VILLAGE OF Hinsdale
Est. 1873

MEETING AGENDA

VILLAGE BOARD OF TRUSTEES
Tuesday, May 3, 2016
7:30 P.M.
MEMORIAL HALL – MEMORIAL BUILDING
(Tentative & Subject to Change)

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF MINUTES**
   a) Meeting of April 19, 2016

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

5. **VILLAGE PRESIDENT'S REPORT**
   a) Appointments to Boards or Commissions

6. **PROCLAMATION – BUILDING SAFETY MONTH**

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

Administration & Community Affairs (Chair Hughes)

a) Approval of Blanket Purchase Orders for FY2016-17
b) Approve a Resolution Approving A Temporary Use And Related License And Indemnification Agreement for Outdoor Seating – Casa Margarita – 25 E. Hinsdale Avenue

Zoning & Public Safety (Chair Saigh)

c) Approve at Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale – Police Department
d) Approve an Ordinance Approving a Variation for a Single-family Residence located in the R-4 Single Family Zoning district at 312 Phillippa, based on the unanimous recommendation for approval from the ZBA, Case V-01-16, and their determination that the applicant had met the standards for approval as set forth in their Findings of Fact**
e) Approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for Building and Site Improvements at 20 E. Ogden Avenue – La Mantia Design & Remodeling**

f) Approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for New Chimney Installation at 414 W. Chestnut Street – Nail Salon Mani & Pedi**
g) Approve an Ordinance Amending Title 9 (Building Regulations) Chapter 12 (Miscellaneous Provisions) Section 3 (Fences) (E. Construction Regulations) of the Village Code of the Village of Hinsdale**

8. CONSENT AGENDA

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

Administration & Community Affairs (Chair Hughes)

a) Approval and payment of the accounts payable for the period of April 20, 2016 through May 3, 2016 in the aggregate amount of $780,293.86 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

Environment & Public Services (Chair LaPlaca)

b) Approve an Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Hinsdale – Public Services *(First Reading – April 19, 2016)*
c) Award Bid #1604 – Elm and Ash Treatments as follows: Trees R Us, Inc.; elm inoculation in the bid comparison amount of $10.45 per inch not to exceed the bid amount of $127,630; and TruGreen LP for ash tree soil injection in the bid comparison amount of $1.15 per inch, not to exceed the bid amount of $6,550 and the ash tree trunk injection in the bid comparison amount of $8.22 per inch not to exceed the bid amount of $7,640 *(First Reading – April 19, 2016)*
d) Award the Engineering Services for Private Development Plan Review to James J. Benes & Associates in an amount not to exceed $55,000 *(First Reading – April 19, 2016)*

9. SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

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

Administration & Community Affairs (Chair Hughes)

a) Approve a Resolution Approving and Authorizing Execution of a Lease for the Use of Space at 5903 S. County Line Road between the Village of Hinsdale and Children's Montessori Language Academy, Inc. *(First Reading – January 5, 2016)*
b) Approval of Contract between the Village of Hinsdale and the Fraternal Order of Police

Environment & Public Services (Chair LaPlaca)

c) Approve an Ordinance Amending Section 7-4E (Water; General Provisions) of the Village Code of Hinsdale Relative to Waterworks and Sewerage Systems *(First Reading – April 19, 2016)*

10. DISCUSSION ITEMS

a) Chamber of Commerce – Annual request for in-kind services
b) Construction Activity Update

11. DEPARTMENT AND STAFF REPORTS

a) Community Development
b) Economic Development
c) Engineering
d) Fire
e) Parks & Recreation
f) Police
g) Public Services

12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

13. OTHER BUSINESS

14. NEW BUSINESS

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

16. TRUSTEE COMMENTS

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

18. ADJOURNMENT

Prior to asking for a motion to adjourn the meeting, the Village President will confirm whether a Committee of the Whole meeting will be convened.

*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously-budgeted items that fall within budgetary limitations and have a total dollar amount of less than $500,000.***

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

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly

contact Darrell Langlois, ADA Coordinator, at 630-789-7014 **or by TDD at 630-789-7022** to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website http://villageofhinsdale.org

VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
April 19, 2016

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley on Tuesday, April 19, 2016 at 7:30 p.m.

Present: President Tom Cauley, Trustees Christopher Elder, Neale Byrnes, 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, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Kevin Simpson, Fire Chief Rick Ronovsky, Director of Public Services George Peluso, Director of Community Development/Building Commissioner Robb McGinnis, Director of Parks & Recreation Gina Hassett, Village Engineer Dan Deeter, 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

Members of the Board suggested clarifications to the language of the draft minutes. Trustee Elder moved to **approve the draft minutes of the regularly scheduled meeting of March 17, 2016, as amended.** Trustee LaPlaca seconded the motion.

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

Motion carried.

Members of the Board suggested clarifications to the language of the draft minutes. Trustee Saigh moved to **approve the draft minutes of the Committee of the Whole meeting of February 22, 2016, as amended.** Trustee Elder seconded the motion.

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

Motion carried.

There were no changes to the draft minutes. Trustee Elder moved to **approve the minutes from the Committee of the Whole of April 5, 2016, as presented.** Trustee Saigh seconded the motion.

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

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

President Cauley reported the recent installation by Burlington Northern Santa Fe Railroad (BNSF) of grade crossing delineators. These are white posts installed between the tracks at the Ogden, Garfield, Lincoln and Washington intersections. These will help prevent someone from driving onto the tracks, as has happened in the past. There is a joint agreement for installation and maintenance between the Village and BNSF, they have installed and will maintain, Police and Public Services will monitor to make sure they are in good repair and working properly.

SWEARING IN OF NEW POLICE OFFICERS

President Cauley provided biographical information for two new probationary police officers; Officer Kevin Lackey and Officer Ryan Grahn. He administered the Oath of Office and congratulated both men.

PROCLAMATION – ARBOR DAY

President Cauley read the Arbor Day Proclamation.

FIRST READINGS - INTRODUCTION

Environment & Public Services (Chair LaPlaca)

a) **Approve an 'Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Hinsdale' – Public Services**
President Cauley introduced the item noting this is a routine matter.
The Board agreed to move this item to the Consent Agenda of their next meeting.

b) **Award Bid #1604 – Elm and Ash Treatments as follows: Trees R Us, Inc.; elm inoculation in the bid comparison amount of $10.45 per inch not to exceed the bid amount of $127,630; and TruGreen LP for ash tree soil injection in the bid comparison amount of $1.15 per inch, not to exceed the bid amount of $6,550 and the ash tree trunk injection in the bid comparison amount of $8.22 per inch not to exceed the bid amount of $7,640**
President Cauley introduced the item and noted the savings on these bids from the budgeted amount. He commented that trees are important to the community, and he feels the Village should spend what is necessary, but Director of Public Services George Peluso has assured him that corners are not being cut on tree preservation.
Trustee Byrnes asked about the ash tree treatment. Mr. Peluso said Hinsdale is progressive, and treats the trees proactively. Trustee LaPlaca noted the treatment may not save the tree, but will slow the progress of the disease.
The Board agreed to move this item to the Consent Agenda of their next meeting.

c) **Approve an Ordinance Amending Section 7-4E (Water; General Provisions) of the Village code of Hinsdale Relative to Waterworks and Sewerage Systems**
President Cauley explained that all communities that receive Lake Michigan water must adopt a plumbing ordinance containing provisions that require a WaterSense® label on plumbing fixtures to help to ensure water conservation practices. Hinsdale is required to pass this ordinance or a fine will be levied. Installation of WaterSense® fixtures are required for new construction or repairs. Director of Public Services George Peluso said adoption of the ordinance is obligatory, and community education will begin with information on the website.
Trustee Hughes asked for the before and after language of the ordinance, and the effective date. Village Manager Kathleen Gargano said staff will find out if it is possible to extend the effective date to allow people to meet the requirements.
The Board agreed to move this item to the Consent Agenda of their next meeting.

d) **Award the Engineering Services for Private Development Plan Review to James J. Benes & Associates in an amount not to exceed $55,000**
President Cauley introduced the item and commented that we have used Benes many times in the past for engineering review. He stated he would prefer to see this contract approved annually, not automatically. Village Engineer Dan Deeter reported Benes has done a good job in the past. Ms. Gargano said next year we will get a Request for Proposal (RFP) for these services.
The Board agreed to move this item to the Consent Agenda of their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

Trustee LaPlaca moved **Approval and payment of the accounts payable for the period of March 16, 2016 through April 7, 2016 in the aggregate amount of $773,014.87 as set forth**

on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Byrnes seconded the motion.
AYES: Trustees Elder, Byrnes, Stifflear, Hughes, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

Trustee Elder moved **Approval and payment of the accounts payable for the period of April 8, 2016 through April 19, 2016 in the aggregate amount of $747,670.49 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.

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

Motion carried.

The following items were approved by omnibus vote:

Environment & Public Services (Chair LaPlaca)

a) **Award year 3 of contract #1457 - Mosquito Abatement to Clarke Environmental Mosquito Management, Inc. in an amount not to exceed $55,496** *(First Reading – March 17, 2016)*

b) **Award extension of contract #1557 for tree maintenance to Homer Tree Care, Inc. in an amount not to exceed the proposed budgeted amount of $115,000** *(First Reading – March 17, 2016)*

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

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

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

Administration & Community Affairs (Chair Hughes)

a) **Approve a Resolution of the Village of Hinsdale Accepting Membership as a member of the Northern Illinois Health Insurance Initiative (NIHII) Sub-pool which is a member of the Intergovernmental Personnel Benefit Cooperative (IPBC)**
President Cauley introduced the item and explained the Village is in pool with other municipalities to provide better rates for PPO, HMO and dental coverage. PPO coverage has different bands of coverage, and in order to experience possible savings in the $0-$35,000 range, staff is recommending participating in an IPBC sub-pool. President Cauley would like a Trustee to work with staff to review health insurance options, and present information to the Board. Trustee Elder agreed to participate.
Ms. Gargano stated there was not enough time to fully evaluate this matter; approving this resolution will provide more information, and help determine whether or not this is the right pool option.
Trustee Elder moved to **Approve a Resolution of the Village of Hinsdale Accepting Membership as a member of the Northern Illinois Health Insurance Initiative (NIHII) Sub-pool which is a member of the Intergovernmental Personnel Benefit Cooperative (IPBC).** Trustee Byrnes seconded the motion.

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

Motion carried.

a) **Approve the FY2016-2017 to FY2020-21 Capital Improvement Plan (CIP) and FY 2016-17 Annual Performance Budget** *(First Reading at the Committee of the Whole – April 5, 2016)*
President Cauley stated the draft FY2016-2017 Annual Performance Budget and Capital Improvement Plan (CIP) were distributed to the Village Board and Finance Commission, as well as posted on the website on March 30th. The Finance Commission reviewed the documents at their meeting of April 4th. The Village Board reviewed them at a Committee of the Whole meeting held on April 5th. No changes were suggested by either body.
Trustee Hughes moved to **Approve the FY2016-2017 to FY2020-21 Capital Improvement Plan (CIP) and FY 2016-17 Annual Performance Budget, as presented.** Trustee Elder seconded the motion.

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

Motion carried.

b) **Approve the FY2016-2017 Pay Scales** *(First Reading at the Committee of the Whole – April 5, 2016)*
President Cauley explained the proposed pay scales propose a 2% across the board adjustment to the minimum and maximum salary ranges for all non-union positions, and includes the personnel changes that have been made throughout the year.
Trustee Saigh moved to **Approve the FY2016-2017 Pay Scales.** Trustee Hughes seconded the motion.

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

Motion carried.

c) **Award Bid #1605 for Community pool painting to Muscat Painting & Decorating in an amount not to exceed $61,000**
President Cauley stated this item relates to pool painting projects. The CIP includes $50,000 for the lap, dive and wading pools and $11,000 for various other structures. The bid from this vendor came in at $51,436, however, if a second coat is needed on the diving well, no more than $10,000 has been budgeted. President Cauley stated he does not want to approve the amount for the second coat without knowing the exact cost. The cost for a second coat is within the Village Manager's authority to approve; Mr. Peluso can decide if a second coat is necessary
Trustee LaPlaca moved to **Award Bid #1605 for Community pool painting to Muscat Painting & Decorating in an amount not to exceed $51,461.** Trustee Hughes seconded the motion.
Trustee Hughes asked about the disparity between Muscat and some of other bidders. Director of Parks & Recreation Gina Hassett explained that Muscat is a small shop, they do the sandblasting themselves and don't subcontract that work.

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

Motion carried.

<u>Environment & Public Services (Chair LaPlaca)</u>

d) **Approve a Resolution for the Woodlands Phase 3 Project Construction Change Order Number 1 in the amount not to exceed $22,848 addition to John Neri Construction Company******

President Cauley said this was an issue that came up in the course of construction, and could not be postponed for Board approval. Ms. Gargano contacted himself and Trustee LaPlaca, and they gave their permission for the work to continue.
Trustee LaPlaca moved to **Approve a Resolution for the Woodlands Phase 3 Project Construction Change Order Number 1 in the amount not to exceed $22,848 addition to John Neri Construction Company.** Trustee Saigh seconded the motion.

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

Motion carried.

Zoning & Public Safety (Chair Saigh)

e) **Approve an Ordinance Approving a Site Plan/Exterior Appearance Plan at 222 E. Ogden Avenue – Adventist Midwest Health** *(First Reading – March 1, 2016)*
There were no additional questions or concerns from the Board on this item.
Trustee Byrnes moved to **Approve an Ordinance Approving a Site Plan/Exterior Appearance Plan at 222 E. Ogden Avenue – Adventist Midwest Health**. Trustee Saigh seconded the motion.

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

Motion carried.

f) **Approve an Ordinance Amending Section 9-102 ("Home Occupations") of the Hinsdale Zoning code as it relates to Licensing of Home Occupations** *(First Reading – March 1, 2016)*
President Cauley remarked this ordinance exempts home-based businesses from licensing because the Village cannot enforce it. Trustee LaPlaca noted this change was recommended during the fee structure discussion.
Trustee Saigh moved to **Approve an Ordinance Amending Section 9-102 ("Home Occupations") of the Hinsdale Zoning code as it relates to Licensing of Home Occupations.** Trustee LaPlaca seconded the motion.

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

Motion carried.

DISCUSSION ITEMS

Capital Improvement Plan (CIP) – Central Business District (CBD) Parkway Material Installation

Mr. Peluso referenced the materials provided to the Board in their packet regarding a proposal for Garfield Street, between Hinsdale Avenue and First Street, and Second Street between Washington and Lincoln Streets. The proposed solution for these areas is sustainable landscaping and brick pavers. It was noted these areas are close to the road, and therefore it is hard to get anything to grow because of the salt. Trustee LaPlaca reported reclaimed, vintage bricks will be used as an accent only; new pavers will provide a more even surface for walking. Additionally, depleting the supply of old bricks would be undesirable in the event some are needed for future maintenance and restoration of the brick roads.
With respect to hardscape on the south side of the street, Mr. Peluso said this was not included because of budget numbers, but staff can look at this as an alternate bid at some point for Board consideration. Trustee Saigh asked about the replacement of lost trees in this area, as well as other CBD locations. Mr. Peluso will follow up with the Village Forester and provide an answer to the Board.

2016 Reconstruction Project - Woodlands Phase III

Village Engineer Dan Deeter updated the Board on the Woodlands project stating there are three crews working on storm sewers and water mains. He also noted the contractor is slightly ahead of schedule to date.

Annual request for Kitchen Walk - May 6th

Assistant Manager/Director of Public Safety Brad Bloom reported this item is informational only; this is the same event as in previous years, and has never been problematic.

DEPARTMENT AND STAFF REPORTS

a) Treasurer's Report
b) Community Development
c) Police
d) Fire
e) Parks & Recreation
f) Public Services
g) Engineering

Mr. Bloom added that he has spoken with the Oak Street Bridge contractor, and Hillgrove will be re-striped soon, depending on weather. Commuters will be notified, and people will no longer need to use the Wellness House parking lot.
Trustee LaPlaca reported landscaping at the bridge has begun. The ornamental fence will be installed Thursday and will require reducing traffic to one lane of traffic during installation. The

painting on the piers and parapets is very nice and not much different from the natural limestone. Night work is scheduled for this weekend to remove the final wooden forms and scaffolding; it shouldn't be noisy and will likely be the last night work required for the bridge. Area residents have been noticed.
With respect to the sandblasting at the Community Pool, Ms. Hassett noted a letter has gone out to neighbors to let them know work will be starting soon. Trustee LaPlaca mentioned that the streets being worked on in the Woodlands are already getting wetted down to control dust.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board and no need for a closed session, 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 April 19, 2016.** Trustee Byrnes seconded the motion.

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

Motion carried.

Meeting adjourned at 8:20 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

5a

DATE May 3, 2016

AGENDA SECTION	Village President's Report	**ORIGINATING DEPARTMENT**	Administration
ITEM	Appointments to Boards and Commissions	**APPROVED**	Christine Bruton Village Clerk

There is a vacancy on the Economic Development Commission of one at-large resident member; the following appointment is for a full three-year term.

Economic Development Commission

Ms. Jill Sunderson appointed to a 3-year term as a member of the Economic Development Commission through April 30, 2019.

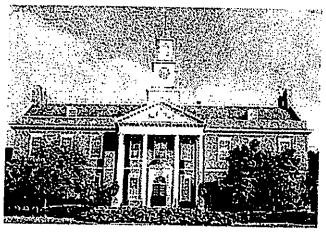
Motion: To approve the appointment to the Economic Development Commission as recommended by the Village President.

STAFF APPROVALS

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

COMMITTEE ACTION:

BOARD ACTION:



Proclamation
Building Safety Month
May 2016

Whereas, our Village's continuing efforts to address the critical issues of safety, energy efficiency, water conservation and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

Whereas, our confidence is achieved through the devotion of first preventers—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, "Building Codes: Driving Growth through Innovation, Resilience and Safety" the theme for Building Safety Month 2016, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, backyard safety, energy efficiency and new technologies in the construction industry. Building Safety Month 2016 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and:

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

Therefore, Be It Resolved, that I, Tom Cauley, Village President of the Village of Hinsdale, do hereby proclaim the month of May 2016, as Building Safety Month in the Village of Hinsdale. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Proclaimed this 3rd day of May, 2016.

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Tom Cauley, Village President

7a

DATE: May 3, 2016

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading-ACA	**ORIGINATING DEPARTMENT** Administration
ITEM FY 2016-17 Blanket Purchase Orders	**APPROVAL** Darrell Langlois Assistant Village Manager/ Finance Director

Attached for the Village Board's review are requested Blanket Purchase Orders for Fiscal Year 2016-17 which would exceed the Village Manager's purchasing authority of $20,000. Blanket purchase orders are normally issued to vendors where frequent purchases are made throughout year in order to streamline purchasing procedures for routine and proprietary items. The issuance of blanket purchase orders does not relieve the departments of following all of the purchasing procedures required in the Purchasing Policy Manual; this action is only required as it is expected that we may spend in excess of $20,000 to these particular vendors in the next fiscal year.

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

Motion: **To approve the attached list of blanket purchase orders for Fiscal Year 2016-2017 totaling $589,673 and waiving the competitive bid requirements where applicable.**

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

Village of Hinsdale
Blanket Purchase Orders Over $20,000
Fiscal Year 2016-17

Vendor	Department	Description	Amount
American Litho	Recreation	Brochure Printing	$20,000
Andres Medical Biliining	Finance	Ambulance Billing Service	$30,000
Third Millennium	General Government	Water Billing/Vehicle Licenses	$20,200
Direct Advantage	EDC Initiatives	Hinsdale Business Promotions	$90,000
T-2	Police	Data Processing	$22,592
K Five Asphalt	Public Services	Asphalt Materials	$21,200
Suburban Tree Consortium	Public Services	Trees	$83,430
State of Illinois Vendor	Public Services	Roadway Salt	$42,000
DuPage County CMS Vendor	Public Services	Roadway Salt	$42,001
Illinois Girls Lacrosse Association	Recreation	Program Instruction	$30,000
Skyhawks	Recreation	Program Instruction	$20,000
HD Supply Waterworks, LTD	Water O & M	Water Meter & Watermain/Sewer Supplies	$68,250
Fuller's Hardware	Multiple Departments	Supplies/Service	$21,000
Warehouse Direct	Multiple Departments	Office Supplies	$46,000
Sprint/Nextel	All Departments	Cell Phones	$33,000
		Total	**$589,673**

7b

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

DATE: May 3, 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: 25 E. Hinsdale Avenue – Brush Hill Train Station
First Reading - Casa Margarita Restaurant Outdoor Seating Permit

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Summary

Margarita Blue, Inc., a restaurant DBA Casa Margarita located in the Brush Hill Train Station at 25 E. Hinsdale Avenue, is requesting an outdoor seating permit to allow for 20 tables and 40 chairs on the west end of the building. The proposed time frame for the annual outdoor seating permit is from April to October.

Application

The attached outdoor seating plan has been reviewed and approved by Burlington, Northern and Santa Fe Railway (BNSF). It depicts a fence and 12-foot gate at the north that must be kept locked and secured at all times. The License Agreement also requires the installation of planters or other barriers to delineate the south end of the licensed seating area.

The seating area width is approximately 18.3 feet and 29 feet deep, for an area of approximately 531 square feet. The seating plan includes 20 tables and 40 chairs. The applicant is requesting to offer outdoor seating between the hours of 6 AM to 11 PM Sunday to Thursday and 6 AM to 12 AM on Friday and Saturday.

Process

A restaurant including outdoor seating is permitted in the B-2 Central Business District. However, per Section 7-1-5.1 of the municipal code, permit approval by the Board of Trustees is required prior to offering outdoor seating. The Board of Trustees may request additional conditions to the License Agreement terms of Section 6.

Motion

Should the Board feel the request is appropriate, the following motion would be recommended;
"Move that the Board of Trustees approve a Resolution Approving a Temporary Use and Related License and Indemnification Agreement for Outdoor Seating at Casa Margarita at 25 E. Hinsdale Avenue"

Attachments:

Resolution and License Agreement
Attachment 1 – Application for Outdoor Seating and Exhibits
Attachment 2 – Aerial View of Train Station and Entry Point Distances

VILLAGE OF HINSDALE

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY USE AND RELATED LICENSE AND INDEMNIFICATION AGREEMENT FOR OUTDOOR SEATING – CASA MARGARITA – 25 E. HINSDALE AVENUE

WHEREAS, the Village of Hinsdale is the lessee of a parcel of land commonly known as property adjacent to the west side of the Brush Hill Train Station at 25 E. Hinsdale Avenue, Hinsdale, Illinois. The Village leases said adjacent area from the Burlington Northern Santa Fe Railway Company ("BNSF") pursuant to an underlying contract between the Village and BNSF dated June 17, 1997; and

WHEREAS, Margarita Blue, Inc. d/b/a Casa Margarita ("Casa Margarita") is the owner of a business commonly known as Casa Margarita located in the Brush Hill Train Station at 25 E. Hinsdale Avenue, Hinsdale, Illinois. Casa Margarita operates at the Train Station pursuant to a Lease between the Village and Casa Margarita, and desires to use a portion of the property adjacent to the west side of the Brush Hill Train Station for the purposes of operating an outdoor seating area with liquor service thereon (the "outdoor seating area").

WHEREAS, Casa Margarita has requested a temporary use for the outdoor seating area. The plans for the outdoor seating area have been reviewed and conditionally approved by BNSF; and

WHEREAS, the President and Board of Trustees agree to allow the temporary use by Casa Margarita of the outdoor seating area on the property leased by the Village adjacent to the west side of the Brush Hill Train Station at 25 E. Hinsdale Avenue, subject to execution by Casa Margarita of the License Agreement attached hereto and made a part hereof as **Exhibit A**, and subject to compliance by Casa Margarita with the terms and conditions included therein; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that the request by Casa Margarita for a temporary use for outdoor seating satisfies the standards established in Section 9-103 of the Hinsdale Zoning Ordinance governing temporary uses, subject to the conditions stated in the License Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: The Board of Trustees hereby approves a temporary use for outdoor seating on the property leased by the Village adjacent to the west side of the Brush Hill Train Station at 25 E. Hinsdale Avenue, for the dates of May ___ to _____ ___, 2016, subject to execution by Casa Margarita of the License Agreement attached hereto as **Exhibit A** attached hereto and made a part hereof, and subject to compliance by Casa Margarita with the terms and conditions included therein. Further, the Board of Trustees authorizes and directs the Village President and Clerk, or their designees, to execute said License Agreement and to take such other actions as are necessary to implement same.

SECTION 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this ____ day of _____, 2016.

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A

LICENSE AND INDEMNIFICATION AGREEMENT FOR TEMPORARY USE OF PUBLIC PROPERTY RELATIVE TO THE OPERATION OF AN OUTDOOR SEATING AREA – MARGARITA BLUE, INC. D/B/A CASA MARGARITA

(ATTACHED)

LICENSE AND INDEMNIFICATION AGREEMENT FOR TEMPORARY USE OF PUBLIC PROPERTY RELATIVE TO THE OPERATION OF AN OUTDOOR SEATING AREA – MARGARITA BLUE, INC. D/B/A CASA MARGARITA

This License and Indemnification Agreement (the "License") has been entered into this ___ day of _____, 2016, by and between the Village of Hinsdale, an Illinois municipal corporation, (the "Village") and Margarita Blue, Inc. d/b/a Casa Margarita, an Illinois corporation, (the "Licensee"), in regard to the following:

WHEREAS, the Village is the Lessee of a parcel of land commonly known as property adjacent to the west side of the Brush Hill Train Station at 25 E. Hinsdale Avenue, Hinsdale, Illinois, at the location shown on the plans and depictions in **Group Exhibit A** attached hereto and made a part hereof (the "Licensed Area"). The Licensed Area is leased by the Village pursuant to an underlying contract between the Village and the Burlington Northern Santa Fe Railway Company ("BNSF") dated June 17, 1997 (the "Underlying Lease"); and

WHEREAS, Licensee is the owner of the business commonly known as Casa Margarita (hereinafter referred to as the "Business") located in the Brush Hill Train Station at 25 E. Hinsdale Avenue, Hinsdale, Illinois, directly adjacent to the Licensed Area. Licensee operates the Business at the Train Station pursuant to a Lease between Licensee and the Village (the "Restaurant Lease"), and desires to use the Licensed Area for the purposes of operating an outdoor seating area with liquor service thereon. Towards that end, Licensee has applied for and received approval from the Corporate Authorities of the Village for a temporary use for outdoor seating on the Licensed Area adjacent to the Business subject to execution of the License and certain conditions to be set forth herein; and

WHEREAS, this License is a necessary inducement for the Village to allow use of the Licensed Area for outdoor seating purposes.

NOW, THEREFORE, the Village grants the Licensee a license for a temporary use to operate and maintain an outdoor seating area on the Licensed Area in accordance with the following terms and conditions:

1. TERM AND LICENSE FEE: This License shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this License (the "Effective Date"). The License shall terminate at 11:59 p.m. on _____, 2016, 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 License and Indemnification Agreement must be submitted for any subsequent year that a temporary use for outdoor seating is requested. The license fee is $0.

2. CONDITION OF PREMISES: By taking possession of the Licensed Area, Licensee accepts the Licensed Area in the condition existing as of the Effective Date of this License. Licensee acknowledges that it has inspected the Licensed Area and acknowledges that it is in good condition. The Village makes no representations or warranty with respect to the condition of the Licensed Area. Licensee acknowledges that the Village has made no representations or promises to Licensee to alter, repave or otherwise improve the condition of the Licensed Area, other than allowing Licensee to establish, at its sole cost, the outdoor seating area in

conformance with the Site Plans included as part of **Group Exhibit A**, including installation of the fencing and gate system shown on such Plans.

3. USE: Licensee shall be permitted to use the Licensed Area for outdoor seating purposes. Liquor service within the Licensed Area is authorized as an extension of Licensee's existing liquor license. Licensee's use shall comply with all statutes, ordinances, requirements and laws (including environmental laws and regulations) of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Licensed Area. The use of the Licensed Area shall consist of a maximum of ____ tables with two seats each, in conformance with the Site Plans and Depictions attached hereto as part of **Group Exhibit A** and made a part hereof.

4. CARE AND MAINTENANCE OF PREMISES: Licensee shall, at its own expense and at all times, be responsible for maintaining the Licensed Area in good condition. Such maintenance shall include daily clean-up from use by patrons of the Business, daily washing of the Licensed Area in order to remove any food or drink residue, as well as upkeep and replacement of damaged private or public property.

5. RESTORATION OF PREMISES: At the termination of this License by lapse of time or otherwise, Licensee shall, at its own cost, return the Licensed Area in as good condition as on the Effective Date of this License, ordinary wear and loss by casualty, third-parties, the public and the Village excepted. The Village may direct Licensee to make such repairs and restorations as the Village deems necessary in order to so restore the Licensed Area to its previous condition.

6. COMPLIANCE WITH LAWS AND OTHER CONDITIONS: Licensee's use of the Licensed Area is contingent upon its continuing compliance with all State, County and local regulations relative to the operation of the Business and compliance, compliance with all terms of the Restaurant Lease, and with this License, including, but not limited to:

a. compliance with all State, County and local laws and regulations pertaining to the serving of alcohol;

b. compliance with all State, County and local health code regulations;

c. removal of all tables, chairs and other appurtenances during the months of _____ to _____ or if required by the Village at any time;

d. tables and chairs shall be neatly secured outside or brought inside during non-operating hours;

e. operation of the outdoor dining area only between the hours of ___ a.m. and ____ p.m. each day;

f. installation of planters or other barriers at the south end of the Licensed Area to delineate the licensed seating area. Planters or barriers are to be in a form and design approved by Village staff prior to installation; and

g. removal of the wood gates on the north side of the Licensed Area at the expiration of this License in order to restore access to the train platform during the months where no outdoor dining will take place. Upon removal, the gates shall be stored in a location approved by the Village.

7. UNDERLYING LEASE: This License is subject and subordinate to all the terms, conditions and covenants of the Village's Underlying Lease with BNSF. If the Underlying Lease shall be canceled or shall terminate for any cause prior to the expiration of this License, then this License shall thereupon automatically terminate without previous notice, and the Village shall not be liable to Licensee, in damages or otherwise, on account of such cancellation or termination; provided, however that the Village shall operate in good faith to comply with all terms of the Underlying Lease so as not to cause the Underlying Lease to be canceled or terminated. All obligations of the Village in this Lease are conditional upon the Village continuing to have possession of the Licensed Area under the Underlying Lease.

8. COMPLIANCE WITH BNSF CONDITIONS: The Site Plans and Depictions attached as **Group Exhibit A** have been reviewed and approved by BNSF, subject to the following conditions:

a. construction of the gates and outdoor seating area in strict conformance with the Site Plans and Depictions approved by BNSF; and

b. the gates on the north side of the Licensed Area must be kept locked and secured at all times during the term of this License, and the fencing as depicted shall remain intact at all times. In the event any of the fencing is removed or otherwise compromised, or in the event the gates are not kept in a locked and secured condition at all times during the term of this License, this License shall immediately terminate.

9. INTERFERENCE: Licensee represents and warrants that its use of the Licensed Area shall not interfere in any way with the use of the remaining station area premises, or otherwise obstruct or interfere with the use of the train station area for commuter services.

If the use of the Licensed Area for outdoor seating purposes interferes with a public event, emergency or planned work or repairs to the station area premises, or other public need for use of the Licensed Area, the public event, work or repairs, or use shall take precedence. The Village shall endeavor to notify the Licensee thirty (30) days in advance of the scheduled event, work or repair or use that will require the use of the public Licensed Area being used by Licensee.

10. ASSIGNMENT AND SUBLETTING: This License may not be assigned or subletted by Licensee without the prior written consent of the Village. In the event of Licensee's unauthorized assignment or subletting, this License shall immediately terminate.

11. ENTRY AND INSPECTION: Licensee shall permit the Village and the Village's agents to enter upon the Licensed Area during business hours and at other reasonable times and upon reasonable notice, for the purpose of inspecting the same.

12. RISK OF INJURY: Licensee assumes the full risk of injuries, including any death, damages, or losses which it or its employees, patrons or members of the public may sustain in any way in, on or about the Licensed Area or arising out of, connected with, or in any way associated with the use of the Licensed Area by the Licensee for outdoor seating purposes.

13. WAIVER OF INJURY CLAIMS: Licensee agrees to waive and relinquish any and all claims or causes of action of any kind that it or 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 Licensed Area by Licensee for outdoor seating purposes.

14. RELEASE FROM LIABILITY: Licensee 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 Licensee, or its officers, employees, contractors, subcontractors, 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 by Licensee of the Licensed Area for outdoor seating purposes.

15. INDEMNITY AND DEFENSE: Licensee 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 Licensee, or its officers, employees, contractors, subcontractors, 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 by Licensee of the Licensed Area for outdoor seating purposes.

16. INSURANCE: The Restaurant Lease requires Licensee to maintain certain insurance coverages in certain amounts, and that such insurance coverages name both the "Village of Hinsdale, and its appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents," and "the Burlington Northern and Santa Fe Railway" as additional primary insureds under all insurance coverages required by the Restaurant Lease. Licensee shall provide proof to the Village of extension of those insurance coverages to cover the outdoor seating area and use. The insurance coverage of Licensee shall be primary to the Village's own insurance. A copy of the certificate evidencing the extension of those insurance coverages to the outdoor seating area shall be attached hereto as **Exhibit B** and made a part hereof.

17. ALTERATIONS: Licensee shall not, without first obtaining the written consent of the Village, make any alterations, additions, or improvement (collectively, "alterations") to the Licensed Area. The Village may review plans, specifications and a list of contractors and suppliers before granting consent for alterations. All alterations to the Licensed Area, whether temporary or permanent in character and whether made or paid for by Licensee or the Village, shall, without compensation to Licensee, become the Village's property upon installation on the Licensed Area and shall, unless the Village requests their removal, be relinquished to the Village in good condition, ordinary wear and tear and loss by casualty, third-parties, the public and the Village excepted, at the termination of this License by lapse of time or otherwise. The removable gates on the north side of the Licensed Area shall be removed and stored by Licensee during the months that outdoor dining is not permitted, but shall remain the property of the Village after installation.

Alterations shall be installed in a workmanlike manner with quality, high-grade materials. Licensee shall pay for all alteration work. Upon completion of all alteration work, Licensee shall pay all costs for said alterations and furnish the Village with full and final waivers of lien and receipts for bills, covering all labor and materials expended and used to complete said alterations. Licensee shall not permit any mechanics lien to be filed against the Licensed Area

and agrees to indemnify and hold the Village harmless against any such liens and all damages, costs, expenses and attorneys' fees in connection therewith.

It is expressly understood by the parties that in requesting to perform alterations to the Licensed Area, the Licensee agrees to indemnify, hold harmless, and defend the Village and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers and agents, from any and all liabilities, costs, expenses, damages, claims or causes of action of any kind, including, but not limited to death, damages, and losses which any person, including Licensee, or its officers, employees, volunteers, agents, contractors, subcontractors, patrons, or members of the public, may have or which arise out of, are connected with, or are in any way associated with the construction or performance of the alterations by Licensee of the Licensed Area for outdoor seating purposes.

Licensee shall furnish the Village with certificates of insurance from all contractors performing labor or furnishing materials in connection with said alteration work, insuring the Village against any and all liabilities that may arise out of or be connected with said alteration work, in amounts and in such coverages acceptable to the Village.

18. DEFAULT: Each of the following acts or omissions of Licensee or occurrences shall constitute an "Event of Default":

a. Failure or refusal by Licensee to comply with any of the obligations of Licensee set forth in this License or the Restaurant Lease; or

b. The entry of a decree or order for relief by a court having jurisdiction over Licensee in an involuntary case under the federal bankruptcy, insolvency or other similar law, or appointing a receiver, liquidation, assignee, custodian, trustee, or any guarantor of Licensee's obligations hereunder; or

c. The commencement by Licensee of a voluntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency or other similar law; or

d. Closure of the Business for any reason for more than a seven-day period following its initial opening.

19. VILLAGE'S REMEDIES ON DEFAULT: If Licensee defaults in the performing of any of the other covenants or conditions hereof, or in the occurrence of any Event of Default, the Village shall give Licensee notice of such default. If Licensee does not cure any such default within five (5) days after the giving of such notice (or if the default is of such nature that it cannot be completely cured within such period, if Licensee does not commence such curing within five (5) days and thereafter proceed with reasonable diligence and in good faith to cure such), then the Village may terminate this License. Upon termination of the License, Licensee shall quit and surrender the Licensed Area to the Village. Where other provisions of this License call for a different notice period or for an immediate termination of the License under certain specified circumstances, those provisions shall control.

20. NON-WAIVER: Failure by Licensee or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this License or to exercise any rights hereunder shall not waive such rights, but Licensee and the Village shall have the right to

enforce the terms and conditions of this License at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

21. ATTORNEY'S FEES: In case suit should be brought by the Village for recovery of the Licensed Area, or because of any act which may arise out of the use of the Licensed Area by Licensee, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees.

22. OPTION TO RENEW: This License is not renewable and a new License is required each year the Licensee applies for a temporary use for outdoor seating after the initial term of this License.

23. NOTICES: Any notice which either party may or is required to give, shall be given by mailing the same, by United States Registered or Certified Mail, postage prepaid, to Licensee at the Business adjacent to the Licensed Area, or the Village at 19 E. Chicago Avenue, Attention: Village Manager, Hinsdale, Illinois 60521, or at such other places as may be designated by the parties from time to time.

24. SEVERABILITY: Wherever possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License 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 License.

25. RIGHT TO TERMINATE: This License may be terminated at any time by mutual agreement of the parties. The Village or Licensee may terminate this License anytime and for any reason upon seven (7) days written notice to the other. This License shall terminate automatically upon termination of the Restaurant Lease for any reason. Upon termination, Licensee agrees to restore the Licensed Area to its condition as of the Effective Date, as required by Section 5. If Licensee's temporary use for outdoor seating is revoked or otherwise terminated for any reason, this License shall terminate automatically upon such revocation or termination.

26. VENUE: The parties agree that for the purpose of any litigation relative to this License 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 License, 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.

27. COMPLETE DEFENSE: It is expressly understood and agreed by the parties that this License 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 Licensee, or by a third-party in connection with or on account of any of the matters set forth in this License. The parties agree that this License shall be admissible in evidence in any action in which the terms of this License are sought to be enforced.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of this _____ day of _____, 2016.

VILLAGE OF HINSDALE

BY: _____
VILLAGE PRESIDENT

DATE: _____

LICENSEE MARGARITA BLUE, INC.
d/b/a CASA MARGARITA,

BY: _____
PRESIDENT

DATE: _____

ATTEST:

BY: _____
VILLAGE CLERK

DATE: _____

BY: _____
SECRETARY

DATE: _____

GROUP EXHIBIT A

Site Plan and Depiction of the Licensed Area

(attached)

EXHIBIT B

Insurance Certificate

(attached)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2016

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

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

PRODUCER	CONTACT NAME: Douglas Lewellyn	
Zeiler Insurance 12159 S. Pulaski Rd. Alsip IL 60803	PHONE (A/C, No, Ext): (708) 597-5900	FAX (A/C, No): (708) 597-5956
	E-MAIL ADDRESS: doug@zeiler.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security	24082
INSURED Margarita Blue, Inc. 32 S Lagrange Road La Grange IL 60525	INSURER B: Ohio Casualty Writing Co	24074
	INSURER C: Sentinel Insurance	11000
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1571506282 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		BKS56730011	6/1/2015	6/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Package Modification Factor 1	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			BKS56730011	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			USO56730011	6/1/2015	6/1/2016	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		83WECBZ4769	7/1/2015	7/1/2016	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	BLDG-TENANTS IMPROVEMENTS AND BETTERMENTS-RC-SPECIAL			BKS56730011	6/1/2015	6/1/2016	Deductible $1,000	$150,000

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

RE: Lease of Space at 25 E Hinsdale Ave, Hinsdale, IL 60521 Including the Outdoor Seating Area. Per Form CG88100413, Additional insured pertaining to general liability, solely with respects to liability arising out of the named insured's operations, when required by written contract: Village of Hinsdale, and its appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents; and the Burlington Northern and Santa Fe Railway.

CERTIFICATE HOLDER

Village of Hinsdale, Illinois
Attn: Kathleen Gargano
19 E Chicago Avenue
Hinsdale, IL 60521

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Daniel Zeiler/DOUGLA

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VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
ANNUAL APPLICATION FOR COMMERCIAL USE OF SIDEWALK AND OUTDOOR SEATING

I. GENERAL INFORMATION (all information must be printed)

Site Address: 25 E. Hinsdale Ave.

Business Name: Casa Margarita

Name of On-Site Store Manager or Owner: Chase Lotfi

Telephone Number for Business: (630) 455-9000

Name of Local or Regional Manager: Chase Lotfi

Address of Local or Regional Manager: 25 E. Hinsdale Ave.

Telephone Number of Local or Regional Manager: (630) 455-9000

Name of Property Owner or Management Group: Village of Hinsdale

Address of Property Owner or Management Group: 19 E. Chicago Ave.

Telephone Number of Owner or Management Group: (630) 789-7000

II. SPECIFIC SITE INFORMATION (all information must be printed)

Location of tables and chairs: West Sidewalk

Number of tables: 20

Number of chairs: 40

Type (materials) of tables and chairs: Aluminum Chairs / Tables imported from France All weather laminate top

Size (dimension) of tables and chairs: Tables 24" x 24"

Number of exterior private refuse disposal containers to be provided by business: 1

Dimension of sidewalk clearance (minimum 6-foot required) from table/chair (while being used) to edge of pavement or public improvement found on sidewalk: 6'

Proposed time frame for the outdoor seating to be on the site: April - October, weather permitting.

Explain your businesses maintenance program for litter control and use of the area: Area will always be clean. Sidewalks will be swept throughout the day and when needed will be scrubbed with a deck brush.

Explain how the tables, chairs and private refuse containers will be stored during the hours that the business is closed:

Secured with cabling and locks.

Submit a Site Plan drawn to scale that depicts the above-mentioned items and the regulations as stated in Section 7-1-5-1 of the Village Code (attached).

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. Location, size, and arrangement of any proposed outdoor signs (will need permit) and lighting.
4. Location and height of any proposed temporary fences or screen plantings.

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 29, day of April, 2016, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Chase Lotta
Name of applicant or authorized agent

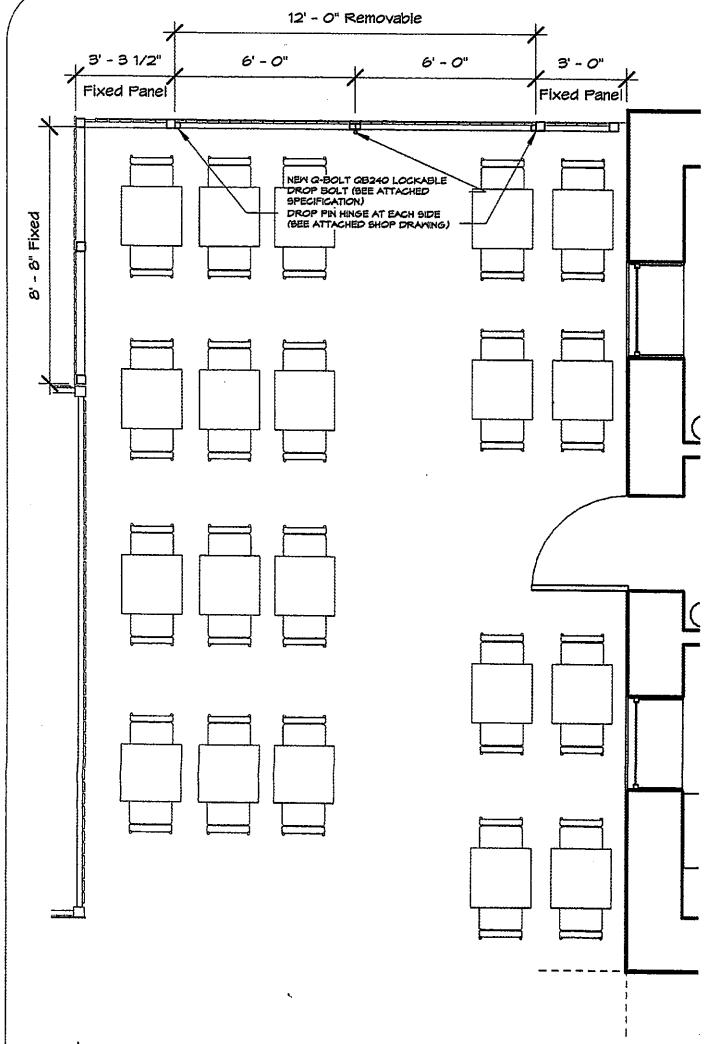
Signature of applicant or authorized agent

Name of applicant or authorized agent

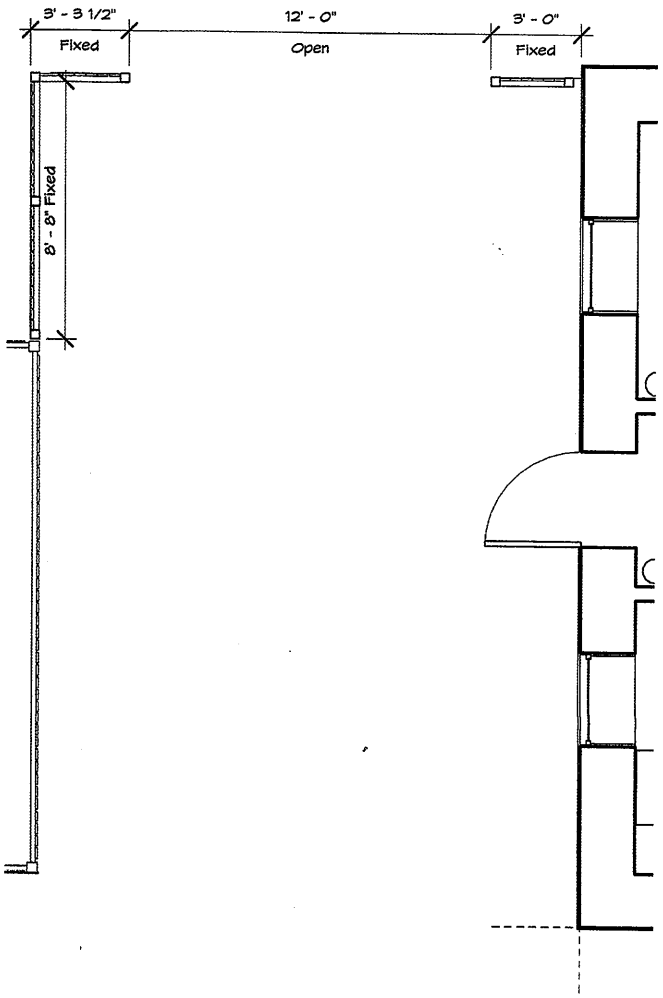
SUBSCRIBED AND SWORN to before me this 29 day of April, 2016.

Kerry L Warren
Notary Public

KERRY L WARREN
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 10, 2019



1 Outdoor Seating Plan
1/4" = 1'-0"



2 Outdoor Patio - Offseason
1/4" = 1'-0"

General Notes

No.	Revision/Issue	Date

Firm Name and Address

FLINT ARCHITECTS
THE SPARK OF ARCHITECTURAL BRILLIANCE
314 South Westmore • Lombard, IL 60148
p: 630-953-9220 • f: 630-953-9440 • www.flintarch.com

Project Name and Address

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

Project 15022	Sheet C3
Date 04/28/16	
Scale AS NOTED	

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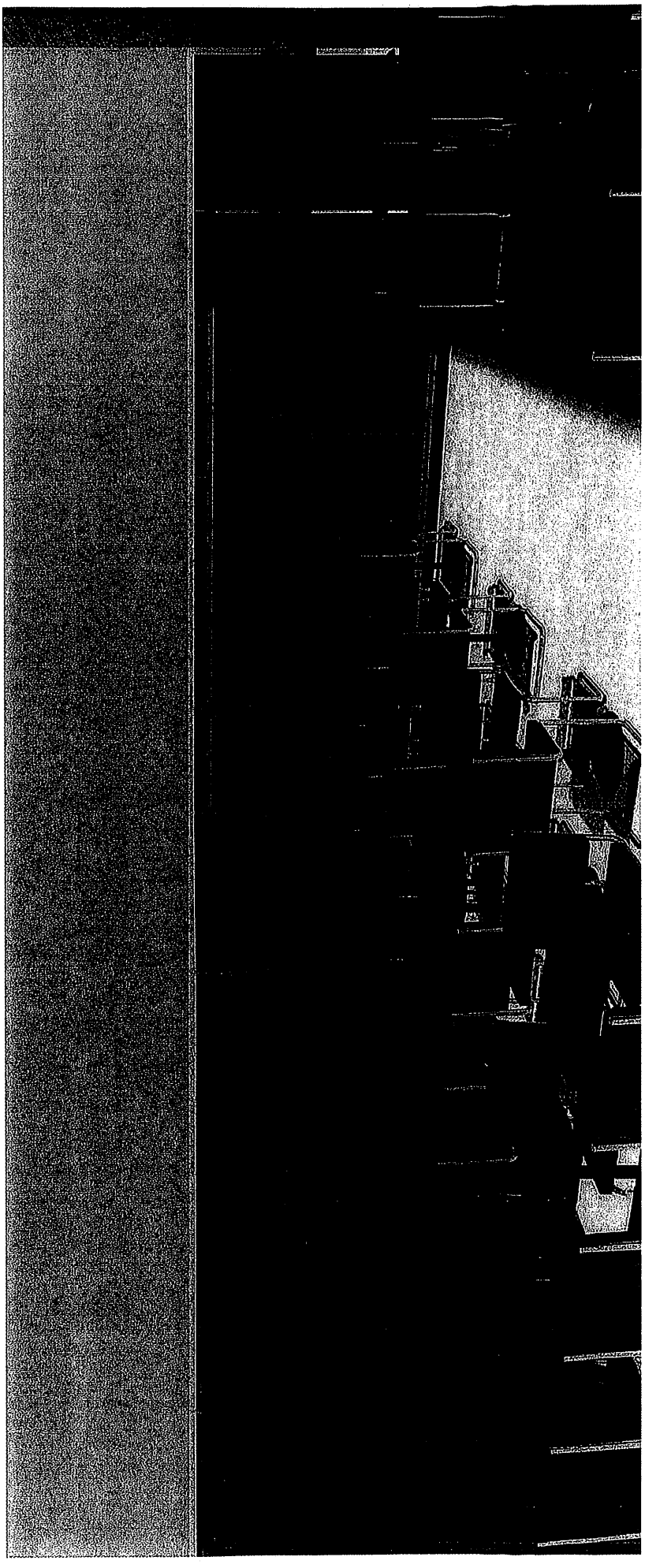
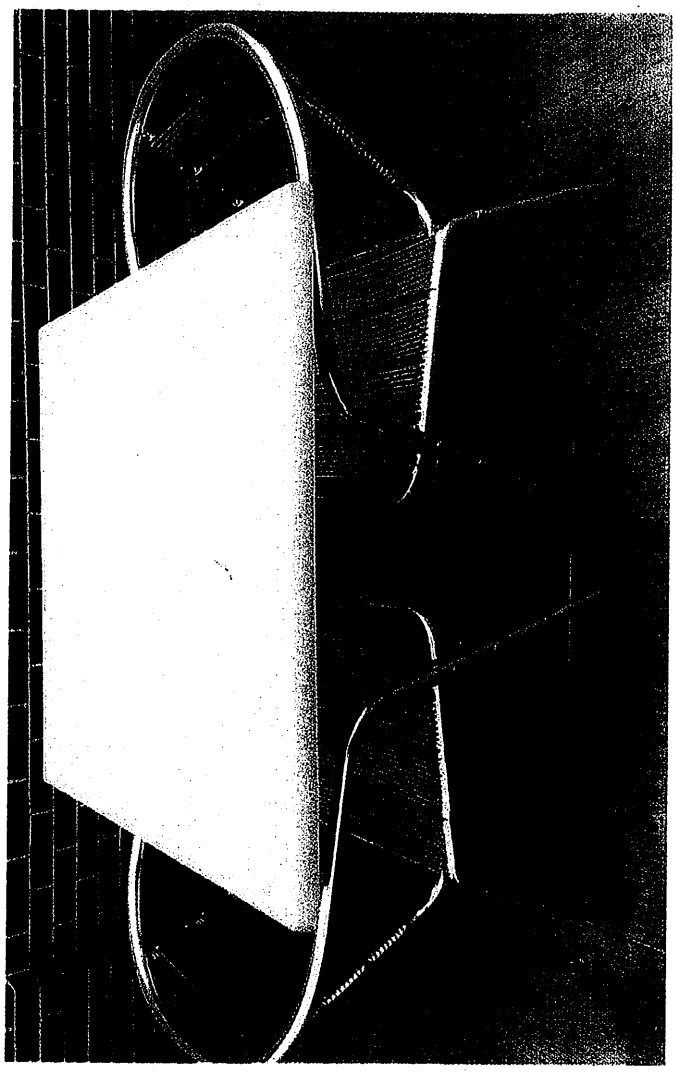
FLINT ARCHITECTS LLC

Attachment 1



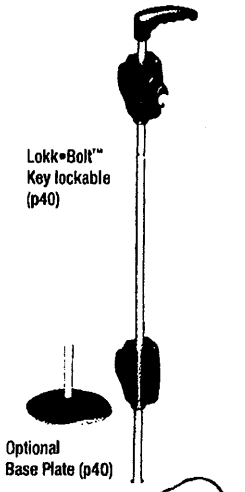
Attachment 1

achment 1



Attachment 1

Gate accessories' application



Lokk•Bolt™ Key lockable (p40)

Optional Base Plate (p40)



Q•Bolt™ Padlockable (p41)

NEW



Gate•Stop™ TCGS1 (p42)



Gate•Stop™ TCGS2 (p42)

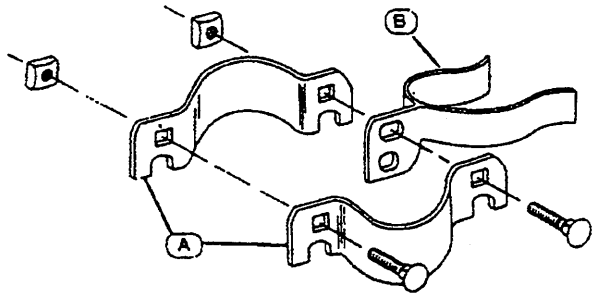


Gate•Stop™ TCGS3 (p42)



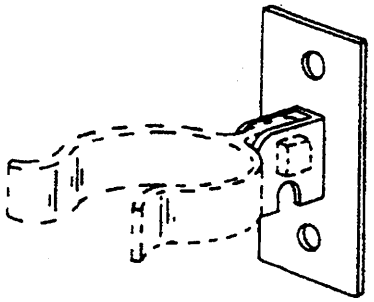
Gate •Handle™ (p43)

Lokk•Bolt™ 18" model LB118BX	•						•	•	•	
Lokk•Bolt™ 24" model LB124BX	•						•	•	•	
Lokk•Bolt™ 18" model LB218BX		•	•				•	•		
Lokk•Bolt™ 24" model LB224BX		•	•				•	•		
Q-Bolt™ 24" model QB124	•						•	•		
Q-Bolt™ 24" model QB224		•	•				•	•		
Q-Bolt™ 40" model QB140	•						•	•		
Q-Bolt™ 40" model QB240		•	•				•	•		
Gate•Stop™ TCGS1			•			•	•	•	•	
Gate•Stop™ TCGS2		•	•			•	•	•		
Gate•Stop™ TCGS3	•					•	•	•		
Gate •Handle™	•	•	•			•	•	•	•	



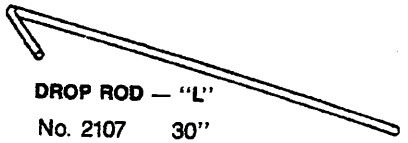
DROP FORK LATCH

CLAMP A		FORK B	
No. 2093	1-3/8"	No. 2097	1-3/8"
No. 2094	1-5/8"	No. 2098	2"
No. 2095	2"	No. 2099	2-3/8"
		No. 2100	3"
		No. 2101	4"



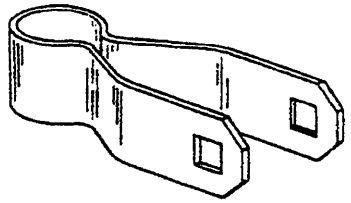
DROP FORK BRACKET

No. 2090



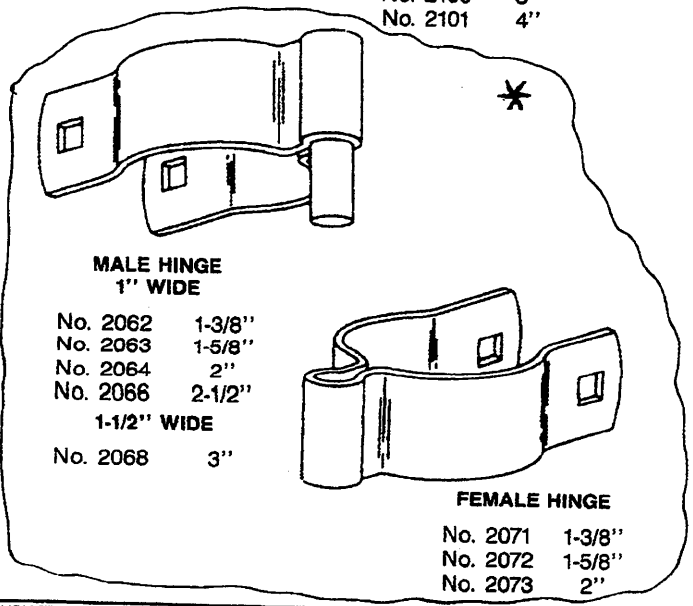
DROP ROD — "L"

No. 2107 30"



DROP ROD GUIDE

No. 2211 1-3/8"



MALE HINGE
1" WIDE

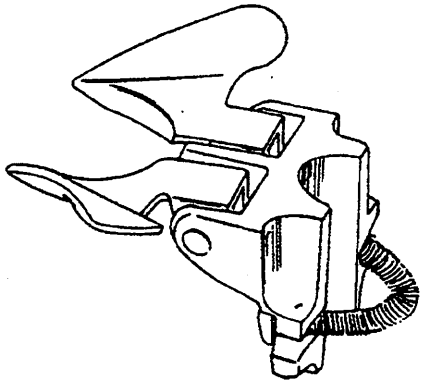
No. 2062	1-3/8"
No. 2063	1-5/8"
No. 2064	2"
No. 2066	2-1/2"

1-1/2" WIDE

No. 2068 3"

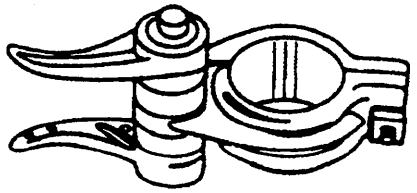
FEMALE HINGE

No. 2071	1-3/8"
No. 2072	1-5/8"
No. 2073	2"



BUTTERFLY FORK LATCH

No. 5551	2"
No. 5552	2-1/2"



AUTOMATIC CLOSER

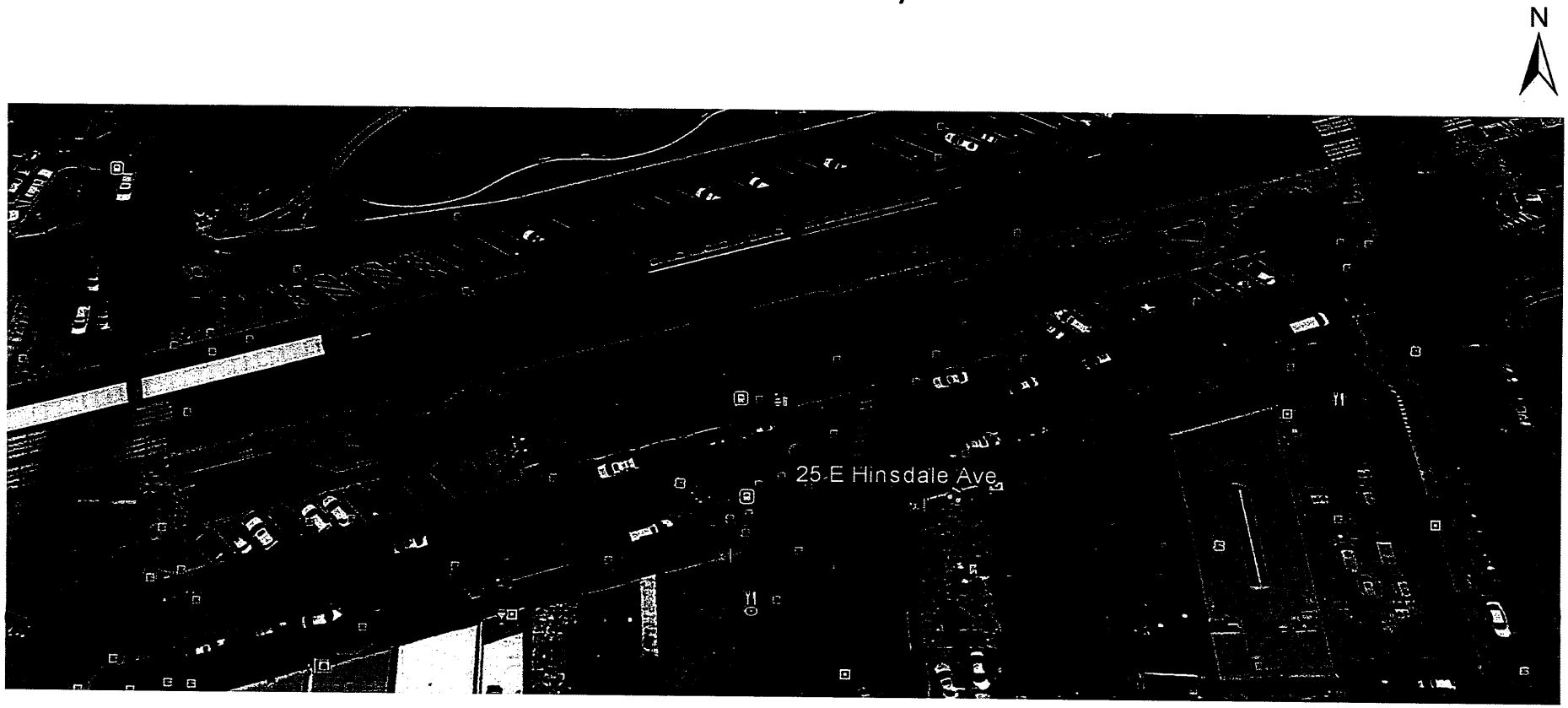
No. 5553	2"
No. 5554	2-1/2"

SUBMITTED BY	SUBMITTED TO	RESIDENTIAL LATCHES & HINGES	CONTRACTOR	STANDARD DETAIL — MERCHANTS METALS, The First Name In Fence
		JOB / PROJECT	ARCHITECT	
			ENGINEER	COMPILED BY / DWG. NO. SD-460
				DATE / SHT____ OF____

© 1991 MMI Products, Inc.

Attachment 1

Attachment 2: Aerial View of Train Station and Entry Point Distances



Attachment 2

May 3, 2016

REQUEST FOR BOARD ACTION

7c

AGENDA SECTION NUMBER First Reading - ZPS	ORIGINATING DEPARTMENT Police Department
ITEM Approval of an Ordinance to Dispose of Village Owned Property	**APPROVED** Chief Kevin Simpson

The Police Department is requesting approval of an ordinance to dispose of and declare surplus Village owned property that is at the end of its useful life or the Village no longer has a use for.

Exhibit A that is attached to the Ordinance contains four (4) different groups of items. The first group includes Motorola Symbol MC7596 and PDT Plus1500 ticket writers and Datamax O'Neil OC3 and Zebra Cameo 3 portable printers purchased for handheld parking ticket writing/printing. Since purchasing this equipment, we have transitioned to a handheld and printing system that increases efficiency and reduces errors. We no longer have use for these portable ticket writers and printers. Also included in this grouping are two (2) Motorola portable radios, one (1) Decatur Electronics radar unit and five (5) traffic counters. These items are either not operational and/or have been phased out with new equipment. These items will be declared as surplus and properly disposed of or donated.

The next group includes old office electronic equipment such as routers, digital cameras, calculators, one (1) shredder and three (3) computers. Again, these items are either non-functional and/or have been replaced with newer equipment. These items will be declared as surplus and properly disposed of or donated.

The third group of items is broken or non-functional pieces of office furniture. We no longer have use for these cabinets, shelves and work station, thus these items will be declared surplus and properly disposed of.

The last items are a speed monitoring trailer and squad 44, a 2014 Ford Interceptor SUV. Squad 44 was recently involved in a collision and since it is due to be replaced in the next year, rather than repairing the damage, we would like to put the insurance money towards the purchase of a new replacement vehicle. We are seeking to have these vehicles declared as surplus and sold on the public website E-bay starting with a minimum bid of $500 for the speed monitoring trailer and $5,000 for the 2014 Ford Interceptor SUV.

MOTION: To approve an 'Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale' declaring the items included in Exhibit A as surplus; selling the items that have value at the public auction website E-bay and disposing or donating the items that do not have value.

Approval	Approval	Approval	Approval	Manager's Approval

BOARD ACTION:

Village of Hinsdale
Ordinance No._____

An Ordinance Authorizing the Sale by Auction
Or Disposal of Personal Property Owned by the Village of Hinsdale

WHEREAS, in the opinion of at least a simple majority of the corporate authorities of the Village of Hinsdale, it is no longer necessary or useful to or for the best interests of the Village of Hinsdale, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hinsdale to sell said property on the E-Bay Auction website (www.ebay.com) open to public auction to be held on or after the week of May 4, 2016, or otherwise donate or dispose of the property.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE:

Section One: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village of Hinsdale find that the personal property listed on the form attached (Exhibit A) to this Ordinance and now owned by the Village of Hinsdale, is no longer necessary or useful to the Village of Hinsdale and the best interests of the Village of Hinsdale will be served by its sale, donation, or disposal.

Section Two: Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell, donate, or dispose the aforementioned personal property now owned by the Village of Hinsdale on the E-Bay Auction website (www.ebay.com) open to public auction, on or after Wednesday, May 4, 2016, to the highest bidder on said property.

Section Three: The Village Manager is hereby authorized and may direct E-Bay to advertise the sale of the aforementioned personal property in a newspaper published within the community before the date of said public auction.

Section Four: No bid which is less than the minimum price set forth in the list of property to be sold shall be accepted except as authorized by the Village Manager or his agent.

Section Five: The Village Manager is hereby authorized and may direct E-Bay to facilitate an agreement for the sale of said personal property. Property determined to not have value may be disposed of or donated as authorized by the Village Manager. Items sold on E-Bay will charge an administrative fee, which will come out of the proceeds from the sale of surplus vehicles and equipment.

Section Six: Upon payment of the full auction price, the Village Manager is hereby authorized and directed to convey and transfer title to the aforesaid personal property, to the successful bidder.

Section Seven: This Ordinance shall be in force and effect from and after its passage, by a simple majority vote of the corporate authorities, and approval in the manner provided by law.

PASSED this _____ day of _____ 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2016.

_____
Village President

ATTEST:

_____
Village Clerk

Exhibit A

Contact Person: Jean Bueche
Phone: (630) 789-7082
FAX Number: (630) 789-1631

Item Type	Make/Model/Style	Serial Number	Qty	BID
Officer Equipment				
Portable Printer	Datamax O'neil OC3 Bluetooth	(1) LT17940, (2) LT17963, (3) LT17956, (4) LT17961	4	Lot $500
Portable Ticket Writer	Motorola Symbol MC7596	(1) N10055520800899, (2) 9314520800341, (3) 9309520801081, (4) 9309520800178, (5) 9308520800180, (6) 9308520800179	6	Lot $500
Portable Printer	Zebra Cameo 3 Portable Printer	(1) XXLO07025135, (2) XXLO07025134, (3) Unable to determine (HH5), (4) XXLO07025136, (5) Unable to determine (HH1), (6) Unable to determine (HH6)	6	Lot $50
Portable Ticket Writer	Symbol PDT Plus 1500	C382703	1	$125
Portable Police Radio	Motorola	(1)Vertex Standard(2)687CLF1706	2	Lot $75
Police Radar	Decatur Electronics	G25-20445	1	$100
Traffic Counters	ITC	(1) 014557, (2) 000259 (3) 000258 (4) 000257, (5) 0012323	5	Lot $250
Office Electronic Equipment				
Router	Bluetooth Access Point w/Broadband R	S/N 06112300040	1	No Value
Router	Bluetooth Access Point w/Broadband R	S/N 06112300054	1	No Value
Router	Linksys Ethernet Cable/DSL Router	C2171G300063	1	No Value
Broken Digital Camera	Casio	(1)7514486A-D (2)7514484A-D	2	Lot $20
Broken Digital Camera	Nikon	36132882	1	$20
Broken Digital Camera	Kodak	KCGET61009736	1	$20
Broken Digital Camera	Sony Cybershot	(1)9106621(2)9032989(3)0811032(4)0177088	4	Lot $20
Broken Digital Camera	Canon	252060013367	1	$20
Texas TI-83 Plus calculator	Texas TI-83	(1)26051903045-0205E(2)742005001-1298U	2	Lot $10
Camera	Polaroid	1200i	1	$20
Bar Code Scanners/Readers	Symbol	(1)SA0008027N(2)SA0008027U	2	Lot $10
Calculator	Monroe 7140	CK100029	1	$20
Shredder	Shredmaster	103065	1	No Value
Computer Desktop	Dell Dimension 2400	HYN3R41	1	$30
Computer Desktop	Dell Optiplex GX520	DRJX891	1	$30
Computer Desktop	Dell Optiplex 745	6UGGUC1	1	$30
Office Furniture				
Metal Filing Cabinets	Horizontal Filing Cabinets (broken)	n/a	3	No Value
Metal Filing Cabinets	Vertical Filing Cabinets (poor shape)	n/a	3	No Value
Storage Shelves (garage locker-area)	n/a	n/a	1	No Value
Office Workstation (mailroom)	n/a	n/a	1	No Value
Laminate File Drawer/Shelf	n/a	n/a	1	No Value
Vehicles				
Speed Monitoring Trailer	Kustom Signals	1K9BS0819TK118399	1	$500

Car 44	2014 Ford Interceptor SUV	1FM5K8AR7EGA38346	1	$5,000

7d

DATE: May 3, 2016

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - ZPS	**ORIGINATING DEPARTMENT** Community Development
ITEM Request for Variation-312 Phillippa Case V-01-16	**APPROVAL** Robert McGinnis Director of CD/Building Commr

Attached are the Findings and Recommendation from the Zoning Board of Appeals (ZBA) approved April 20, 2016, for the property located at 312 Phillippa Street. The request was for relief on Building Coverage and Floor Area Ratio in order to construct a two-car detached garage.

The ZBA does not have the authority to waive the provisions set forth in the sections listed below, but after public hearing and deliberation, the ZBA made a recommendation for approval to the Board of Trustees. The ZBA must recommend to the Board of Trustees with a positive recommendation supported by four or more affirmative votes, all necessary Zoning Variations as they relate to the proposed improvements. In these cases, an approval by the Board of Trustees is the final step in the process.

The specific request for variation was for the following:

- 3-110(F) to allow a maximum building coverage that is 224 square feet in excess of the maximum allowed coverage of approximately 1,681 square feet, or approximately 13%;

- 3-110(E)(1) to allow a floor-area ratio ("FAR") of 2,865 square feet instead of the maximum allowable FAR for the property of 2,800 square feet, or approximately 2%;

- 10-104(B)(6), which allows garages accessory to pre-code structures to be demolished and replaced with a detached garage not to exceed 440 square feet (the size sought here) if the residence on the property was built prior to 1950. The Applicant seeks a variation from this subsection as the residence on the Property was built in 1950, as opposed to prior to 1950 (collectively, this and the two preceding variation requests will be referred to herein as the "Requested Variations").

Following a public hearing held on March 16, 2016, the ZBA of the Village of Hinsdale recommended approval of the Requested Variations on a unanimous vote of seven (7) in favor and zero (0) opposed.

It should be noted that the variation regarding building coverage was considered and approved by the Board of Trustees last year, but at the time, the need for a variation for FAR was not identified by the applicant.

Should the Village Board find the request is justified, the following motion would be appropriate:

MOTION:

To recommend to the Board of Trustees approval of an "Ordinance Approving a Variation for a Single Family Residence Located in the R-4 Single Family Zoning District at 312 Phillippa, based on the unanimous recommendation for approval from the ZBA and their determination that the applicant had met the standards for approval as set forth in their Findings of Fact and Recommendation as follows;

1. General Standard: The ZBA found that carrying out the strict letter of the provisions of the Zoning Code would create a particular hardship or a practical difficulty, based on satisfaction of the additional standards that follow below.

2. Unique Physical Condition: In this case, the Property is a legal, nonconforming lot with a residence that received a building permit in 1950. If the residence had been constructed prior to 1950, the Zoning Ordinance would allow the demolition of the current one-car garage and construction of a 440 square-foot garage in its place as of right. A one-story family room addition was later added to the residence. If the Codes had been written then as they are now, the addition may have been constructed differently. Changing Zoning Code requirements over the years have created a situation where the Applicant is unable to build a two-car garage, which the Applicant's attorney aptly described as a "virtual necessity of modern living" on the Property without a variation. This older home remains viable.

3. Not Self-Created: A number of factors have combined to create the current unique situation, none of which were created by the Applicant.

4. Denial of Substantial Right: The application of the strict letter of the Zoning Code provisions from which the Requested Variations are sought would deprive the owner of the right to have a two-car garage; an amenity enjoyed by virtually all of the residences in the vicinity. Changes in the Zoning Code to FAR and build coverage have occurred since construction of the original residence, addition and garage. The Zoning Code allows owners who built their residences at virtually the same time as the Applicant sixty-six (66) years ago, to build the type of modest garage proposed here as of right – if the residence on the Property had been built five months earlier, no relief would be required.

5. Not Merely Special Privilege: The Applicants seek to replace an obsolete one-car garage with a basic two-car garage that, at 440 square feet, is the minimum size of a usable two-car garage. The ZBA finds that no special privilege is proposed here.

6. Code And Plan Purposes: The Requested Variations would result in a use or development of the subject property that would be in harmony with the general and specific purposes for which the Zoning Code and the provisions from which the Requested Variations are sought were enacted. Specifically, the Requested Variations will further the maintenance of a single-family residential scale and character of development and allow the continued use of the Property with the existing residence and a usable two-car garage, consistent with the purposes of the Zoning Code.

7. Essential Character Of The Area: The Requested Variations will not alter the essential character of the area. Among other things, the granting of the Requested Variations will allow the construction of a two-car garage consistent with virtually all other residences in the vicinity. In addition, no one spoke in opposition to the request, and letters in support of the request were received from neighbors.

8. No Other Remedy: The Requested Variations are the only remedy, short of removing the long-existing family room addition on the residence, that will allow construction of the smallest possible two-car garage."

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

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING CERTAIN VARIATIONS FOR PROPERTY LOCATED IN THE R-4 SINGLE-FAMILY ZONING DISTRICT AT 312 PHILLIPPA STREET - CASE NUMBER V-01-16

WHEREAS, the Village of Hinsdale received an application (the "Application") requesting certain variations from the requirements of the Hinsdale Zoning Ordinance ("Zoning Ordinance") in order to allow for the construction of a detached two-car garage on a residence located at 312 Phillippa Street, Hinsdale, Illinois (the "Subject Property"). The Subject Property is in the Village's R-4 Single-Family Zoning District and is currently improved with a single-family home. The Application was filed by Amy Duong Kim, as Trustee (the "Applicant"). 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 Zoning Board of Appeals of the Village, and has been processed in accordance with the Zoning Ordinance, as amended; and

WHEREAS, on March 16, 2016, the Zoning Board of Appeals of the Village of Hinsdale held a public hearing pursuant to notice given in accordance with State law and the Zoning Ordinance, relative to the request for variations; and

WHEREAS, the Zoning Board of Appeals, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the requested variations on a vote of seven (7) in favor and zero (0) opposed; and

WHEREAS, the Zoning Board of Appeals has filed its report of Findings and Recommendation regarding the variations in Case Number V-01-16 with the President and Board of Trustees, a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

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

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

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

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

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

SECTION 3: Variations. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-503(A) of the Hinsdale Zoning Ordinance, grant variations to the following Sections of the Zoning Ordinance in order to allow the construction of a two-car detached garage at the Subject Property commonly known as 312 Phillippa Street and legally described in **Exhibit A** attached hereto and made a part hereof:

- 3-110(F), to allow the total amount of building coverage on the Subject Property to exceed by two hundred and twenty-four (224) square feet the maximum allowed for a property in the R-4 Single-Family Zoning District;
- 3-110(E)(1) to allow a floor-area ratio ("FAR") of 2,865 square feet instead of the maximum allowable FAR for the Property of 2,800 square feet; and
- 10-104(B)(6), which allows garages accessory to pre-code structures to be demolished and replaced with a detached garage not to exceed 440 square feet (the size sought here) if the residence on the property was built prior to 1950. The residence on the Property was built in 1950, as opposed to prior to 1950.

SECTION 4: Repeal of Previous Ordinance. Ordinance No. O2015-11, which previously approved a maximum building coverage variation for the Subject Property in May, 2015, is hereby repealed, and is replaced and superseded by 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.

PASSED this _____ day of _____ 2016.

AYES: _____

NAYS: _____

ABSENT: _____

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

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 18 IN BLOCK 30 IN THE SUBDIVISION OF THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (EXCEPT THE NORTH 241.55 FEET) IN COOK COUNTY, ILLINOIS

Commonly Known As: 312 Phillippa Street, Hinsdale, Illinois.

PIN: 18-06-308-016-0000

EXHIBIT B

FINDINGS OF FACT
(ATTACHED)

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

ZONING CALENDAR NO.	**V-01-16**
APPLICATION:	**For Certain Variations Relative to a Proposed Two-Car Garage**
APPLICANT & PROPERTY OWNER:	**Amy Duong Kim, as Trustee/Property Owner**
PROPERTY:	**312 Phillippa Street, Hinsdale, Illinois**
HEARING HELD:	**March 16, 2016**

SUMMARY OF REQUEST AND RECOMMENDATION: The Village of Hinsdale has received a request from Amy Duong, Trustee/Property Owner (the "Applicant") of the property located at 312 Phillippa Street (the "Property"), for variations relative to a new proposed two-car garage at the Property, located in the R-4 Residential Zoning District. The Applicant, who resides on the Property with Howard Kim, has requested variations to the following Sections of the Zoning Code of the Village of Hinsdale ("Zoning Code"):

- 3-110(F) to allow a maximum building coverage that is 224 square feet in excess of the maximum allowed coverage of approximately 1,681 square feet;
- 3-110(E)(1) to allow a floor-area ratio ("FAR") of 2,865 square feet instead of the maximum allowable FAR for the Property of 2,800 square feet;
- 10-104(B)(6), which allows garages accessory to pre-code structures to be demolished and replaced with a detached garage not to exceed 440 square feet (the size sought here) if the residence on the property was built prior to 1950. The Applicant seeks a variation from this subsection as the residence on the Property was built in 1950, as opposed to prior to 1950 (collectively, this and the two preceding variation requests will be referred to herein as the "Requested Variations").

Following a public hearing held on March 16, 2016, the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") recommended approval of the Requested Variations on a unanimous vote of seven (7) in favor and zero (0) opposed.

The variation regarding building coverage was considered and approved last year, but at the time, the need for a variation for FAR was not identified.

PUBLIC HEARING: At the public hearing on Applicant's Requested Variations held on March 16, 2016, the Applicant's attorney described the proposed garage, the history of

the Property, this matter and the related Zoning Code provisions, and the need for the Variations. He noted that the Applicant had received letters in support of the Requested Variations from the immediate neighbors. He also noted that Section 10-104(B)(6) of the Zoning Code allows detached accessory garages to be demolished and rebuilt as two-car garages regardless of the impact on FAR or building coverage in cases where: a) the residence was constructed prior to 1950, b) the residence does not have an attached garage, and c) the replacement garage does not exceed a total floor area of 440 square feet. The Applicant's attorney noted that the residence on the Property had been built in 1950 and that had it been built five months earlier, no zoning relief would be necessary. There appears to have been an addition on the back of the residence on the Property, but the majority of the residence dates from 1950. The addition dates from a time when Village lot coverage and FAR requirements are more relaxed, which is why it is a one-story addition. He noted that changes to the Zoning Code over the years have resulted in this and a number of other lots of record in the Village being nonconforming. The 440 square-foot garage is the minimum size that is functional with two cars. All of the new homes in the area have two-car garages, and only one older home in the area also has a one-car garage. Two-car garages are, in the opinion of Applicant's attorney, a virtual necessity of modern living, and allowing a two-car garage is compatible with the principles underlying the Village's Zoning Ordinance. The attorney also suggested that allowing the Variations would not have a negative impact on the area. Other than the Requested Variations, the only way to obtain the necessary FAR and building coverage to construct the two-car garage would be to remove the family-room addition.

Staff noted that the location of the proposed garage had been approved by engineering and that the proposed setbacks met the Zoning Code requirements. The proposed garage will be built on a new slab.

The Applicant noted that the current garage does not match the residence, but the new one will.

There being no further questions or members of the public wishing to speak on the application, the Public Hearing was closed.

The members of the ZBA then offered their views on the Requested Variations. Following discussion, Member Podliska made a motion to recommend approval of the Requested Variations to the Board of Trustees, seconded by Member Biggert. The vote on the motion was seven (7) in favor and zero (0) opposed.

FINDINGS: In making its recommendation of approval, the ZBA makes the following Findings as to the Requested Variations:

1. *General Standard:* The ZBA found that carrying out the strict letter of the provisions of the Zoning Code would create a particular hardship or a practical difficulty, based on satisfaction of the additional standards that follow below.

2. *Unique Physical Condition:* In this case, the Property is a legal, nonconforming lot with a residence that received a building permit in 1950. If the residence had been constructed prior to 1950, the Zoning Ordinance would allow the demolition of the current one-car garage and construction of a 440 square-foot garage in its place as of right. A one-story family room addition was later added to the residence. If the Codes had been written then as they are now, the addition may have been constructed differently. Changing Zoning Code requirements over the years have created a situation where the Applicant is unable to build a two-car garage, which the Applicant's attorney aptly described as a "virtual necessity of modern living" on the Property without a variation. This older home remains viable.

3. *Not Self-Created:* A number of factors have combined to create the current unique situation, none of which were created by the Applicant.

4. Denial of Substantial Right: The application of the strict letter of the Zoning Code provisions from which the Requested Variations are sought would deprive the owner of the right to have a two-car garage; an amenity enjoyed by virtually all of the residences in the vicinity. Changes in the Zoning Code to FAR and build coverage have occurred since construction of the original residence, addition and garage. The Zoning Code allows owners who built their residences at virtually the same time as the Applicant sixty-six (66) years ago, to build the type of modest garage proposed here as of right – if the residence on the Property had been built five months earlier, no relief would be required.

5. Not Merely Special Privilege: The Applicants seek to replace an obsolete one-car garage with a basic two-car garage that, at 440 square feet, is the minimum size of a usable two-car garage. The ZBA finds that no special privilege is proposed here.

6. Code And Plan Purposes: The Requested Variations would result in a use or development of the subject property that would be in harmony with the general and specific purposes for which the Zoning Code and the provisions from which the Requested Variations are sought were enacted. Specifically, the Requested Variations will further the maintenance of a single-family residential scale and character of development and allow the continued use of the Property with the existing residence and a usable two-car garage, consistent with the purposes of the Zoning Code.

7. Essential Character Of The Area: The Requested Variations will not alter the essential character of the area. Among other things, the granting of the Requested Variations will allow the construction of a two-car garage consistent with virtually all other residences in the vicinity. In addition, no one spoke in opposition to the request, and letters in support of the request were received from neighbors.

8. No Other Remedy: The Requested Variations are the only remedy, short of removing the long-existing family room addition on the residence, that will allow construction of the smallest possible two-car garage.

RECOMMENDATIONS: Based upon the foregoing Findings, the ZBA, by a vote of 7-0, recommends to the Board of Trustees the **APPROVAL** of the following Variations sought by the Applicant for the Property at 312 Phillippa Street in the R-4 Residential Zoning District:

- A variation from Section 3-110(F) of the Zoning Code to allow a maximum building coverage that is 224 square feet in excess of the maximum allowed coverage of approximately 1,681 square feet (previously approved, now being reapproved as part of this request);
- A variation from Section 3-110(E)(1) of the Zoning Code to allow a floor-area ratio ("FAR") of 2,865 square feet instead of the maximum allowable FAR for the Property of 2,800 square feet; and
- A variation from Section 10-104(B)(6) of the Zoning Code, which allows detached garages accessory to pre-code structures to be demolished and replaced with a garage not to exceed 440 square feet (the size sought here), if the residence was built prior to 1950. The Applicant seeks a variation from this subsection as the residence on the Property was built in 1950, as opposed to prior to 1950.

Signed: _____

Robert Neiman, Chair
Zoning Board of Appeals
Village of Hinsdale

7e

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

DATE: May 3, 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: First Reading - 20 E. Ogden Avenue – LaMantia Design and Remodeling
Exterior Appearance and Site Plan Review for Roof Addition, Windows and Landscaping

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Summary

The Village of Hinsdale has received an application from LaMantia Design and Remodeling, requesting approval for various renovations to the exterior of the building. LaMantia is the new building owner at 20 E. Ogden Avenue and is planning to add/remove windows, construct a roof addition to conceal mechanical equipment, paint the façade and improve the landscaping.

The applicant presented the proposal at the April 13, 2016, Plan Commission (PC) meeting. There were no comments during the public meeting period. The PC showed support for the project and voted unanimously, 7-0 (1 absent) recommending approval of the request.

Request and Analysis

The existing structure at 20 E. Ogden Avenue was a former medical office building. On January 19, 2016, the Village approved a text amendment and special use permit to allow a home remodeling business and showroom in the O-2 Limited Office District. LaMantia subsequently purchased the building after the approval.

Per the applicant, the façade improvements and new roof addition will be visually compatible with the building by matching the existing materials and color. The shape of the new roof and screen addition will function to conceal the new roof top mechanical equipment. However, due to building code distance requirements, the proposed gas fireplace metal flue cannot be screened. The new roof and screen addition will not be taller than the existing roofline. And the project will not affect the minimum Code requirements as shown on the application's table of zoning compliance.

New windows are planned to be added to the north wall of the building. The existing windows on the east wall will be replaced with larger ones; however, one window will be eliminated. A landscape plan is also included for review.

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

The project site is located in the O-2 Limited Office District and abuts the O-2 District to the east and west and R-4 Single Family Residential District to the north and south. The public meeting notice requirements have been followed per section 11-604(E), since the nonresidential project property is within 250 feet from a single-family zoning district.

Process

Pursuant to Section 11-604, the Chairman of the PC shall at the public meeting on the application for site plan review allow any member of the general public to offer relevant, material and nonrepetitive comment on the application. Within 60 days following the conclusion of the public meeting, the PC shall transmit to the Board of Trustees (BOT) its recommendation, in the form specified in subsection 11-103(H) of this article, recommending either approval or disapproval of the site plan based on the standards set forth in subsection F1 of this section (11-604) and section 11-606.

Motion

Should the Board feel the request is appropriate, the following motion would be recommended;
"Move to approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for Building and Site Improvements at 20 E. Ogden Avenue."

Attachments:
Draft Ordinance
Attachment 1 – Exterior Appearance and Site Plan Application Request and Exhibits
Attachment 2 - Public Meeting Notice and Certification of Proper Notice
Attachment 3 - Zoning Map and Project Location
Attachment 4 – Draft Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR BUILDING AND SITE IMPROVEMENTS - 20 E. OGDEN AVENUE

WHEREAS, Ogden Enterprises LLC/Anthony LaMantia (the "Applicant") have submitted an application (the "Application") seeking site plan and exterior appearance plan approval related to improvements on property located at 20 E. Ogden Avenue (the "Subject Property"). The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Subject Property is located in the Village's O-2 Limited Office Zoning District and is currently improved with a vacant one-story former medical office building owned by the Applicant. The Applicant plans to operate a home-remodeling business and showroom on the Subject Property. The Applicant proposes to improve the existing building by adding new windows on the north wall of the building, and replacing the existing windows on the east wall with larger ones (one window will be eliminated). Other improvements proposed include construction of a roof addition to conceal mechanical equipment, façade painting and landscape improvements (collectively, with the window additions and replacements, the "Proposed Improvements"). The Proposed Improvements are depicted in the Site Plan and Exterior Appearance Plans attached hereto as **Exhibit B** 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 Hinsdale Zoning Code ("Zoning Code"), as amended; and

WHEREAS, on April 13, 2016, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the Application on a vote of seven (7) ayes, zero (0) nays, and one (1) absent, all as set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit C** and made a part hereof. The Plan Commission has filed its report of Findings and Recommendation regarding the approval sought in the Application with the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees 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 satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan

approval, and 11-606E of the Zoning Code governing exterior appearance review, 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 Site Plan and Exterior Appearance Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), relative to the Proposed Improvements, subject to the conditions set forth in Section 3 of this Ordinance.

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

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

B. 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.

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 _____ 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

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

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 II, 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 I IN STUTENROTH'S ADDITION TO HINSDALE; THENCE SOUTH 18 DEGREES 12 MINUTES EAST ALONG THE SAID EAST LINE OF BLOCK I 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 I IN STUTENROTH'S ADDITION TO HINSDALE; THENCE SOUTH 18 DEGREES 12 MINUTES EAST ALONG THE EAST LINE OF SAID BLOCK I IN STUTENROTH'S ADDITION TO HINSDALE, A DISTANCE OF 240.7 FEET; THENCE NORTH 13 DEGREES 38 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

APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)

EXHIBIT C

FINDINGS AND RECOMMENDATION
(ATTACHED)

VILLAGE OF HINSDALE FOUNDED IN 1873

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: OGDEN ENTERPRISES LLC, Anthony LaMantia
Address: 20 E. Ogden Avenue
City/Zip: Hinsdale, IL
Phone/Fax: (708) 387-9900 /
E-Mail:

Owner

Name: OGDEN ENTERPRISES LLC
Address: Same
City/Zip:
Phone/Fax: ( ) /
E-Mail:

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

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

Name: Nicholas F. Esposito
Title: Partner, Esposito & Staubus LLP
Address: 7055 Veterans Blvd., Unit B
City/Zip: Burr Ridge, IL 60527
Phone/Fax: (630) 323-5310 /323-5490
E-Mail: nfe@eslaw500.com

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) None
2)
3)

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: Renovation of Newly Acquired Existing Office Building Exterior, Installation of New Windows, and Upgrading Exiting Landscaping. The site will be owner-occupied.

General description or characteristics of the site: The site is a vacant one-story former medical practice office building. The site contains an underground garage and ample exterior code-compliant parking. The site has an existing exterior handicap ramp. The building has existing windows. Applicant proposes to make the window opening a bit larger. /

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, Offices for Remodeling & 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: _____
- ☐ Planned Development 11-603E
- ☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

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

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: _____

VILLAGE OF HINSDALE FOUNDED IN 1873

COMMUNITY DEVELOPMENT DEPARTMENT

EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

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

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.

   See Attachment.

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

   See Attachment.

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

   See Attachment.

Attachment 1

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.

   See Attachment.

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

   See Attachment.

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.

   See Attachment.

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.

   See Attachment.

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.

   See Attachment.

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.

   See Attachment.

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.

    See Attachment.

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.

    See Attachment.

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

See Attachment.

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.

See Attachment.

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.

See Attachment.

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.

See Attachment.

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.

See Attachment.

REVIEW CRITERIA – Site Plan Review

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

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

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

   See Attachment.

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

   See Attachment.

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

   See Attachment.

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

   See Attachment.

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

   See Attachment.

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

   See Attachment.

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

   See Attachment.

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

   See Attachment.

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

   See Attachment.

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

See Attachment.

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

See Attachment.

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

See Attachment.

Attachment 1

BASIC EXTERIOR APPEARANCE AND SITE PLAN REVIEW

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.

The building is setback from Ogden Avenue and separated by a parking lot and landscaping. The adjacent property to the West is vacant. The adjacent residential property to the South has ample open space between single family residences and the premises office building. The adjacent commercial property to the East is separated vacant.

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

The new owner is a design and construction company with showroom. The exterior renovation will include repainting, installing new larger show windows, new landscaping and parking lot repairs and treatment. The materials used will be greater than minimal Village requirements and in keeping with the architectural integrity of the business community and the structures. As a designer and builder it is imperative that the owners' own premises suggests the quality of building renovation products it proposes to sell.

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

The structure, a former medical office building, has existed for many years and is in keeping with if not of higher quality than the overall character of the other commercial and retail establishments. For example, the office and business neighborhood includes Normandy Builders office and showroom to the East of York Road, several gas stations, a grocery store, car dealerships, rug cleaners, a bank, an insurance company, a wellness clinic, a shredding company, and a medical office.

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 subject site is an existing one-story office building on the South side of and setback from Ogden Avenue, West of York Road. The purchaser intends to renovate and upgrade the exterior, interior, parking lot, and landscaping, and thereby enhance the site. The proposed interior showroom will have limited if any street visibility or visibility by adjacent property owners. Further, the exterior and landscaping upgrades and enhancements will increase the visible appeal and enjoyment of the premises. There is a ramp to the main entrance for the handicapped. There is more than code-required on-site parking. 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. There will not be any greater traffic impact than existed when the building was used for medical offices. If anything, traffic may be less.

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

There will be no change to the top height of the existing buildings and structures. Within the existing height will be added a roof screen of the rooftop HVAC unit.

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 width and height of the front elevation are more than visually compatible with buildings, public ways, and places to which it is visually related. Site slopes. The front elevation conveys a one-story visual appearance with a downward slopping drive to an interior garage.

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.

The relationship of the width to the height of present windows is visually compatible with buildings, public ways, and places to which the building is visually related. The window size for new windows will be modestly increased so as not to change the visual relationship.

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.

The relationship of solids to voids in the front façade of the existing building will not be altered except incidental to the exterior upgrades but shall remain visually compatible with buildings, public ways, and places to which it is visually related.

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.

The relationship of the existing buildings to the open space between it and adjoining buildings or structures will remain as present and shall remain visually compatible with the buildings, public ways, and places to which it is visually related.

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.

The relationship of existing entrances and other projections to sidewalks will remain as present and shall remain visually compatible with the buildings, public ways, and places to which it is visually related.

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.

The relationship of the existing materials and texture of the façade will generally remain as present and shall remain visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.

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

Applicant intends to move the HVAC unit to the roof and add a small screening roof structure within the existing building height, and which would remain visually compatible with the buildings to which it is visually related.

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.

Building facades and appurtenances such as walls, fences, and landscape masses currently 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. Such structures will be upgrade, repaired and/or repainted consistent with the existing visual compatibility.

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 size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies will not be changed except to the extent necessary move the HVAC unit to the roof and add a roof and add a small screening roof structure but shall remain visually compatible with the buildings, public ways, and places to which they are visually related.

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 buildings shall remain 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.

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

N/A.

REVIEW CRITERIA – Site Plan Review

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

Applicant has received a special use permit allowing it to install a non-retail showroom for its business proposes. Thus, the existing 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.

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

The proposed site plan does not interfere with easements and rights-of-way. Vehicular access to the site is from a single ingress and egress point off Ogden Avenue directly onto the sire.

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

The existing site plan does not unreasonably destroy, damage, detrimentally modify, or interfere with the enjoyment of significant natural, topographical, or physical features of the site. The proposed site plan including new landscaping will upgrade and enhance the natural, topographical, or physical features of the site.

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

The exiting site does not unreasonably injurious or detrimental to the use and enjoyment of surrounding property. The proposed site plan will not change the location of the buildings and will include new landscaping, and parking lot repairs and treatment.

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

The current site, as a former medical office building did not create undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site. The proposed site plan will not result in any material alteration in that most vehicular traffic results from employees and appointment based customers.

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

The current screening of the site provides adequate shielding from or for nearby uses including the limited residential nearby uses. The current screening will be maintained.

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

See 4 above.

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

The site was submitted for an application for a special use permit of an interior showroom, which the Plan Commission and Village Board unanimously approved. The proposed site plan preserves the existing open space and includes landscaping upgrade.

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

The proposed site plan preserves current drainage and with new landscaping will not cause erosion in the integration of the site into the overall existing and planned ordinance system serving the community.

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

serving the Village.

The proposed site plan will maintain or decrease utility system usage for the site, in that the prior water usage for the former medical office building consumed more water than the current intended use as an office and showroom, and electric utility usage should remain static, and the site's utilities should remain consistent with the overall existing and planned utility system serving the Village.

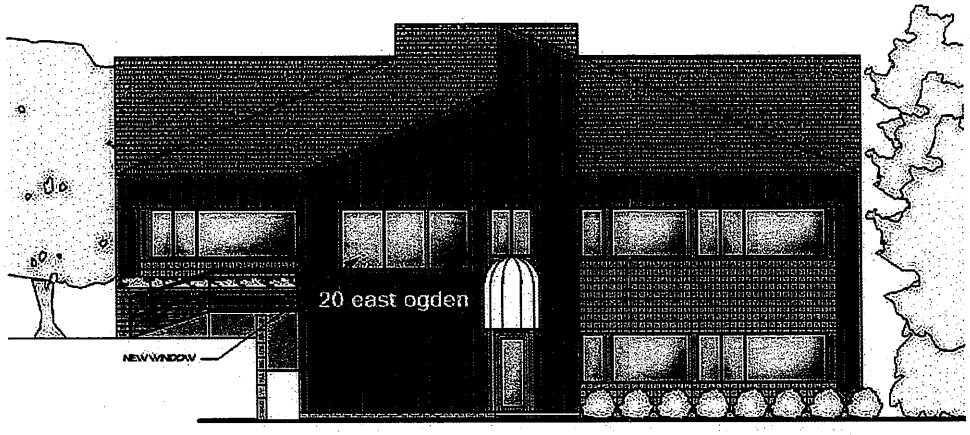
11. The proposed site plan does not provide for required public uses designated on the Official Map.

N/A

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

The proposed site plan does not otherwise adversely affects the public health, safety, or general welfare.

Attachment 1



SOUTH ELEVATION-PROPOSED



SOUTH ELEVATION-EXISTING

LaMantia
DESIGN & CONSTRUCTION CO., INC.
20 OGDEN AVENUE HINSDALE, IL

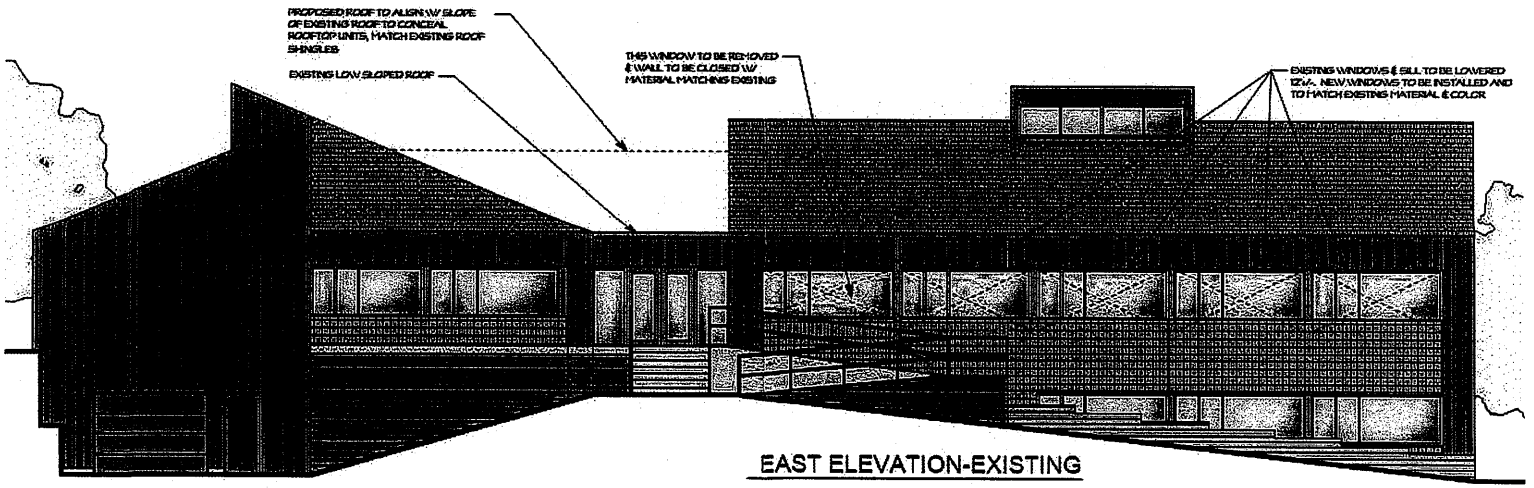
DATE: 2/17/16

1 OF 3 SHTS.

Attachment 1



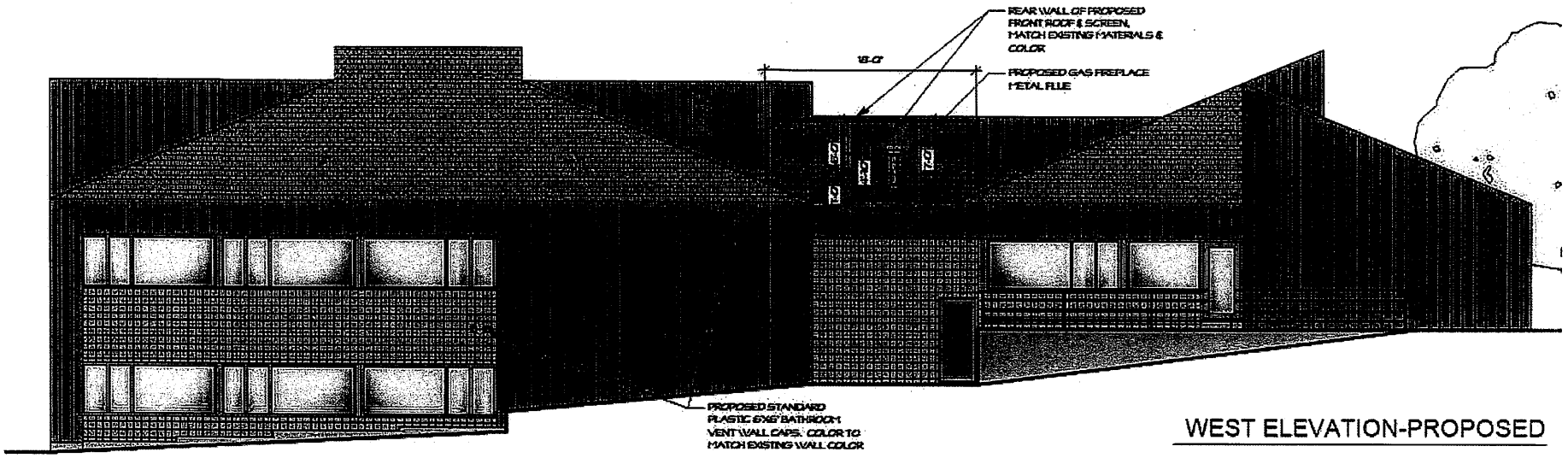
EAST ELEVATION-PROPOSED



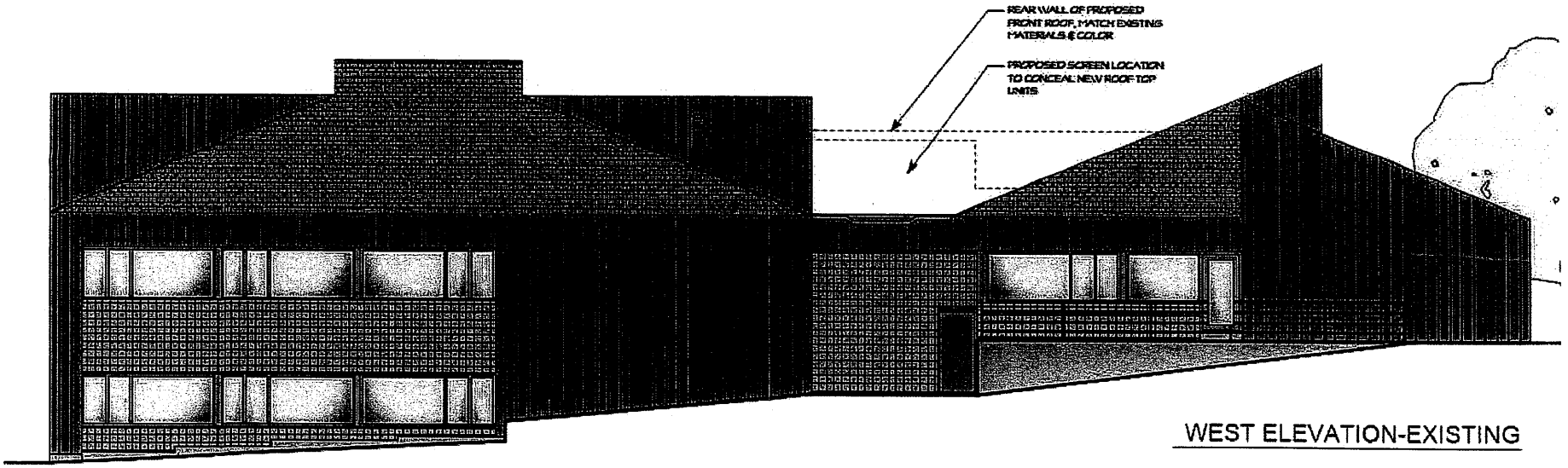
EAST ELEVATION-EXISTING

2 OF 3 SHTS.

Attachment 1



WEST ELEVATION-PROPOSED



WEST ELEVATION-EXISTING

3 OF 3 SHTS.

Attachment 1

LaMantia

DESIGN & CONSTRUCTION CO., INC.

20 OGDEN AVENUE HINSDALE, IL

PROJECT SCOPE: RENOVATE EXISTING 13,560 S.F.
SPRINKLERED, 2 STORY, 2B CONSTRUCTION TYPE BUILDING

NOTE: ALL LUMBER INSTALLED TO BE FIRE-TREATED

UNIT MASONRY SYSTEM
PART 1 GENERAL
1.01 SECTION INCLUDES
A. Concrete masonry units, reinforcement, anchorage and accessories.
1.02 SUBMITTALS
A. Product Data: Provide masonry units and fabricated wire reinforcement.
B. Samples: Submit four modules of decorative face brick units to illustrate color, texture and extremes of color range.
1.03 QUALITY ASSURANCE
A. Perform Work in accordance with ACI 530 and ACI 530.1.
1.04 ENVIRONMENTAL REQUIREMENTS
A. Cold weather requirements: TMS: Recommended practices and guide to specifications for Hot Weather Masonry Construction.
B. Hot weather requirements: NRMCA Recommended practices and guide to specifications for Hot Weather Masonry Construction.
PART 2 PRODUCTS
2.01 CONCRETE MASONRY UNITS
A. Hollow Load Bearing Block Units: ASTM C90, Type I. Moisture controlled, lightweight.
B. Solid Load Bearing Block Unit: ASTM C90, Type I. Moisture controlled, lightweight.
2.02 BRICK UNITS
A. Face Brick: ASTM C216, Type FBS, grade SW color as selected by Owner.
B. Size and shape: To be selected by Owner.
C. Solid Brick: Provide solid brick at exposed edge on sill brick.
2.03 REINFORCEMENT AND ANCHORAGE
A. Single Wythe Joint Reinforcement: Truss or ladder type, cold drawn steel wire conforming to ASTM A82.
B. Reinforcing Steel: ASTM A615, deformed grade, billet bars.
C. Ties: Fully corrugated formed truss metal.
D. Anchor Bolts: 19 mm with 4 inch standard hook, 7 inch length as required for concrete footing.
2.04 MORTAR AND GROUT
A. Mortar and Grout: As specified in previous section.
2.05 FLASHINGS
A. Flexible Flashings: Sheet polyvinyl chloride, 20 mil thick.
2.06 ACCESSORIES
A. Wicks: Full height pile with wicks or plastic cords.
PART 3 EXECUTION
3.01 EXAMINATION AND PREPARATION
A. Verify that build conditions are acceptable and are ready to receive work.
B. Coordinate placement of anchors supplied to other Sections.
3.02 COURSING
A. Maintain necessary courses to adjacent dimensions. Form vertical and horizontal joints of uniform thickness.
3.03 WEEPS
A. Install weeps in masonry at 32 inches o.c. horizontally at foundation and 16 inches o.c. above wall openings. Locate above through-wall flashing above shelf angles and lintels, and at bottom of walls.
3.04 MASONRY CLEANING
A. Control flashing to prevent any of the droppings or mortar from adhering to adjacent surfaces. Remove any mortar that does adhere to adjacent surfaces immediately.
B. Clean masonry surfaces with clean water and brushes.
STRUCTURAL STEEL NOTES
1. Structural steel work shall be in accordance with "Manual of Steel Construction", AISC latest Edition.
2. Welding shall be performed by a qualified welder.
3. Bolts shall be in accordance with the AISC specifications for design, fabrication and erection of structural steel for buildings, latest edition and standard code of arc and gas welding in building construction by American Welding Society.
4. Beam to beam column connections shall be WT sections with minimum web thickness of 3/8 inch. Use 3/4 inch diameter A325-N type bolts for WT ends to internal web connections. WT sections shall be shop welded to the face of beams with a 5/16 inch seam as weld.
5. Beams to beam connections shall be per Table 10-A of the "Manual of Steel Construction", AISC latest Edition with a 2, minimum thickness of 3/8 inch and A325-N type bolts.
7. STEEL:
A. Structural steel shall conform to ASTM A36. Rods shall be ASTM A325 unless noted otherwise.
8. All steel beams to be designed in accordance with Appendix B of the AISC Manual "Engineering for Steel Construction". Precise numbering as required. All connections to be welded, unless noted, to a value of at least 1/2 inch.
9. All beam splices and moment connections, shall be penetration welded to minimum full capacities of the original beam. Bolted connections shall be used for erection purposes only, unless approved in writing by the engineer of record. Splices are required for construction purposes, connection shall conform to sketches made by the Architect and the various unspecified conditions to be met any conditions shall be noted with each sketch.
10. See Architectural drawings for miscellaneous steel, lintels, angles, etc.
11. Verify all openings for mechanical equipment, etc., with mechanical contractors before erection of any steel. Provide angle frames for all openings larger than 12 inches square and provide all auxiliary framing as required.

Rough Carpentry
1. All plywood shall be DFPA, grade marked to comply with PS1-66 and shall be Standard Grade Fir. Floor plywood shall be 3/4" T&G APA 48/24.
2. All roof walls shown on the structural drawings shall have 2x4 or 2x6 studs spaced 16" o.c. as shown.
3. Top plates shall be doubled on all stud walls.
4. Cripples under headers shall be used, to be solid pick.
5. Block all stud walls as required for sheathing.
6. Ledgers shall be lowered and bolted to concrete with 1/2"dia. x 10" anchor bolts at 1'-0" o.c. maximum spacing, staggered.
7. All wall sheathing shall be applied as follows:
A. Apply gypsum board so that end joints of adjacent courses do not occur over the same stud.
8. Sawn Lumber material shall be as follows.
A. Sawn lumber calculations are based on Hem Fir, except as shown otherwise on the drawings, graded in accordance with Standard Grading Rules of WWPA or Rule 41-8 of WCLIB, as follows:
1. Light framing- No. 2 and better.
2. Studs- No. 1 and better (bearing)
3. Joists and Plates- No. 1 and better.
4. Beams and Stringers- Dense No. 1 and better.
5. Posts and Timbers- Dense No. 1 and better.
B. All 2"x lumber shall be seasoned to 19% maximum moisture content.
C. All wood in contact with concrete, masonry or soil shall be pressure treated.
9. All exposed and paneled framing shall be of clear grade and shall be blocked solid with same depth pieces 24" o.c. from full length.

Masonry
1. Concrete masonry units shall be lightweight blocks conforming to ASTM C-90, Fm 1500 700 psi.
2. Mortar to be type M or S and joints are to be tooled concave.
3. Brick veneer anchors to be placed every second course vertically, 16" o/c.
4. Provide brick flashing and exterior steel lintels with weep holes at 24" o.c. with welded tags ends.
5. Use clean sand, well graded and free of any deleterious substances. Use only potable water.
6. All work shall be done at a cold class quarter by experienced mechanics skilled in their trade.
7. Cold weather installation: When air temperature is below 40 degrees F, set above 25 degrees F, and and mixing water shall be preheated to minimum of 70 degrees F, maximum of 120 degrees F.
8. Keep all brick free from mortar pour to placement.
9. Set all anchor plates, bolts and lines.
10. Set all units, bolt bottom and ends, in full bed of mortar with joints uniform in thickness.
11. Clean bricks of all excess mortar upon completion of installation. No acid shall be used unless approved by the Architect.

Masonry
Part One GENERAL
1.01 SECTION INCLUDES
A. Mortar and grout for masonry.
1.02 ENVIRONMENTAL REQUIREMENTS
A. Cold weather requirements: MASC: Recommended practices and guide specifications for cold weather masonry construction.
B. Hot weather requirements: MASC Recommended practices and guide specifications for hot weather masonry construction.
Part Two PRODUCTS
2.01 MATERIALS
A. Portland Cement: ASTM C150, Type I.
B. Mortar Aggregate: ASTM C144, standard masonry type.
C. Hydrated Lime: ASTM C207, Type S.
D. Mortar Color: Bulls or Solite SPS.
E. Grout Aggregate: ASTM C404.
F. Water: Clean and potable.
2.02 MORTAR MIXES
A. Mortar for Load Bearing Walls and Partitions: ASTM C270, Type S using the Property Method.
B. Mortar for Non-Load Bearing Walls and Partitions: ASTM C270, Type M using the Property Method.
C. Mortar for Reinforced Masonry: ASTM C270, Type S using the Property Method.
D. Mortar for Masonry Foundation Walls: ASTM C270, Type M using the Property Method.
2.03 MORTAR MIXING
A. Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C270.
B. Add manufacturer's admixtures in accordance with manufacturer's instructions.
C. Do not use antifreeze compounds to lower the freezing point of mortar.
2.04 GROUT MIXES
A. Bond Beams, Lintels, and Engineered Masonry: 3000 psi strength mass grout, 4000 psi strength at 28 days for masonry walls below grade, 8-10 inches slump, mixed in accordance with ASTM C476.
2.05 GROUT MIXING
A. Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C476.
B. Do not use antifreeze compounds to lower the freezing point of grout.
Part Three EXECUTION
3.01 INSTALLATION
A. Install mortar in accordance with ASTM C780. Install grout in accordance with ASTM C476.
B. Work grout into masonry cores and cavities to eliminate voids. Do not exceed pour requirements.

CONTRACTORS RESPONSIBILITIES
THE SCOPE OF THE WORK DESCRIBED HEREIN INCLUDES FURNISHING ALL MATERIALS, LABOR, TOOLS, PLANT, SUPPLIES, EQUIPMENT, TRANSPORTATION, SUPERVISION, INSURANCE, TAXES AND ALL OTHER SERVICES AND FACILITIES NECESSARY TO COMPLETE THE INTENT OF THESE CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING ITS BID TO DETERMINE ACTUAL FIELD CONDITIONS WHICH MAY AFFECT ITS BID. THE SUBMITTING OF A BID FOR THE PROJECT WILL SERVE AS NOTICE THAT CONTRACTOR HAS MADE AFOREMENTIONED DETERMINATIONS. AS NO ADDITIONAL SUMS WILL BE ALLOWED FOR FAILURE TO DO SO. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCY OR OMISSION IN THE CONSTRUCTION DOCUMENTS WHICH AFFECT THE WORK, PRIOR TO SUBMITTING HIS BID.

GUARANTEE
ALL WORK PERFORMED AND MATERIALS UTILIZED SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR (MINIMUM) UNLESS NOTED OTHERWISE, AFTER THE DATE OF SUBSTANTIAL COMPLETION, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS. CONTRACTOR AGREES TO REMEDY SUCH DEFECTS IN A TIMELY MANNER AT NO ADDITIONAL COST TO THE OWNER.

INSURANCE
CONTRACTOR SHALL SUBMIT, PRIOR TO COMMENCEMENT OF WORK, CERTIFICATE OF INSURANCE NAMING OWNER, ARCHITECT AND THEIR AGENTS AS ADDITIONAL INSURED, CONFIRM WITH OWNER THESE MINIMUM REQUIREMENTS.
(A) PUBLIC LIABILITY OF NOT LESS THAN $2,000,000.00 (INCLUDING CONTRACTOR'S PROTECTIVE LIABILITY, COVERING EXPLOSION AND COLLAPSE, COMPLETED OPERATIONS COVERAGES AND BROAD FORM BLANKET CONTRACTUAL LIABILITY COVERAGE.
(B) WORKMAN'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE AS REQUIRED BY ANY EMPLOYEE BENEFIT ACTS OR OTHER STATUTES APPLICABLE WHERE THE WORK IS TO BE PERFORMED AS WILL PROTECT OWNER'S CONTRACTOR FORM ANY AND ALL CLAIMS UNDER AGREEMENTS.
(C) COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE, INCLUDING THE OWNERSHIP MAINTENANCE, AND OPERATION OF ANY AND ALL MOTOR AUTOMOTIVE EQUIPMENT OWNED, HIRED AND UNOWNED, $2,000,000 COMBINED LIMITS.
CONTRACTOR AGREES TO HOLD AFOREMENTIONED HARMLESS ON ALL O.S.H.A. AND WORKMEN SAFETY REQUIREMENTS, AND SHALL FULLY COMPLY WITH ALL SUCH REQUIREMENTS AS THEY APPLY TO THE METHODS AND DEVICES USED IN THE EXECUTION OF THE WORK. ADDITIONALLY, SHALL ALSO COMPLY WITH SUBSTITUTE GROUNDWIRE PASSED JANUARY 2000, NEW SECTIONS 13-212-380-040.

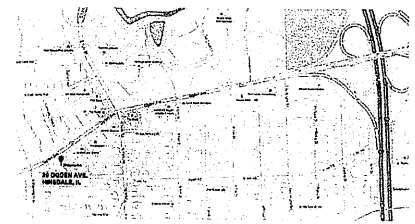
CLEANUP
CONTRACTOR SHALL KEEP THE PROJECT AREA REASONABLY CLEAN AT ALL TIMES, AND THOROUGHLY REMOVE WASTE MATERIALS, RUBBISH AND DEBRIS LIGHTLY FREELY DURING THE COURSE OF THE CONSTRUCTION. FINAL CLEANING SHALL BE PERFORMED JUST PRIOR TO ACCEPTANCE BY THE OWNER.

OWNERSHIP OF DOCUMENTS
THE DRAWINGS HEREWITH AND THE ARCHITECTURAL DESIGN EMBODIED POWLAND THE RIGHTS THEREOF AS DEFINED BY COPYRIGHT LAWS BELONG TO THE AUTHOR (STROMP ARCHITECTS, LTD) AND ARE NOT TO BE COPIED OR REPRODUCED WITHOUT PERMISSION FROM THE ARCHITECT.

APPLICABLE STANDARDS
IN PROCURING MATERIALS AND INSTALLING SAME FOR THIS PROJECT, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE DETAILED REQUIREMENTS OF ALL APPLICABLE CODES AND STANDARDS AS WELL AS MANUFACTURER'S STANDARDS, RECOMMENDATIONS AND SPECIFICATIONS, AND COMPLY FULLY WITH SAID REQUIREMENTS. THE BUILDING CODES AND ADDENDA OF CHICAGO, COOK COUNTY, WILL BE CONSIDERED AS A MINIMUM STANDARD IN THE CONSTRUCTION OF THIS PROJECT AND WILL TAKE PRECEDENCE ONLY OVER THE LACK OF ANY DETAILED INFORMATION CONTAINED IN THESE CONSTRUCTION DOCUMENTS.

BUILDING PERMITS
ALL BUILDING PERMITS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.

GENERAL NOTES
1. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO START OF WORK. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR INTERFERENCES.



LOCATION MAP

Village of Hinsdale Building Codes:

2012 International Energy Conservation Code with state amendments
2006 International Building Code with local amendments
2006 International Residential Building Code with local amendments
2006 International Mechanical Code with local amendments
2014 Illinois State Plumbing Code
2006 International Fuel Gas Code
2005 National Electric Code with local amendments
2003 NFPA101 Life Safety Code

FIRE PREVENTION NOTES:

THE FIRE ALARM AND SPRINKLER SYSTEM ARE TO BE MAINTAINED AND OPERATIONAL DURING THE RENOVATION.

THE FIRE ALARM SYSTEM WILL NEED TO BE UPGRADED AND A SEPARATE SET OF PLANS WILL BE REQUIRED FOR THE UPGRADE PER NFPA 72, 2013 EDITION.

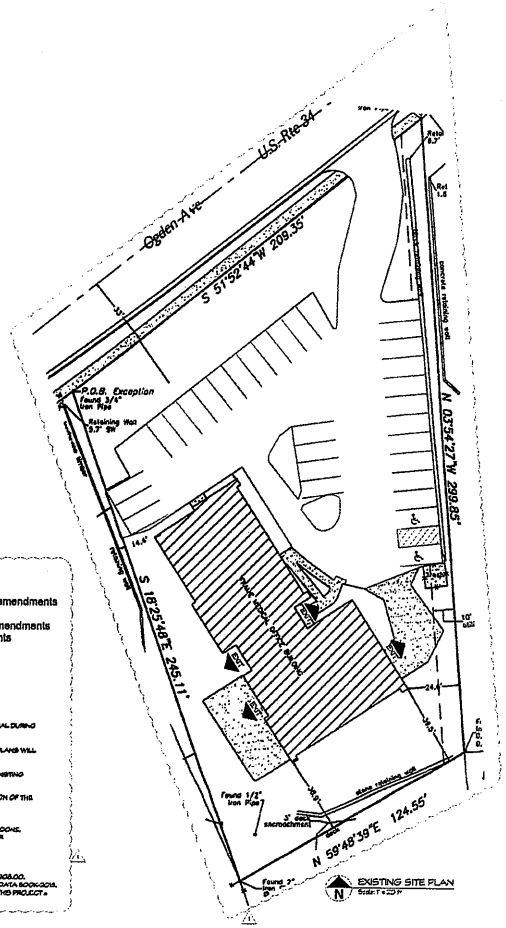
EMERGENCY LIGHTS LOCATED IN EXISTING STAIRWELLS AND WASHROOMS ARE EXISTING AND OPERATIONAL.

FIRE EXTINGUISHERS ARE REQUIRED DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. EXTINGUISHERS SHOULD BE 5A40BC. SEE PLANS ON SHEETS A-0 FOR LOCATIONS.

THE SPRINKLER SYSTEM MAY REQUIRE ALTERATIONS BASED ON THE WORK BEING DONE. SPRINKLER PLANS WILL BE REQUIRED OR AN ON-SITE MEETING WITH THE SPRINKLER CONTRACTOR, IF THE WORK IS MINIMAL.

ILLINOIS ACCESSIBILITY COMPLIANCE NOTE:

THE REPRODUCTION COST OF THIS BUILDING HAS BEEN ESTIMATED TO BE: $1,844,908.00.
THIS VALUE WAS PROVIDED BY THE IRS FOR AN BUILDING CONSTRUCTION COST DATA BOOK-2015.
10% OF $1,844,908.00 = $276,736.20. THE ESTIMATED CONSTRUCTION COST FOR THIS PROJECT = $68,000.00.



LIST OF DRAWINGS

T1	TITLE SHEET & NOTES	A7	DETAILS & SCHEDULES	E0	ELECTRICAL SCHEDULES
A0	LIFE SAFETY PLANS	E0	ELECTRICAL NOTES	M0	HVAC SCHEDULES & NOTES
A1	DEMOLITION FLOOR PLANS	E1	LOWER LEVEL ELECTRICAL POWER PLAN	M1	LOWER LEVEL HVAC PLAN
A2	LOWER LEVEL PROPOSED FLOOR PLAN	E2	UPPER LEVEL ELECTRICAL POWER PLAN	M1	UPPER LEVEL HVAC PLAN
A3	UPPER LEVEL PROPOSED FLOOR PLAN	E3	ROOF ELECTRICAL POWER PLAN	M 2	ROOF HVAC PLAN
A4	ROOF TOP UNIT FRAMING PLAN & SECTIONS	E4	LOWER LEVEL LIGHTING PLAN	P0	PLUMBING NOTES & SCHEDULES
A5	ROOF PLAN	E5	UPPER LEVEL LIGHTING PLAN	P1	LOWER LEVEL PLUMBING PLAN
A6	EXTERIOR ELEVATIONS				

LaMantia
20 OGDEN AVENUE
HINSDALE, IL

9100 Ogden Avenue
Brookfield, IL 60513
Phone: (708) 387-9900
Fax: (708) 485-2023

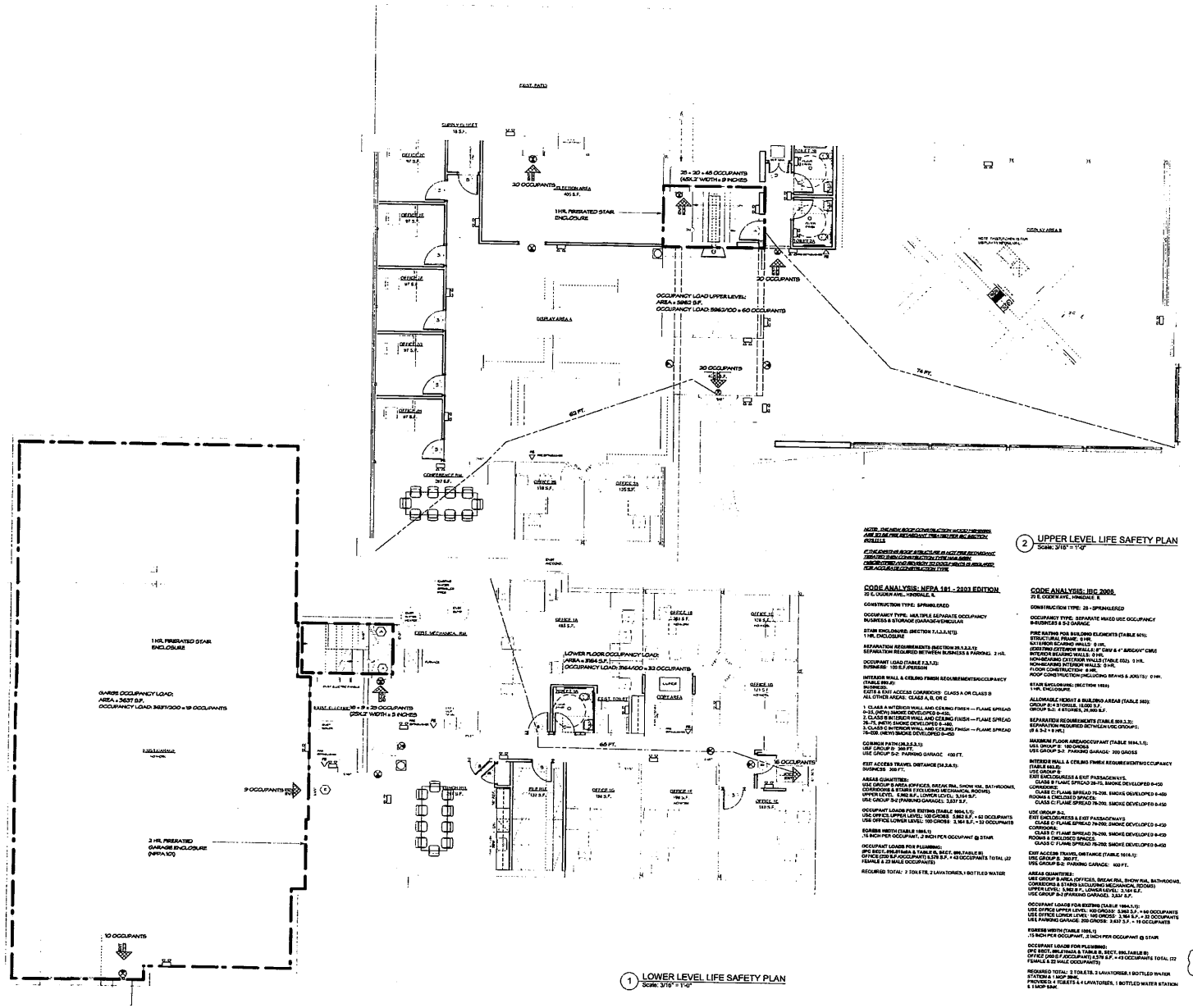
PETER T. TROMP
LICENSED ARCHITECT
001-018744

LICENSE EXPIRATION DATE: 11/27/16

ENERGY CONSERVATIONS THESE DRAWINGS WERE DONE UNDER MY DIRECT SUPERVISION & TO THE BEST OF MY KNOWLEDGE CONFORMS TO CODES & LOCAL ORDINANCES OF HINSDALE, IL

DATE	9/18/15
TC PERMIT	1/3/16
PERMIT REV. 1	3/3/16
PERMIT REV. 2	3/3/16
PERMIT REV. 3	3/3/16
DRAWING TYPE	
PRELIMINARY SET	
X PERMIT / CONST. SET	
FINAL CONST. SET	
DRAWN	PT
JOB #	2150906
SHEET	T-1
OF	SHTS.

Attachment 1



1 LOWER LEVEL LIFE SAFETY PLAN
Scale: 3/16" = 1'-0"

2 UPPER LEVEL LIFE SAFETY PLAN
Scale: 3/16" = 1'-0"

NOTE: THE NEW ROOF CONSTRUCTION WOOD MEMBERS ARE EITHER FIRE RETARDANT TREATED PER SECTION 602.1.1.5

IF ATTACHMENT OF ROOF MEMBRANE IS NOT FIRE RETARDANT TREATED (NON-COMBUSTION TYPE) THEN THERE SHALL BE A CEMENTITIOUS OR MASONRY TO ROOF FRAMING IN AREA WITHIN FIVE FEET OF ADJACENT CONSTRUCTION TYPES.

CODE ANALYSIS: NFPA 101 - 2003 EDITION

30 E. OGDEN AVE., HINSDALE, IL

CONSTRUCTION TYPE: SPRINKLERED

OCCUPANCY TYPE: MULTIPLE SEPARATE OCCUPANCY
BUSINESS & STORAGE (GARAGE=VEHICULAR

STAIR ENCLOSURE: (SECTION 7-1.2.3.1(1))
1 HR. ENCLOSURE

SEPARATION REQUIREMENTS (SECTION 28.1.3.2.3.1):
SEPARATION REQUIRED BETWEEN BUSINESS & PARKING: 2 HR.

OCCUPANT LOAD (TABLE 7.3.1.2):
BUSINESS: 100 S.F./PERSON

INTERIOR WALL & CEILING FINISH REQUIREMENTS/OCCUPANCY (TABLE 800.3):
PARKING:
EXITS & EXIT ACCESS CORRIDORS: CLASS A OR CLASS B
ALL OTHER AREAS: CLASS A, B, OR C

1. CLASS A INTERIOR WALL AND CEILING FINISH — FLAME SPREAD 0-25, SMOKE DEVELOPED 0-450
2. CLASS B INTERIOR WALL AND CEILING FINISH — FLAME SPREAD 26-75, SMOKE DEVELOPED 0-450
3. CLASS C INTERIOR WALL AND CEILING FINISH — FLAME SPREAD 76-200, (NEW) SMOKE DEVELOPED 0-450

COMMON PATH (28.3.3.3.1):
USE GROUP B: 300 FT.
USE GROUP S-2: PARKING GARAGE: 400 FT.

EXIT ACCESS TRAVEL DISTANCE (38.2.6.1):
BUSINESS: 200 FT.

AREAS QUANTITIES:
USE GROUP B AREA (OFFICES, BREAK RM., SHOW RM., BATHROOMS, CORRIDORS & STAIRS EXCLUDING MECHANICAL ROOMS):
UPPER LEVEL: 5,962 S.F., LOWER LEVEL: 3,164 S.F.,
USE GROUP S-2 (PARKING GARAGE): 3,637 S.F.,

OCCUPANT LOADS FOR EXITING (TABLE 7.3.1.2):
USE OFFICES, UPPER LEVEL: 100 GROSS: 5,962 S.F. = 60 OCCUPANTS
USE OFFICES LOWER LEVEL: 100 GROSS: 3,164 S.F. = 32 OCCUPANTS

EGRESS WIDTH (TABLE 7.3.3.1):
.15 INCH PER OCCUPANT, .2 INCH PER OCCUPANT @ STAIR

OCCUPANT LOADS FOR PLUMBING:
(IPC SECT. 890.010A/A & TABLE B, SECT. 890.TABLE B)
OFFICE (200 S.F./OCCUPANT) 6,378 S.F. = 43 OCCUPANTS TOTAL (22 FEMALE & 22 MALE OCCUPANTS)

REQUIRED TOTAL: 2 TOILETS, 2 LAVATORIES, 1 BOTTLED WATER

CODE ANALYSIS: IBC 2006

30 E. OGDEN AVE., HINSDALE, IL

CONSTRUCTION TYPE: 2B - SPRINKLERED

OCCUPANCY TYPE: SEPARATE MIXED USE OCCUPANCY
B-BUSINESS & S-2 GARAGE.

FIRE RATING FOR BUILDING ELEMENTS (TABLE 601):
STRUCTURAL FRAME: 0 HR.
EXTERIOR BEARING WALLS: 0 HR.
EXTERIOR NON-BEARING WALLS: 4" CMU & 4" BRICK/4" CMU
INTERIOR BEARING WALLS: 0 HR.
NON-BEARING EXTERIOR WALLS (TABLE 602): 0 HR.
NON-BEARING INTERIOR WALLS: 0 HR.
FLOOR CONSTRUCTION: 0 HR.
ROOF CONSTRUCTION (INCLUDING BEAMS & JOISTS): 0 HR.

STAIR ENCLOSURE: (SECTION 1020)
1 HR. ENCLOSURE

ALLOWABLE HEIGHT & BUILDING AREAS (TABLE 503):
GROUP B: 5 STORIES, 18,000 S.F.,
GROUP S-2: 4 STORIES, 26,000 S.F.

SEPARATION REQUIREMENTS (TABLE 508.3.3):
SEPARATION REQUIRED BETWEEN USE GROUPS:
(0 & 2-2 = 0 HR.)

MAXIMUM FLOOR AREA/OCCUPANT (TABLE 1004.1.1):
USE GROUP B: 100 GROSS
USE GROUP S-2: PARKING GARAGE: 200 GROSS

INTERIOR WALL & CEILING FINISH REQUIREMENTS/OCCUPANCY (TABLE 803.9):
USE GROUP B:
EXIT ENCLOSURES & EXIT PASSAGEWAYS:
CLASS B FLAME SPREAD 26-75, SMOKE DEVELOPED 0-450
CORRIDORS:
CLASS C FLAME SPREAD 76-200, SMOKE DEVELOPED 0-450
ROOMS & ENCLOSED SPACES:
CLASS C FLAME SPREAD 76-200, SMOKE DEVELOPED 0-450

USE GROUP S-2:
EXIT ENCLOSURES & EXIT PASSAGEWAYS:
CLASS C FLAME SPREAD 76-200, SMOKE DEVELOPED 0-450
CORRIDORS:
CLASS C FLAME SPREAD 76-200, SMOKE DEVELOPED 0-450
ROOMS & ENCLOSED SPACES:
CLASS C FLAME SPREAD 76-200, SMOKE DEVELOPED 0-450

EXIT ACCESS TRAVEL DISTANCE (TABLE 1016.1):
USE GROUP B: 200 FT.
USE GROUP S-2: PARKING GARAGE: 400 FT.

AREAS QUANTITIES:
USE GROUP B AREA (OFFICES, BREAK RM., SHOW RM., BATHROOMS, CORRIDORS & STAIRS EXCLUDING MECHANICAL ROOMS):
UPPER LEVEL: 5,962 S.F., LOWER LEVEL: 3,164 S.F.,
USE GROUP S-2 (PARKING GARAGE): 3,637 S.F.,

OCCUPANT LOADS FOR EXITING (TABLE 1004.1.1):
USE OFFICE UPPER LEVEL: 100 GROSS: 5,962 S.F. = 60 OCCUPANTS
USE OFFICE LOWER LEVEL: 100 GROSS: 3,164 S.F. = 32 OCCUPANTS
USE PARKING GARAGE: 200 GROSS: 3,637 S.F. = 19 OCCUPANTS

EGRESS WIDTH (TABLE 1005.1):
.15 INCH PER OCCUPANT, .2 INCH PER OCCUPANT @ STAIR

OCCUPANT LOADS FOR PLUMBING:
(IPC SECT. 890.010A/A & TABLE B, SECT. 890.TABLE B)
OFFICE (200 S.F./OCCUPANT) 6,378 S.F. = 43 OCCUPANTS TOTAL (22 FEMALE & 22 MALE OCCUPANTS)

REQUIRED TOTAL: 2 TOILETS, 2 LAVATORIES, 1 BOTTLED WATER STATION & 1 MOP SINK
PROVIDED: 2 TOILETS & 4 LAVATORIES, 1 BOTTLED WATER STATION & 1 MOP SINK

LaMantia
20 OGDEN AVENUE
HINSDALE, IL

9100 Ogden Avenue
Brookfield, IL 60513
Phone: (708) 387-9900
Fax: (708) 485-2023

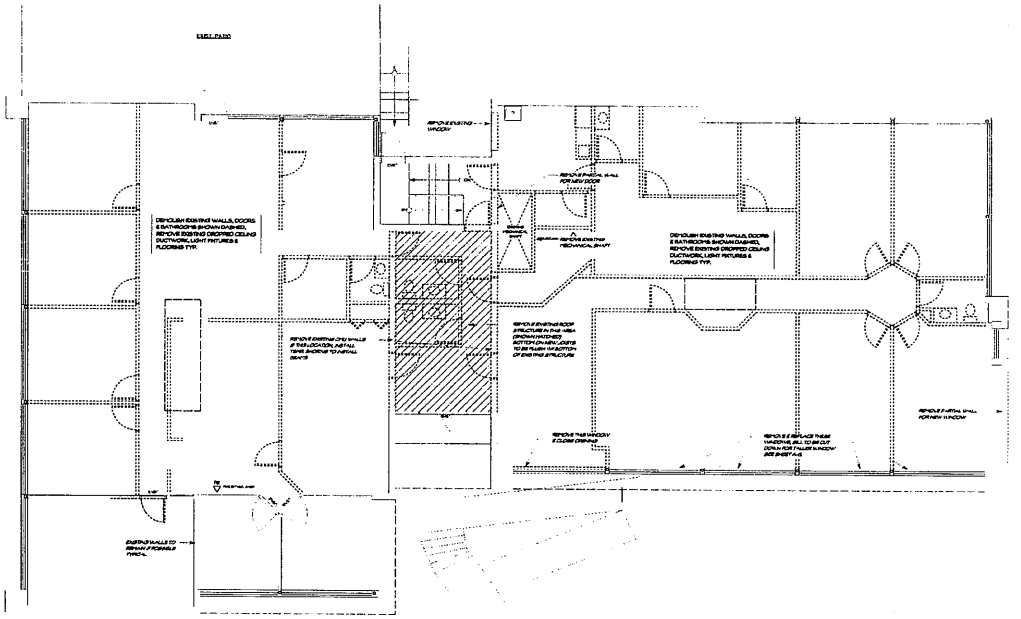
LICENSE EXPIRATION DATE: 11/30/16

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS

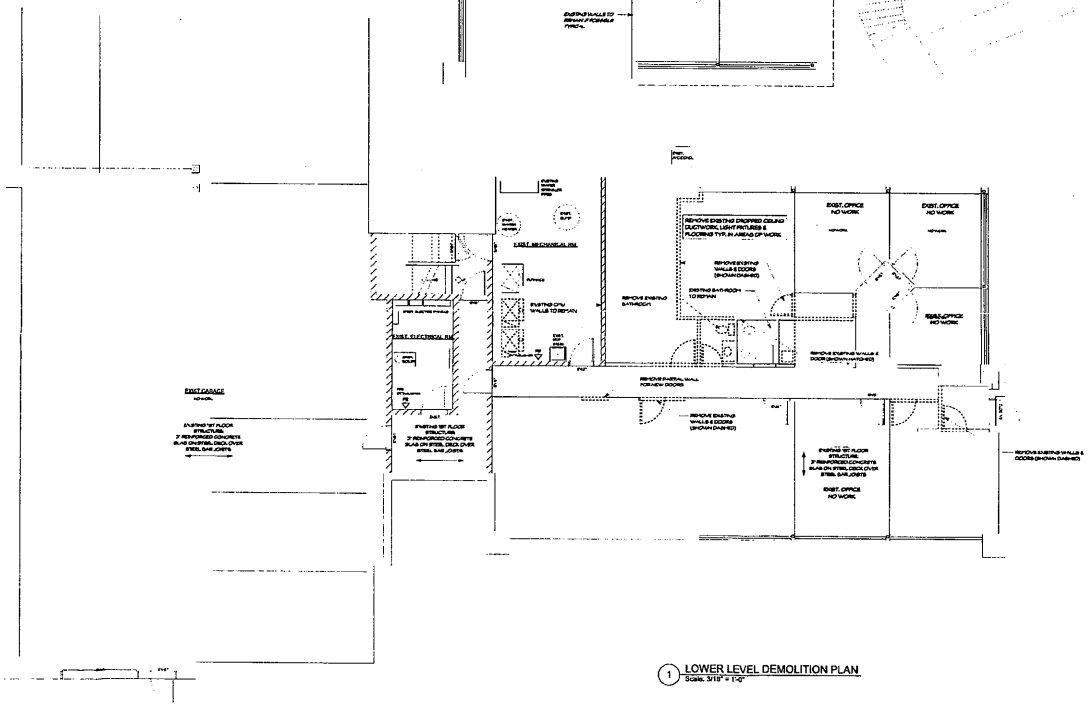
CONFORM TO CODES & LOCAL ORDINANCES OF HINSDALE, IL

DATE	9/18/15
	TO PERMIT 1.3.16
1	PERMIT REV. 1.22.16
	PERMIT REV. 2.8.16
	PERMIT REV. 2.18.16
DRAWING TYPE	
	PRELIMINARY SET
X	PERMIT / CONST. SET
	FINAL CONST. SET
DRAWN	PT
JOB #	2150906
SHEET	A-0
OF	SHTS.

Attachment 1



2 UPPER LEVEL DEMOLITION PLAN
Scale: 3/16" = 1'-0"



1 LOWER LEVEL DEMOLITION PLAN
Scale: 3/16" = 1'-0"

LaMantia
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HINSDALE, IL

9100 Ogden Avenue
Brookfield, IL 60513
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Fax: (708) 485-2023

LICENSE EXPIRATION DATE: 11/30/16

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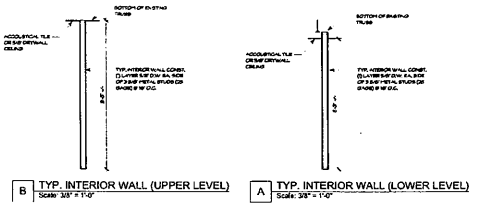
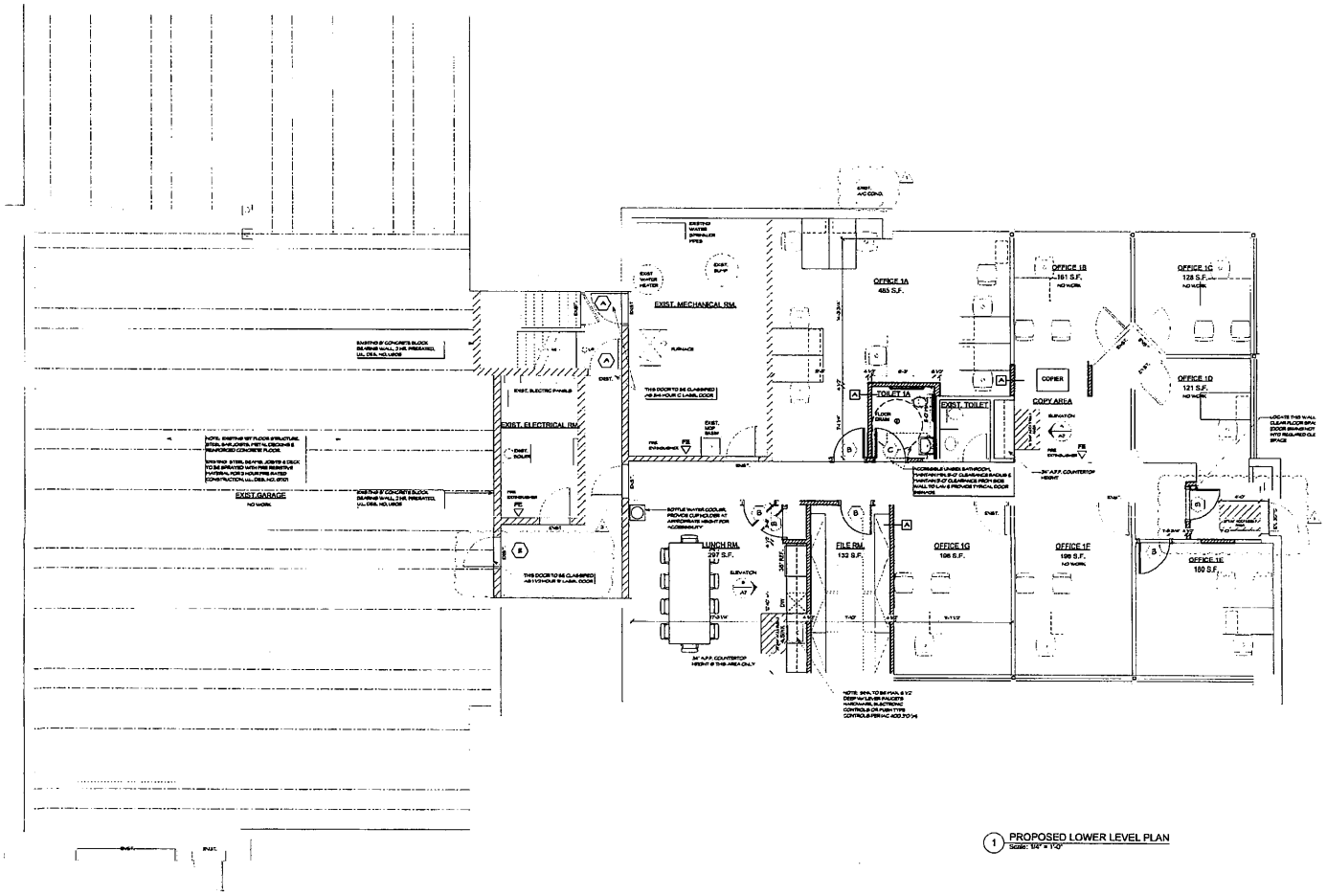
HINSDALE, IL

DATE	9/16/15
	"C PERMIT 1/3/16
△1	PERMIT REV. 1/30/16
	PERMIT REV. 2/18/16
	PERMIT REV. 2/18/16
DRAWING TYPE	
	PRELIMINARY SE
X	PERMIT / CONST. SET
	FINAL CONST. SE
DRAWN	PT
JOB #	2150906
SHEET	A-1
OF	SHTS.

Attachment 1





1 PROPOSED LOWER LEVEL PLAN
Scale: 1/4" = 1'-0"

LaMantia
20 OGDEN AVENUE
HINSDALE, IL

9100 Ogden Avenue
Brookfield, IL 60513
Phone: (708) 387-9900
Fax: (708) 485-2023

LICENSE EXPIRATION DATE: 11/30/15

I HEREBY CERTIFY THAT THESE DRAWINGS WERE DONE UNDER MY DIRECT SUPERVISION & TO THE BEST OF MY KNOWLEDGE CONFORM TO CODES & LOCAL ORDINANCES OF

HINSDALE, IL

DATE 9/18/15

TO PERMIT 1/30/16

1 PERMIT REV. 1/30/16

2 PERMIT REV. 2/8/16

PERMIT REV. 2/8/16

DRAWING TYPE

	PRELIMINARY SE
X	PERMIT / CONST. SET
	FINAL CONST. SE

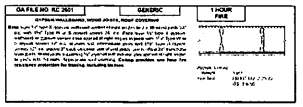
DRAWN PT

JOB # 2150906

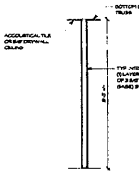
SHEET A-2

OF SHTS.

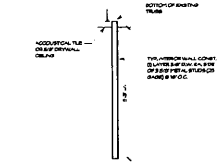
Attachment 1



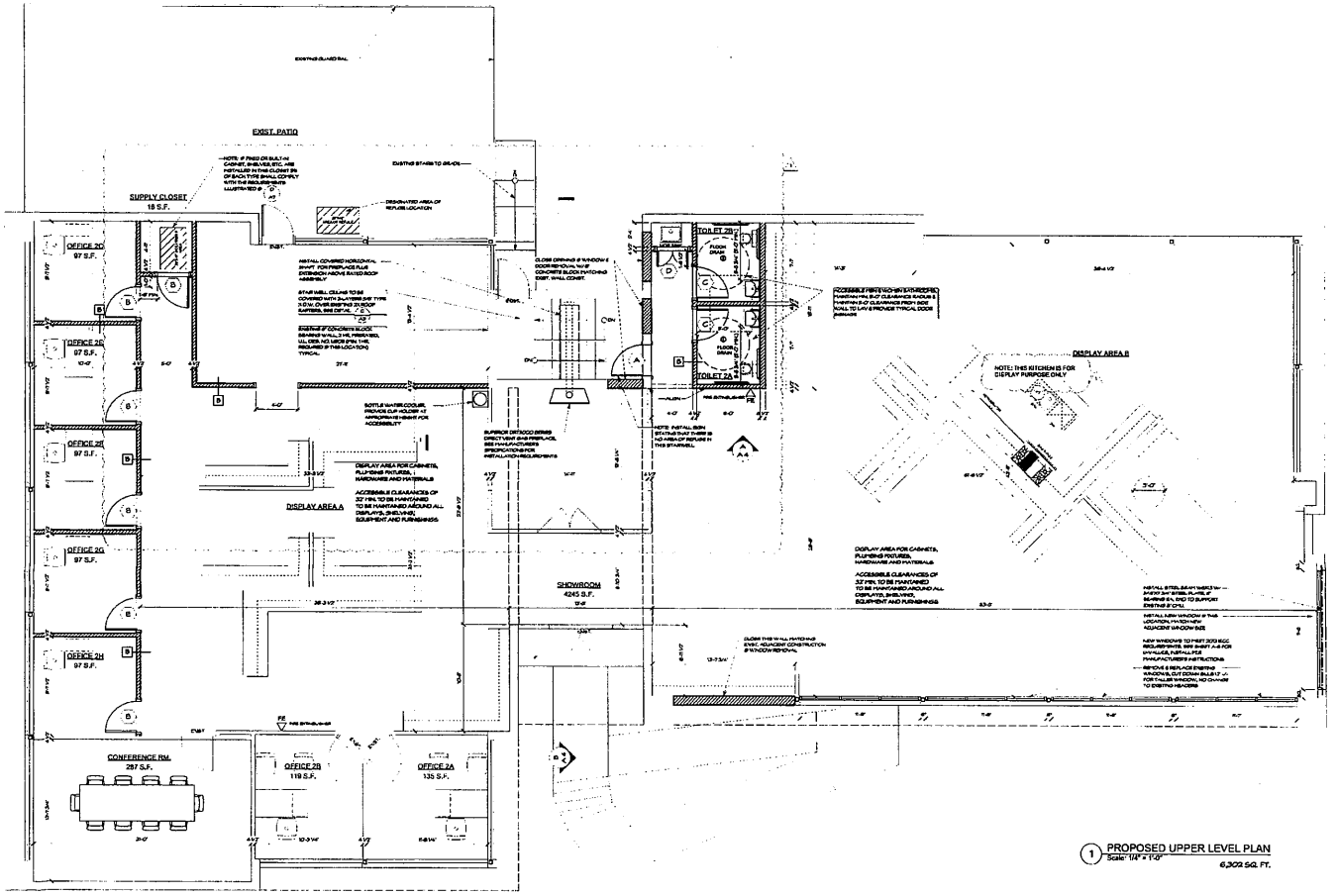
C TYP.1 HOUR FIRE RATED CEILING ASSEMBLY
Scale: 1/4" = 1'-0"



B TYP. INTERIOR WALL (UPPER LEVEL)
Scale: 3/8" = 1'-0"



A TYP. INTERIOR WALL (LOWER LEVEL)
Scale: 3/8" = 1'-0"



1 PROPOSED UPPER LEVEL PLAN
Scale: 1/4" = 1'-0"
6,303 SQ. FT.

LaMantia
20 OGDEN AVENUE
HINSDALE, IL

9100 Ogden Avenue
Brookfield, IL 60513
Phone: (708) 387-9900
Fax: (708) 485-2023

PETER J. TAMBURO
LICENSED ARCHITECT
001.012.0

LICENSE EXPIRATION DATE: 11/30/16

I HEREBY CERTIFY THAT THESE DRAWINGS WERE DONE UNDER MY DIRECT SUPERVISION & TO THE BEST OF MY KNOWLEDGE CONFORM TO CODES & LOCAL ORDINANCES IN

HINSDALE, IL

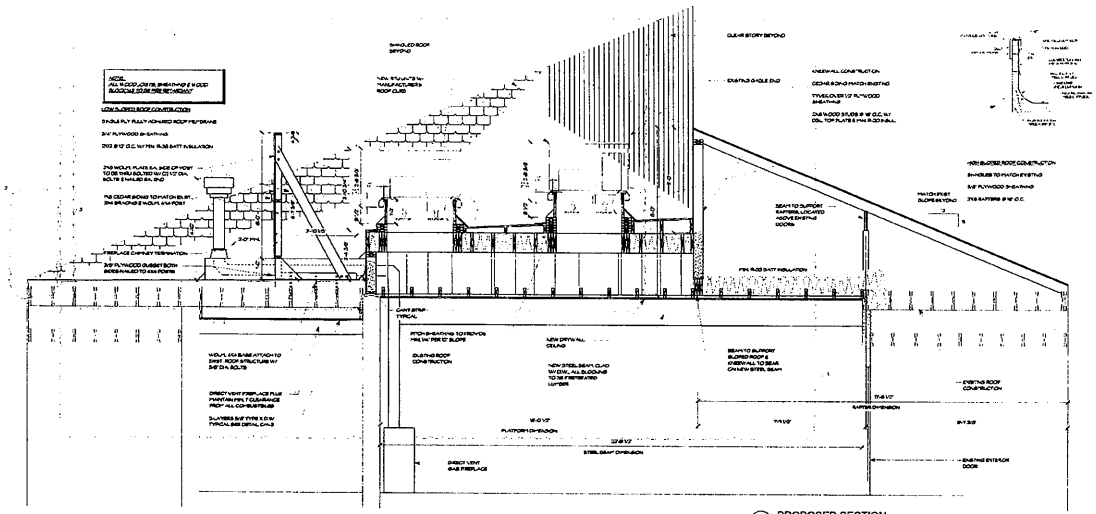
DATE	9/16/15
	TO PERMIT 1.30.16
⚠	PERMIT REV. 1.30.16
	PERMIT REV. 2.5.16
	PERMIT REV. 2.5.16

DRAWING TYPE

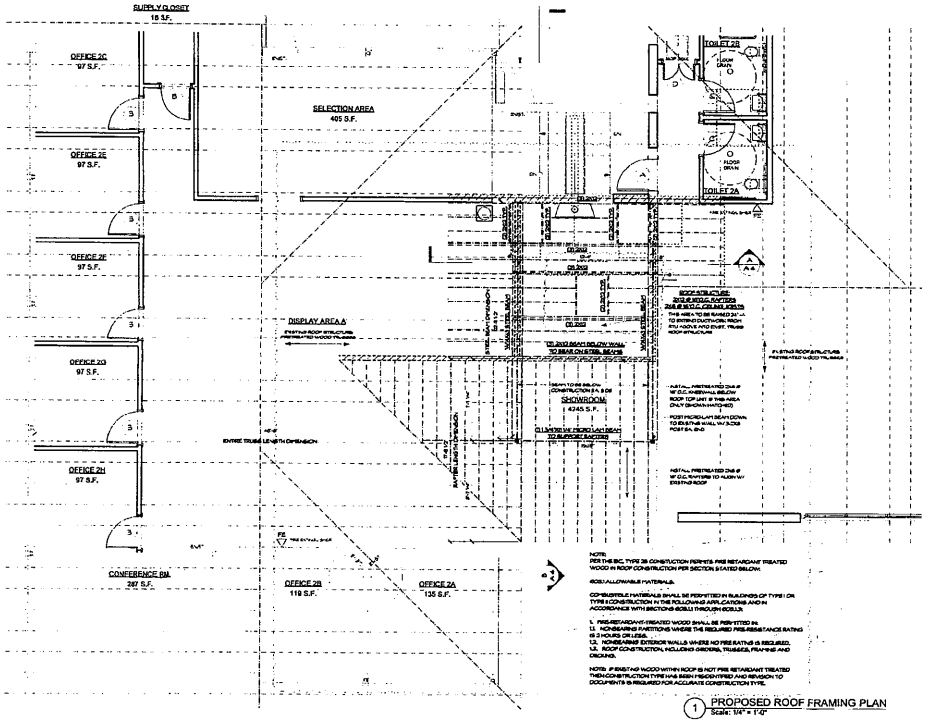
	PRELIMINARY SET
X	PERMIT / CONST. SET
	FINAL CONST. SET

DRAWN	PT
JOB #	2150906
SHEET	A-3
OF	SHTS.

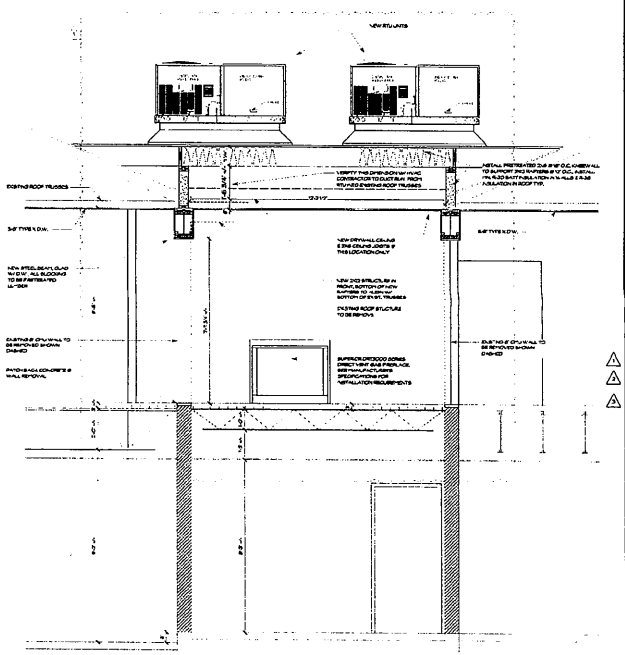
Attachment 1



B PROPOSED SECTION
Scale: 1/2" = 1'-0"



1 PROPOSED ROOF FRAMING PLAN
Scale: 1/4" = 1'-0"



A PROPOSED SECTION
Scale: 1/2" = 1'-0"

LaMantia
20 OGDEN AVENUE
HINSDALE, IL

9100 Ogden Avenue
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DATE	9/16/15
	TO PERMIT 1.13.16
⚠	PERMIT REV. 1.20.16
⚠	PERMIT REV. 2.5.16
⚠	PERMIT REV. 2.26/16
	PERMIT REV. 2.5.16

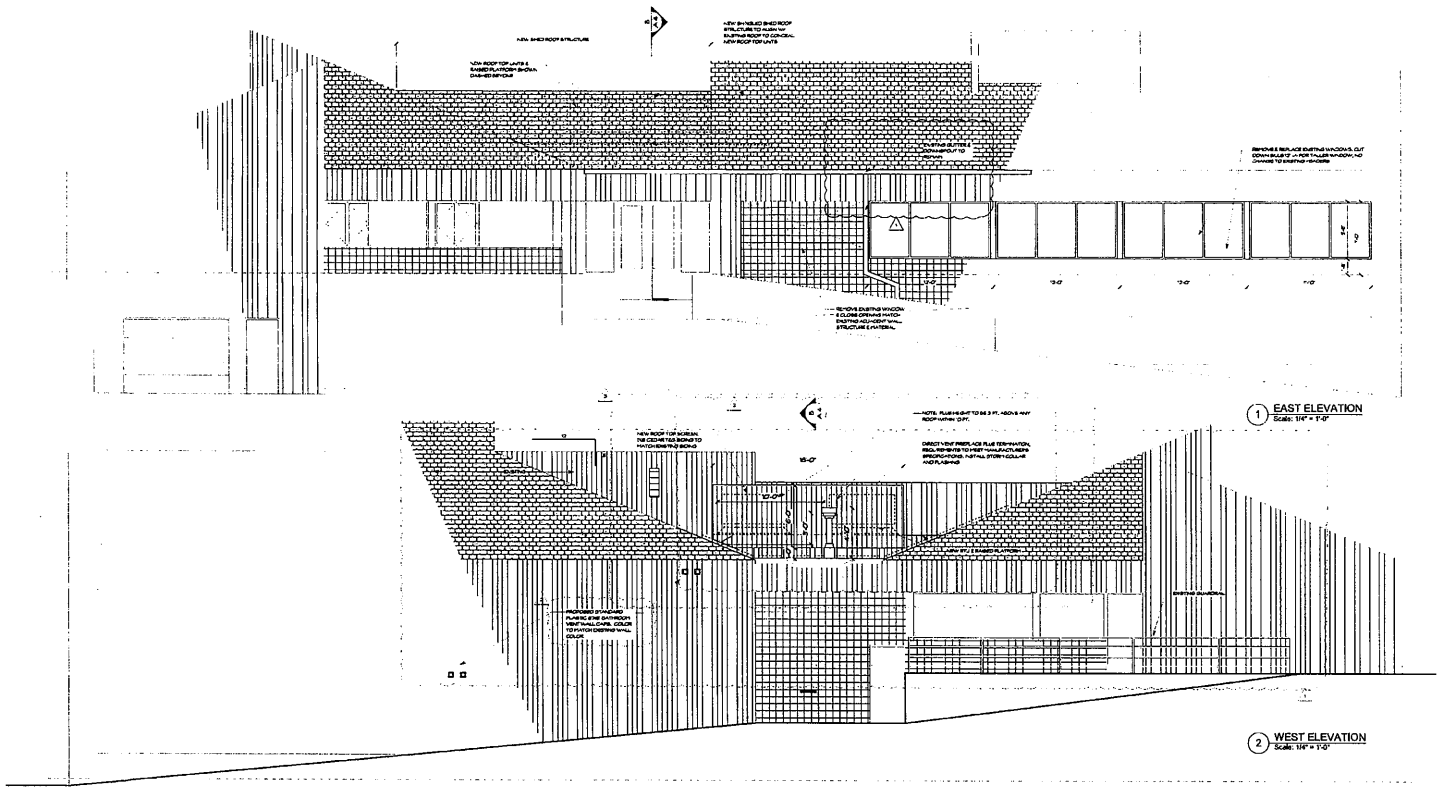
DRAWING TYPE

	PRELIMINARY SET
X	PERMIT / CONST. SET
	FINAL CONST. SET

DRAWN: PT
JOB #: 2150906
SHEET: A-4
OF SHTS.

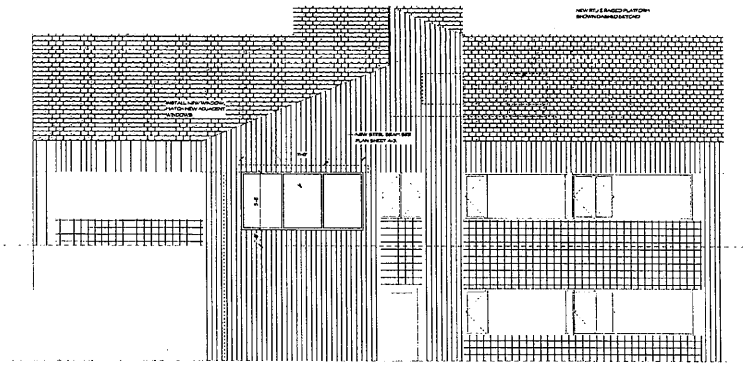
Attachment 1

Attachment 1



1 EAST ELEVATION
Scale: 1/4" = 1'-0"

2 WEST ELEVATION
Scale: 1/4" = 1'-0"



3 SOUTH ELEVATION
Scale: 1/4" = 1'-0"

ZONE UTILIZED

CLIMATE ZONE	1	2	3	4 EXCEPT MARINE	5 AND MARINE 4	6	7	8
Vertical fenestration								
U-factor								
Fixed fenestration	0.50	0.50	0.46	0.38	0.38	0.36	0.29	0.29
Operable fenestration	0.65	0.65	0.60	0.45	0.45	0.43	0.37	0.37
Entrance doors	1.10	0.83	0.77	0.77	0.77	0.77	0.77	0.77
SHGC								
SHGC	0.25	0.25	0.25	0.40	0.40	0.40	0.45	0.45
Skylights								
U-factor	0.75	0.65	0.55	0.50	0.50	0.50	0.50	0.50
SHGC	0.35	0.35	0.35	0.40	0.40	0.40	NR	NR

NR = No requirement.

LaMantia
20 OGDEN AVENUE
HINSDALE, IL

9100 Ogden Avenue
Brookfield, IL 60513
Phone: (708) 387-1900
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DATE	9/18/15
"C" PERMIT	1.2.16
PERMIT REV. 1	3.2.16
PERMIT REV. 2	3.8.16
PERMIT REV. 3	3/25/16
PERMIT REV. 2	5/18
DRAWING TYPE	
PRELIMINARY SET	
X PERMIT / CONST. SET	
FINAL CONST. SET	
DRAWN	PT
JOB #	2150906
SHEET	A-6
OF	SHTS.

Attachment 1

Attachment 1

TACTILE EXIT SIGN REQUIREMENTS

All accessible signage shall comply with the following applicable provisions:

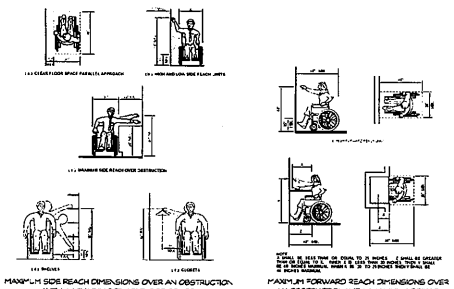
1) Character Proportion. Letters and numbers on signs shall have a width-to-height ratio between 3:5 and 1:1 and a stroke-width-to-height ratio between 1:5 and 1:10. (ADAAG 4.30.2)

2) Character Height. Characters and numbers on signs shall be sized according to the viewing distance from which they are to be read. The minimum height is measured using an upper case X. Lower case characters are permitted. Where signs are suspended or projected overhead in compliance with subsection (a)(ii)(a) of this Section, minimum character height shall be 3 inches or 75 mm.

3) Raised and Brailled Characters and Pictorial Symbol Signs (Pictograms). Letters and numerals shall be raised 1/32 in. (0.8 mm), upper case, sans serif or simple serif type and shall be accompanied with Grade 2 Braille. Raised characters shall be at least 5/8 in. (15 mm) high, but no higher than 2 in. (50 mm). Pictograms shall be accompanied by the equivalent verbal description placed directly below the pictogram. The border dimension of the pictogram shall be 6 in. (152 mm) minimum in height. (ADAAG 4.30.6)

4) Finish and Contrast. The characters and background of signs shall be eggshell, matte, or other non-glare finish. Characters and symbols shall contrast with their background - either light characters on a dark background or dark characters on a light background. (ADAAG 4.30.5)

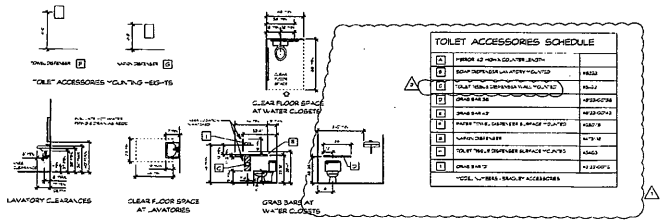
5) Mounting Location and Height. Where permanent identification is provided for rooms and spaces, signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, including at double leaf doors, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60 in. (1525 mm) above the finish floor to the centerline of the sign. Mounting location for such signage shall be so that a person may approach within 3 in. (76 mm) of signage without encountering protruding objects or standing within the swing of a door. (ADAAG 4.30.6)



MAXIMUM SIDE REACH DIMENSIONS OVER AN OBSTRUCTION WITH A MINIMUM 30"X40" FLOOR SPACE

MAXIMUM FORWARD REACH DIMENSIONS OVER AN OBSTRUCTION WITH A MINIMUM 30"X40" FLOOR SPACE

D TYPICAL ACCESSIBLE REQUIRMENTS



TOILET ACCESSORIES SCHEDULE	
A	MIRROR 42" HIGH, CLOSEST EDGE
B	SOAP DISPENSER UNIT, SEE ARCH'L ELEV.
C	TOILET TISSUE DISPENSER, WALL MOUNTED
D	GRAB BAR 36"
E	GRAB BAR 42"
F	PAPER TOWEL DISPENSER & WASTE RECEPTACLE
G	SANITARY DISPOSAL UNIT
H	TOILET PARTITION, SEE ARCH'L ELEV.
I	GRAB BAR 42"

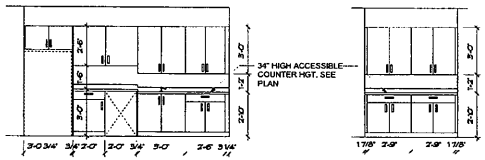
LAVATORY CLEARANCES

CLEAR FLOOR SPACE AT LAVATORIES

GRAB BARS AT WATER CLOSETS

CLEAR FLOOR SPACE AT WATER CLOSETS

C TYPICAL BATHROOM REQUIRMENTS
Scale: 1:55

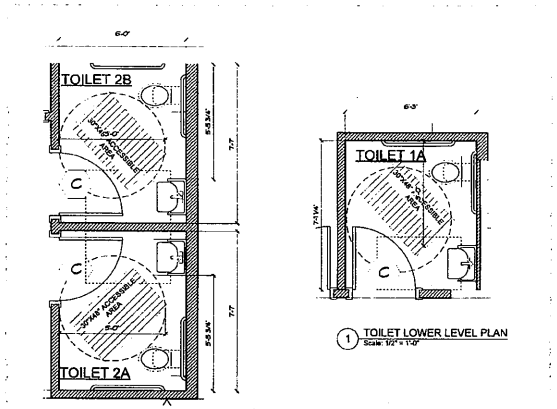


BREAK ROOM LOCATION

COPY AREA LOCATION

B CABINET ELEVATION
Scale: 3/8" = 1'-0"

A CABINET ELEVATION
Scale: 3/8" = 1'-0"



1 TOILET LOWER LEVEL PLAN
Scale: 1/2" = 1'-0"

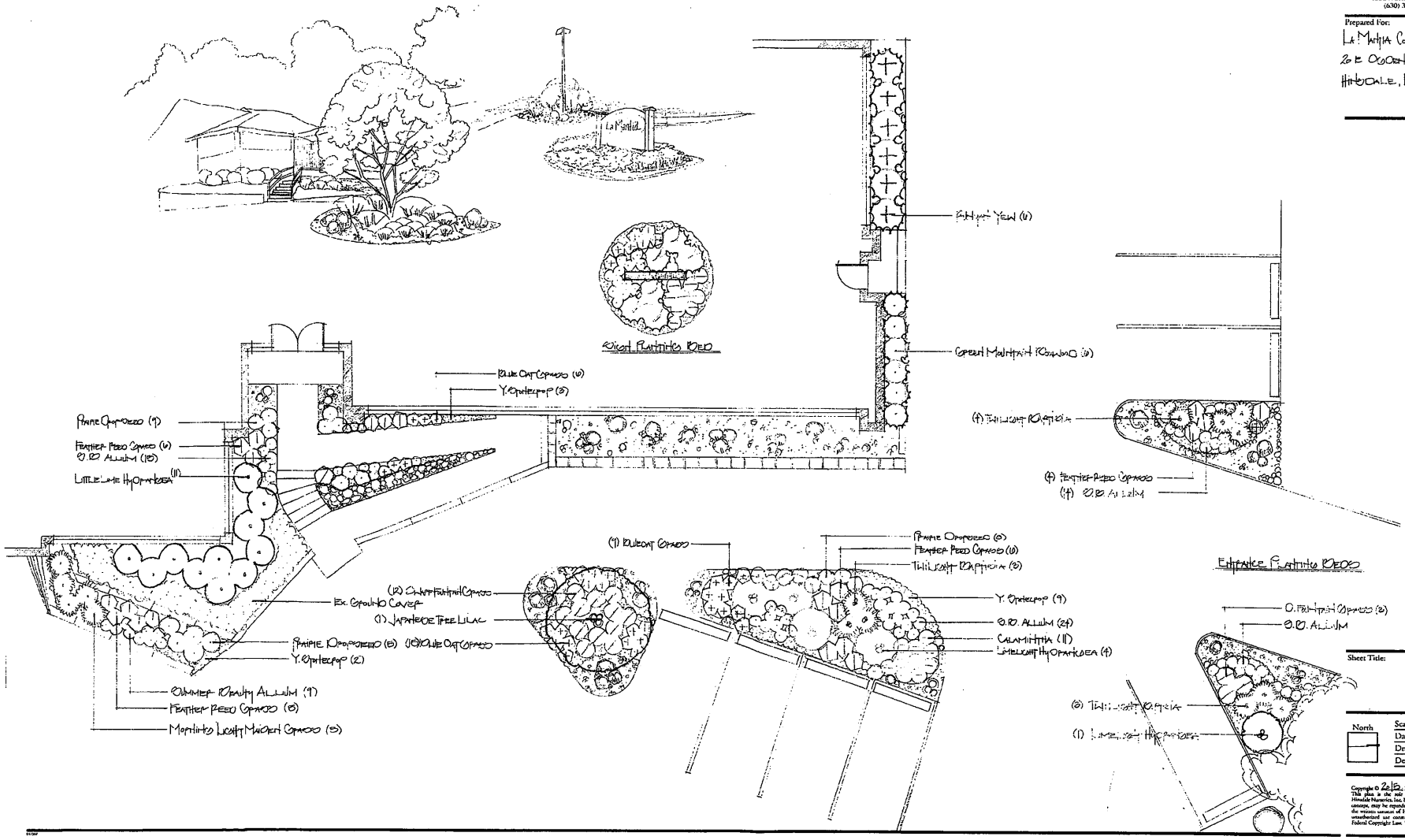
2 TOILET UPPER LEVEL PLAN
Scale: 1/2" = 1'-0"

DOOR SCHEDULE										
TAG	DOOR SIZE & OPERATION	DOOR MTRL	TYPE	GLAZING	FIRE RATING	FRAME MTRL	TYPE	THRESHOLD	HARDWARE	REMARKS
A	3'-0" x 6'-8" x 1 3/4" SWING	H.M. PRIMED	-		H.M. FRAME - TBD	ML	PREMIUM		8,10,11,20,22	
B	3'-0" x 7'-0" x 1 3/4" SWING	SOLID	-			WOOD	PREMIUM		8,10,11,20,22,23	
C	3'-0" x 7'-0" x 1 3/4" SWING	SOLID	-			WOOD	PREMIUM		8,10,11,22,23,24	
D	3'-0" x 7'-0" x 1 3/4" SWING BARN DR.	SOLID	-			WOOD	PREMIUM		8,10,22	
E	3'-0" x 7'-0" x 1 3/4" SWING BARN DR.	METAL	-		2 HR. PRIMED	ML	PREMIUM		8,10,11,20,22	

DOOR HARDWARE:
1. PANIC HARDWARE TO OUTSIDE LEVER HANDLE
2. ELECTRIC DOOR OPENER
3. ADA DOOR CLOSER
4. PANIC HARDWARE TO INSIDE LEVER HANDLE
5. 3-PC BUTT HINGES, 4 PUSH PLATE
6. ALUM. KICK PLATE
7. ELECTRIC DOOR STRIKE
8. KNURLED FINISH HARDWARE
9. DOOR CLOSER SILENCER
10. FIXED ASTRAGAL @ INACTIVE LEAF
11. ASTRAGAL SURFACE MOUNTED
12. PANIC BOLT - EXIT ONLY PUSH BAR
13. CYLINDER DEAD LOCK
14. SURFACE MOUNTED DOOR CLOSER - PARALLEL ARM
15. PASSAGE SET W/ LEVER HANDLE
16. PRIVACY SET W/ LEVER HANDLE
17. DOOR SILENCERS
18. MAGNETIC HOLDER
19. PASSAGE SET W/ LEVER HANDLE
20. WALL MTD. DOOR BUMPER
21. BOTTOM DOOR SWEEP
22. PRIVACY SET W/ LEVER HANDLE
23. SURFACE MOUNTED DOOR CLOSER - PARALLEL ARM

NOTE
ALL DOOR GLASS & SIDE LITES SHOWN ON PLAN & SCHEDULE TO BE TEMPERED GLASS TO MEET CODE.

DOOR SCHEDULE NOTES:
1. ALL EXIT DOORS TO BE EQUIPPED WITH DEVICES THAT DO NOT REQUIRE KNOWLEDGE OR EFFORT FOR OPERATION.
2. ALL EXTERIOR DOORS TO BE EQUIPPED WITH WEATHER STRIPPING.
3. ALL DOORS TO BE PROVIDED WITH LOCKS, UNLESS OTHERWISE NOTED.
4. ALL EXTERIOR DOORS TO BE KEYED ALIKE.
5. ALL INTERIOR DOORS TO RECEIVE WALL MOUNTED DOOR BUMPERS U.N.O.
6. ALL DOORS TO BE SOLID CORE.
7. KD JAMBS ARE NOT TO BE USED U.N.O.
8. HAND ACTIVATED DOOR OPENING HARDWARE TO BE MOUNTED 30"-44" A.F.F. AND BE OPERABLE IN A SINGLE EFFORT BY LEVER TYPE HARDWARE.
9. MAX. EFFORT TO OPERATE DOORS SHALL NOT EXCEED 8 1/2 LBS. FOR EXTERIOR DOORS AND 5 LBS. FOR INTERIOR DOORS.
10. DOOR CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE DOOR WILL MOVE TO A POSITION OF 12 DEGREES IN NOT LESS THAN 5 SECONDS.
11. SIGNAGE SHALL INCLUDE THE FOLLOWING: AT DOOR TO EXIT STAIRWAY: "EXIT STAIR" AT DOOR TO EXIT PASSAGEWAY: "EXIT PASSAGE" AT DOOR TO EXIT DISCHARGE: "EXIT" AT DOOR TO ROOF: "ROOF ACCESS" AT DOOR TO ELEVATOR: "ELEVATOR" AT DOOR TO ELEVATOR MACHINERY ROOM: "ELEVATOR MACHINERY" AT DOOR TO ELEVATOR PIT: "ELEVATOR PIT" AT DOOR TO ELEVATOR HOISTWAY: "ELEVATOR HOISTWAY" AT DOOR TO STORAGE ROOM: "STORAGE" AT DOOR TO MECHANICAL ROOM: "MECHANICAL" AT DOOR TO ELECTRICAL ROOM: "ELECTRICAL" AT DOOR TO TELEPHONE ROOM: "TELEPHONE" AT DOOR TO CLEANING CLOSET: "CLEANING CLOSET" AT DOOR TO LAUNDRY ROOM: "LAUNDRY" AT DOOR TO ROOM WITH HAZARDOUS MATERIALS: "HAZARDOUS MATERIALS



HINSDALE NURSERIES
Since 1850
INCORPORATED
7200 S. MADISON
WILLOWBROOK, IL 60527
(630) 323-1411

Prepared For:
La Mantia Construction Co.
20 E Ogden Ave
Hinsdale, IL 60521

Sheet Title:

North

Scale: 1" = 5'
Date: 8/4/18
Drawn: LMR
Designer: LMR

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Attachment 1

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, April 13, 2016, at 7:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application for renovating the building exterior, parking lot area and landscaping improvements. For example, the applicant is proposing to add a compatible screening roof structure and add/remove windows to the building.

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 PA RT OFTHE NORTH WEST 1/4 OFSECTION *1*,TOWNSHIP 38 NORTH, RANGE 1 I , 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 RUN NING 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 I IN STUTENROTH'S ADDITION TO HINSDALE, A DISTANCE OF 240.7 FEET; THENCE NORTHEASTERLY NORTH 64 DEGREES27 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 BEGINNI NG; THENCE CONTINUING SOUTH *56* DEGREES *45* MINUTES WEST A DISTANCE OF 20 FEET MEASURED TO THE NORTH EAST COR NER OF BLOCK I 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 38 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

Attachment 2

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: March 14, 2016

Christine M. Bruton, Village Clerk

To be Published in the Hinsdalean on March 17, 2016

VILLAGE OF HINSDALE

CERTIFICATION OF PROPER NOTICE

REGARDING APPLICATION FOR PUBLIC HEARINGS AND MEETINGS

I, Melanie Topps, 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 March 15, 2016.

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

By: Esposito & Staubus LLP

Name: [signature]

Address: 7055 Veterans Blvd, Unit B, Burr Ridge

Subscribed and sworn to before me

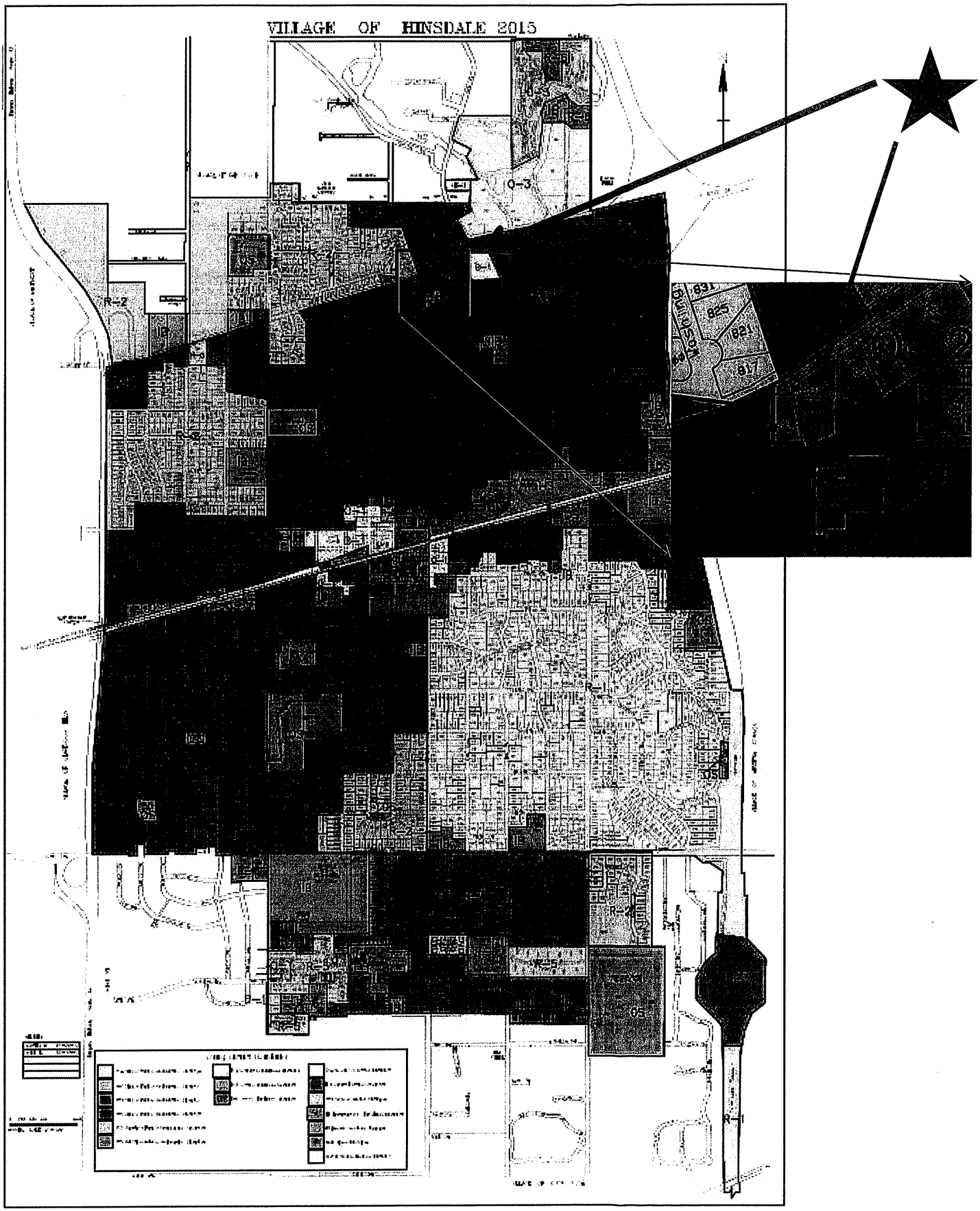
This 5th day of APRIL, 2016.

By: [signature]
Notary Public

OFFICIAL SEAL
BRADLEY K STAUBUS
Notary Public - State of Illinois
My Commission Expires Apr 14, 2017

Attachment 2

Attachment 3: Village of Hinsdale Zoning Map and Project Location



HINSDALE PLAN COMMISSION

RE: Case A-03-2016 – Applicant: Ogden Enterprises LLC, at 20 E. Ogden Ave.

Request: Exterior Appearance and Site Plan Review for various work to the building in the O-2 Limited Office District.

DATE OF PLAN COMMISSION REVIEW: **April 13, 2016**

DATE OF BOARD OF TRUSTEES 1ST READING: **May 3, 2016**

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Plan Commission (PC) heard testimony from the applicant, for the plan to add/remove windows, construct a roof addition to conceal mechanical equipment, paint the façade and improve the landscaping.

2. The applicant explained the visible gas fireplace metal flue location is due to building code distance requirements, and that purpose for the new roof and wall is to screen the new mechanical equipment on the roof.

3. The applicant clarified that the colors and materials will match the existing building. The larger proposed windows are to allow more sunlight into the showroom. The new roof will have the same pitch as the existing roof.

4. The PC in general, complimented the applicant for the clarity of the application packet's illustrations and site plan.

5. There were no comments during the public meeting session at the April 13, 2016, Plan Commission meeting.

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance plan, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," and one (1) "Absent," recommends that the President and Board of Trustees approve the exterior appearance plan for various exterior work to the building at 20 E. Ogden Ave. in the O-2 Limited Office District.

Following a motion to recommend approval of the proposed site plan, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," and one (1) "Absent," recommends that the President and Board of Trustees approve the site plan for various exterior work to the building, including a landscape plan at 20 E. Ogden Ave. in the O-2 Limited Office District.

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this _____ day of _____, 2016.

Attachment 4

7F

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

DATE: May 3, 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: First Reading - 414 Chestnut Street – Nail Salon Mani & Pedi
Exterior Appearance and Site Plan Review for New Chimney in the Rear of the Building

---

Summary

The Village of Hinsdale has received an application from Nail Salon Mani & Pedi, requesting approval to construct a new chimney to meet mechanical code requirements. The location, 414 Chestnut Street, is an existing 2-story masonry building in the B-3 General Business District. The chimney will extend 7' above the roof, and will be made of wood and colored to match the masonry.

The applicant presented the proposal at the April 13, 2016, Plan Commission (PC) meeting. There were no comments during the public meeting period. The PC showed support for the project and voted, 6-1 (1 absent) recommending approval of the exterior appearance plan and 5-2 (1 absent) recommending approval of the site plan. A negative exterior appearance vote by a Plan Commissioner was due to using wood instead of brick for the chimney. The applicant confirmed the use of wood was to save construction costs.

A second negative vote for the site plan was due to no screening for the two new condensing units in the back of the building. There is no requirement to screen a condensing unit at grade in the B-3 General Business District. During an initial plan review, it was determined by the PC Chairman in January 2016, that the two new condensing units did not warrant an exterior appearance and site plan application. However, an exterior appearance and site plan review was eventually necessary when the applicant needed to construct a new chimney to meet code requirements.

Request and Analysis

The Nail Salon Mani & Pedi is a current business in Hinsdale located at 410 Chestnut Street. The applicant explained at the April 13, 2016, PC meeting that he plans to open a second location at the building next to it at 414 Chestnut Street and intends to occupy the first floor of the 2-story building. This application is being driven by mechanical code requirements to expel flammable vapors. As such, a new chimney with two exhaust ducts is proposed to be constructed in the rear of the building.

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

The chimney will project from the rear building face 1'-3", and is 3' wide. It will be constructed on a new concrete foundation and located 40'-7.5" from the rear lot line. The rear of the building abuts a parking lot and the rear lot line abuts the Burlington Northern Railroad.

Per Section 5-110(G)(8)(e), chimneys may not project more than 2' from the exterior wall. Per Section 12-206, chimneys are not to be considered in determining the height of a building. As such, the project will not affect the minimum Code requirements as shown on the application's table of zoning compliance.

The project site is located in the B-3 General Business District and borders the B-3 District to the east and west, O-2 Limited Office District to the north and R-4 Single Family Residential District to the south. The public meeting notice requirements have been followed per section 11-604(E), since the nonresidential project property is within 250 feet from a single-family zoning district.

Process

Pursuant to Section 11-604, the Chairman of the PC shall at the public meeting on the application for site plan review allow any member of the general public to offer relevant, material and nonrepetitive comment on the application. Within 60 days following the conclusion of the public meeting, the PC shall transmit to the Board of Trustees (BOT) its recommendation, in the form specified in subsection 11-103(H) of this article, recommending either approval or disapproval of the site plan based on the standards set forth in subsection F1 of this section (11-604) and section 11-606.

Motion

Should the Board feel the request is appropriate, the following motion would be recommended;
"Move to approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for New Chimney Installation at 414 W. Chestnut Street."

Attachments:
Draft Ordinance
Attachment 1 – Exterior Appearance and Site Plan Application Request and Exhibits
Attachment 2 - Public Meeting Notice and Certification of Proper Notice
Attachment 3 - Zoning Map and Project Location
Attachment 4 - Aerial Photo of 414 Chestnut Street
Attachment 5 - Street View of 414 Chestnut Street
Attachment 6 - Draft Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR NEW CHIMNEY INSTALLATION – 414 W. CHESTNUT STREET

WHEREAS, Jesuck Paik d/b/a Nail Salon Mani & Pedi (the "Applicant") has submitted an application (the "Application") seeking site plan and exterior appearance plan approval related to construction of a new chimney to meet mechanical code requirements on property located at 414 W. Chestnut Street (the "Subject Property"). The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Subject Property is located in the Village's B-3 General Business Zoning District and is currently improved with a two-story building with a commercial space on the first floor and three (3) residential apartments on the second floor. The Applicant leases the first-floor commercial space. The Applicant plans to expand his existing business at 410 Chestnut Street onto the Subject Property. The proposed chimney and two (2) related exhaust ducts (the "Proposed Chimney") is required under Village codes in order to expel flammable vapors. The Proposed Chimney is depicted in the Site Plan and Exterior Appearance Plan attached hereto as **Exhibit B** 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 Hinsdale Zoning Code ("Zoning Code"), as amended; and

WHEREAS, on April 13, 2016, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed exterior appearance plan on a vote of six (6) ayes, one (1) nay, and one (1) absent, and recommended approval of the proposed site plan on a vote of five (5) ayes, two (2) nays, and one (1) absent, all as set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit C** and made a part hereof. The Plan Commission has filed its report of Findings and Recommendation regarding the approval sought in the Application with the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees 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 satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan

approval, and 11-606E of the Zoning Code governing exterior appearance review, 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 Site Plan and Exterior Appearance Plan attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), relative to the Proposed Chimney, subject to the conditions set forth in Section 3 of this Ordinance.

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

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

B. 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.

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 _____ 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

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOT 2 AND 3 (EXCEPT THE EAST 25 FEET OF LOT 3) MEASURED ON NORTH LINE THEREOF AND PARALLEL TO THE EAST LINE THEREOF IN MORRIS' SUBDIVISION OF BLOCK 3, IN HANNAN'S SUBDIVISION OF THE WEST 809 FEET OF LOT 1 IN THE ORIGINAL TOWN OF HINSDALE, IN THE NORTH WEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID MORRIS' SUBDIVISION AFORESAID, RECORDED ON OCTOBER 27, 1947 AS DOCUMENT 532597 IN DUPAGE COUNTY, ILLINOIS

Commonly known as: 414 W. Chestnut Street, Hinsdale, IL 60521
PIN: 09-12-101-002

EXHIBIT B

APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)

EXHIBIT C

FINDINGS AND RECOMMENDATION
(ATTACHED)

VILLAGE OF HINSDALE
FOUNDED IN 1873

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Jesuck Paik
Address: 410 West Chestnut
City/Zip: Hinsdale, 60521
Phone/Fax: (630) 715 / 7310
E-Mail: jp1.mayfourteenth@sbcglobal.net

Owner

Name: Vivian Balducci
Address: 1551 Pinehurst Dr.
City/Zip: Darien, 60561
Phone/Fax: (630) 846 / 8995
E-Mail: donbalducci@comcast.net

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

Name: Linear Architects Inc.
Title: Peter Korovessis / Principal
Address: 4849 N. Milwaukee Ave., Suite 306
City/Zip: Chicago, 60630
Phone/Fax: (773) 628 / 7273
E-Mail: pkorovessis@lineararch.com

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

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

1)
2)
3)

Attachment 1

II. SITE INFORMATION

Address of subject property: 414 West Chestnut

Property identification number (P.I.N. or tax number): 09 - 12 - 101 - 002

Brief description of proposed project: Interior Remodeling of Nail Salon at ground level.

Mechanical exhaust requirements require that we exhaust ducts up past the roof level. Code required ducts will be enclosed in a new chimney on the south elevation.

General description or characteristics of the site: Existing 2 story building with 1 commercial space on the ground floor and 3 residential apartments on the 2nd floor.

Existing zoning and land use: B-3 General Business District

Surrounding zoning and existing land uses:

North: O-2

South: Directly south = Railroad tracks other side of tracks is R-4

East: B-3

West: B-3

Proposed zoning and land use: B-3 General Business District

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: 414 West Chestnut

The following table is based on the B-3 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	6,250	6,042
Minimum Lot Depth	125'	92.44'
Minimum Lot Width	50'	74.98'
Building Height	30'	20'-0" +/-
Number of Stories	2	2
Front Yard Setback	25'	5'-2" +/-
Corner Side Yard Setback	not applicable	not applicable
Interior Side Yard Setback	10'	13' and 0'
Rear Yard Setback	20'	53' +/- & 34' +/-
Maximum Floor Area Ratio (F.A.R.)*	0.50	Lot Area = 6042; Building Area = 4172 = 0.69
Maximum Total Building Coverage*	90%	35%
Maximum Total Lot Coverage*	not applicable	not applicable
Parking Requirements	not applicable	not applicable
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: The site is existing and is not being changed on the exterior other than an exterior duct extending to the roof for required ventilation for the ground floor tenant as well as 2 condensing units being added to the site plan.

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

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

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

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

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

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

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

On the 23rd, day of FEBRUARY, 2016, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Signature of applicant or authorized agent

JESUCK PAIK

Name of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN to before me this 23rd day of FEBRUARY, 2016.

Notary Public

OFFICIAL SEAL
PETER KOROVESSIS
Notary Public - State of Illinois
My Commission Expires Dec 10, 2016

Attachment 1

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: JESUCK PAIK (TENANT)

Owner's name (if different): VIVIAN BALDUCCI

Property address: 414 W. CHESTNUT

Property legal description: [attach to this form]

Present zoning classification: IB, Institutional Buildings

Square footage of property: 6042 S.F.

Lot area per dwelling: NOT APPLICABLE

Lot dimensions: 75' x 92.4'

Current use of property: 1ST FLOOR COMMERCIAL; 2ND FLOOR RESIDENTIAL

Proposed use:
- ☐ Single-family detached dwelling
- ☒ Other: 1ST FLOOR NAIL SALON TENANT

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

Brief description of request and proposal:

ADDING 2 CONDENSING UNITS IN REAR YARD FOR 1ST FLOOR TENANT BUILD-OUT AND CONSTRUCTION OF CHIMNEY FOR CODE REQUIRED MECHANICAL EXHAUST.

Plans & Specifications: [submit with this form]

	Provided:	Required by Code:
Yards:		
front:	5'-2"	___
interior side(s)	13' / 0'	___ / ___

	Provided:	Required by Code:
corner side	N/A.	
rear	33'-4"	
Setbacks (businesses and offices):		
front:	5'-2"	
interior side(s)	13' / 0'	/
corner side	N/A	
rear	33'-4"	
others:	N/A	
Ogden Ave. Center:	N/A	
York Rd. Center:	N/A.	
Forest Preserve:	N/A	
Building heights:		
principal building(s):	20'-6"	
accessory building(s):	N/A	
Maximum Elevations:		
principal building(s):	20'-6"	
accessory building(s):	N/A	
Dwelling unit size(s):	(3) 620 s.f.	
Total building coverage:	4172	
Total lot coverage:	2086	
Floor area ratio:	0.69	
Accessory building(s):	NOT APPLICABLE	

Spacing between buildings: [depict on attached plans]

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

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

Statement of applicant:

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

By: _____
Applicant's signature

Jesuck Paik
Applicant's printed name

Dated: 3/07, 2016

VILLAGE OF HINSDALE FOUNDED IN 1873

COMMUNITY DEVELOPMENT DEPARTMENT
EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request: 414 W. CHESTNUT

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.

   OPEN SPACES WILL REMAIN AS EXISTING.

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

   NEW CHIMNEY COLOR TO MATCH EXISTING BRICK COLORS.

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

   THE NEW CHIMNEY IS IN THE BACK YARD AND WILL ONLY BE VISIBLE BY CUSTOMERS PARKING IN BACK OF BUILDING. REAR OF BUILDING ABUTS RAILROAD TRACKS.

Attachment 1

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.

GENERAL SITE DEVELOPMENT IS NOT BEING ALTERED.

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

A NEW CHIMNEY IS BEING ADDED THAT WILL EXTEND PAST THE EXISTING ROOF. THE HEIGHT OF CHIMNEY IS A MECH. CODE REQMNT

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.

NO CHANGES, NOT APPLICABLE.

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.

NO CHANGES, NOT APPLICABLE.

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.

NOT APPLICABLE

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.

NOT APPLICABLE

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.

NOT APPLICABLE

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.

NEW CHIMNEY MATERIALS WILL BE HARDIE BOARD SIDING AND COLORS WILL MATCH EXISTING BRICK VENEER.

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

EXISTING, NOT APPLICABLE.

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.

EXISTING, NOT APPLICABLE

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.

EXISTING, NOT APPLICABLE.

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.

EXISTING, NOT APPLICABLE.

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 is the application does not meet the requirements for Site Plan Approval. Briefly describe how this application will not do the below criteria. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

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

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

EXISTING SITE PLAN, NOT APPLICABLE.

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

EXISTING SITE PLAN, NOT APPLICABLE.

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

EXISTING SITE PLAN, NOT APPLICABLE.

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

EXISTING SITE PLAN, NOT APPLICABLE.

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

EXISTING SITE PLAN, NOT APPLICABLE.

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

EXISTING SITE PLAN, NOT APPLICABLE.

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

EXISTING SITE PLAN, NOT APPLICABLE.

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

EXISTING SITE PLAN, NOT APPLICABLE.

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

EXISTING SITE PLAN, NOT APPLICABLE.

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

EXISTING SITE PLAN, NOT APPLICABLE.

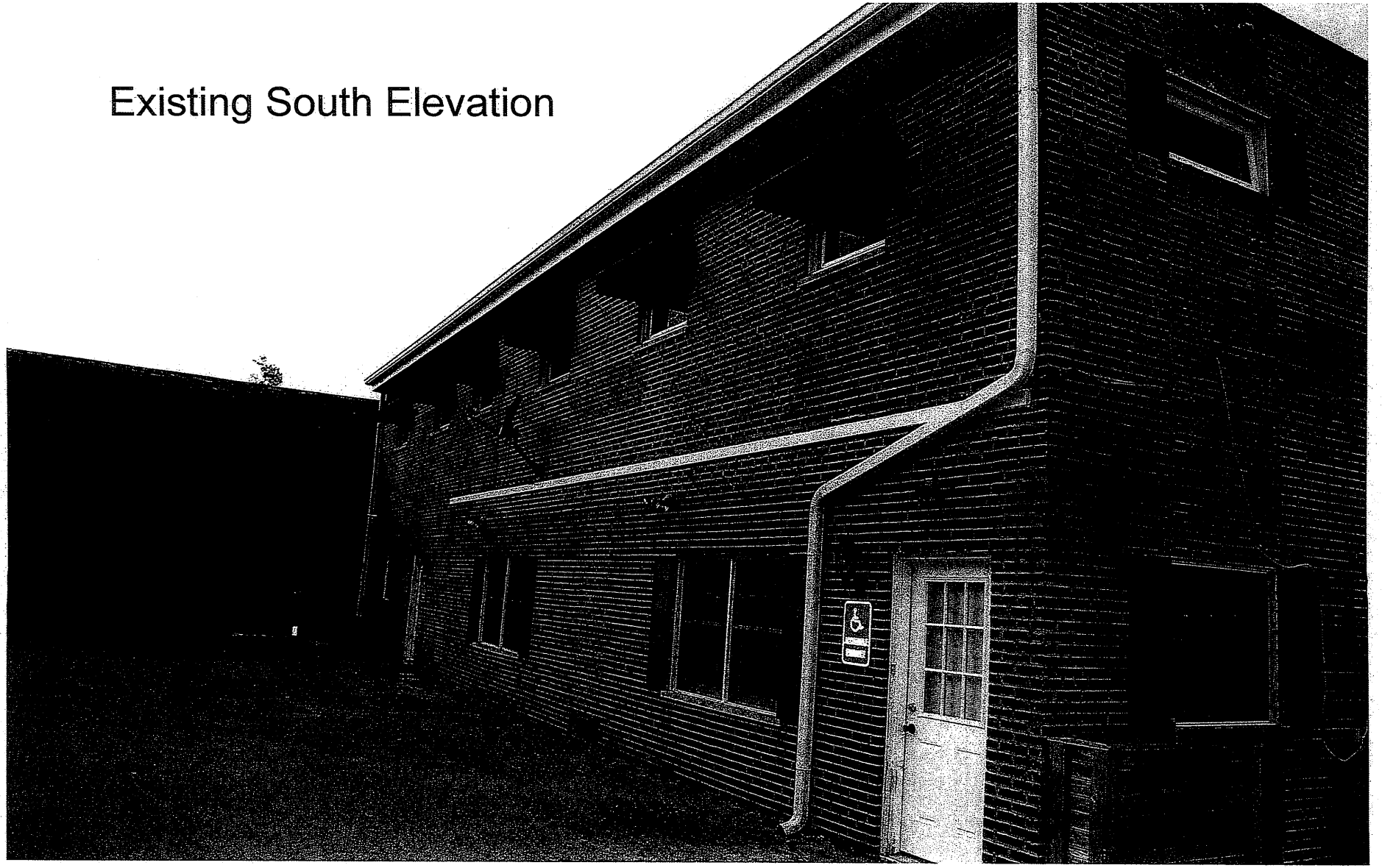
11. The proposed site plan does not provide for required public uses designated on the Official Map.

EXISTING SITE PLAN, NOT APPLICABLE.

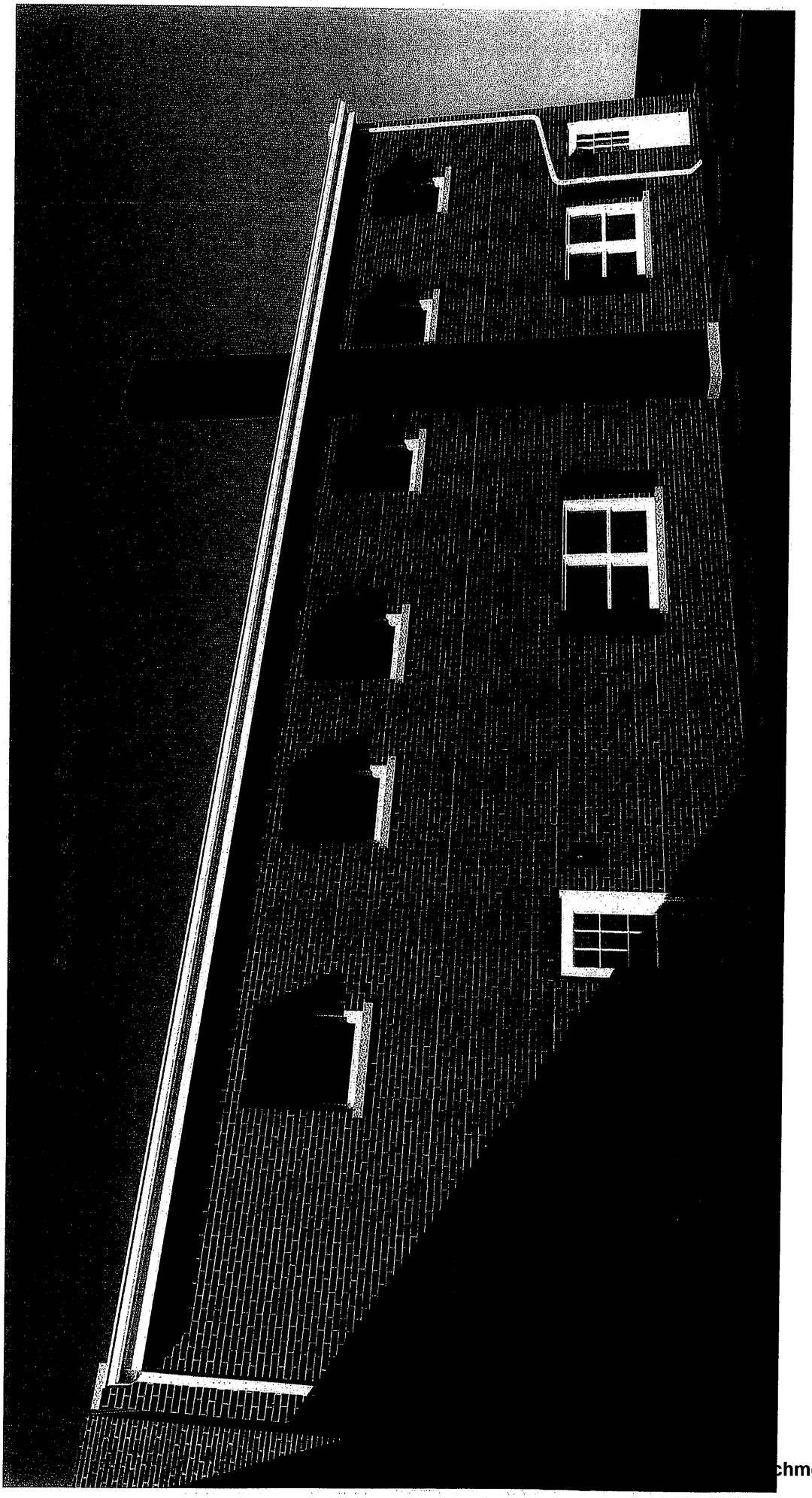
12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

EXISTING SITE PLAN, NOT APPLICABLE.

Existing South Elevation



Attachment 1



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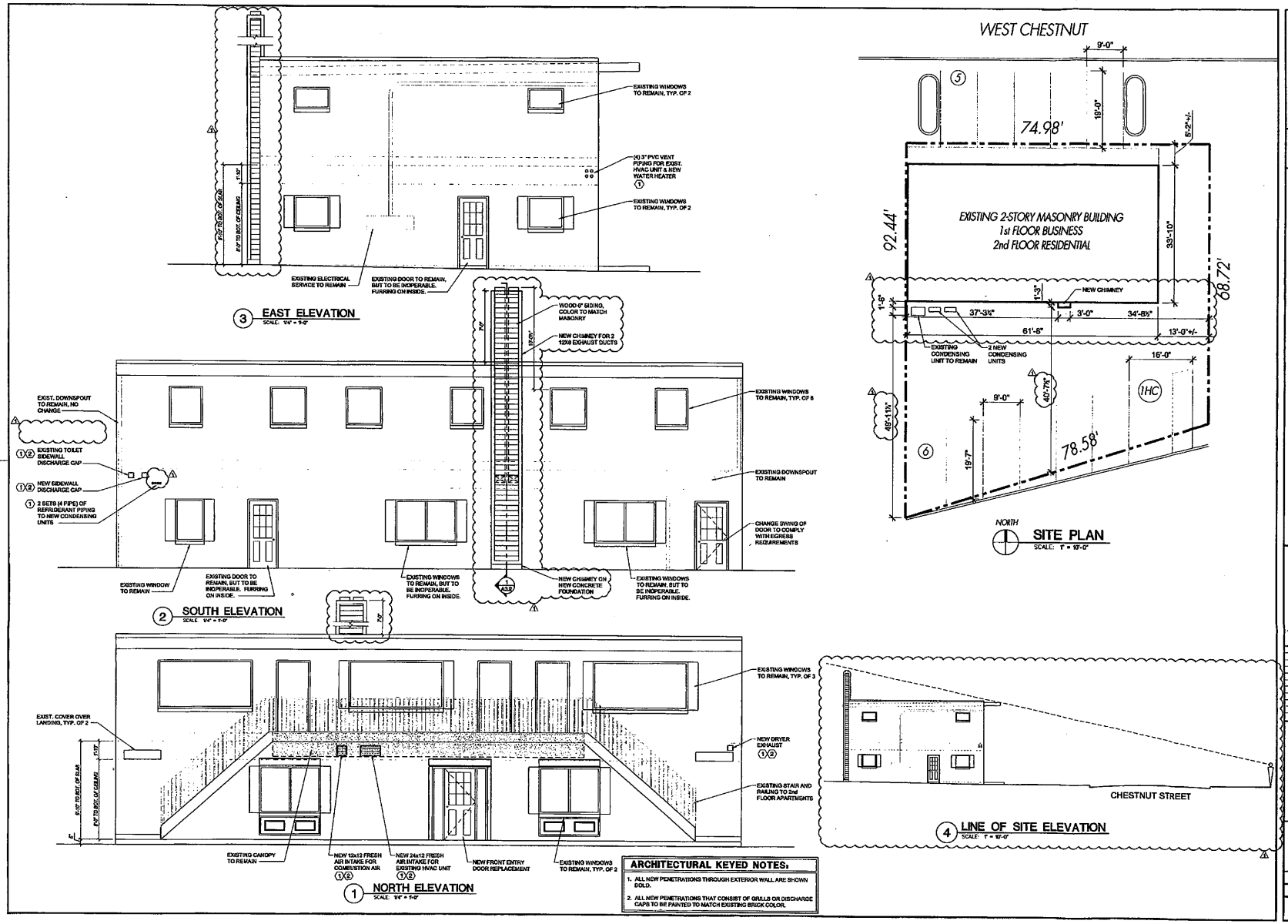

LINEAR ARCHITECTS INC.
5877 N. Northwest Highway
Chicago, Illinois 60646
tel 773.628.7273
fax 773.930.3594

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LICENSE EXP. 11-30-16

NO.	DATE	DESCRIPTION
		RECORD
1	03/04/16	PERMIT REVISION # 2
	01/08/16	PERMIT REVISION # 1

DESCRIPTION:

NAIL SALON
MANI & PEDI
BUILD-OUT

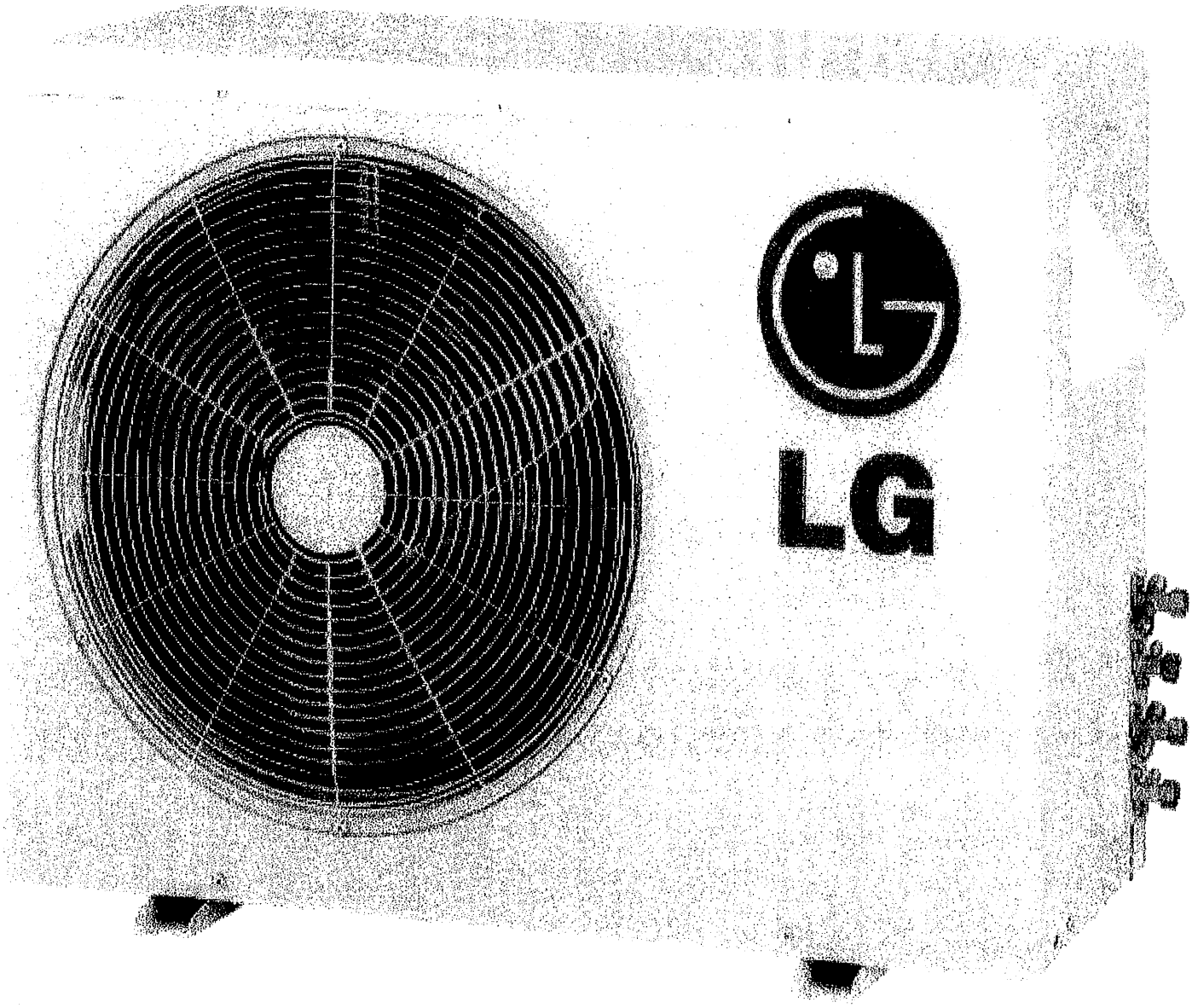
414 W. CHESTNUT
HINSDALE, IL 60521

SITE PLAN & EXTERIOR ELEVATIONS

Scale: AS SHOWN	Sheet Number: A1.1
Drawn By: P.K.	
Project Number: 201511	

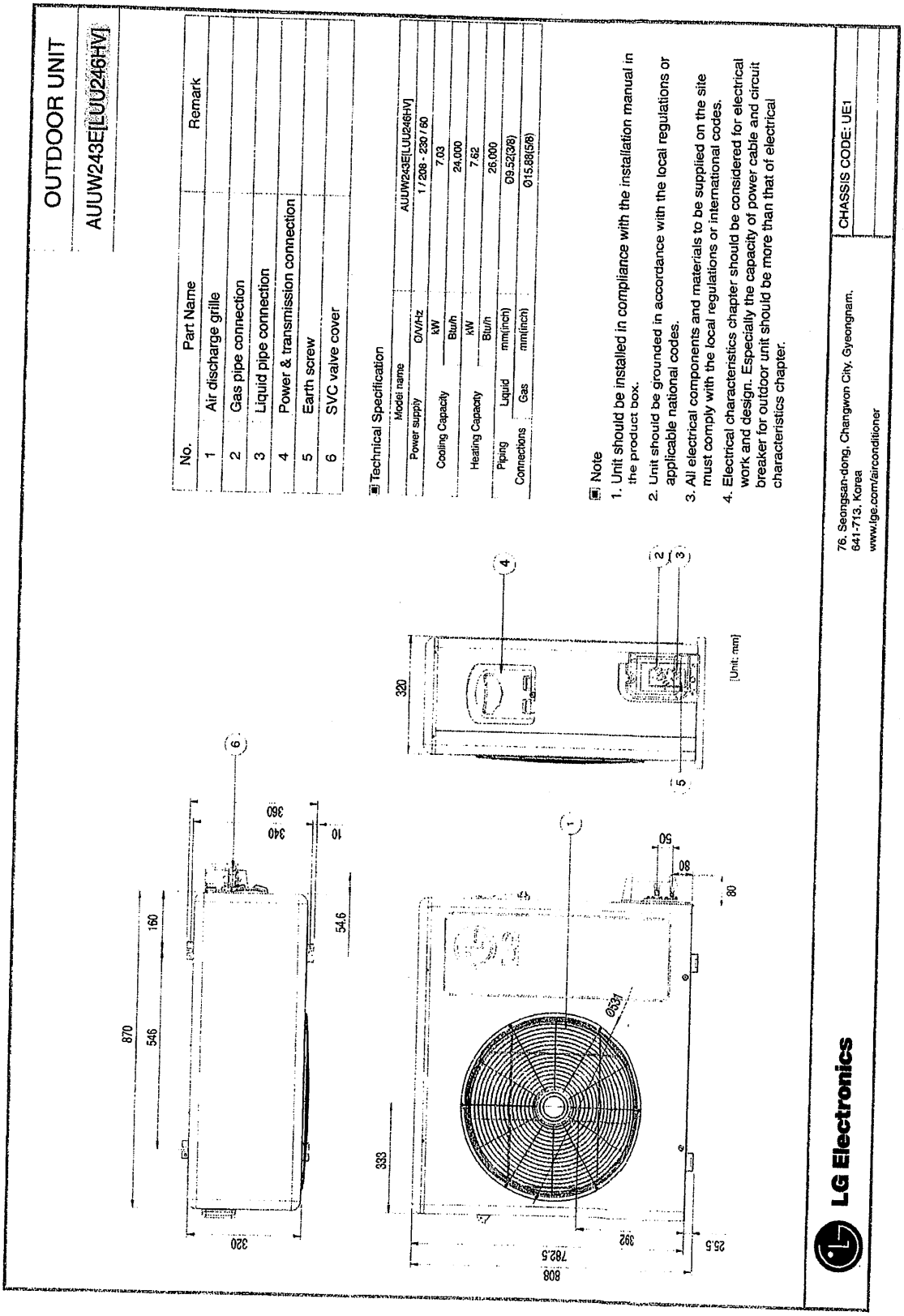
Attachment 1

2 NEW CONDENSING UNITS IN BACK YARD.



Attachment 1

2.1.4 Dimensions



2.1.3 Specifications

DC Inverter Single A (1Ø)

Nominal Capacity and Nominal Input					
Indoor Units - Cassette				ATNH243PLAE [LCN246HV]	ATNH423MLAE [LCN426HV]
Outdoor Units				AUUW243E [LUU246HV]	AUUW423E [LUU426HV]
Nominal Capacity (Min~Rated~Max)	Cooling	Btu/h		23,000	41,000
	Heating	Btu/h		25,000	41,000
Nominal Input (Min~Rated~Max)	Cooling	kW		2.5	4.67
	Heating	kW		2.55	4.63

Nominal Capacity and Nominal Input					
Indoor Units - Floor Standing				APNH2433LAE [LFN246HV]	APNH423TLAE [LFN426HV]
Outdoor Units				AUUW243E [LUU246HV]	AUUW423E [LUU426HV]
Nominal Capacity (Min~Rated~Max)	Cooling	Btu/h		23,000	41,000
	Heating	Btu/h		25,000	41,000
Nominal Input (Min~Rated~Max)	Cooling	kW		2.5	4.67
	Heating	kW		2.55	4.63

Nominal Capacity and Nominal Input

Outdoor Units				AUUW243E[LUU246HV]	AUUW423E[LUU426HV]
Running Current	Cooling/Heating		A	10.0/10.7	17.7/16.7
Starting Current	Cooling/Heating		A	-	-
Power supply			Ø, V, Hz	1, 208-230, 60	1, 208-230, 60
Power Supply Cable (Includes earth)			No.x AWG	3 x 12	3 x 10
Interunit Cable(Includes earth)			No.x AWG	4 x 18	4 x 18
Dimensions	WxHxD		mm	870 x 808 x 320	950 x 1,380 x 330
			inch	34 1/4 x 31 13/16 x 12 19/32	37 13/32 x 54 11/32 x 13
Net Weight	Outdoor		kg(lbs)	60(132)	103(227)
Compressor (Inverter)	Type			Rotary	Rotary
	Quantity			1	1
	Model			5KD240XAE21	5JD420XAD22
	Motor Type			BLDC	BLDC
	Oil Charge		cc	900	1,300
	Oil Type			FV50S(PVE)	FV50S(PVE)
Refrigerant	Charge(at 7.5m)		g(oz)	2,000(70.6)	3,600(127)
	Type			R410A	R410A
	Control			EEV	EEV
Heat exchanger	Fins per inch			18	17
	No. of Rows & Column/No.			2R,36C	2R,32C x 2
	Tube Size (OD)		mm(inch)	7.0(0.276)	7.0(0.276)
	Defrosting Method			Reversing cycle	Reversing cycle
Fan motor	Model			SIC-72FW-F1124-3	SIC-72FW-F1124-3
	Output		kW(Btu/h)	0.124(423)	0.124(423) x 2
	Capacitor		μF/Vac	-	-
	Type			Propeller	Propeller
Fan	No. Used / Diameter		EA/mm(inch)	1/526(20.7)	2/526(20.7)
	Discharge		Side / Top	Side Discharge	Side Discharge
	Air Circulation		CMM(CMF)	58(2,048)	55(1,942) X 2
Noise Level (H/L)	Sound Press,1m		dB(A)+3	55	58
Piping connections	Liquid		mm(inch)	9.52 (3/8)	9.52 (3/8)
	Gas		mm(inch)	15.88 (5/8)	15.88 (5/8)
Max. Piping Length/Elevation			m(ft)	30/20(98.4/65.6)	50/30(164/98.4)
Additional Refrigerant Charge (Over 7.5m)			g/m(oz/ft)	35(0.38)	40(0.43)

Note :

1. Capacities are based on the following conditions:
   Cooling: - Indoor Temperature 27°C(80.6°F) DB /19°C(66.2°F) WB
   - Outdoor Temperature 35°C(95°F) DB /24°C(75.2°F) WB
   Heating: - Indoor Temperature 20°C(68°F) DB / 15°C(59°F) WB
   - Outdoor Temperature 7°C(44.6°F) DB / 6°C(42.8°F) WB
   Piping Length - Interconnecting Piping Length 7.5m (24.6ft)
   - Level Difference of Zero.
2. Due to our policy of innovation some specifications may be changed without notification.
3. At least two indoor units should be connected.
4. Wiring cable size must comply with the applicable local and national code.

Conversion Formula
Btu/h = kW x 3412
cfm = CMM x 35.3

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, April 13, 2016 at 7:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application for site plan and exterior appearance review to allow for the installation for a new chimney in the rear of a building in the in the B-3 General Business District at the property known as 414 Chestnut Street, and known as Application A-05-2016. The chimney will be used for ventilation code requirements for the nature of the business.

The petitioner is Jesuck Paik, owner of the Mani & Pedi Nail Salon. 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 414 Chestnut Street and legally described as follows:

"LOT 2 AND 3 (EXCEPT THE EAST 25 FEET OF LOT 3) MEASURED ON NORTH LINE THEREOF AND PARALLEL TO THE EAST LINE THEREOF IN MORRIS' SUBDIVISION OF BLOCK 3, IN HANNAN'S SUBDIVISION OF THE WEST 809 FEET OF LOT 1 IN THE ORIGINAL TOWN OF HINSDALE, IN THE NORTH WEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID MORRIS' SUBDIVISION AFORESAID, RECORDED ON OCTOBER 27, 1947 AS DOCUMENT 532597 IN DUPAGE COUNTY, ILLINOIS"

Commonly known as: 414 Chestnut Street, Hinsdale, IL 60521"

PIN: 09-12-101-002

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: March 14, 2016

Christine M. Bruton, Village Clerk

Published in the Hinsdalean on March 17, 2016

VILLAGE OF HINSDALE

CERTIFICATION OF PROPER NOTICE

REGARDING APPLICATION FOR PUBLIC HEARINGS AND MEETINGS

I, JESUCK PAIK, 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 3/15/2016.

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

By: [signature]

Name: JESUCK PAIK

Address: 410 CHESTNUT ST. HINSDALE, IL

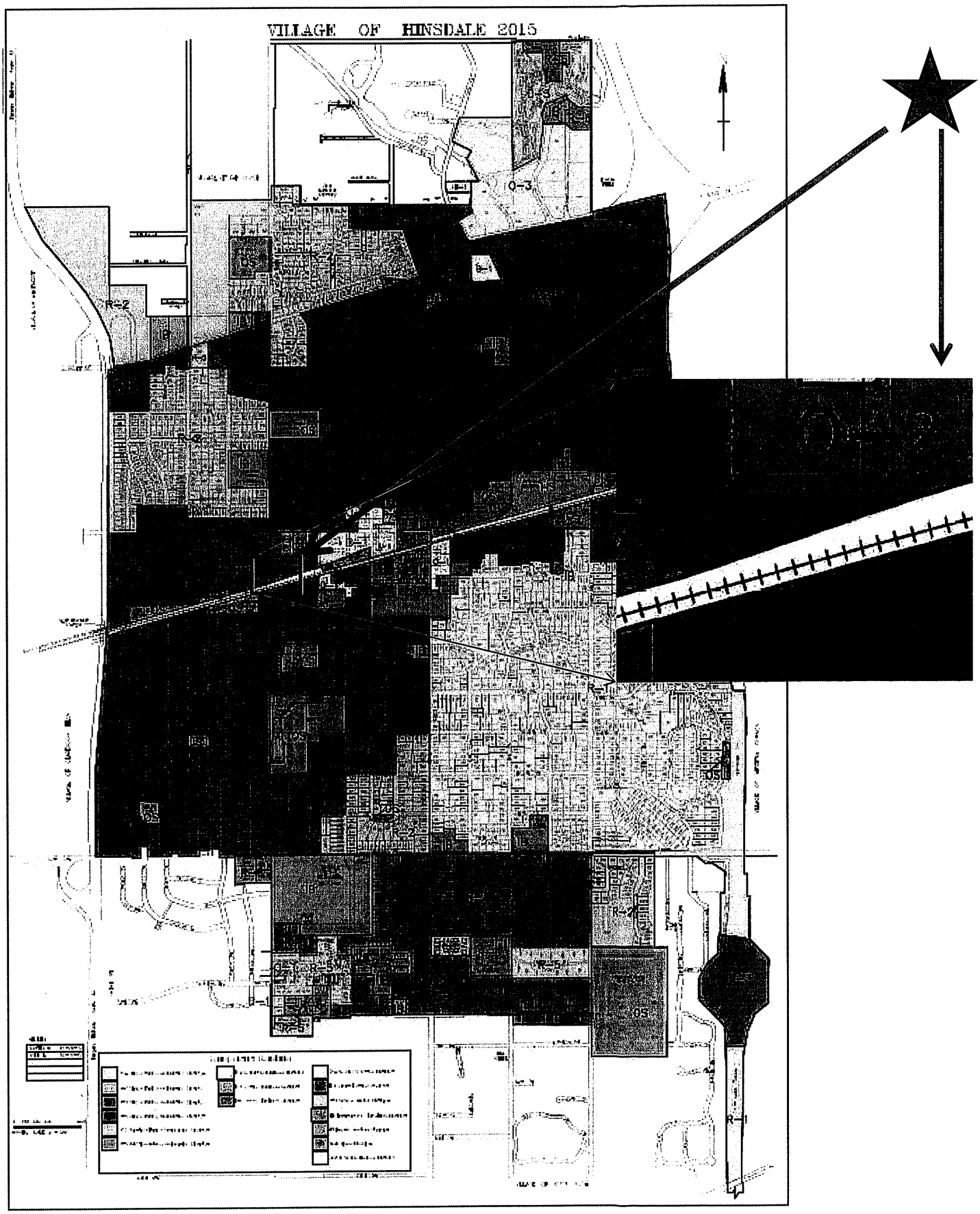
Subscribed and sworn to before me

This 15th day of March, 2016.

By: [signature]
Notary Public

OFFICIAL SEAL
PETER KOROVESSIS
Notary Public - State of Illinois
My Commission Expires Dec 10, 2016

Attachment 3: Village of Hinsdale Zoning Map and Project Location

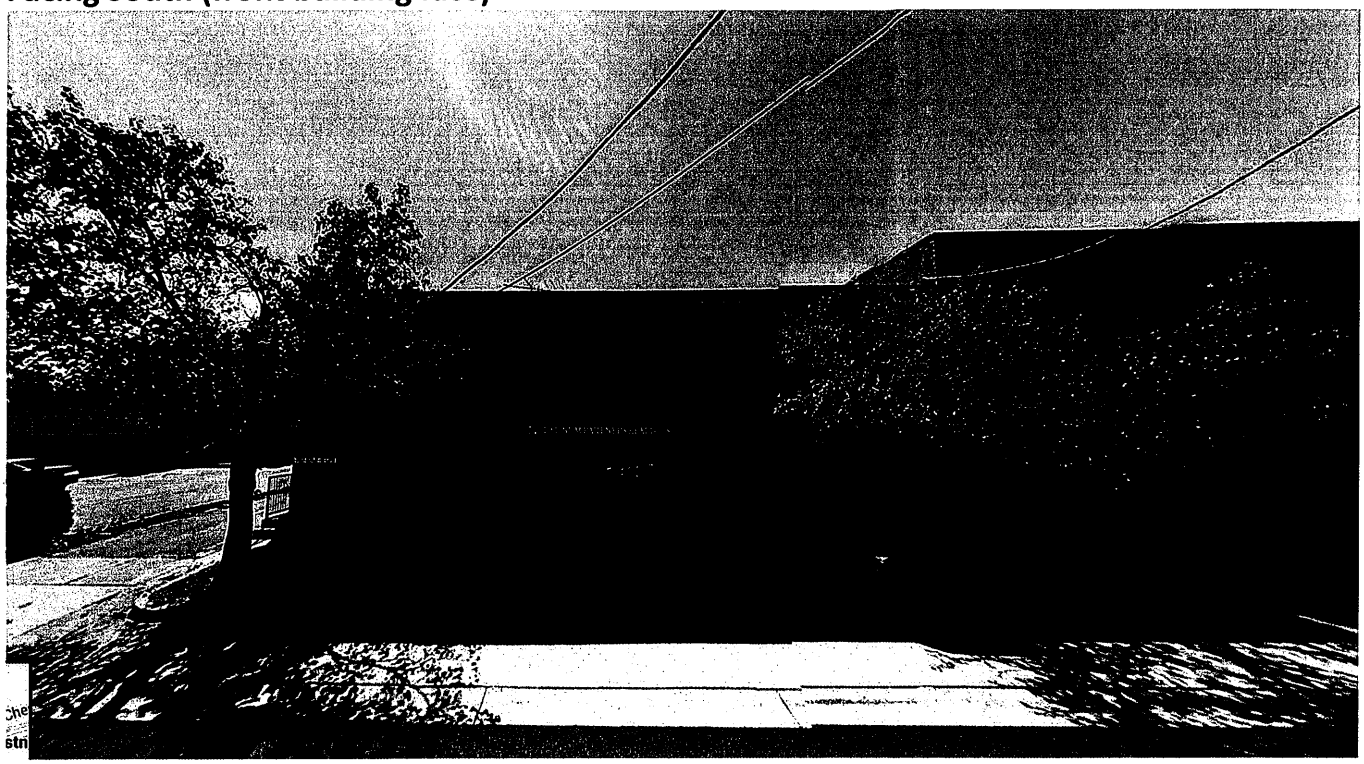


Attachment 4: Aerial Photo of 414 Chestnut Street

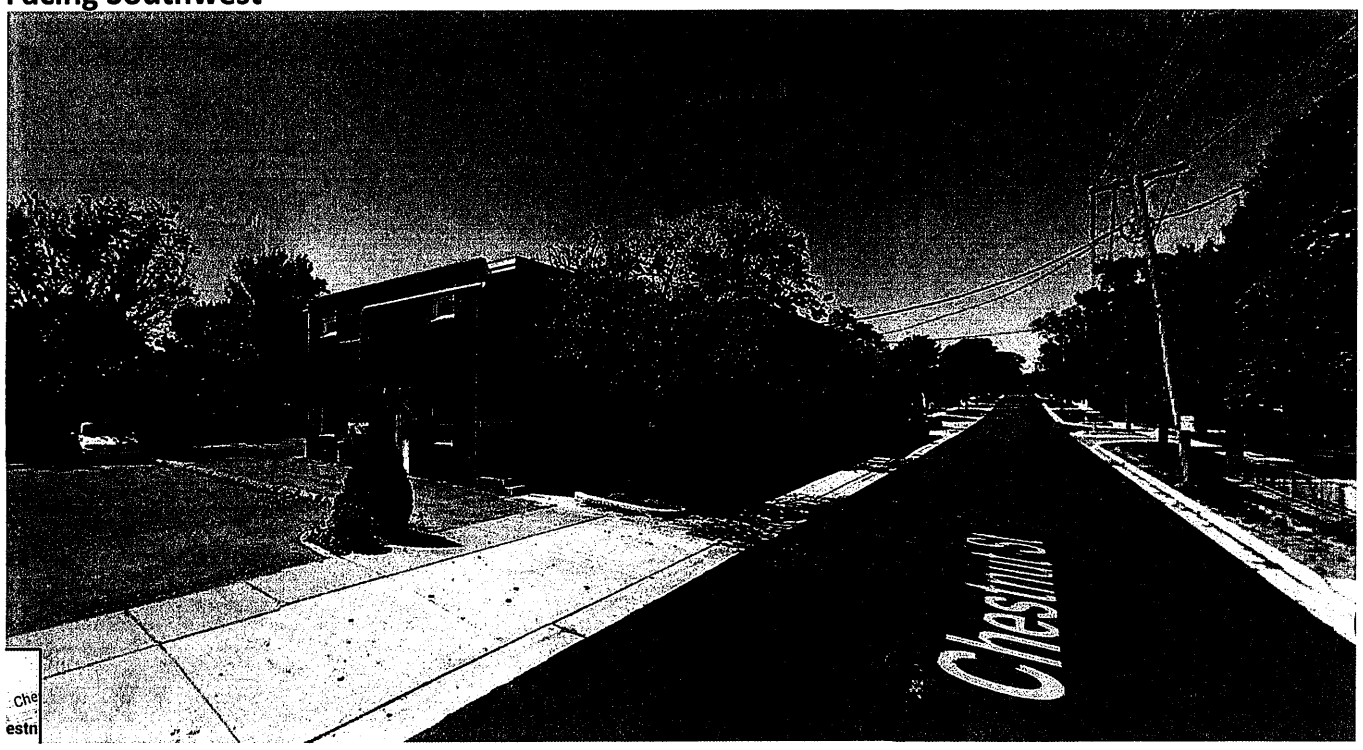


Attachment 5: Street View 414 Chestnut Street

Facing South (front building face)



Facing Southwest



HINSDALE PLAN COMMISSION

RE: Case A-05-2016 – Applicant: Jesuck Paik, owner of Nail Salon Mani & Pedi at 414 W. Chestnut Street

Request: Exterior Appearance and Site Plan Review for a new chimney to the building in the B-3 General Business District.

DATE OF PLAN COMMISSION REVIEW: **April 13, 2016**

DATE OF BOARD OF TRUSTEES 1ST READING: **May 3, 2016**

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Plan Commission (PC) heard testimony from the applicant and project architect, for the plan to construct a new chimney for building code requirements. The chimney will have 2 exhaust ducts to expel flammable vapors. It will extend 7 feet above the roof, made of wood, and colored to match the building masonry.

2. The chimney will project from the rear building face 1'-3", and is 3' wide. It will be constructed on a new concrete foundation and is located 40'-7.5" from the rear lot line.

3. Chimneys are not to be considered when determining the height of a building; the rear yard setback and exterior wall projection distance are both Zoning Code compliant.

4. There were no comments during the public meeting session at the April 13, 2016, Plan Commission meeting.

5. A Plan Commissioner asked why the applicant chose wood instead of brick for the chimney material. The applicant confirmed that wood was chosen for financial reasons. For this reason, there was a negative vote to recommend the exterior appearance plan. An additional negative vote for the site plan was due to no planned screening for the two new condensing units in the back of the building.

6. In general, the PC was comfortable with the chimney since it is not clearly visible due to its location in the rear of the building, and because it abuts a parking lot and railroad tracks.

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance plan, the Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," one (1) "nay" and one (1) "Absent," recommends that the President and Board of Trustees approve the exterior appearance plan to construct a new chimney in the B-3 General Business District.

Following a motion to recommend approval of the proposed site plan, the Village of Hinsdale Plan Commission, on a vote of five (5) "Ayes," two (2) "nays" and one (1) "Absent," recommends that the President and Board of Trustees approve the site plan to construct a new chimney in the B-3 General Business District.

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this _____ day of _____, 2016.

Attachment 6

7g.

DATE: May 3, 2016

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - ZPS	**ORIGINATING DEPARTMENT** Community Development
ITEM Amendment to 9-12-3 (Fences) with Respect to Maximum Allowable Height in Certain Yards	**APPROVAL** Robert McGinnis Director of CD/Building Commissioner

On November 17, 2015, members of the Historic Preservation Commission (HPC) appeared before the Village Board of Trustees to discuss the issue of fences in front yards. Members of the HPC stated that they were concerned by what they felt was a "fence situation creeping through the community and the unintended consequences created as a result." The Village Board directed staff to work with HPC Commissioner Bohnen and Trustee LaPlaca to review and develop language that would address the concerns raised by the HPC.

At the March 8, 2016 HPC meeting, Commissioner Bohnen asked staff to convey to the Board of Trustees that the consensus of the HPC is to raise the height of all wrought iron fences from 3 feet to 4 feet in front yards to match the 4-foot standard in side yards. He also explained to the HPC that his discussion with Trustee LaPlaca and Community Development Director Robb McGinnis led him to suggest that fences in front yards on lots of 30,000 square feet (SF) or over, with a lot width of 100 feet, would be allowed at up to 5 feet. In addition, the HPC recommended an allowance of up to a 12-inch adjustment for grade variations, to be approved by the Village's Building Commissioner. Commissioner Bohnen reiterated that any adjustment would be at the bottom of the fence, in order to hold the top sight line for the length of the fence. Commissioner Bohnen also added that pedestrian and driveway gates, as well as parapets, should be considered as architectural effects and not governed by the height rules.

In response to the recommendations made by the HPC, Village staff conferred with the Village attorney as to the best means to provide for the modifications noted above. The following summarizes the Village attorney's recommended changes to code provision 9-12-3 (Fences). There were two areas in which the Village attorney suggested adjustments to the HPC's recommendations. These concerned material limitations and that the qualifying criteria for taller fences in front yards be consistent with the bulk regulations in either the R-1 or R-2 zoning district.

1. Fences in Front Yards may be permitted up to 4' in height consistent with that already permitted in the Corner Sideyard.
2. This height may be increased to 5' when the following conditions exist;
   - The fence is open (greater than 1/3rd of the total fence contour) and the material is limited to metal.
   - The property meets the bulk zoning requirements set forth in the R-1 district with respect to lot width (125' minimum) and lot area (30,000sf.).
3. The Building Commissioner shall have the authority to approve up to 12" of additional height in order to accommodate changes in grade.
4. Driveway and entry gates and any parapet or column utilized in a fence design shall be excluded from the height limitations set forth in this section and shall instead be limited to 8' (consistent with statuary, arbors, trellises, and ornamental light standards).
5. Fence variation requests would be heard by the Plan Commission rather than the Zoning Board of Appeals with a recommendation made to the Board of Trustees. This is due to the fact that the hardship criteria set forth in the variation standards in 11-503(F) are so difficult to meet.

Should the Board find the recommended changes to the fence code to be satisfactory, staff will have a draft ordinance prepared and included for the Second Reading on May 17, 2016, and the following motion would be appropriate:

MOTION: **Move to approve an Ordinance Amending Title 9 (Building Regulations) Chapter 12 (Miscellaneous Provisions) Section 3 (Fences) (E. Construction Regulations) of the Village Code of the Village of Hinsdale.**

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

9-12-3: FENCES:

A. Definitions: For the purposes of this section, the definitions of terms contained in the Hinsdale zoning ordinance shall apply to those terms as used in this section. Other terms are hereby defined as follows:

FENCE: Any structure, other than an enclosed building, forming a barrier or boundary between lots, between a lot and any street or alley, or between portions of a lot or lots.

MAINTENANCE: Incidental repairs to less than fifty percent (50%) of the total area of an existing fence.

REPLACE: The reconstruction of a fence due to damage, destruction, or alteration of fifty percent (50%) or more of the total area of an existing fence. "Maintenance" as defined in this section shall not be included.

WINGWALL: Architectural features of a structure that can appear to be a fence or wall, extending beyond the exterior face of a structure typically made of the same materials as the structure to which they are attached.

B. General Prohibition: No fence shall be built, installed, erected, enlarged, extended, maintained, replaced, or allowed to exist in violation of the provisions of this section. Any fence so built, installed, erected, enlarged, extended, replaced, or maintained, except as provided in subsection K of this section, shall be removed by the owner thereof.

C. Permit Required: No person shall build, install, erect, enlarge, replace, or extend a fence or part thereof without obtaining in advance a permit therefor and paying the fee provided in section 9-1-4 of this title. An application under this section shall be made to the building commissioner and shall include a sketch plan describing the proposed fence and showing, to the extent necessary to establish compliance with the requirements of this section, its location in relation to: 1) the lot lines of the lot on which the fence is placed, 2) any structures on said lot, and 3) any structures on adjacent properties, and depicting any proposed grade changes in said area.

D. Construction Standards; General: All fences shall be built, installed, erected, reconstructed, restored, replaced, or extended in a good and workmanlike manner. No structural components of a fence, other than the structural components of a brick or stone fence, shall exceed six inches (6") in width. All fences shall be securely anchored in the ground. All fences shall be built, installed, erected, reconstructed, restored, replaced, or extended so that all posts and other structural components, and the unfinished side of the fence, if any, shall face into the lot on which the fence is placed. Fences shall be constructed of wood, aluminum, wrought iron, brick, stone, or polyvinyl chloride (PVC). Welded wire and plastic fabric type fencing are prohibited unless otherwise authorized on a temporary basis pursuant to a permit issued by the village for demolition or to construct a new principal structure in accordance with subsection 9-1-7F of this title.

E. Construction Standards; Height: No fence or part thereof shall be permitted in excess of the following height limits:

1. Residential districts and lots used for residential purposes:

a.	Front yard, except for subsections E1d and E1e of this section (solid fences shall be limited to 24 inches in height as measured from the natural grade as set forth in subsection H3 of this section)	3 feet
b.	Corner side yard, except for subsections E1d and E1e of this section	4 feet
c.	Any other yard, except for subsections E1d and E1e of this section	6 feet
d.	Within 10 feet of and parallel to a lot line of any lot used for nonresidential purposes	8 feet
e.	Within 10 feet of and parallel to a lot line abutting the Illinois Tri-State Toll Road, Route 83, 55th Street, or Ogden Avenue rights of way	8 feet

2. Nonresidential districts and lots used for nonresidential purposes:

a. Front yard: Eight feet (8');

b. Corner side yard: Eight feet (8');

c. Any other yard: Eight feet (8');

provided, however, the maximum allowable fence height provided for in this subsection E2 shall be reduced to a maximum height of not less than four feet (4') along any lot line abutting a lot used for residential purposes, if determined by the building commissioner to be necessary for purposes of promoting pedestrian and vehicular traffic safety.

3. Exceptions to subsections E1 and E2 of this section:

a.	Chainlink fences wherever located	4 feet
b.	Any fence governed by the provisions of section 7-1D-4 or 7-1D-5 of this code	2 feet
c.	Any post or other principal vertical support component	6 inches above maximum height

F. Measurement Of Height: The height of all fences shall be measured from the existing natural grade on which the fence is located, as determined by the building commissioner, to the top of the fence.

G. Maintenance: All fences shall be maintained in good condition.

H. Prohibited Fences: Notwithstanding any provision of this code to the contrary, the following prohibitions apply to all fences in the village:

1. No fence shall be permitted in violation of sections 7-1D-4 to 7-1D-5 of this code.

2. No chainlink, stockage, or cinder block fence shall be permitted in any front yard or any corner side yard.

3. No "solid fence", as defined herein, shall be permitted that exceeds twenty four inches (24") in height as measured from the natural grade in any front yard or any corner side yard. A "solid fence" is a fence in which the open spaces, when viewed at a right angle to the vertical fence plane, constitute less than one-third ($^1/_3$) of the total fence contour. The "total fence contour" is the entire square foot area within and between the outside vertical outline of the fence. The "open spaces" are areas within the "total fence contour", which, when viewed at right angles to the vertical fence plane, allow clear visibility through said fence plane.

4. No chainlink fence shall contain strips or slats of any kind between or among the links.

5. No barbed wire fences shall be permitted; provided, however, that no more than three (3) strands of barbed wire may be used on the top of fences enclosing public utility facilities.

6. No electrically charged fences shall be permitted.

7. No wingwall may encroach into a required yard.

I. Protective Fences: Any school, church, hospital, or library may petition to the zoning board of appeals for a permit to construct a protective fence that would not conform to the requirements of subsection E of this section or the requirements of subsection H1 of this section insofar as such requirements relate to chainlink fences; provided, however, that under no circumstances shall any fence be permitted under this subsection on a lot zoned in the AA or A residence districts of the Hinsdale zoning ordinance which is used for residential purposes except in conformance with all the requirements of this section. The zoning board of appeals shall approve such petition only upon the finding that: 1) the fence is justified in light of the seriousness of the risk posed to the safety of persons and the fence will mitigate that risk; 2) the fence will not alter the essential character of the locality; 3) the fence will be in harmony with the general purpose and intent of this section; 4) the fence will set no unfavorable precedent either to the locality or to the village as a whole; 5) the fence will be the minimum size and type necessary to accomplish its intended purpose; and 6) the fence will not adversely affect the public safety and general welfare.

J. Variations: Any person may petition to the zoning board of appeals for a variation from the provisions of this section. A petition for a variation shall include the following information: name, address, and telephone number of petitioner; a description of the requested variation; a site plan, drawn to scale, depicting the proposed fence and showing its location in relation to the lot lines of the lot on which the fence is placed, any structures on said lot, and all adjacent properties; existing elevations in the area in which the fence is placed and any proposed grade changes in said area; and such additional information as the zoning board of appeals may require. The zoning board of appeals shall grant a variation from the provisions of this section only upon finding that: 1) the petitioner is affected by unique circumstances which create a hardship justifying relief from the provisions of this section, 2) the variation will not alter the essential character of the locality, 3) the variation will be in harmony with the general purpose and intent of this section, 4) the variation will set no unfavorable precedent either to the locality or to the village as a whole, 5) the variation will

be the minimum necessary to afford relief to the petitioner, and 6) the variation will not adversely affect the public safety and general welfare. Every grant of a variation shall be based on written findings of fact evidencing compliance with the foregoing standards and specifying the reasons for granting the variation.

K. Nonconforming Fences: All fences heretofore lawfully constructed and not in conformity with the provisions of this section shall be deemed nonconforming fences and may exist and may be maintained; provided, however, that no such maintenance shall expand any existing nonconformity or create any new nonconformity. No nonconforming fence shall be enlarged or extended in any manner except in accordance with the provisions of this section.

L. Swimming Pools: Nothing in this section shall be construed to alter or limit the provisions of the international residential code related to fences designed to enclose swimming pools.

M. Exemptions: The provisions of this section shall not apply to fences owned or maintained by the village or to fences constructed and maintained by any other governmental body or agency for the principal purpose of reducing noise. (Ord. O2008-46, 8-12-2008)

April 11, 2016
To: The Board of Trustees
Subject: Solid metal ornamental fences.

The Historic Preservation Commission recommends the following changes be made to the current "fence code" as stated in the Village Municipal Code:

A. The changes mentioned herein pertain ONLY to solid material metal fences i.e. wrought iron, cast iron and cast aluminum. Tubular metal fence materials would NOT QUALIFY for this proposed change.
B. All solid material metal fences will now be allowed to be (4) feet in height in all front and side yards. Back yard height will remain at the current (6) feet height.
C. Properties that measure 30,000 sq. ft. in area and have a front width of at least 100 lineal feet will be allowed to have this height raised to (5) feet.
D. An additional (1) foot of height will be allowed for all such fences to accommodate grade variances. Such adjustment would be fashioned from the bottom of the fence line so as to maintain a level sight line on the top fence plane.
E. All language in the present code that speaks to the ratio of material vs. open view will be retained as written.
F. All gates, whether pedestrian or driveway type and all parapets utilized in fence design will be considered ARCHITECTUAL ELEMENTS and will not be governed by the height requirements.
G. All fence applications will continue to be presented to the Building Department for permitting. Any concerns the Building Department may have will be directed to the Board of Trustees for review. The Board of Trustees can ask the Zoning Board of Appeals to review any application that they feel warrants further review.

John J. Bonnen
Chairman, Pro Tem

DATE: May 03, 2016

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

At the meeting of May 03, 2016 staff respectfully requests the presentation of the following motion to approve the accounts payable:

Motion: To move approval and payment of the accounts payable for the period of April 20, 2016 through May 03, 2016 in the aggregate amount of $780,293.86 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

STAFF APPROVALS

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

COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1607

FOR PERIOD April 20, 2016 through May 03, 2016

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of $780,293.86 reviewed and approved by the below named officials.

APPROVED BY Daniel Hansen **DATE** 4/28/16
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ **DATE** _____
VILLAGE MANAGER

APPROVED BY _____ **DATE** _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant # 1607
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	122,637.63	168,369.42	291,007.05
Capital Project Fund	45300	157,233.15	-	157,233.15
Water & Sewer Operations	61061	23,706.50	-	23,706.50
Water & Sewer Capital	61062	113,858.48		113,858.48
Escrow Funds	72100	69,362.00	-	69,362.00
Payroll Revolving Fund	79000	10,683.36	114,443.32	125,126.68
Total		**497,481.12**	**282,812.74**	**780,293.86**

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1607

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 4/22/2016	Village Payroll #8 - Calendar 2016	FWH	$ 48,233.22
Electronic Federal Tax Payment Systems 4/22/2016	Village Payroll #8 - Calendar 2016	FICA/MCARE	37,060.22
Illinois Department of Revenue 4/22/2016	Village Payroll #8 - Calendar 2016	State Tax Withholding	12,844.31
ICMA - 457 Plans 4/22/2016	Village Payroll #8 - Calendar 2016	Employee Withholding	14,726.04
HSA PLAN CONTRIBUTION - 4/22/16		Employer/Employee Withholding	1,579.53
Intergovernmental Personnel Benefit Cooperative		Employer/Employee	168,369.42
Illinois Municipal Retirement Fund		Employer/Employee	-
		Total Bank Wire Transfers and ACH Payments	$282,812.74

WARRANT REGISTER: 1607 DATE: 05/03/16

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE			
198913	AFLAC OTHER	042216000000000	$370.97
198914	ALFAC OTHER	042216000000000	$163.47
198915	AFLAC SLAC	042216000000000	$74.35
		Total for Check: 105766	**$608.79**
COLONIAL LIFE PROCCESSING			
198903	COLONIAL S L A C	042216000000000	$22.59
198904	COLONIAL OTHER	042216000000000	$27.63
		Total for Check: 105767	**$50.22**
I.U.O.E.LOCAL 150			
198919	LOCAL 150 UNION DUES	042216000000000	$1,093.53
		Total for Check: 105768	**$1,093.53**
NATIONWIDE RETIREMENT SOL			
198907	USCM/PEBSCO	042216000000000	$127.39
198908	USCM/PEBSCO	042216000000000	$1,385.00
		Total for Check: 105769	**$1,512.39**
NATIONWIDE TRUST CO.FSB			
198916	PEHPPD	042216000000000	$601.47
198917	PEHP REGULAR	042216000000000	$2,124.18
198918	PEHP UNION 150	042216000000000	$346.27
		Total for Check: 105770	**$3,071.92**
STATE DISBURSEMENT UNIT			
198920	CHILD SUPPORT	042216000000000	$313.21
		Total for Check: 105771	**$313.21**
STATE DISBURSEMENT UNIT			
198921	CHILD SUPPORT	042216000000000	$585.00
		Total for Check: 105772	**$585.00**
STATE DISBURSEMENT UNIT			
198922	CHILD SUPPORT	042216000000000	$230.77
		Total for Check: 105773	**$230.77**
STATE DISBURSEMENT UNIT			
198923	CHILD SUPPORT	042216000000000	$764.77
		Total for Check: 105774	**$764.77**
STATE DISBURSEMENT UNIT			
198924	CHILD SUPPORT	042216000000000	$175.00
		Total for Check: 105775	**$175.00**
STATE DISBURSEMENT UNIT			
198925	CHILD SUPPORT	042216000000000	$672.45
		Total for Check: 105776	**$672.45**
STATE DISBURSEMENT UNIT			
198926	CHILD SUPPORT	042216000000000	$194.23
		Total for Check: 105777	**$194.23**
VILLAGE OF HINSDALE			
198909	DEP CARE REIMBURSEMENT	042216000000000	$296.08
198910	MEDICAL REIMBURSEMENT	042216000000000	$269.19
198911	DEP CARE REIMB.F/P	042216000000000	$20.83
198912	MEDICAL REIMBURSEMENT	042216000000000	$552.07
		Total for Check: 105778	**$1,138.17**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
VSP ILLINOIS - 30048087			
198905	VSP FAMILY ALL EMPLOYEES	042216000000000	$201.28
198906	VSP SINGLE ALLEMPLOYEES	042216000000000	$71.63
		Total for Check: 105779	**$272.91**
A BLOCK MARKETING INC			
198872	TIPPING FEE	00066029	$25.00
198873	TIPPING FEES	00066195	$50.00
		Total for Check: 105780	**$75.00**
ABT			
198867	EXHAUST HOOD REPAIRS	0201621BKGF	$164.00
		Total for Check: 105781	**$164.00**
AIR ONE EQUIPMENT			
198866	HELMET BAND	112090	$70.56
199133	HELMETS	112266	$513.25
199134	HOSE	112227	$83.25
199135	NOZZLE	112265	$495.00
		Total for Check: 105782	**$1,162.06**
AMERICAN CRAWL SPACES			
199031	CONT BD 512 PRINCETON	23317	$500.00
		Total for Check: 105783	**$500.00**
AMERICAN EXPRESS			
199148	ASST MERCHANDISE	8-03003-04/2016	$15.07
199148	ASST MERCHANDISE	8-03003-04/2016	$295.00
199148	ASST MERCHANDISE	8-03003-04/2016	$597.65
199148	ASST MERCHANDISE	8-03003-04/2016	$107.00
199148	ASST MERCHANDISE	8-03003-04/2016	$34.67-
199148	ASST MERCHANDISE	8-03003-04/2016	$59.95
199148	ASST MERCHANDISE	8-03003-04/2016	$929.99
199148	ASST MERCHANDISE	8-03003-04/2016	$605.59
199148	ASST MERCHANDISE	8-03003-04/2016	$88.25
199148	ASST MERCHANDISE	8-03003-04/2016	$49.95
199148	ASST MERCHANDISE	8-03003-04/2016	$53.32
		Total for Check: 105784	**$2,767.10**
AMERICAN LITHOGRAPHY			
199005	SEASONAL BROCHURE	250146-01	$5,361.00
199065	SEASONAL BROCHURE	250146-01	$50.00
		Total for Check: 105785	**$5,411.00**
AMPSCO SERVICE CORP			
198858	FUEL PUMP BREAKAWAY	1100559	$72.50
		Total for Check: 105786	**$72.50**
APWA ASSOCIATION			
199071	ANNUAL DUES	688933	$184.00
		Total for Check: 105787	**$184.00**
AQUA PURE ENTERPRISES			
199257	POOL CHEMICALS	101907	$245.14
		Total for Check: 105788	**$245.14**
ARAMARK UNIFORM SERVICES			
198946	FLOOR MATS/SHOP TOWELS	2080513042	$65.78

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
198946	FLOOR MATS/SHOP TOWELS	2080513042	$21.44
198946	FLOOR MATS/SHOP TOWELS	2080513042	$134.91
198946	FLOOR MATS/SHOP TOWELS	2080513042	$13.08
199076	FLOOR MATS/ SHOP TOWELS	2080522896	$65.78
199076	FLOOR MATS/ SHOP TOWELS	2080522896	$21.44
199076	FLOOR MATS/ SHOP TOWELS	2080522896	$134.91
199076	FLOOR MATS/ SHOP TOWELS	2080522896	$13.08
		Total for Check: 105789	**$470.42**
AT & T			
199075	VEECK PARK - WP	630323386304	$180.75
		Total for Check: 105790	**$180.75**
BAYIT BUILDERS			
199032	ST MGMT BD 435 S QUINCY	22857	$3,000.00
		Total for Check: 105791	**$3,000.00**
BAYIT BUILDERS			
199033	CONT BD 435 S QUINCY	22858	$10,000.00
		Total for Check: 105792	**$10,000.00**
BEACON SSI INCORPORATED			
199247	SITE INSPECTION - WP	76758	$125.00
199248	SITE INSPECTION - PS	76757	$175.00
		Total for Check: 105793	**$300.00**
BERRY, JAMES			
199042	REFUND	0211087639	$25.00
		Total for Check: 105794	**$25.00**
BLOOM, BRADLEY			
198953	TELEPHONE ADAPTER	04132016	$49.96
		Total for Check: 105795	**$49.96**
BUSHMAN CONSTRUCTION			
199034	CONT BD 50 S LINCOLN	23207	$2,000.00
		Total for Check: 105796	**$2,000.00**
BUTTREY RENTAL SERVICE IN			
198885	SEWER CAMERA	218121	$210.00
		Total for Check: 105797	**$210.00**
CARROLL DISTRIBUTING			
198874	TRAIN PLATFORM TILE	LE015590	$38.09
		Total for Check: 105798	**$38.09**
CCP INDUSTRIES INC			
198952	CLEANING SUPPLIES	IN01663532	$156.20
		Total for Check: 105799	**$156.20**
CENTRAL SALT			
199004	ROAD SALT	242744	$7,300.16
		Total for Check: 105800	**$7,300.16**
CHARIOT AUTOMOTIVE			
199079	TOWING - 22	66917	$499.00
		Total for Check: 105801	**$499.00**
CHICAGO TRIBUNE			
199244	POOL AD	002638618	$363.00
		Total for Check: 105802	**$363.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
CINTAS CORPORATION 769			
198882	FLOOR MATS	769762148	$75.00
198883	UNIFORMS	769762149	$62.98
199073	FLOOR MATS	769765843	$75.00
199074	UNIFORMS	769765844	$39.58
		Total for Check: 105803	**$252.56**
CINTAS FIRST AID & SAFETY			
199062	MEDICAL SUPPLIES	5004932118	$89.28
199063	MEDICAL SUPPLIES	5004932119	$112.96
199150	MEDICAL SUPPLIES	5004932124	$70.66
		Total for Check: 105804	**$272.90**
CLARENDON HILLS PARK DIST			
199018	CO-OP	04142016	$490.00
		Total for Check: 105805	**$490.00**
CLAYBROOK, WILLIAM			
198998	EMT-P LICENSE RENEWAL	04192016	$41.00
		Total for Check: 105806	**$41.00**
COMCAST			
198871	POLICE/FIRE	8771201110009242	$109.74
198871	POLICE/FIRE	8771201110009242	$109.74
		Total for Check: 105807	**$219.48**
COMED			
199181	57TH STREET	0015093062	$309.82
199182	ELEANOR PARK	0075151076	$429.86
199183	WARMING HOUSE/PADDLE HUT	0203017056	$143.11
199184	CLOCK TOWER	0381057101	$32.22
199185	STREET LIGHTS	0395122068	$45.60
199186	314 SYMONDS DR	0417073048	$326.45
199187	FOUNTAIN	0471095066	$69.75
199188	BURLINGTON PARK	0499147045	$39.63
199189	ROBBINS PARK	0639032045	$19.73
199190	STREET LIGHTS	0697168013	$31.12
199191	VILLAGE PLACE ALLEY	1094271003	$561.33
199192	WASHINGTON	2378029015	$54.82
199193	VEECK PARK	2425068008	$641.33
199194	WASHINGTON PARKING LOT	2838114008	$37.65
199195	VEECK PARK -WP	3454039030	$1,358.94
199196	BURLINGTON PARK	6583006139	$30.25
199197	NS CBQ RR	7011157008	$34.48
199198	WALNUT STREET	7011481018	$30.25
199199	CENTER FOR THE ARTS	7093550127	$78.71
199200	KLM LODGE 80/20	7093551008	$240.33
199200	KLM LODGE 80/20	7093551008	$961.33
199201	POOL	8605437007	$409.19
		Total for Check: 105808	**$5,885.90**
CONSTELLATION NEWENERGY			
199251	121 SYMONDS	0032101986	$608.80
199251	121 SYMONDS	0032101986	$608.81

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
199252	217 SYMONDS	0032101986	$1,592.96
199253	225 SYMONDS	0032101986	$1,314.24
199254	500 W HINSDALE	0032101986	$383.22
199255	5901 COUNTY LINE RD	0032101986	$1,268.03
		Total for Check: 105809	**$5,776.06**
COOK COUNTY TREASURER			
198941	TRAFFIC LIGHTS	2016-1	$24.00
		Total for Check: 105810	**$24.00**
CURTISS CUSTOM HOMES, INC			
199035	ST MGMT BD 433 S CLAY	22186	$3,000.00
		Total for Check: 105811	**$3,000.00**
CURTISS CUSTOM HOMES, INC			
199036	CONT BD 433 S CLAY	22185	$10,000.00
		Total for Check: 105812	**$10,000.00**
D & M ARCHITECTURAL			
199000	ELECTRIC DOOR STRIKE LOCK	10657	$275.00
199011	VILLAGE HALL DOOR	10656	$4,445.00
		Total for Check: 105813	**$4,720.00**
DEJANA INDUSTRIES INC.			
198948	STREET SWEEPING	49778	$673.68
		Total for Check: 105814	**$673.68**
DOCU-SHRED, INC.			
199149	SHREDDING	37702	$80.00
		Total for Check: 105815	**$80.00**
DUPAGE COUNTY CHIEFS OF			
199157	SUPERVISOR TRAINING	04292016	$95.00
199158	SUPERVISOR TRAINING	04152016	$95.00
		Total for Check: 105816	**$190.00**
DUPAGE COUNTY HEALTH DEPT			
198985	ANNUAL PERMIT-MAIN POOL	00151760	$255.00
198986	ANNUAL PERMIT - DIVE POOL	00151765	$255.00
198987	ANNUAL PERMIT - WADE POOL	00151766	$255.00
		Total for Check: 105817	**$765.00**
DUPAGE COUNTY INFORMATION			
199060	CICS TRANSACTIONS-1ST QTR	IA183	$7.00
		Total for Check: 105818	**$7.00**
DUPAGE TOPSOIL, INC.			
198860	TOPSOIL	042099	$325.00
		Total for Check: 105819	**$325.00**
DYNEGY ENERGY SERVICES			
199144	TRANSFORMER	147029716041	$1,613.38
199245	908 ELM	147029616041	$199.85
		Total for Check: 105820	**$1,813.23**
ETP LABS, INC			
199002	WATER SAMPLES	16-131587	$192.00
199080	WATER SAMPLES	16-51710	$193.00
		Total for Check: 105821	**$385.00**
EXCELL FASTENER SOLUTIONS			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
198878	DRILL BITS	6616	$122.75
		Total for Check: 105822	**$122.75**
FACTORY MOTOR PARTS CO			
198889	BATTERIES - 4 & 846	50-Y03351	$92.46
198889	BATTERIES - 4 & 846	50-Y03351	$258.63
198890	OIL - M84	50-1305971	$182.86
198891	BATTERY - 10	50-Y03309	$79.58
199054	BRAKE ROTORS - 840	50-1300509	$210.21-
		Total for Check: 105823	**$403.32**
FIRESTONE STORES			
199154	TIRES	112144	$567.68
		Total for Check: 105824	**$567.68**
FOX VALLEY FIRE & SAFETY			
199131	FIRE EXTINGUISHER SERVICE	981685	$288.05
		Total for Check: 105825	**$288.05**
FRED GLINKE PLUMBING AND			
198990	HOT WATER HEATER	31855	$98.75
198990	HOT WATER HEATER	31855	$98.75
		Total for Check: 105826	**$197.50**
FRED PRYOR SEMINARS			
198950	SUPERVISOR TRAINING	19573697	$119.00
198951	SUPERVISOR TRAINING	19551358	$119.00
198983	SUPERVISOR TRAINING	19592978	$119.00
		Total for Check: 105827	**$357.00**
GALLS			
198954	UNIFORMS	005095866	$40.39
198955	UNIFORMS	005102589	$149.74
198956	UNIFORMS	005104222	$527.81
198957	UNIFORMS	005103871	$30.48
198958	UNIFORMS	005110017	$89.44
198959	UNIFORMS	005117138	$90.89
198960	UNIFORMS	005124567	$187.92
198961	UNIFORMS	005127423	$48.99
198962	UNIFORMS	005127412	$193.79
198963	UNIFORMS	005127418	$243.52
198964	UNIFORMS	005133873	$126.24
198965	UNIFORMS	005133653	$89.38
198966	UNIFORMS	005132654	$129.70
198967	ROAD FLARES	005136648	$297.92
198968	UNIFORMS	005132649	$227.28
198969	UNIFORMS	005133874	$81.98
198970	UNIFORMS	005141912	$113.69
198971	UNIFORMS	005140820	$194.66
198972	UNIFORMS	005140114	$90.43
198973	UNIFORMS	005141639	$51.28
198974	UNIFORMS	005140552	$40.73
198975	UNIFORMS	005151147	$186.35
198976	UNIFORMS	005150194	$79.79

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 105828	**$3,312.40**
GAMBLA, MICHAEL			
199043	REFUND	143000	$175.00
		Total for Check: 105829	**$175.00**
GARY JOHNSTON			
198928	TRUCK PERMITS - JAN/FEB	03222016	$234.00
198929	TRUCK PERMITS - MARCH	04082016	$236.70
		Total for Check: 105830	**$470.70**
GIULIANOS			
198942	CITIZENS POLICE ACADEMY	03242016	$106.25
		Total for Check: 105831	**$106.25**
GRAINGER, INC.			
198879	DRILL PARTS	9058929663	$51.00
198880	PRESSURE GAUGE	9073183452	$107.25
198881	DRILL	9076160994	$71.43
		Total for Check: 105832	**$229.68**
GREAT LAKES FIRE			
198991	MEMBERSHIP	04182016	$100.00
		Total for Check: 105833	**$100.00**
GROVE, SCOTT			
199044	REFUND	0211088514	$25.00
		Total for Check: 105834	**$25.00**
H LINDEN & SONS SEWER			
199070	2016 ROADWAY CONSTRUCTION	HINS20161	$157,233.15
199070	2016 ROADWAY CONSTRUCTION	HINS20161	$84,038.40
199070	2016 ROADWAY CONSTRUCTION	HINS20161	$29,820.08
		Total for Check: 105835	**$271,091.63**
HAWKINS, INC.			
198949	VEECK AZONE	3858739	$607.00
		Total for Check: 105836	**$607.00**
HD SUPPLY WATERWORKS,LTD			
198875	TAPPING CLAMPS	F339396	$274.00
198876	HYDRANT METER	F339403	$1,500.00
198877	TAPPING MATERIALS	F289930	$3,064.20
199081	WATER METERS	F339390	$3,024.95
		Total for Check: 105837	**$7,863.15**
HILDEBRAND SPORTING GOODS			
199155	PLAQUE	19812	$10.00
		Total for Check: 105838	**$10.00**
HINSDALE NURSERIES, INC.			
199139	BROOK PARK PERENNIALS	1525540	$137.75
		Total for Check: 105839	**$137.75**
HINSDALE TOWNSHIP HIGH			
198988	SOCCER CLINIC	16136	$57.00
		Total for Check: 105840	**$57.00**
HOME DEPOT CREDIT SERVICE			
199143	ASST HARDWARE	041316	$141.76
199143	ASST HARDWARE	041316	$53.33

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
199143	ASST HARDWARE	041316	$44.87
199143	ASST HARDWARE	041316	$81.06
		Total for Check: 105841	**$321.02**
HOMER TREE CARE, INC			
198861	TREE PRUNING	21563	$325.00
199008	TREE REMOVAL	21475	$11,461.00
199009	TREE REMOVAL	214751	$2,550.00
199010	TREE REMOVAL	21466	$500.00
		Total for Check: 105842	**$14,836.00**
HUCKFELDT, JEFF			
199067	NOTARY FEE	03202016	$54.00
		Total for Check: 105843	**$54.00**
HUFF & HUFF INC			
198902	VEECK CSO CONSULTING	0717066	$330.00
		Total for Check: 105844	**$330.00**
HUNT PRINTING			
198870	POOL PASSES	118673	$124.09
		Total for Check: 105845	**$124.09**
ICMA MEMBERSHIP RENEWAL			
198999	MEMBERSHIP	04012016	$1,400.00
		Total for Check: 105846	**$1,400.00**
ILLINOIS SECTION AMERICAN			
199003	WATER CONFERENCE	200022892	$116.00
199138	DISASTER MGMT CLASS	200023054	$20.00
		Total for Check: 105847	**$136.00**
ILMO PRODUCTS COMPANY			
198936	GAS TANK	00750355	$94.00
		Total for Check: 105848	**$94.00**
INDUSTRIAL ELECTRIC			
198992	FLUORESCENT BULBS	240513	$133.25
198993	BREAKERS	241189	$21.00
198994	ELECTRICAL SUPPLIES	241188	$44.96
198995	LED LIGHT BULBS	241190	$59.50
199140	VEECK LIGHTING	241167	$975.00
199141	PIERCE PARK OUTLETS	241168	$130.00
199142	DIGITAL BREAKER FINDER	241169	$92.00
199236	GFI OUTLETS	241161	$78.00
199237	OUTLET COVER	241162	$2.00
199238	CONDUIT	241164	$32.18
199239	WATER PLANT OUTLET	241165	$104.00
		Total for Check: 105849	**$1,671.89**
INKD APPAREL			
198943	SHIRTS	42772	$364.00
		Total for Check: 105850	**$364.00**
IPRA			
198863	MEMBERSHIP	2313	$228.00
		Total for Check: 105851	**$228.00**
JAMES J BENES & ASSOC INC			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
199068	PLAN REVIEWS	03252016	$7,000.00
		Total for Check: 105852	**$7,000.00**
JIM MANGANIELLO			
199249	METER READINGS - APRIL	04302016	$420.00
		Total for Check: 105853	**$420.00**
L3 COMMUNICATIONS			
199152	SOFTWARE MAINTENANCE	0239321-IN	$1,865.00
199153	SQUAD MICROPHONES	0238924-IN	$1,227.25
		Total for Check: 105854	**$3,092.25**
LAW ENFORCEMENT TARGETS			
199235	RANGE TARGETS	0310114-IN	$435.64
		Total for Check: 105855	**$435.64**
LIPKE KENTEX HESSE, INC			
199136	DETERGENT	507942	$206.60
		Total for Check: 105856	**$206.60**
LYONS, MAUREEN			
199045	REFUND	1210060	$349.36
		Total for Check: 105857	**$349.36**
MAGIC OF GARY KANTOR			
199250	CLASS INSTRUCTION	04262016	$70.00
		Total for Check: 105858	**$70.00**
MAILFINANCE			
198927	MAIL MACHINE LEASE	N5884115	$435.00
		Total for Check: 105859	**$435.00**
MCCANN INDUSTRIES, INC			
199007	DITCH BUCKET	07204708	$1,895.00
		Total for Check: 105860	**$1,895.00**
MCMASTER-CARR			
198981	WIRE PULLING CLAMP	54068916	$117.66
198982	WIRE PULLING CLAMP	54069657	$141.62
		Total for Check: 105861	**$259.28**
MCMHAHON, JULIA			
199046	REFUND	308075	$25.00
		Total for Check: 105862	**$25.00**
MCNAUGHTON BROS			
199039	STORMWATER BD 946 ALLMEN	22462	$6,372.00
		Total for Check: 105863	**$6,372.00**
MENARDS			
198864	CONCRETE FLOOR PAINT	30906	$4.98
198865	HARDWARE	25957	$77.97
198865	HARDWARE	25957	$14.97
198865	HARDWARE	25957	$8.99
		Total for Check: 105864	**$106.91**
MENARDS BOLINGBROOK			
198947	CONCRETE MESH	91530	$39.99
		Total for Check: 105865	**$39.99**
METROPOLITAN INDUSTRIES			
198984	VEECK TANK FLOAT REPAIR	0000308992	$1,247.75

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 105866	**$1,247.75**
MICROSYSTEMS, INC.			
199053	SOFTWARE MAINTENANCE	I000074515	$185.00
		Total for Check: 105867	**$185.00**
MIKOTTIS, STEVE			
199047	REFUND	142998	$105.00
		Total for Check: 105868	**$105.00**
MINER ELECTRONICS			
198944	RADAR SWITCH REPAIR - 45	259461	$350.00
198945	REPAIR MIC - 43	259894	$95.00
		Total for Check: 105869	**$445.00**
MORTON SALT INC			
199256	ROAD SALT	5401049798	$1,710.28
		Total for Check: 105870	**$1,710.28**
MOTOROLA SOLUTIONS			
198937	MONTHLY CHARGES - APRIL	226372252016	$34.00
		Total for Check: 105871	**$34.00**
MUNICIPAL FLEET MANAGERS			
199064	MEMBERSHIP	04012016	$30.00
		Total for Check: 105872	**$30.00**
NAPA AUTO PARTS			
198892	EXHAUST PIPE - 6	426357	$12.98
198893	CLAMP - 6	426714	$5.12
198894	FILTERS - 122	424894	$72.38
198895	EXHAUST PARTS - 6	426323	$27.79
198896	CATALYTIC CONVERTER - 6	425941	$401.21
198897	FILTER - 39	425978	$16.61
198898	TOPSIDE CREEPER	425657	$254.00
198899	HYDRAULIC FLUID	425703	$90.04
198900	FILTERS - 39	425690	$56.63
198901	SPARK PLUGS	425585	$88.61
199077	COOLANT TEST KIT	427080	$24.87
199078	EXHAUST PARTS	426597	$14.01-
		Total for Check: 105873	**$1,036.23**
NAPERVILLE READY MIX INC			
198862	CONCRETE	59611	$714.00
		Total for Check: 105874	**$714.00**
NICOR GAS			
198978	ART CENTER	18117046476	$338.03
198979	5905 S COUNTY LINE	12952110000	$153.26
198980	PLATFORM TENNIS	06677356575	$435.42
		Total for Check: 105875	**$926.71**
NORMANDY BUILDERS			
199030	CONT BD 1416 BURR OAK CT	23191	$2,500.00
		Total for Check: 105876	**$2,500.00**
O'LEARY, JOAN			
199048	REFUND	142999	$175.00
		Total for Check: 105877	**$175.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
PK WOODWORK			
199001	BRUSH HILL DOOR FRAME	150	$200.00
199006	BRUSH HILL DOOR	1501	$1,790.00
		Total for Check: 105878	**$1,990.00**
PRESCIENT SOLUTIONS INC			
199084	IT SUPPORT - MARCH	0416005W	$23,250.00
		Total for Check: 105879	**$23,250.00**
PROVEN BUSINESS SYSTEMS			
198977	COPIER - PW	307856	$241.64
199146	COPY OVERAGE	308159	$769.06
199146	COPY OVERAGE	308159	$205.07
199146	COPY OVERAGE	308159	$308.63
199146	COPY OVERAGE	308159	$308.63
		Total for Check: 105880	**$1,833.03**
RAMIREZ, MARIA			
199049	KLM REFUND EN160409	23357	$500.00
		Total for Check: 105881	**$500.00**
RAY O'HERRON CO INC			
199021	UNIFORMS	1619233-IN	$477.77
199022	UNIFORMS	1619214-IN	$382.97
199023	UNIFORMS	1619215-IN	$252.07
199024	UNIFORMS	1619229-IN	$333.57
199025	UNIFORMS	1619217-IN	$73.95
199026	UNIFORMS	1619212-CM	$40.99-
199027	UNIFORMS	1614796-IN	$73.78
199028	UNIFORMS	1620693-IN	$2.00
199029	UNIFORMS	1622802-IN	$313.48
		Total for Check: 105882	**$1,868.60**
REPICKY, RORY			
199040	STRMWATER BD 807 THE PINE	21540	$7,810.00
		Total for Check: 105883	**$7,810.00**
REPUBLIC SERVICES #551			
198859	DISPOSAL SERVICES	0551-012413494	$316.06
		Total for Check: 105884	**$316.06**
ROTARY CLUB OF HINSDALE			
199066	LUNCHEONS	04012016	$208.00
		Total for Check: 105885	**$208.00**
SECRETARY OF STATE			
198940	LICENSE SUSPENSION	04062016	$40.00
		Total for Check: 105886	**$40.00**
SEDLACEK, JAMES T			
199072	CDL RENEWAL	04122016	$60.00
		Total for Check: 105887	**$60.00**
SERVICE FORMS & GRAPHICS			
199019	ENVELOPES	156532	$294.00
199020	BUSINESS CARDS	156480	$151.95
199059	BUSINESS CARDS	156557	$49.68
199147	SIDEWALK LETTER	156628	$752.95

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
199243	BUSINESS CARDS	156627	$112.13
		Total for Check: 105888	**$1,360.71**
SHI INTERNATIONAL CORP			
198989	CICSO FIREWALL SUPPORT	B04854965	$2,640.95
		Total for Check: 105889	**$2,640.95**
SHIN, GRACE			
199050	REFUND	143215	$151.00
		Total for Check: 105890	**$151.00**
SIMPLEX GRINNELL			
199082	FIRE ALARM REPAIR - POOL	82381947	$504.84
199083	FIRE ALARM REPAIR -MH	82381946	$655.56
		Total for Check: 105891	**$1,160.40**
SIRCHIE FINGER PRINT LABS			
199151	EVIDENCE TUBES	0249745-IN	$45.90
		Total for Check: 105892	**$45.90**
SITE ONE LANDSCAPE SUPPLY			
199246	IRRIGATION PARTS-PIERCE	75408837	$51.94
		Total for Check: 105893	**$51.94**
SMITH & WARREN			
199061	BADGE AND PINS	A566743	$172.20
		Total for Check: 105894	**$172.20**
SOUTH SIDE CONTROL SUPPLY			
198888	KLM HVAC SERVICE	S100304293.002	$521.56
		Total for Check: 105895	**$521.56**
STREICHERS			
198939	TRAUMA PLATES	I1202392	$132.98
199057	TRAUMA PLATE	I1203550	$66.49
		Total for Check: 105896	**$199.47**
SUBURBAN DOOR CHECK			
198887	VILLAGE HALL LOCK PARTS	IN472750	$39.19
		Total for Check: 105897	**$39.19**
SUTRON			
199012	WATER LEVEL SENSOR	ACR/10021140	$267.50
199012	WATER LEVEL SENSOR	ACR/10021140	$2,496.00
199012	WATER LEVEL SENSOR	ACR/10021140	$45.00
		Total for Check: 105898	**$2,808.50**
THE HINSDALEAN			
198869	EMPLOYMENT AD	43226	$62.95
		Total for Check: 105899	**$62.95**
THE LAW OFFICES OF			
199069	LEGAL	H04202016	$100.00
		Total for Check: 105900	**$100.00**
THE POLICE & SHERIFFS			
198930	ID CARDS	79980	$62.90
		Total for Check: 105901	**$62.90**
THOMPSON ELEVATOR INSPEC			
199013	PLAN REVIEW	16-0036	$100.00
		Total for Check: 105902	**$100.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
THOMSON REUTERS WEST			
198938	INFORMATION CHARGES - MAR	833735374	$165.98
		Total for Check: 105903	**$165.98**
TRANE			
198886	KLM HVAC PARTS	11781397R1	$28.56
		Total for Check: 105904	**$28.56**
U S POSTAL SERVICE			
199145	PERMIT 137 POSTAGE	04252016	$2,000.00
		Total for Check: 105905	**$2,000.00**
UNIQUE APPAREL SOLUTIONS			
198997	UNIFORMS	31800	$28.00
199137	UNIFORMS	31813	$157.00
		Total for Check: 105906	**$185.00**
VERIZON WIRELESS			
198868	MDT CARDS	9762897320	$276.27
198868	MDT CARDS	9762897320	$213.08
198868	MDT CARDS	9762897320	$399.99
		Total for Check: 105907	**$889.34**
VILLAGE OF HINSDALE-PKS			
199159	POOL PETTY CASH	04282016	$300.00
		Total for Check: 105908	**$300.00**
WAGEWORKS			
199058	FSA MONTHLY ADM FEES	125AI0458099	$54.00
199058	FSA MONTHLY ADM FEES	125AI0458099	$60.00
199058	FSA MONTHLY ADM FEES	125AI0458099	$38.00
199058	FSA MONTHLY ADM FEES	125AI0458099	$22.00
199058	FSA MONTHLY ADM FEES	125AI0458099	$17.00
199058	FSA MONTHLY ADM FEES	125AI0458099	$11.00
		Total for Check: 105909	**$202.00**
WAREHOUSE DIRECT INC			
198931	OFFICE SUPPLIES	3027269-0	$14.86
198932	JANITORIAL SUPPLIES	3025127-0	$420.63
198933	OFFICE SUPPLIES	3032328-0	$11.98
198934	TONER	3030119-0	$402.09
198935	JANITORIAL SUPPLIES	C3021943-0	$64.79-
199014	OFFICE SUPPLIES	3040756-0	$25.99
199015	OFFICE SUPPLIES	3040451-0	$211.27
199016	JANITORIAL SUPPLIES	3040495-0	$126.01
199017	OFFICE SUPPLIES	3031782-0	$138.47
199055	JANITORIAL SUPPLIES	3032435-0	$79.40
199055	JANITORIAL SUPPLIES	3032435-0	$468.94
199055	JANITORIAL SUPPLIES	3032435-0	$17.74
199056	OFFICE SUPPLIES	3040455-0	$35.43
199132	OFFICE SUPPLIES	3040764-0	$76.83
199240	TONER	3046964-0	$103.96
199241	PAPER SUPPLIES	3032610-0	$100.04
199242	JANITORIAL SUPPLIES	3035526-0	$301.14
		Total for Check: 105910	**$2,469.99**

WARRANT REGISTER: 1607 DATE: 05/03/16

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
WHITNEY SIGNATURE HOMES			
199037	ST MGMT BD 231 S STOUGH	22855	$3,000.00
		Total for Check: 105911	**$3,000.00**
WHITNEY SIGNATURE HOMES			
199038	CONT BD 231 S STOUGH	22877	$10,000.00
		Total for Check: 105912	**$10,000.00**
WHITNEY SIGNATURE HOMES			
199051	HYDRANT METER REFUND	53926434	$1,472.48
		Total for Check: 105913	**$1,472.48**
WOOLFOLK, KRISTEN			
199052	KLM REFUND EN160405	22824	$250.00
		Total for Check: 105914	**$250.00**
WORKMAN BUILDERS			
199041	STORMWATER BD 125 W 2ND	22438	$11,180.00
		Total for Check: 105915	**$11,180.00**
XEROX BUSINESS SERVICES			
198996	FIREHOUSE SOFTWARE	1256316	$1,710.00
		Total for Check: 105916	**$1,710.00**
		REPORT TOTAL	**$497,481.12**

END OF REPORT

8b

May 3, 2016

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda - EPS	**ORIGINATING DEPARTMENT** Public Services & Engineering
ITEM Approval of an Ordinance to Dispose of Village-Owned Property	**APPROVED** George Peluso, Director of Public Services & Engineering

Public Services is requesting the approval of an ordinance to dispose of and declare as surplus Village owned property that is at the end of its useful life or for which the Village no longer has use. Exhibit A, attached to the Ordinance, contains four (4) types of surplus items: vehicles, tools, electronics, and other. Individual items are detailed in Exhibit A.

Vehicles: Two Public Services vehicles were replaced in 2015: Unit #12 (aerial lift) and Unit #11 (1-ton plow truck). These vehicles are beyond their useful life and should be sold at auction to ensure maximum salvage value. These vehicles will be publically auctioned though Obenauf Auction Services.

Electronics: Obsolete telephones will be recycled through Unitec Recycling. Two broken refrigerators will be recycled through the Public Services scrap dumpster. The Public Services copy machine was replaced in 2016 and will be auctioned through Obenauf.

Tools: The following tools are obsolete or broken: router table, concrete grinder, 2 line stripers, radial saw, drill press, band saw, table saw, planer, belt sander, generator, auger, power washer, air compressor. These tools will be auctioned through Obenauf.

Other: Pool deck chairs will be auctioned through Obenauf.

MOTION: **To recommend the approval of "An Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale."**

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

COMMITTEE ACTION:

BOARD ACTION: At the April 19, 2016 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda.

Section Six: This Ordinance shall be in force and effect from and after its passage, by a simple majority vote of the corporate authorities, and approval in the manner provided by law.

PASSED this _____day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

_____
Village President

ATTEST:

_____
Village Clerk

Village of Hinsdale
Ordinance No. _____

An Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale

WHEREAS, in the opinion of at least a simple majority of the corporate authorities of the Village of Hinsdale, it is no longer necessary or useful to or for the best interests of the Village of Hinsdale, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hinsdale to sell said property. Sale of the property will be as indicated on the surplus list attached as Exhibit A, through Obenauf Auction Service (www.obenaufauctions.com) in a public auction to be held on or after the week of Wednesday, April 20th, 2016.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE:

Section One: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village of Hinsdale find that the personal property listed on Exhibit A to this Ordinance and now owned by the Village of Hinsdale, is no longer necessary or useful to the Village of Hinsdale and the best interests of the Village of Hinsdale will be served by its sale or disposal.

Section Two: Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell or dispose the aforementioned personal property now owned by the Village of Hinsdale through Obenauf Auction Service (www.obenaufauctions.com) in a public auction to be held on or after the week of Wednesday, April 20th, 2016, to the highest bidder on said property.

Section Three: The Village Manager is hereby authorized and may direct Obenauf to advertise the sale of the aforementioned personal property in a newspaper published within the community before the date of said public auction.

Section Four: The Village Manager is hereby authorized and may direct Obenauf to facilitate an agreement for the sale of said personal property. Property determined to not have value may be disposed of as authorized by the Village Manager. Items sold by Obenauf will charge an administrative fee, which will come out of the proceeds from the sale of surplus vehicles and equipment.

Section Five: Upon payment of the full auction price, the Village Manager is hereby authorized and directed to convey and transfer title to the aforesaid personal property, to the successful bidder.

Exhibit A
Public Services Surplus
April 2016

To be Auctioned by Obenauf Auction Service (on or after April 20, 2016)						
Vehicle/Equipment #	**Quant**	**Type**	**Year**	**Model #**	**Serial/VIN #**	**Reason**
Unit #12	1	Bucket Truck	1998	International 4700	1HTSCAAL2WH501421	Vehicle was replaced in 2015
Unit #11	1	1-ton plow truck	2006	Ford F-350 XL Dump	1FDWF37Y16ED67454	Vehicle was replaced in 2015
Router table	1	Cutaletter				Not utilized since 2006
Copy Machine	1	Canon		PC920	TVB56211	Replaced in 2016
Concrete Grinder	1	Wisconsin Robin		WI-185	CS1454	Broken
Yellow Line Striper	1	Graco		Linelazor	GX120-118CM	Replaced in 2016
White Line Striper	1	Graco		Linelazor		Replaced 2013
Radial Saw	1	Craftsman		113-199250	4072-M0773	Not utilized
Drill Press	1	Orbit		OR-1412F	DP-4120357	Not utilized
Band saw	1	Jet		JBS-1412F	427-594	Not utilized
Table saw	1	Jet		CTAS-150	6350137	No guard, cannot be utilized
12" planer	1	Delta		22-540	59323	Missing parts
Belt sander (upright)	1	Jet		JSG-6		Not utilized
Homelight Generator	1	Generator			HH3360102	Obsolete
Briggs and Stratton	1	Auger		B+S	NOVIN	Obsolete
Power Washer	1	Corty Cleaning				Obsolete
Lawn Chairs	103					Pool chairs replaced in 2014
To be Recycled						
Telephones	15					Obsolete
Refrigerator	1	True Freezer				Broken
Refrigerator	1	Continental		Double Door Freezer		Broken

8c

May 3, 2016

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda - EPS	**ORIGINATING DEPARTMENT** Public Services & Engineering
ITEM Award Bid #1604 – Elm and Ash Treatments	**APPROVED** George Peluso, Director of Public Services & Engineering

In the proposed Fiscal Year 2016-2017 budget, $163,445 has been allocated for Elm and Ash Tree Preservation (2203-7320) to contract chemical treatments for the prevention of Dutch elm disease in American elm trees and Emerald Ash Borer infestation in ash trees. Staff developed bid specifications and required bidders to provide pricing that would remain constant for a two-year term. Should the contractor provide satisfactory services, staff will recommend for approval from the Board of Trustees to continue the second year of the contract, dependent on available funding.

On March 22nd, staff opened six sealed bids for chemical treatments of elm and ash trees. One type of treatment option was specified for American elms, and two treatment options were specified for the treatment of ash. As part of the bid specifications, the Village reserved the ability to award the contract in whole or in part, dependent upon the best interests of the municipality.

The bid pricing was lower than anticipated. If the Village Board awards the work to the recommended vendors, the total for the three services for FY 2016-17 will amount to $141,820, which is a $21,625 savings versus budget.

After reviewing the bid packets and speaking with the qualified low bidders, Public Services recommends to the Board of Trustees, upon approval of the FY 2016-17 budget, the award of bid #1604 as follows:

- For the service of Elm Tree Inoculations, to Trees R Us, Inc. in the comparison bid amount of $10.45 per diameter inch, not to exceed the bid amount of $127,630.
- For the service of Ash Tree Soil Injections, to TruGreen LP in the comparison bid amount of $1.15 per diameter inch, not to exceed the bid amount of $6,550.
- For the service of Ash Tree Trunk Injections, to TruGreen LP in the comparison bid amount of $8.82 per diameter inch, not to exceed the bid amount of $7,640.

MOTION: To award bid #1604 – Elm and Ash Treatments as follows: to Trees R Us, Inc. the elm inoculation in the bid comparison amount of $10.45 per inch not to exceed the bid amount of $127,630; to TruGreen LP the ash tree soil injection in the bid comparison amount of $1.15 per inch not to exceed the bid amount of $6,550; and to TruGreen LP the ash tree trunk injection in the bid comparison amount of $8.22 per inch not to exceed the bid amount of $7,640.

Approval	Approval	Approval	Approval	Manager's Approval

COMMITTEE ACTION:

BOARD ACTION: At the April 19, 2016 Board of Trustees meeting, the Board approved this item to be moved to the Consent Agenda.

BID NUMBER: 1604
PROJECT NAME: Elm and Ash Treatments
DATE: 22-Mar-16
BUDGET: $160,917

Item No.	Description	2015 Pricing Qty Est	Unit Price	Extended Total
1	Elm Tree Fungicide	12213	$ 10.49	$ 128,114.37
	Trees Injected/week			100
2	Ash Tree Soil Injection	5696	$ 1.50	$ 8,544.00
3	Ash Tree Trunk Injection	866	$ 6.99	$ 6,053.34

Trees R Us
PO Box 6014
Wauconda IL 60084
5% bond

Item No.	Description	Unit Price	Extended Total
1	Elm Tree Fungicide	$ 10.45	$ 127,625.85
	Trees Injected/week		100
2	Ash Tree Soil Injection	$ 1.25	$ 7,120.00
3	Ash Tree Trunk Injection	$ 13.50	$ 11,691.00

TruGreen LP
7650 W 99th St.
Hickory Hills, IL 60457
10% bond

Item No.	Description	Unit Price	Extended Total
1	Elm Tree Fungicide	No Bid	
	Trees Injected/week		
2	Ash Tree Soil Injection	$ 1.15	$ 6,550.40
3	Ash Tree Trunk Injection	$ 8.82	$ 7,638.12

Balanced Environments, Inc
17950 W Route 173
Old Mill Creek, IL 60083
5% bond

Item No.	Description	Unit Price	Extended Total
1	Elm Tree Fungicide	$ 12.30	$ 150,219.90
	Trees Injected/week		50
2	Ash Tree Soil Injection	No Bid	
3	Ash Tree Trunk Injection	No Bid	

Groundskeeper Landscape Care LLC
PO Box 526
Orland Park, IL 60467
5% bond

Item No.	Description	Unit Price	Extended Total
1	Elm Tree Fungicide	$ 12.68	$ 154,860.84
	Trees Injected/week		70
2	Ash Tree Soil Injection	$ 1.91	$ 10,879.36
3	Ash Tree Trunk Injection	$ 11.83	$ 10,244.78

Nels Johnson Tree Experts, Inc.
912 Pitner Ave.
Evanston, IL 60202
5% bond

Item No.	Description	Unit Price	Extended Total
1	Elm Tree Fungicide	$ 13.50	$ 164,875.50
	Trees Injected/week		50
2	Ash Tree Soil Injection	$ 2.25	$ 12,816.00
3	Ash Tree Trunk Injection	$ 8.95	$ 7,750.70

Winkler's Tree Service*
PO Box 1154
LaGrange Park, IL 60526
bond

Item No.	Description	Unit Price	Extended Total
1	Elm Tree Fungicide	No Bid	
	Trees Injected/week		
2	Ash Tree Soil Injection	No Bid	
3	Ash Tree Trunk Injection	No Bid	

*Submission stated that Winkler does not have availability to perform the work; however, they still wanted to be included in the bidding process.

8d

DATE: May 3, 2016

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda - EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM 2016-17 Engineering Services for Private Development Plan Review	**APPROVAL** Dan Deeter, PE Village Engineer

The Village's proposed FY2016 - 17 budget includes $55,000 to provide funding for engineering reviews of private residential and commercial plans. The Village utilizes a third party to perform this work. Expenses incurred are recouped from a portion of the permit fee application. Since this expense is "passed through" to the applicant, there is no net expense to the Village.

The work being provided is considered a professional service and, as such, does not fall under State bidding requirements. For a number of years, the Village has utilized James J. Benes & Associates, specifically Mr. Dan Schoenberg, P.E., for this service. Mr. Schoenberg brings considerable expertise, as he previously served as the Hinsdale Village Engineer. As such, he has significant experience with the Village's ordinances, engineering standards, infrastructure, and drainage issues.

While the number of reviews varies from year to year, staff estimates that the FY 2016 - 17 reviews will total $55,000. (This amount fluctuates, as it is related to permit volume.) As background, prior to FY 2015-16, this engineering item was included in the Community Development Department's budget; however, it is now included in the Public Services & Engineering budget as line item 2205-7313.

Due to the experience and technical expertise of James J. Benes & Associates, along with its past satisfactory performance, staff recommends Benes to conduct the engineering reviews of private residential and commercial plans. The contract currently recommended for Village Board approval has an expiration date of 04/30/17. In 2017, a request for proposal will be issued to solicit proposals from qualified engineering consultants. This future contract will be included in the Village's blanket purchase order process for ease of administration.

Motion: To Award the Engineering Services for Private Development Plan Review to James J. Benes & Associates for FY 2016-17 in an Amount Not To Exceed $55,000

STAFF APPROVALS

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

COMMITTEE ACTION:

BOARD ACTION: At the April 19, 2016 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda.

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

PROFESSIONAL SERVICES AGREEMENT
CIVIL ENGINEERING SERVICES
FOR FY2016-17 PLAN REVIEW

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND JAMES J. BENES AND ASSOCIATES, INC.

This Professional Services Agreement is entered into this __th day of _____, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and JAMES J. BENES AND ASSOCIATES, INC. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for PLAN REVIEW (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal for the fiscal year FY2016-17 to provide said services for the Project;

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

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

SECTION 1. DEFINITIONS.

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

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

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

C. The "Engineer" shall mean JAMES J. BENES AND ASSOCIATES, INC., its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.

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

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

F. The term "May" is permissive; except the phrase "no person may" shall mean that no

person is required, authorized, or permitted to do the act prohibited.

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

H. The term "Shall" is imperative.

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

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

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

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

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

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

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

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

any contractor or any subcontractor on the Project.

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

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

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

G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than April 30, 2017.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

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

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

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to plan review and related services for the Project. Exhibit "A" is incorporated herein by reference except for the General Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement.

B. Engineer shall have the sole and ultimate responsibility for designing and drafting

documents that meet the Village's performance expectations and satisfy all applicable laws, regulations and requirements of any federal, state, local or other regulatory authority.

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

A. Contract Amount.
Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed $55,000.

B. Hourly Rates and Costs.
Compensation for the services set forth in the Scope of Work shall be computed on the basis of the schedule of services set forth in Exhibit "A." The Contract Amount includes Engineer's direct costs.

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

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

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

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

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

C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or latest version; and all CAD related information shall be compatible with "AutoCAD 2008"

by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

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

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.
During the term of the Project, Engineer shall procure and maintain insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the services hereunder by Engineer. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

1. Comprehensive General Liability, with the Village as an additional insured, $1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than $2,000,000.

2. Business Auto Liability, $1,000,000 combined single limit for bodily injury and property damage;

3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');

4. Umbrella Coverage- $2,000,000 per occurrence; and,

5. Professional Liability – $1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed $50,000 without prior written approval.

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

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates

shall list the Village and its corporate authorities, officers, agents and employees as an additional insured on all required insurance policies except the policy for professional liability.

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

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

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

SECTION 8. CHANGES IN WORK.

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

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

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

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

that subcontractors comply with the terms stated in this Agreement.

SECTION 10. INDEMNIFICATION.

A. Engineer shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from the: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf: In connection with any such liabilities, the Village, their officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice and Engineer shall be solely liable for all costs, fees and expenses of such defense. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

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

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

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

SECTION 11. COMPLIANCE WITH LAWS.

A. Engineer agrees and certifies that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body, now in effect or which may be in effect during this Project. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.

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

1. Sexual Harassment Policy. Engineer certifies that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et.seq.*

2. Tax Payments. Engineer certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

4. Public Works Employment Discrimination Act. The Engineer certifies that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.)* which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.

5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer certifies that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

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

1) That it will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

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

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

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

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

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

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

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

10/2. Deemed incorporated in contract

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

10/3. Includes independent contractors, etc.

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

10/4. Deduction from compensation

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

10/5. Recovery by injured person

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

10/6. Violations; punishment

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

or participators, of a Class 8 misdemeanor.

10/7. To be inscribed in contract

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

10/8. Partial invalidity; construction

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

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

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

B. Termination of Agreement

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

2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.

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

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

c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or

refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, they may declare the Engineer to be in default and terminate the Agreement.

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

SECTION 13. NOTICES.

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

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

If to Engineer:
Village Engineer
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521

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

SECTION 14. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

Accepted this 28 day of MARCH, 2016

Engineering Consultant

By: _____

Jeffery C. Ziegler, Vice President
(Printed Name and Title)

Accepted this ___ day of _____, 2016

The Village of Hinsdale, Illinois

By: _____
Kathleen Gargano, Village Manager

Exhibit A
JAMES J. BENES AND ASSOCIATES, INC. CIVIL ENGINEERING SERVICES

JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

PROPOSAL to provide CIVIL ENGINEERING SERVICES to the VILLAGE OF HINSDALE, ILLINOIS

This is a proposal from James J. Benes and Associates, Inc. (Engineer) to provide Civil Engineering Review Services to the Village of Hinsdale (Client) to review both residential and commercial development grading and improvement plans, storm water drainage plans and calculations, specifications and estimates for conformance with the DuPage County Countywide Stormwater & Flood Plain Ordinance and the applicable requirements of the Village of Hinsdale Village Code.

PROJECT UNDERSTANDING

The purpose of plan reviews is to analyze existing and proposed grading, public improvements and other improvements associated with development or modification of property. The following is a detailed scope of services and cost for performing the work. All work will be performed in accordance with generally accepted engineering practices.

SCOPE OF BASIC SERVICES

Single Family Residential

1. Site Visit: A site visit will be performed on each plan submittal to assess existing conditions and confirm the submitted engineering plan represents or depicts reasonably accurate information.
2. Initial Plan Review: Review of engineering plans prepared by consultants or others for compliance with the current as amended or revised DuPage County Countywide Stormwater & Flood Plain Ordinance, the applicable requirements of the Village of Hinsdale Village Code and good engineering practices.
3. Documentation: A memorandum will be prepared that summarizes work that needs clarification, missing information, inaccurate information or request additional information as required by ordinance or good engineering practices. The memorandum shall explicitly advise the client of compliance or non-compliance with the applicable ordinance or code.
4. Second Plan Review: A second plan review will be performed on revised plans and documents as provided by the Village. Additional documentation in the form of a memorandum shall explicitly advise the client of compliance or non-compliance with the applicable ordinance or code.
5. Additional Plan Reviews: Should the applicant require additional plan review, we will process in conformance with item 4 above, except that an additional fee shall be incurred by the applicant.

It is assumed that no meetings will be required.

Commercial / Non Residential Development or Subdivision

6. Site Visit: A site visit will be performed on each plan submittal to assess existing conditions and confirm the submitted engineering plan represents or depicts reasonably accurate information.
7. Initial and all Subsequent Plan Review: Review of engineering plans prepared by consultants or others for compliance with the current as amended or revised DuPage County Countywide Stormwater & Flood Plain Ordinance, the applicable requirements of the Village of Hinsdale Village Code and good engineering practices.

950 Warrenville Road, Suite 101
Lisle, Illinois 60532

Tel. (630) 719-7570
Fax (630) 719-7589

Documentation: A memorandum will be prepared that summarizes work that needs clarification, missing information, inaccurate information or request additional information as required by ordinance or good engineering practices. The memorandum shall explicitly advise the client of compliance or non-compliance with the applicable ordinance or code.

Due to the inherent complexities and scope of Commercial / Non Residential Development or Subdivision reviews, these will be invoiced on a time and material basis for per review.

If meetings are required they will be invoiced on a time and material basis.

CONTRACT CONDITIONS

A. Civil Engineering Services: The Engineer's services shall consist of those tasks described in the Scope of Basic Services.

B. Changes: This Agreement may only be changed by written amendment (appendix) which specifies the terms being revised and which has been signed by both parties hereto.

C. Termination: Client may terminate this Agreement at any time upon thirty (30) days written notice for whatsoever reason, provided Client shall pay the Engineer a reasonable fee for work satisfactorily performed prior to the effective date of termination. In no case, however, shall the total amount paid to Engineer on a per review or time and material basis exceed the amount set out below or an amended amount established in accordance with article B Changes above.

D. Indemnification: The CONSULTANT shall indemnify and hold harmless the VILLAGE from loss or expense, including reasonable attorneys' fees for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of the CONSULTANT.

The VILLAGE shall indemnify and hold harmless the CONSULTANT, up to the same amount that CONSULTANT undertakes to indemnify the VILLAGE under this Agreement, from loss or expense, including reasonable attorneys' fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of the VILLAGE.

In the event of joint or concurrent negligence of the CONSULTANT and the VILLAGE, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

The CONSULTANT shall not be liable for special, incidental or consequential damages, including, but not limited to, loss of profits, revenue, use of capital, claims of customers, cost of purchased or replaced power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

E. Standard of Care: Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

F. Legal: This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois.

COST OF SERVICES

Invoices will be prepared at the end of each month for the services performed through the 25th of that month.

Single Family Residential

The Single Family Residential Plan Review fixed fee for the services described in Sections 1 through 4 of the Scope of Basic Services shall be based on a flat fee to be agreed upon in writing and subject to adjustment from time to time as agreed upon by both parties. The Per Review fixed fee for the services described in Section 5 of the Scope of Services shall be based on 25% of the base fee.

Escalation of Fixed Fee: The consultant and client agree that reasonable periodic fee escalation will be necessary. Fixed Fee adjustment shall be permitted annually starting January 1 and are subject to prior authorization by the Village.

Commercial / Non Residential Development or Subdivision

The Commercial / Non Residential Development or Subdivision review fees described in Section shall be on a time and material basis.

ACCEPTANCE:

If this proposal is acceptable, please sign and return one copy for our records.

JAMES J. BENES AND ASSOCIATES, INC.

by: Jeffery C. Ziegler
Vice President

Accepted for: The Village of Hinsdale

by: _____ Date: _____

APPENDIX A
(Fixed Fees)

Calendar Year: 2016

Single Family Residential (2 reviews) $800

Single Family Residential additional reviews (per occurrence) $200

DATE: May 3, 2016 9a

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Second Reading-ACA	**ORIGINATING DEPARTMENT** Administration
ITEM Approval of a Resolution Approving and Authorizing Execution of a Lease for the Use of Space at 5903 S. County Line Road Between the Village of Hinsdale and Children's Montessori Language Academy, Inc.	**APPROVAL** Darrell Langlois Assistant Village Manager/ Finance Director

Attached is a background memorandum, resolution, and lease that relates to the occupancy of Children's Montessori Language Academy, Inc. for the building that formerly housed the Hinsdale Center for the Performing Arts at KLM Park. The first reading of this item was held on January 5, 2016. Rosalinda Turner from Children's Montessori Language Academy is expected to attend the Village Board meeting on May 3, 2016, to answer any questions.

As noted in the attached memorandum, we are still negotiating one lease term and the review of the final revisions by the Academy's attorney is still pending. Should there be any changes to lease, these will be communicated with the Village Board in advance of the meeting.

If the Village Board concurs with this recommendation the following motion would be in order:

MOTION: To Approve a Resolution Approving and Authorizing Execution of a Lease for the Use of Space at 5903 S. County Line Road Between the Village of Hinsdale and Children's Montessori Language Academy, Inc.

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

COMMITTEE ACTION:

BOARD ACTION:

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A LEASE FOR THE USE OF SPACE AT 5903 S. COUNTY LINE ROAD BETWEEN THE VILLAGE OF HINSDALE AND CHILDREN'S MONTESSORI LANGUAGE ACADEMY, INC.

WHEREAS, the Village of Hinsdale (the "Village") is the record owner of certain property, commonly known as 5903 S. County Line Road (hereinafter referred to as the "Subject Property"), located in Katherine Legge Memorial Park within the boundaries of the Village of Hinsdale, DuPage and Cook Counties, Illinois; and

WHEREAS, the Children's Montessori Language Academy, Inc. desires to use the two-story structure known as the former Arts Center Building on the Subject Property for Montessori school purposes; and

WHEREAS, the Corporate Authorities of the Village desire to allow the Children's Montessori Language Academy, Inc. to use the two-story structure on the Subject Property for such purposes on the terms set forth in the lease attached hereto as **Exhibit "A"** and made a part hereof (the "Lease"), and find that it is in the best interest of the Village and the public health, safety and welfare to enter into said Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS:

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above is incorporated into Section 1 of this Resolution.

SECTION 2: The Lease of the two-story structure on the Subject Property at 5903 S. County Line Road to the Children's Montessori Language Academy, Inc. for Montessori school purposes, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, is approved, and the Village President and Village Clerk of the Village of Hinsdale, or their designees, are authorized and directed to execute and deliver said Lease and such other instruments, as may be necessary or convenient to fulfill the Village's obligations under the Lease.

SECTION 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

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.

_____
Village President

ATTEST:

_____
Village Clerk

ECO HANDYMAN BUILDERS LLC.
5257 W. Montrose Ave. CHICAGO, IL.60641
PH (773)307-1211 ecobuilders2@gmail.com

Proposal
03-07-16

Submitted To:
Children's Montessori Language Academy
415 W. 8th Street
Hinsdale IL. 60521
Att: Rosalinda Turner

Job Site:
5903 S County line Rd.
Hinsdale IL.

SCOPE OF WORK: School Remodel

1. DEMOLITION
   a. Demo all partition walls on 1st and 2nd floor per plan.
   b. Remove all kitchen cabinets and appliance on 1st floor, safe and reused.
   c. Remove Drop ceiling on 1st floor save and reused.
   d. Patch Drywall as needed to cover openings from demo work
   Labor & Materials.....$ 7,000.00
   Note: Eco H. Builders will supply dumpsters.

2. FRAMING
   a. Frame as plan follows on 1st and 2nd floor area with metal studs, New Bathrooms, food serving areas and storage are.
   b. Frame new fire wall to enclose staircase on 1st floor.
   Labor & Materials.....$ 7,600.00
   Note: Following all City of Hinsdale codes and inspections

3. PLUMBING
   a. Rough plumbing as plan fallows for new, bathrooms, adding a sink for Existing bathrooms, install water line, plumbing for dish washer, and sink on new food serving are, install new sink for north west room, Install new sink for south west room.
   b. Install all fixtures, and all trims.
   Eco H. Builders will supply all fixtures.
   Water fountains are not included

   Labor & Materials .....$ 39,650.00
   Note: Following all City of Hinsdale codes and inspections

4. HVAC:
   Option #1:

   a. Install 2 new furnace with 2 5-ton condenser units for 1st floor with new duct work.
   b. Install all proper fresh air intakes.
   c. Frame and drywall any expose duck work as needed.
   d. All furnace to be 95% plus.
      Labor & Materials.....$ 29,500.00
      Note: Following all City of Hinsdale codes and inspections

   Option #2:

   e. Install 2 new furnace with 2 5-ton condenser units for 2nd floor with new duct work.
   f. Install all proper fresh air intakes.
   g. All duck work will be insulate and ran on the attic.
      All furnace to be 95% plus
      Labor & Materials.....$ 16,000.00
      Note: Following all City of Hinsdale codes and inspections

5. Electrical
   a. Provide and supply new electrical as plan fallows on new Rooms and bathrooms connecting to existing electrical panel.
   b. Provide new emergency lighting as plan fallows.
   c. Install new motion sensors in bathrooms.
      Provide new electrical for new appliances.
      Labor & Materials.....$ 9,600.00
      Note: Following all City of Hinsdale codes and inspections

6. DRYWALL & INSULATION
   a. Insulate all expose walls as needed
   b. Drywall all new partition walls and all outside walls
   c. Drywall all ceilings in open area and bathrooms
   d. Tape, plaster, and prime (Leave ready for paint)
   e. Drywall all new framing in 1st floor and 2nd as plan follows
   f. Tape, plaster, and prime (Leave ready for paint)
      Labor & Materials.....$ 7,600.00
      Note: Following all City of Hinsdale codes and inspections

7. TILE
   a. Installation of ceramic floor tile throughout 1st floor area approx.. 2,000sqf
      2 new bathrooms, and food serving area.
      Labor & Materials.....$ 16,250.00
      Note: Owner will have $2 per sqf allowance

8. FINISH CARPENTRY
    a. Installation of new "B" rated door for 1st floor staircase area
    b. Install new "B" rated front doors
    c. Install new "B" rated door for mechanical room
    d. Installation of new solid core doors in storage and bathrooms (supplied by Eco H Builders)
    e. Installation of new 4 ¼" finger joint primed trim in assembly area
    f. Installation of new 4 ¼" finger joint primed trim in basement areas
    g. Installation of kitchen cabinets
    Labor & Materials.....$ 9,600.00
    Note: "B" rated doors and hardware supplied by Eco H, Builders
    Cabinets supplied by owner
    All trim supplied by Eco H Builders

9. PAINTING
    a. Paint walls throughout 1st floor areas
    b. Paint walls throughout 2nd floor areas
    c. Paint all ceilings throughout
    Labor & Materials only.....$ 12,500.00
    Note: Using Sherwin Williams low VOC paint
    Eco H Builders will supply paint

Total Invoice.....$ 155,300.00
Down Payment to sign.....$ 5,000.00
Payment to start.....$ 30,000.00

Exclusions: all work not specified in this contract will be charge as EXTRAS with home owner(s) written agreement.

All materials are guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for the above work and to be completed in a substantial workmanlike manner.

All labor work guaranteed for (1) year from date of completion, materials / and or appliances guaranteed per manufacturer.

Customer
Signature_____Date: _____

Eco Handyman Builders *Juan Contreras* *02/07/16*
Signature_____Date:_____

Village Hall
19 East Chicago Avenue
Hinsdale, Illinois 60521-3431
630-789-7000

VILLAGE OF Hinsdale
Est. 1873
villageofhinsdale.org

Fire & Police Departments
121 Symonds Drive
Hinsdale, Illinois 60521-3744
Fire 630-789-7060
Police 630-789-7070

DATE: April 29, 2016

TO: Village President and Board of Trustees

FROM: Darrell J. Langlois, Finance Director/Assistant Village Manager

RE: Lease of Arts Center Building at KLM Park

At the Village Board meeting on January 5, 2016, the Village Board held the first reading regarding the possible leasing of the former Arts Center Building to Children's Montessori Language Academy, Inc. ("Academy") to be used as a Montessori pre-school. As a result of this meeting, the Board was comfortable with the proposed use and authorized staff to negotiate a lease with the Academy. The purpose of this memorandum is to bring the Village Board up to date as to there have been significant changes that have occurred since the last time this issue was formally discussed in January.

To briefly summarize, at the January meeting we were in conceptual agreement with the following items:

- The lease term would be for five years with two, five year options
- Rent was set at $36,000 for the first four years,$42,000 in year five, and a 3% annual escalator for each year of the option period
- The tenant was to make approximately $40,000 of interior improvements, both cosmetic changes and moving some walls
- The Village was going to install a fire suppression system and repair/replace the windows on the second floor. The estimated cost of this work was $90,000
- The tenant will pay all utilities (currently about $8,000 per year) as well as real estate taxes as they will likely start to be assessed on this building due to a "for profit" preschool not being a tax exempt use

Both parties have worked extensively on coming up with building plans and a lease since that time. The following summarizes some of the significant issues that have come up for both parties.

Village Issues

In looking at possible designs for fire suppression system, we discovered that the water main will need to be improved in order to serve the fire suppression system. We have also recently learned that there are water pressure issues with the water mains in the park as the main is a

"dead end" water main. This will require modifications to the actual fire suppression system to provide for sufficient water flow. We will also need to complete approximately $10,000 of exterior concrete repairs. We were aware of many of these issues at budget time and had increased the budget amount for the Arts Center improvements to $125,000. Based on what we know today, it is possible that the cost of the fire suppression system, windows, and concrete repairs could be as much as $150,000. At the present time we are testing a repair of one of the windows to determine whether we can sufficiently repair the windows instead of replacing them. If we are able to repair the windows instead of replacing them, this will reduce the cost of the improvements by about $20,000 and we will be close to the budget amount.

Tenant Issues

After receiving the positive feedback from the Village Board last January, the Academy started actually designing their improvements. Due to DCFS issues and building code issues, there are numerous additional costs that they will face in order to occupy the building, most involving interior plumbing, bathroom improvements, and having to provide an enclosed interior exit route. Due to the extensive interior improvements they will have to make, they have also requested that the HVAC system be replaced at this time to include central air conditioning (there are only very old window units currently in use). The cost of the tenant improvements, including a new HVAC system, is currently estimated at $155,000. A listing of the proposed improvements is attached.

New Rent Negotiation

The Academy asked the Village for rent concessions to offset most of the cost increase of the tenant improvements. After several rounds of negotiations, the following are the proposed rent amounts for the Village Board to consider in the lease:

	Initial	**Revised**	**Difference**
Year 1	36,000	-0-	36,000
Year 2	36,000	-0-	36,000
Year 3	36,000	30,000	36,000
Year 4	36,000	30,000	6,000
Year 5	42,000	36,000	6,000
Year 6	43,260	40,800	2,460
Year 7	44,556	43,200	1,356
Total	**273,816**	**180,000**	**93,816**

Admittedly a possible rent concession of $93,816 is significant. This should be compared to the listing of $155,000 in improvements being made by the tenant, many of which will benefit the Village well beyond the lease term (particularly the HVAC, plumbing and bathroom improvements, and tile installation).

Lease term

The proposed lease will be for a seven year term with one seven year option. There will be no personal rent guarantee for the initial lease term, the owner will personally guarantee $45,000 year of rent if they elect the option period. This is similar to the lease with Casa Margarita whereby it is likely that the tenant improvements they are undertaking will likely keep them here for the initial rent term.

Ongoing Discussions

On Thursday, Village staff met with the Academy owners to discuss the possibility of them taking over responsibility for the installation of the fire suppression system in exchange for additional rent credits of $60,000 (reflects the amount estimated for the fire suppression that the Village agreed to install last January). The purpose of this request was to allow better project coordination of the work considering the very short time schedule, streamline the vendor bidding and selection process, and potentially to have a favorable impact on cost. Should we agree to change this responsibility, the lease will be revised in advance of the Village Board meeting to reflect the change in terms

LEASE

LEASE OF SPACE AT 5903 SOUTH COUNTY LINE ROAD BETWEEN THE CHILDREN'S MONTESSORI LANGUAGE ACADEMY, INC., AND THE VILLAGE OF HINSDALE, ILLINOIS

DATE OF LEASE:	May _____, 2016
TERM OF LEASE:	August 1, 2016 to July 31, 2023 at 11:59 p.m.
RENT:	See Section 2 below.

LOCATION OF PREMISES: The Premises consists of, generally, the interior of an existing two-story building (the "Building") commonly known as at 5903 South County Line Road, Hinsdale, Illinois 60521 (the "Premises"), at the location as depicted in **EXHIBIT "1"** attached hereto and made a part hereof.

USE & PURPOSES: Operation of a Montessori School ("Permitted Purpose"). Use of other Park facilities shall be as set forth below and otherwise determined by Lessor.

LESSEE		**LESSOR**	
Name:	Children's Montessori Language Academy, Inc., an Illinois corporation	Name:	Village of Hinsdale, Illinois, an Illinois municipal corporation
Address:	415 W. 8th Street Hinsdale, IL 60521	Address:	19 E. Chicago Avenue Hinsdale, IL 60521
Contact:	Ms. Rosalinda Turner President	Contact:	Ms. Kathleen Gargano Village Manager

In consideration of the mutual covenants and agreements herein stated, Lessor leases to Lessee and Lessee accepts and leases from Lessor solely for the above Permitted Purpose the Premises designated above, together with the appurtenances thereto, for the Term set forth in Section 2 below. Lessee shall also have the non-exclusive right to use portions of Katherine Legge Memorial Park ("Park"), as allowed from time to time by Lessor, and the non-exclusive right to use such portions of the KLM Lodge, as determined and allowed by Lessor from time to time.

1. **INITIAL TERM, EXTENSION TERM, TERMINATION:** The Term of this Lease is for seven (7) years between the dates as specified above (the "Initial Term"), unless sooner terminated by either party as hereinafter described. Lessee has the right to extend the term of this Lease for an additional seven (7) year period (the "Extended Term") upon the terms, covenants and conditions contained in this Lease. To exercise its option to extend the Lease, Lessee must provide written notice of its intent to extend the term at least one-hundred and eighty (180) days prior to the end of the Initial Term ("Extension Right"). In order to invoke the Extension Right, Lessee must not then be in default, and must not have been in default more than three (3) times during the Initial Term. The Lessor has the right to terminate this Lease at any time following the first three (3) years of the Initial Term provided that Lessor satisfies the following terms:

   i. Lessor provides to Lessee prior written notification of the exercise of the right which shall be given not less than 365 days prior to the identified termination date;

ii. Lessor pays to Lessee the unamortized Remaining Buildout Cost; and
iii. Lessor pays to Lessee a termination fee of $15,000.00.

The payments required to be made by Lessor to Lessee in accordance with the terms of the immediately preceding sentence shall be made by Lessor to Lessee within seven (7) days of the date of the notification from Lessor to Lessee ("Termination Right"). Lessor shall have the right to exercise the Termination Right regardless of whether Lessee is in default. Under no circumstance, however, shall Lessor have the right to exercise the Termination Right in the event Lessor is in default in the satisfaction of its duties and obligations as set forth in this Lease at the time Lessor attempts to exercise the Termination Right. In the event Lessor exercises the Termination Right, Lessor shall not be liable to Lessee for any damages or costs associated with the Lessee's winding up of its businesses or relocation from the Premises. The Initial Term ends at 11:59 p.m. on July 31, 2023, and Lessee shall deliver possession of the Premises at said time or on such earlier date if the Lease is terminated. (The term "Term" shall mean the Initial Term and the Extended Term, if Lessee exercises the Extension Right.) (The term "Remaining Buildout Cost" shall mean the Buildout Cost minus $74,000.00.)

Unamortized Remaining Building Cost: The unamortized Remaining Buildout Cost shall mean the Remaining Buildout Cost allocated to that portion of the Initial Term commencing with the effective date of the early termination and continuing through and including July 31, 2023. Solely for purposes of illustrating the terms of the immediately preceding sentence, where:

i. the Buildout Cost = $145,000.00; and
ii. the effective date of the early date of termination is the last day of the sixth year, then

the result of $71,000.00 is divided by 5, resulting in an unamortized Remaining Buildout Cost of $17,750.00.

2. RENT: Lessee shall pay Lessor or Lessor's agent as rent for the use and occupancy of the Premises, and for the right (as hereinafter described) to use other portions of the Park and KLM Lodge, a fixed fee ("Rent") during the term of this Lease, without notice or demand, and without deduction or set-off of any kind other than as provided herein, as follows:

A. Rent During Initial Term:

Commencing August 1, 2016 through July 31, 2018 (the end of Year 2 of the Lease):	$ 0/month
Years 3 & 4 of the Lease:	$2,500/month
Year 5 of the Lease:	$3,000/month
Year 6 of the Lease:	$3,400/month
Year 7 of the Lease:	$3,600/month

B. Rent During Extension Term: Should Lessee exercise its option for the Extension Term, the Rent during the Extension Term shall increase each year by 3% as follows:

Year 1 of the Extension Term (August, 2023 through July, 2024):	$3,708/month
Year 2 of the Extension Term (August, 2024 through July, 2025):	$3,819/month
Year 3 of the Extension Term (August, 2025 through July, 2026):	$3,934/month
Year 4 of the Extension Term (August, 2026 through July, 2027):	$4,052/month
Year 5 of the Extension Term (August, 2027 through July, 2028):	$4,174/month
Year 6 of the Extension Term (August, 2028 through July, 2029):	$4,299/month
Year 7 of the Extension Term (August, 2029 through July, 2030:	$4,428/month

C. Payment: All Rent shall be payable to the "Village of Hinsdale," and shall be delivered to the Village Manager at Lessor's address stated above or such other address as Lessor may designate in writing.

Lessee agrees to pay monthly rent in advance to Lessor on or before the first day of each and every month.

D. **Security Deposit:** At the time the Lessor issues a building permit for the construction of Tenant Improvements, Lessee agrees to deposit with Lessor the sum of **Three Thousand Dollars ($3,000.00)** to be held as a security deposit ("Security Deposit") to secure the faithful performance of the terms, covenants and conditions of this Lease. If Lessee defaults with respect to any provision of this Lease, including, but not limited to, the payment of Rent, Lessor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, or for the payment of any amount which Lessor may spend or become obligated to spend by reason of Lessee's default, or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said Security Deposit is so used or applied, Lessee shall, within five (5) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the Security Deposit to its original amount and Lessee's failure to do so shall be a default under this Lease. On termination of this Lease and full payment of all amounts due and performance of all of Lessee's covenants and agreements, the Security Deposit shall be returned to Lessee. The Lessor shall not be required to keep the Security Deposit separate from its general funds, shall be entitled to retain any interest earned on the Security Deposit and is not obligated to pay such accrued interest to the Lessee. The Lessee agrees that no portion of the Security Deposit shall be used by Lessee to pay any portion of the Rent.

E. **Interest On Late Payments:** Each and every installment of Rent and additional amounts herein specified which shall not be paid **WITHIN 10 DAYS OF ITS DUE DATE** shall bear interest at the rate of eight percent (8%) per annum from the date when the same is payable under the terms of this Lease until the same shall be paid.

F. **Guaranty:** The ability of Lessee to exercise the option for the Extension Term is subject to execution by Rosalinda Turner of a personal guaranty (the "Guaranty"), in substantially the form attached hereto as **EXHIBIT "2"** and made a part hereof, at the time of Lessee's exercise of the Extended Term option.

G. **Reduced Rent is Acknowledgment of Improvements:** The reduced Rent provided during Years 1 through 4 of the Lease are an acknowledgment of the fact that Lessee has proposed to make improvements to the Premises as part of its buildout, including but not limited to demolition work, framing, plumbing improvements, heating and air conditioning installation, carpentry and painting, all as set forth in the Proposal dated 3-7-16 from Eco Handyman Builders, LLC, and provided by Lessee to the Lessor ("Lessee Improvements"). Lessee shall provide documentation of the cost ("Buildout Cost") and completion of the specified improvements at the time of completion of the buildout.

H. **Reduced Buildout Cost:** Lessee anticipates that the Buildout Cost will be $155,000.00 or more. In the event, however, the Buildout Cost is less than $155,000.00, then for each dollar which constitutes the difference between the Buildout Cost and $155,000.00, Lessee shall pay to Lessor 60 cents in the form of additional Rent and which additional Rent shall be paid in equal installments during Year 2 of the Initial Term. Solely for purposes of illustrating the terms of the immediately preceding sentence, in the event the Buildout Cost is $145,000.00, Lessee shall pay to Lessor $6,000.00 which shall be paid as Rent in equal installments of $500.00 per month during Year 2. In the event the Buildout Cost may exceed $155,000.00, Lessee shall be entitled to no additional Rent concessions or other consideration.

I. **Delay in Landlord's Work:** In the event Landlord's Work is not completed by 11:59 p.m. on August 15, 2016, for each day thereof or portion thereof during which Landlord's Work is not completed, Lessee shall be entitled to a rent credit in the amount of $120.00. Said rent credit may be used by Lessee at any time during Year 3.

3. **PAYMENT OF REAL ESTATE TAXES:** The underlying property, building and other portions of the Park are owned by the Village and shall continue to remain exempt from real estate taxes. In the event a real estate tax may be

assessed against the leasehold estate created by the terms of this Lease, Lessee acknowledges that all real estate property taxes assessed against said estate during and throughout the Term hereof, if any, shall be the responsibility of Lessee. Lessee acknowledges and understands that property taxes are paid in arrears, meaning they are due and payable in any particular year for the prior calendar year. The Lessee's obligation to pay real estate taxes for any period of occupancy of the Premises shall survive the termination of the Lease. The obligation for payment of real estate property taxes is in addition to the Rent above specified. Should a leasehold PIN be established, tax bills shall be directed to the Lessee. The real estate taxes on the leasehold estate shall be the actual taxes included in the tax statement on the leasehold estate created hereby. Lessee shall provide Lessor with proof of payment of each real estate property tax installment within ten (10) business days of the date payment is made. Failure to pay any real estate property taxes assessed against the Lessee's interest in a timely manner shall be considered a default and shall be grounds for termination of this Lease.

Lessee may, at its option and after having paid when due the real estate property taxes as provided in this Section, contest the taxes for the Premises with the applicable taxing body. Lessor shall execute such reasonable documents as requested by Lessee in any tax proceeding. However, in no case shall Lessor be forced to incur any costs or Rents with regard to its review or execution of documents. Any costs or fee Lessor may be asked, and chooses to incur (including reasonable attorneys' fees), shall be additional rent and reimbursed by Lessee within fifteen (15) days after Lessor's written request of reimbursement. Lessee shall provide to Lessor a copy of all correspondence to and from the applicable taxing body within fifteen (15) days of receipt, including, without limitation, the reduced assessment amount.

4. PAYMENT OF ALL OTHER TAXES: Lessee shall be responsible for and shall pay before delinquent all federal, state, county and municipal taxes, if any, coming due during or after the Term of this Lease against the leasehold estate or against personal property of any kind owned or placed in, upon or about the Premises by Lessee.

5. UTILITY SERVICES: Lessee shall be responsible for obtaining any utility services for the Premises that it desires, including but not limited to gas, refuse removal, water and sanitary sewer services, telephone service, cable service and electricity. Lessee shall be responsible for payment of all gas, waste removal, water and sanitary sewer service, telephone service, cable service and electricity bills taxed, levied or charged on the Premises, for and during the time for which this Lease is in effect. Utility charges are separate from and exclusive of the amount of rent specified in Section 2. Lessee shall be responsible for payment of all utility bills, bills taxed, levied or charged on the Premises. Lessee will require phone and internet service. Lessor shall allow the phone company and internet provider the right to enter upon Lessor's property to install the service lines and facilities. Lessee shall have no obligation to cause the removal of such lines and facilities at the end of the Term. Lessor shall install a water meter measuring potable water entering the Building. All potable water consumed by Lessee during the Term shall be charged by Lessor to Lessee at the then standard rate.

The sanitary sewer line that provides sanitary sewer service to the Building shall be maintained in good condition by Lessor at its sole cost and expense. The potable water line shall be maintained in good condition by Lessor at its sole cost and expense.

6. USE, SIGNAGE AND PARKING:

A. No signage, awnings or other fixtures or attachments may be placed on the exterior of the Premises without the Village Manager's approval of the need for, content, design and location of the sign, awning, fixture or attachment, which approval may be withheld in the Lessor's absolute discretion. Any requested signs, awnings, fixtures and attachments must be consistent with the design of the building and nature of the surrounding Park area. In addition, the Lessee is required to follow normal Village rules, requirements and processes for any desired signage on the Premises. The Village reserves the right to post or place or to have posted or placed on the exterior of the Premises, informational signs. No political or election signs shall be placed or maintained on the Premises at any time.

B. Lessee shall, at its sole cost and expense, obtain any and all governmental permits and other approvals that may be required in connection with the Permitted Purpose. While Lessee has a right, subject to such approval(s), to use the Premises for the Use and Purposes specified herein, Lessee may not use the Premises at any point during the Term in a manner that interferes with or disturbs the use of the park area surrounding the Premises (the "Adjacent Park Area") by Lessor for any lawful purposes.

C. The Lessee shall use the Premises only for the purposes stated herein. If Lessee desires to propose a use in addition to or other than the Permitted Purpose, it shall submit a request in writing to Lessor explaining the nature of such use and the reasons for such a request. Lessor agrees to consider such request and, in the case of a permitted use (as allowed under the Village's Zoning Code) other than the Permitted Purpose, advise Lessee of Lessor's decision within sixty (60) days after receipt of the request and all supporting documentation required by Lessor. Any uses other than permitted uses under the Zoning Code that Lessee may wish to propose shall be subject to all requirements of the Zoning Code prior to the commencement of such use(s).

D. In conjunction with its operation of a Montessori School, the use of the Premises by Lessee also includes the right to request use of the KLM Lodge within the Park for up to four (4) times a year. No additional compensation is required from Lessee for such use, other than reimbursement to the Lessor of any cleaning costs incurred as a result of use by the Lessee. Lessee anticipates that the four (4) uses will take place during the following months: February, September, November and December. Lessee shall submit specific date requests for the use of the Lodge as far in advance as possible. If the Lodge is unavailable during a specific date requested, Lessee shall be required to choose a different date.

E. Sufficient public parking exists within the Park to serve the Lessee's Use. Lessee shall not have an exclusive right to any particular parking within the Park.

F. Lessee's use of the Premises shall conform to all pertinent and applicable Village Codes, ordinances and regulations. Lessee shall not allow, keep or store on the Premises any flammable or explosive liquids or materials, except such liquids or materials as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the Village's fire code requirements and the rules of the applicable federal, state, county or local regulations and laws. Lessee shall not use or permit the Premises to be used for any purpose which shall create a safety hazard upon or imperil the safe use of the Premises, or engage in any activity which is or would be disapproved by the Village for reasons of safety.

G. Lessee anticipates that it will, initially, be conducting three (3) classes in the Premises. Lessee has represented to Lessor that only one of the three classes requires that Lessee secure a Lease from the Illinois Department of Children and Family Services ("DCFS"). Lessee shall not conduct such class unless it has obtained such a Lease, permit or approval from DCFS. The failure by DCFS to issue such a Lease, permit or approval, shall not give Lessee a right to terminate this Lease or exercise any other remedy hereunder.

7. MODIFICATIONS TO PREMISES:

A. Lessee agrees to construct the Lessee Improvements, at its sole cost and expense, prior to the Lease Commencement Date and any occupancy of the Premises by Lessee (the "Buildout Period") for any purpose other than constructing the following improvements: Build-out of the interior space of the Premises for use as a Montessori School (the "School") consistent with plans approved by the Village's Staff pursuant to this subsection. Lessee may access the Premises following the date hereof pursuant to the terms and conditions of the Temporary Access Agreement attached hereto as **Exhibit "3"** and made a part hereof ("Access Agreement"), in order to commence and perform the Buildout Work. The Buildout Work is estimated to cost approximately $155,000. The Access Agreement shall be executed by Lessor and Lessee concurrently with the execution of this Lease.

B. Whether during the Buildout Period or during the Term of the Lease, Lessee shall not make any interior replacement, alteration, improvement or addition to or removal from the Premises (hereinafter "alteration"), without prior written approval of Lessor's Village Manager following a submission of plans and related documents as set forth in this subsection, for staff review. Consent for alterations may be withheld in the Village's Manager's sole discretion. In the event Lessee proposes to make any alteration, Lessee shall, prior to commencing such alteration, submit to Lessor for prior written approval: (i) detailed plans and specifications; (ii) including the name, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Lessor, naming Lessor and any other parties designated by Lessor as additional primary insureds; and (v) all other documents and information as Lessor may reasonably request in connection with such alteration. Neither approval of the plans and specifications nor supervision of the alteration by Lessor shall constitute a representation or warranty by Lessor as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Lessee shall pay the entire cost of any alteration. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Lessor, and shall meet or exceed the standards for construction and quality of materials established by Lessor for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements.

C. The Lessor shall, on or before August 15, 2016:

i Install a fire suppression system at the Premises;

ii Either repair or replace all of the exterior windows of the second floor of the Building (whether to repair or replace is in the sole discretion of the Village);

iii. In the back of the Building is an entrance door. Adjoining said entrance door and outside of the Building is a Ramp. Lessor, at Lessor's sole cost and expense, shall refurbish or reconstruct the Ramp so that it is in a usable and safe condition and otherwise in conformance with the Americans with Disabilities Act ("ADA"); and

iv. Located west of the Building is a surface parking lot. Located between the east side of the parking lot and the west side of the Building is a sidewalk. Lessor shall make such improvements from the east side of the parking lot to the Ramp so that such an improvement provides a surface for ingress and egress and is otherwise ADA compliant.

The work or improvements required to be made by Lessor pursuant to the terms of this Paragraph 7.C. shall be referred to herein as "Landlord's Work". Landlord's Work shall be completed as soon as possible but, under all circumstances, shall be completed prior to 11:59 p.m. on August 15, 2016. Absent the terms of Paragraph 32.D. below, in the event Landlord's Work is not completed by said deadline, such an event shall constitute a material default by Lessor.

D. Maintenance of the exterior of the Building, including the roof, foundation and other load bearing components, is the responsibility of Lessor. However, Lessor may consent to the performance of certain necessary exterior improvements by Lessee. Unless otherwise agreed to, any exterior improvements performed by the Lessee, following approval by Lessor, shall be at Lessee's sole cost and expense.

E. On or before June 1, 2016, Lessee shall deliver to Lessor an application for a building permit to construct the Lessee Improvements together with all construction and drawings, plans and specifications as required by existing ordinances of the Village. In the event the Lessor does not issue a building permit to the Lessee, Lessee shall have the right to terminate this Lease by providing written notification thereof to the Lessor on or before July 1, 2016. Lessor hereby agrees to waive the building permit Rent and any inspection fee.

F. Promptly after the completion of the Lessee Improvements and, provided that following inspection it is determined that the Lessee Improvements have been constructed in accordance with the submitted and approved plans and specifications submitted to the Lessor, the Lessee is in compliance with the terms of this Lease, and with all other applicable Village codes, Lessor shall issue to Lessee a final and unqualified certificate of occupancy. In the event a certificate of occupancy is not issued by the Lessor within fourteen (14) days of the date the Lessee Improvements have been completed, Lessee shall have the right to terminate this Lease by providing notification thereof to Lessor on or before September 1, 2016, in which event the Security Deposit shall be promptly returned Lessee and neither party shall have any further duties or obligations hereunder. Unless the completed Lessee Improvements do not conform with the building permit following inspection, or Lessee is in default of the terms of this Lease or in violation of other applicable Village codes, Lessor shall issue the certificate of occupancy. The failure of Lessor to issue a certificate of occupancy other than for any reason set forth herein, shall constitute a default by Lessor hereunder.

8. **INSURANCE; PAYMENT OF PREMIUMS:** In addition to the Rent above specified, Lessee shall pay on a timely basis all of the premiums for the insurance coverage required by this Lease. Lessee agrees to maintain, during the Term of this Lease, at its expense, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:

A. **Comprehensive General Liability** - insuring Lessee against liability for personal injury, death or damage to property arising out of the use of the Premises by Lessee. Required policy limits are not less than two million dollars ($2,000,000) in the aggregate and one million dollars ($1,000,000) per occurrence in the event of bodily injury or death to one or more persons, and in an amount of not less than one million dollars ($1,000,000) for property damage.

B. **Workers' Compensation and Employers' Liability** – Workers' Compensation coverage with statutory limit and Employers' Liability limits of $500,000 per accident.

On or prior to the Lease Execution Date, and annually thereafter and at any such time a new policy is issued, Lessee shall provide insurance certificate(s) to the Village Manager that show "the Village of Hinsdale, and its appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents," as additional primary insureds under all insurance coverages required by this Lease. The insurance coverages required by this Lease shall be primary to any coverage maintained by Lessor and the insurance certificates shall contain an express provision that coverage cannot be cancelled without prior written notice delivered to the Village Manager at least thirty (30) days prior to the date of cancellation. Lessee agrees to comply with any and all recommendations of any insurance company or companies concerning changes in Lessee's manner of use of the Premises which will avoid invalidating or increasing the premium cost of any policy of insurance carried on for the purposes and any structure thereon written by Lessee. Lessee shall comply with each of the terms and conditions relative to insurance coverage for the Premises. Failure to timely pay any insurance premiums, causing a loss or lapse in coverage, shall be considered a breach and cause for immediate cessation of activities by Lessee at the Property.

Lessee shall carry fire damage liability and extended coverage insurance insuring Lessee Improvements and Lessee's furniture and other personal property on the Premises. Lessee shall be entitled to any insurance proceeds Lessee receives concerning Lessee Improvements, furniture, and other personal property as a result of any fire and extended coverage insurance under this paragraph. Lessor shall be entitled to any insurance proceeds Lessee receives for the Building and shall not be required to use the proceeds to restore or rebuild the Building. Lessee shall be required to reimburse the Lessor out of such proceeds for costs related to securing the Premises until same can be repaired and/or demolished. Lessor shall not be entitled to receive any insurance proceeds from any insurance maintained by Lessee in the event the fire or other casualty damaging or destroying the Building is caused, in whole in part, by Lessor.

Lessee expressly acknowledges that Lessee's use of the Premises is at Lessee's own risk. In no event shall Lessor have any financial responsibility to Lessee as a result of any loss or damage occurring on the Premises unless such loss or damage is caused by the gross negligence or intentionally wrongful act of the Lessor. Lessee shall waive any rights of action against Lessor for loss or damage covered by the insurance required hereunder, and the policy shall permit

such waiver. Such policy shall be provided by an insurance company duly authorized to do business in Illinois and reasonably acceptable to Lessor.

9. CONDITION AND UPKEEP OF PREMISES:

A. Lessee, having inspected the Premises, is familiar with and knows the condition of the Premises, has received the Premises in good order and repair, and acknowledges that no representations as to the condition and repair have been made by Lessor, or its agent, prior to or at the execution of this Lease that are not herein expressed. The Lessee is taking possession of the Premises in "AS IS, WHERE IS" condition, subject to Lessor's obligations to make certain improvements prior to occupancy as set forth herein, and to any other representations and warranties of the Lessor as set forth herein.

B. Lessee, at its own expense, will maintain the Premises, (i.e., the interior of the Building) and all improvements located within the interior (including Buildout Work) in good repair and in accordance with all federal, state, county and Village regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent governmental and village authorities, and keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. Lessee, at its cost, will replace all broken glass with glass of the same size and quality as that broken. Lessor, at Lessor's cost, will keep the roof, exterior walls, foundation, structural components, gutters, load bearing walls, other load bearing components and other exterior portions of the Building, including all sidewalks, driveways, parking lots, landscaping, grass and infrastructure improvements that serve the Premises in good working order and in a clean and healthful condition according to the applicable municipal ordinances during the term of this Lease. While the Lessor may periodically perform snow removal of the adjacent driveway and parking areas in accordance with its normal plowing schedule, any snow removal needed for the operation of the Use on the Premises needs to be scheduled and paid for by Lessee. Maintenance and repairs, as well as replacement of interior components or building systems (e.g. heat, A/C, electric, water) shall be the responsibilities of the Lessee. In the event of termination, Lessee shall turn over the Premises to Lessor, in good condition and repair, loss by ordinary wear excepted, and will deliver the keys therefore at the place of payment of said Rent. Lessee is liable for all damage of any kind, death, illness or injury sustained by any person which arises from or is caused by Lessee's business operations or caused by any equipment used by Lessee or its employees, invitees or agents, any buildings used by Lessee or its employees, invitees or agents, any vehicles used by Lessee or its employees, invitees or agents or Lessee's agents, invitees or employees.

C. Lessee acknowledges that the Building has no air conditioning system, other than window units. Lessee shall install and subsequently maintain an air conditioning system as part of its buildout of various improvements, and in return shall receive a Rent concession, all as specified in Paragraph 2.G. above.

D. Lessee agrees to store all waste, scrap, garbage, etc., in enclosed metal or other approved containers in areas outside of the Building as designated by Lessor and agrees not to permit any non-operating motor vehicles or equipment to be stored on the Park. Waste containers are to be stored within the Building or away from public view at a location on the Park, as approved by the Village Manager. The waste containers shall be maintained in an orderly and sightly manner. Lessor agrees to pay the cost for waste refuse removal per Section 4 above and to maintain a schedule of pick-ups at least bi-monthly.

10. LESSEE NOT TO MISUSE, SUBLET; ASSIGNMENT: Lessee shall not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Lessor or disturb the Adjacent Park Area, neighborhood or public, and will not permit the same to remain vacant or unoccupied for more than five consecutive months (except due to inclement weather); and will not allow any temporary or permanent signs, cards or placards of any kind to be posted (other than any Village-approved signage for the Premises), or placed thereon, nor permit any alteration of or addition to any part of the Premises, except as approved by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

Lessor represents to Lessee that the use of the Premises for the Permitted Purpose as described in this Lease shall not cause an increase in the rate of Lessor's insurance, so long as Lessee complies with all laws, ordinances, rules and regulations of governmental authorities now and hereafter in effect.

Lessee shall have no right to assign, sublet or transfer this Lease or any interest herein. Lessee will not allow the Premises to be occupied in whole, or in part, by any other person, without the Lessor's prior written consent, which consent may be withheld in the sole discretion of the Lessor. Any assignment, subletting, or transfer of this Lease, or occupancy, without Lessor's prior written consent, shall, at Lessor's option, be deemed to be void and of no force or effect. Notwithstanding any assignment, sublet, transfer or occupancy, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants or conditions of this Lease.

11. INDEMNIFICATION: Lessee shall at all times protect, indemnify and hold harmless the Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys, and agents ("Indemnified Parties"), and indemnify them against and from any and all causes of action, claims, demands, liabilities, losses, expenses, penalties, damages or charges of any kind, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, any violation of any laws or ordinances relating to or arising out of the operation of Lessee, or out of or in connection with any actions of Lessee or its employees, invitees or agents on the Premises, whether occasioned by the actions or omissions of Lessee or those persons using the Premises, or arising or occurring as a consequence of any activities performed on the Premises, causing injury, illness or death to any person or damage to property, except if caused by the omission or fault of the Lessor, its employees or any other party acting on behalf of Lessor.

Lessee waives and releases all claims and causes of action it has or may have in the future against Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys, and agents, for losses or damages of any kind sustained by Lessee relating to or arising out of any accident or other occurrence on or within the Premises, or occurring as a consequence of any activities performed on the Premises, causing injury, illness or death or occurring resulting directly or indirectly from any act, actions or omissions of Lessee or its employees, invitees and agents, or the operation of its businesses on the Premises, except if caused by the act, omission or fault of the Lessor, its employees or any other party acting on behalf of Lessor.

Under no circumstance shall, however, Lessee have any duty or obligation to protect, indemnify and/or hold harmless the Indemnified Parties from any causes of action, claims, demands, liabilities, losses, expenses, penalties, damages or charges of any kind which are asserted by the Indemnified Parties or incurred by the Indemnified Parties which result from acts or omissions of the Indemnified Parties.

12. NO LIENS, MORTGAGES OR OTHER ENCUMBRANCES: The Lessee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the Premises. The Lessee shall not use the Lease as security or collateral for any financing of any kind nor shall the Premises or Lease be pledged or collateralized for purposes of securing any debt, loan, note, mortgage or contract. The Lessee shall indemnify and hold harmless the Lessor and its Premises, from any such lien, encumbrance or claim therefor and from any and all cost or expense incurred in connection with any such lien, encumbrance or claim, including, attorneys' fees and expenses incurred with removing, settling or contesting such lien, encumbrance or claim.

13. UCC LIENS and MECHANIC'S LIENS: Lessee shall promptly pay all creditors, equipment providers, contractors, mechanics and materialmen, and shall not permit or suffer any lien to be filed against or attach to the Premises or any part thereof. If any mechanic's, materialman's or other similar lien shall at any time be filed against or attach to the Premises or any part thereof on account of any materials furnished or claimed to have been furnished, or on account of any work, labor or services performed or claimed to have been performed, for or at the direction of Lessee, Lessee shall, at its sole cost and expense, promptly cause the same to be discharged of record by payment, bond, order of court, or otherwise. In the event Lessee fails to discharge or insure over such lien within thirty (30) days of written notice by Lessor, Lessor shall have the further right, without notice to Lessee, to cause the removal of any lien (but Lessor shall have no obligation to do so) and to collect upon demand from Lessee all of Lessor's costs and expenses, including, without limitation, attorneys' fees and expense, for removing same.

14. NON-LIABILITY OF LESSOR: Lessor shall not be liable for any damages of any kind occasioned by its failure to keep the Premises in repair, or for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any Building or improvement thereon or for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, or for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property, except due to the omission or fault of Lessor or its employees.

15. ACCESS TO PREMISES: Lessee will allow Lessor reasonable access to the Premises with prior notice and during normal working hours, provided that such access shall be conducted in a manner as not to unreasonably interfere or disrupt the business activities of Lessee or interfere with Lessee's quiet enjoyment of the Premises, for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make. In emergency situations, no prior notice shall be required, but the Lessor shall endeavor to provide prompt notice to the Lessee of the emergency events that required immediate access to the Premises.

16. QUIET ENJOYMENT: So long as Lessee is in possession of the Premises and is not in default beyond any applicable cure period provided for herein, Lessor agrees that Lessee may peacefully and quietly enjoy the Premises without disturbance or hindrance by any person holding under or claiming through the Lessor.

17. CONTRACTS AND SERVICE AGREEMENTS: The Lessee shall not permit any management, service, equipment, supply, maintenance, concession or other agreements relating to the Premises to be binding on the Lessor in the event that this Lease is terminated or at the time of its expiration.

18. HOLDING OVER; REMOVAL OF PERSONAL PROPERTY: Lessee shall, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of **$250.00 PER DAY FOR THE PERIOD OF TIME OF HOLDOVER to be first deducted from the Security Deposit and then any outstanding balance shall be payable from Lessee**. If such costs exceed the Security Deposit, the Lessor shall have a right of action against Lessee for the balance of such costs; but the provisions of this section shall not be held as a waiver by Lessor of any right of re-entry; nor shall the receipt of said Rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein. **The Lessee, at its cost, shall remove all vehicles, equipment, garbage, debris and other personal property from the Premises at the time this Lease expires or terminates.** A failure of Lessee to remove such property shall be a breach of this Lease and Lessor shall have the right to deduct all removal and disposal costs from the Security Deposit and if such costs exceed the Security Deposit then the Lessor shall have a right of action against Lessee for the balance of such costs.

19. NO RENT DEDUCTION OR SET OFF: Lessee's covenant to pay the Rent is and shall be independent of each and every other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from the Rent nor set off against any claim for Rent in any action.

20. RENT AFTER NOTICE OR SUIT: It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, said suit, or said judgment.

21. PAYMENT OF COSTS: In the event of a default by either party hereunder, the defaulting party shall pay to the other party all reasonable costs, attorney's Rents and expenses that shall be made and incurred by said party in enforcing its rights and remedies hereunder.

22. ESTOPPEL CERTIFICATES: At any time and from time to time, Lessee agrees, upon request in writing from Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent and other charges have been paid, and any other factual data relating to this Lease or the Premises which Lessor may request.

23. ENVIRONMENTAL MATTERS: The Lessee represents, covenants and warrants that Lessee's operation in, on or under the Premises shall be in compliance with all applicable environmental laws. The Lessee shall not use, generate, transport, store, dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by the any federal or state environmental laws ("Hazardous Materials"), in, under, on or about the Premises. The Lessee, at its cost, shall remediate any Hazardous Materials or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes with respect to the Premises, in accordance with all federal, state, county and local applicable laws and regulations. The term "Hazardous Materials" in addition shall include any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Illinois, or the United States government, including, but not limited to, any material or substance which is: a) petroleum or a petroleum-based substance; b) asbestos; c) polychlorinated biphenyls; d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 3121) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1371); e) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6901); or g) subject to regulations as a hazardous chemical substance pursuant to Section 6 of the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605). Except for any Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease, the Lessee shall indemnify and hold the Lessor, and its agents, harmless against any claim, suit, loss, liability or damage, including, attorneys' fees and expenses incurred by the Lessor, and its agents, in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any Hazardous Materials in, under, on or about the Premises, by the Lessee that occurs on or after the first day of this Lease. Lessee shall notify Lessor in writing on the first date of the Lease of any chemicals that might be needed to facilitate Lessee's businesses. The Lessee agrees that it is taking possession of the Premises in "AS IS, WHERE IS" condition (other than the obligation of the Lessor as set forth in Paragraph 7.C. above), including all known Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease, and that it shall comply with each of the environmental, indemnification, defense covenants set forth herein. Lessee shall have a duty or obligation to remediate or remove any Hazardous Materials which are located in the Building as of the date hereof as necessary to use the Premises for the Permitted Purpose. Under no circumstance shall any term or provision of this Lease require Lessor to remediate any Hazardous Materials located within the Premises unless required by any federal, state, county or local law, ordinance, statute or regulation.

24. WAIVER OF TRIAL BY JURY AND RIGHTS OF REDEMPTION: To the extent permitted by law, Lessee waives any and all right to a trial by jury and rights of redemption granted by or under any present or future laws if Lessee is evicted or dispossessed for any cause, or if Lessor obtains possession of the Premises due to Lessee's default under this Lease or otherwise.

25. CONDEMNATION: If all or any part of the Premises is condemned, then either Lessor or Lessee may terminate this Lease by giving written notice of termination within thirty days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. Condemnation shall be defined to mean the time when a condemnation or eminent domain proceeding is actually filed in a court of competent jurisdiction. In the event that a portion of the Premises, but not all, is taken by condemnation, the remaining Premises must be reasonably suitable for Lessee, without further modification to the Premises, as determined by the Village Engineer, to continue its usual and customary business activities from the Premises. If not, Lessor or Lessee shall have the right to terminate the Lease. If this Lease so terminates, Rent and any other payments due under this Lease shall be paid through and apportioned as of the filing date of such condemnation lawsuit. If the Lease is not terminated, the Lease shall remain in full force and effect. Subject to the Lessor's exclusive right to receive just compensation for taking of the Rent, Lessee may pursue its own claim against the condemning authority for compensatory damages and moving expenses resulting from the condemnation of its leasehold interest. The foregoing right of termination shall not apply with respect to any condemnation for street improvements or widening, or for public utility easements.

26. SURRENDER OF PREMISES: Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Lessee's right to possession of the Premises, Lessee will at once surrender and deliver up the Premises, together with all improvements thereon, to Lessor in the same or better condition which the Premises were in as of the Possession Date, reasonable wear and tear and insured casualty excepted and **Lessee shall have removed all vehicles, equipment, garbage, debris and other personal property from the Premises. The entire**

Premises shall be returned to Lessor free and clear of all rubbish and debris, and broom clean. All attached improvements made by Lessee during the Term of the Lease shall remain on the Premises and become the property of Lessor upon termination. Lessee shall turn over the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said Rent. Nothing contained in this Section shall limit the right of Lessor to receive liquidated damages as set forth in Section 17 (Holding Over) of this Lease.

27. DEFAULT: In the event of a failure by either party to fulfill any of its obligations under this Lease, or in the event of a material breach of any representation or warranty of either party under this Lease, which failure or breach continues after a notice and a demand for cure and a 30-day period for cure has passed or within such reasonable time period after written notice of the default if either party initiates and actively pursues good faith remedial action to cure the default within the initial 30-day cure period, such party shall be in default, and the non-defaulting party may seek any available and appropriate remedy at law or in equity, including without limitation declaratory and injunctive relief, mandamus, specific performance and rescission, in addition to remedies available under the Lease. In the event of any litigation to enforce the provisions of this Lease, the prevailing party in such litigation shall be entitled to recover its costs of litigation, including reasonable attorneys' fees and costs.

A. Events of Default: Each of the following shall constitute an event of default under this Lease:

(1) Lessee fails to pay any installment of Rent, Taxes or Insurance Payments when due, or payments pursuant to any Section hereunder within five (5) days written notice by Lessor, or fails to replenish Security Deposit to its highest previous balance within five (5) days after Lessor requests replenishment;

(2) Lessee breaches any representation, covenant or warranty or obligations with respect to Hazardous Materials or environmental laws, causes or permits a dangerous or hazardous condition to exist in the Premises or a condition that jeopardizes Lessee's or Lessor's insurance coverage, and fails to remedy such condition immediately after written notice to Lessee;

(3) Failure by either Party to observe or perform any other covenant or provision of this Lease to be observed or performed by it and a subsequent failure to cure such failure within thirty (30) days after written notice form the other Party;

(4) The interest of Lessee in the Lease is levied upon under execution or other legal process;

(5) A petition is filed by or against Lessee to declare Lessee bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Code (as now or hereafter amended), and if filed against Lessee, such petition is not rescinded, or the bankruptcy proceeding is not dismissed, within forty-five (45) days after such filing;

(6) A receiver is appointed for Lessee or for Lessee's property;

(7) The voluntary or involuntary dissolution of Lessee;

(8) Lessee abandons the Premises or the Premises become substantially vacant for a period of six (6) or more consecutive months;

(9) Any default of Lessor hereunder which prevents Lessee from using the Premises for the Permitted Purpose shall be cured as soon as reasonably possible under the circumstances. An unreasonable delay by Lessor in curing such a default shall constitute a material default by Lessor for which there will be no opportunity to cure, the Security Deposit shall be returned to the Lessee and Lessee shall have the right to exercise all rights and remedies available at law or otherwise including, but not limited to, the right to terminate this Lease; or

(10) Lessor does not allow Lessee to use the KLM Lodge during any period of four (4) consecutive months. The terms of this item (10) shall not be applicable in the event the cause for denying use of the KLM Lodge to Lessee is because of rehabilitation, casualty or other causes of force majeure.

B. **Lessor's Specific Remedies.** Upon the occurrence of an event of default by Lessee under this Lease after the cure period, if any, has expired, Lessor, at its option, with written notice as hereinabove provided to Lessee may, in addition to all other rights and remedies provided in this Lease, or available to Lessor at law or in equity: terminate this Lease and Lessee's right to possession of the Premises and recover all damages to which Lessor is entitled under law. Lessee shall, upon termination, immediately remove its facilities, equipment and property from the Premises. Lessor's damages shall specifically include, without limitation (a) all reasonable expenses of finding a replacement Lessee, (including attorney's Rents, marketing costs and brokerage commissions), plus (b) the present value of the amount by which all Rent reserved under this Lease for the balance of the term exceeds the fair market Lease value of the Premises for the balance of the term (allowing for a reasonable period of exposure on the open market before realization of such fair market Lease value). Notwithstanding any language elsewhere in the Lease to the contrary, Rent and other payments hereunder to be paid to Lessor by the Lessee during the term hereof shall continue to be paid as they become due and payable under the terms of this Lease. In the event of termination of this Lease by Lessor, said obligation shall remain due and payable as payments of damages in monthly installments as they would have become due under the terms of this Lease, but for such termination or default. In no event shall Lessor be obligated to pay Lessee any amounts nor shall Lessee be entitled to any credits by reason of the application of such present value formula.

28. NO-SMOKING FACILITY: The Premises are a no smoking facility. Lessee must comply with this provision and ensure that all employees, agents and invitees of Lessee comply with this provision.

29. RELATIONSHIP OF PARTIES: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of landlord and tenant, or of principal and agent or of partnership, or of joint venture by the parties hereto, and neither the method of computation of the Rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee.

30. FINANCIAL RESOURCES: The Lessee shall provide a statement to Lessor at the time of execution confirming that it has the financial resources at its disposal necessary to undertake, perform and fulfill all of the obligations and duties set forth under this Lease.

31. NOTICES: All notices to or demands upon Lessor and Lessee desired or required to be given under any of the provisions of this Lease, shall be in writing and served by either certified mail, return receipt requested, by nationally-recognized overnight delivery service (such as Federal Express), or by personal delivery at the addresses listed for the Parties at page one above or as otherwise directed by the Parties in writing. Notices shall be deemed received at the earlier of actual receipt or one business day after deposit with an overnight courier as evidenced by a receipt of deposit or seven (7) business days following deposit in the U.S. mail, as evidenced by a return receipt.

32. OTHER CONDITIONS:

A. **CAPTIONS:** The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining, limiting, or construing in any way the scope or intent of the provisions hereof.

B. **COVENANTS BINDING ON SUCCESSORS:** All of the terms, covenants, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties to this Lease, and wherever in this Lease reference is made to either of the Parties hereto, it shall be held to include and apply to, successors and assigns of such Party. Nothing herein contained shall be construed to grant or confer upon any person, firm, corporation or governmental authority, other than the Parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease.

C. **ENTIRE AGREEMENT; AMENDMENTS MUST BE IN WRITING:** This Lease, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire agreement and understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Lease. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Lease that are not fully expressed herein. None of the terms, covenants, conditions or undertakings of this Lease, to be kept and performed by either Party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by each of the Parties hereto.

D. **FORCE MAJEURE:** The time within which any of the Parties hereto shall be required to perform any act or acts under this Lease shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays, or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such Party, *provided, however,* that the Party entitled to such extension hereunder shall give prompt notice to the other Party of the occurrence causing such delay. The provisions of this Section shall not operate to excuse Lessee from prompt payment of Rent or any other payments required by the terms of this Lease.

E. **NON-WAIVER:** The failure of either Party to enforce against the other any term, covenant or condition of this Lease shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved Party to enforce the same term, covenant or condition on the occasion of any subsequent breach or default; nor shall the failure of either Party to exercise any option in this Lease upon any occasion arising therefor, be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

F. **CONSENTS:** Whenever the consent or approval of either Party is required herein, such consent or approval shall be in writing and shall not be unreasonably withheld, delayed or conditioned, and, in all matters contained herein, both Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

G. **GOVERNING LAW; VENUE:** The Parties agree that for purposes of any lawsuit(s) between them concerning the subject matter of this Lease, and all questions of construction, interpretation, enforcement hereof, that all such controversies shall be governed by the statutory and common law of the State of Illinois; venue shall be in the Circuit Court of DuPage County, Illinois and the Parties consent to the jurisdiction of said Court for any such proceedings or action.

H. **COUNTERPARTS:** This Lease may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

I. **PLURALS:** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either Party to this Lease. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee and to male or female, shall in all instances be assumed as though in each fully expressed.

J. **SEVERABILITY:** Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease 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 Lease.

K. **HEADINGS:** The headings, titles and captions in this Lease have been inserted only for convenience, and in no way define, limit, extend or describe the scope or intent of this Lease.

L. **AUTHORITY:** This Lease shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. The Parties warrant to each other that each of the signatories to this Lease are the duly authorized representatives of their respective corporate entity and each such person has signed this Lease pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Lessor's case, at an open public meeting) that authorized and directed the representatives to sign this Lease.

M. **NO INDIVIDUAL OR PERSONAL LIABILITY:** Notwithstanding any other statement in this Lease, the Parties agree that the representations in this Lease are made on behalf of the Village of Hinsdale, and the President and Board of Trustees are not making such representations personally, are not parties to this Lease and shall incur no personal liability in conjunction with this Lease.

N. **FILING OF LEASE:** Although this Lease does not create an interest in real estate, the Lessor or Lessee, in its discretion, may record a copy of this Lease with the Office of the County Recorder.

O. **EXHIBITS:** True and correct copies of the below-listed Exhibits are attached hereto and made a part of this Lease or shall be incorporated herein after their approval and execution by the Parties:

(a) EXHIBIT "1" – Depiction of Location of Premises

(b) EXHIBIT "2" - Guaranty

(c) EXHIBIT "3" – Temporary Access Agreement

P. **RIGHTS CUMULATIVE:** The rights and remedies of Lessor under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

Q. **REMEDIES NOT EXCLUSIVE:** The obligation of Lessee to pay the Rent required during the balance of the term of this Lease shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any Rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

R. **TIME OF THE ESSENCE:** Time is of the essence in the performance of all terms, covenants and conditions of this Lease.

S. **ACCORD AND SATISFACTION:** Lessor shall be entitled to accept, receive and cash or deposit any payment made by Lessee for any reason or purpose or in any amount whatsoever, and apply the same at Lessor's option to any obligation of Lessee and the same shall not constitute payment of any amount owed except that to which Lessor has applied the same. No endorsement or statement on any check or letter of Lessee shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such checks or payments shall not prejudice Lessor's right to recover any and all amounts owed by Lessee under this Lease and Lessor's right to pursue any other available remedy.

33. **PERMITTED USE:** Lessor hereby states and represents to Lessee as follows:

A. The Permitted Purpose does not require that Lessee or Lessor obtain a zoning variance or a zoning amendment. The Permitted Purpose constitutes a permitted use under the zoning code of the Village.

B. The Permitted Purpose is allowed under the laws and ordinances of the Village.

34. USE OF PARK: Surrounding the Building is the Park owned by Lessor. Lessee and its students shall have the right to use the facilities of the Park on a non-exclusive basis, at such times as are determined by Lessor, and subject to such rules and regulations as are determined from time to time by Lessor.

35. REFUSE REMOVAL: Lessee shall have the right to place and maintain outside of the Building one refuse removal container which shall be maintained by Lessee in a good, clean and sanitary condition.

36. HOURS OF OPERATION: Lessee shall have the right to use the Premises for the Permitted Purpose Monday through Friday between the hours of 6:00 a.m. and 8:00 p.m., on Saturdays between the hours of 7:00 a.m. and 4:00 p.m. and on Sundays between the hours of 9:00 a.m. and 3:00 p.m. In the event of Lessee's use of the Premises on a Sunday, regular classes shall not be conducted and students will not be permitted in the Building.

37. HOT WATER HEATING SYSTEM: Located within the Building are a boiler, radiators and other components of a hot water heating system. As part of Tenant Improvements, Lessee shall have the right to remove the radiators. Under no circumstance shall Lessee have the obligation to remove the boiler or other components or remnants of the hot water heating system.

38. RIGHT OF TERMINATION – LESSEE: In the event the tuition received by Lessee from its students is insufficient for Lessee to pay the Rent required pursuant to the terms hereof, Lessee shall have the right to terminate this Lease any time after Year 3 provided that the following conditions are satisfied:

i. Written notification shall be given by Lessee to Lessor not less than twelve (12) months prior to the effective date of the termination;

ii. Lessee shall not have the right to exercise the right of termination if Lessee is in default under the terms of this Lease at the time of the intended exercise of the right;

iii. Lessee pays to Lessor a termination Rent and which termination Rent is paid by Lessee to Lessor within ninety (90) days following the date notification is given by Lessee to Lessor. If the effective date of the termination occurs any time within Year 4 or Year 5, the termination Rent shall be $25,000.00. In the event the effective date of the termination is within Year 6 or Year 7, the termination Rent shall be $20,000.00.

39. NO ASSIGNMENT: Neither party shall have the right to assign its rights hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date of Lease stated above.

LESSOR: VILLAGE OF HINSDALE, ILLINOIS

By: _____
Village President

Date: _____

ATTEST:

By: _____
Village Clerk

Date: _____

LESSEE: CHILDREN'S MONTESSORI LANGUAGE ACADEMY, INC., an Illinois corporation

By: _____
Rosalinda Turner, President

Date: _____

EXHIBIT "1"

Depiction of Location of Leased Premises at
5905 S. County Line Road, Hinsdale, Illinois

(TO BE ATTACHED)

EXHIBIT "2"

GUARANTY

The undersigned does hereby absolutely and unconditionally guarantee, as a guarantee of payment and not merely as a guarantee of collection, for the benefit of Lessor and its successors and assigns the full performance and observance of all of the covenants, conditions, and agreements provided to be performed and observed by Lessee in said Lease during the Extension Term, including, without limitation, the prompt payment of the Rent, and all other amounts provided in said Lease to be paid by Lessee ("Guaranteed Obligations").

The undersigned waives any defense arising by reason of any disability or other defense of Lessee or any other guarantor, or the cessation from any cause whatsoever of the liability of Lessee or any other guarantor, or any claim that the undersigned's obligations exceed or are more burdensome than those of Lessee or any other guarantor. Guarantor waives any right to enforce any remedy which Lessor now has or may hereafter have against Lessee or any other guarantor and waive any benefit of and any right to participate in any security, letter of credit or other credit enhancement or support now or hereafter held by or otherwise available to Lessor. Further, the undersigned consents to the taking of, or failure to take any action, which might in any manner or to any extent vary the risks of the undersigned under this Guaranty or which, but for this provision, might operate as a discharge of the undersigned.

The undersigned hereby waives notice of non-payment, non-performance or non-observance and all other notices and all proof or demands.

Further, the undersigned expressly agrees that his or her obligations hereunder shall in no way be terminated, affected or impaired by reason of the granting by Lessor of any indulgences to Lessee or by reason of the assertion against Lessee of any of the rights or remedies reserved to Lessor pursuant to the provisions of said Lessee or by relief of Lessee from any of Lessee's obligations under said Lease by operation of law or otherwise or by assignment by Lessor of its interest under the Lease or by succession of any third party to the rights and interest of Lessor under the Lease, the undersigned hereby waiving all suretyship and non-assignability defenses. The undersigned further covenants and agrees that this Guaranty shall remain and continue in full force and effect commencing with and during any renewal, modification or extension of the Lease whether or not the undersigned shall have received any notice of or consented to such renewal, modification or extension.

The undersigned further agrees that his or her liability hereunder shall be primary, and that in any right of action which shall accrue to Lessor under the Lease, Lessor may, at its option, proceed against the undersigned and Lessee, jointly or severally, may proceed against the undersigned without having commenced any action against or having obtained any judgment against Lessee or any other guarantor or without having proceeded against any security, letter of credit or other credit enhancement or support provided for in connection with the Lease.

It is agreed that the failure of Lessor to insist in any one or more instances upon strict performance or observance of any of the terms, covenants and conditions of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right but the same shall continue and remain in full force and effect. Receipt by Lessor of Rent or other payments with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

No assignment or other transfer of the Lease or any interest therein, whether by contract, operation of law, merger or other consolidation, shall operate to extinguish or diminish the undersigned's liability for the Guaranteed Obligations.

Notwithstanding anything in this Guaranty to the contrary, this Guaranty shall continue to be effective or reinstated, as the case may be, if at any time any payment of any portion of the Guaranteed Obligations is revoked, terminated, rescinded or reduced upon the insolvency, bankruptcy or reorganization of Lessee, any other guarantor or any other person or entity, as if such payment had not been made and whether or not Lessor is in possession of or has released this Guaranty or the Guaranteed Obligations and regardless of any prior revocation, rescission, termination or reduction in this Guaranty or the Guaranteed Obligations. In the event that acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of Lessee, any other guarantor or any other person or entity, all Guaranteed Obligations shall nonetheless be payable by the undersigned immediately upon demand by Lessor.

In the event that any action shall be commenced by Lessor at any time to enforce the obligations evidenced by this Guaranty, Guarantor shall pay any and all attorneys' fees and costs incurred by Lessor.

The undersigned represents and warrants that this Guaranty constitutes Guarantor's valid and legally binding agreement in accordance with its terms.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE UNDERSIGNED AND LESSOR EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING ON OR ARISING OUT OF THIS GUARANTY OR THE GUARANTEED OBLIGATIONS. THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE UNDERSIGNED AND LESSOR.

Notwithstanding any other term or provision contained in this Guaranty, under no circumstance shall the total liability of the Guarantor under this Guaranty exceed $45,000.00.

Under no circumstance shall any of the duties or obligations of the Guarantor, as set forth in this Guaranty, be applicable to those duties and obligations of the Lessee which are required to be satisfied or performed during the Initial Term.

In the event of a default by Lessor under the terms of the Lease and Lessee exercises the option and right to terminate the Lease, all duties and obligations of the Guarantor hereunder shall automatically cease and terminate.

In the event the Lease may be determined by court of law to be void or unlawful, this Guaranty shall automatically terminate and Guarantor shall have no duties or obligations hereunder.

Any capitalized term used in this Guaranty which is not defined shall have that meaning as set forth in the Lease, unless the context otherwise requires.

IN WITNESS WHEREOF, this Guaranty is executed this _____ day of _____, 20___.

_____
ROSALINDA TURNER

Sworn to before me this ____ day of _____, 20___.

_____
Notary Public

EXHIBIT "3"

AGREEMENT, AUTHORIZATION, ACKNOWLEDGMENT AND INDEMNIFICATION FOR BUILDOUT WORK AND TEMPORARY ACCESS AT 5903 SOUTH COUNTY LINE ROAD, HINSDALE, ILLINOIS

This Agreement for Authorization, Acknowledgment and Indemnification for Buildout Work and Temporary Access at 5903 S. County Line Road, Hinsdale, Illinois ("Agreement") was entered into this ____ day of _____, 2016, by and between the **Village of Hinsdale**, an Illinois municipal corporation (the "Village") and **Children's Montessori Language Academy, Inc.,** an Illinois corporation (the "Lessee").

WHEREAS, the Village owns, operates, maintains or otherwise controls certain real property known as Katherine Legge Memorial Park. Within the Park is an existing two-story structure with a common address of 5903 S. County Line Road, Hinsdale, DuPage County, Illinois (the "Building"); and

WHEREAS, the Village and Tenant have executed a Lease (the "Lease") under which Lessee has, among other rights pertaining to the Park, the right to, generally, use and occupy the interior of the Building ("Premises") from the Village for operation of a Montessori School. While the Term of the Lease commences on July 1, 2016, the Lease also provides that the Tenant may access the Premises during a Buildout Period to commence upon execution of the Lease and prior to the Lease Term or occupancy by the Tenant for purposes of performing the Buildout Work out related to making the Premises usable for the intended School use.

WHEREAS, as part of such Buildout Work, the Village grants to the Lessee and its contractors, permission to perform such work as is necessary to prepare the Premises for the intended School use, subject to the provisions of this Agreement and the Lease.

NOW, THEREFORE, the Village grants to Lessee and its contractors permission to enter onto the Park and into the Building to perform the Work in accordance with the following terms and conditions:

1. The Village authorizes the Lessee and its employees, servants, contractors, subcontractors and agents (the "Lessee Affiliates") to perform the Buildout Work as is necessary to make the Premises usable for the intended School use. The Village authorizes and grants the Lessee and the Lessee Affiliates access to the Premises for the necessary equipment, tools and vehicles for performance of the Buildout Work. The Lessee and Lessee Affiliates shall at all times conduct the Buildout Work in compliance with all laws and ordinances and in such a manner as to minimize hazards to vehicular and pedestrian traffic. The Lessee and Lessee Affiliates shall not interfere with the Village's simultaneous work on the Building or operations during the course of the Buildout Work authorized by this Agreement. The Lessee shall bear all costs and expenses associated with the Buildout Work conducted under this Agreement.

2. The Lessee and Lessee Affiliates shall schedule the Buildout Work on days and times mutually acceptable to the Village. Lessee shall not make any interior replacement, alteration, improvement or addition to or removal from the Premises (hereinafter "alteration"), without prior written approval of the Village's Village Manager following a submission of plans and related documents as set forth in this subsection, for staff review. Consent for alterations may be withheld in the Village's Manager's sole discretion. In the event Lessee proposes to make any alteration, Lessee shall, prior to commencing such alteration, submit to Village for prior written approval: (i) detailed plans and specifications; (ii) including the name, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by the Village, naming the Village and any other parties designated by the Village as additional primary insureds; and (v) all

other documents and information as the Village may reasonably request in connection with such alteration. Neither approval of the plans and specifications nor supervision of the alteration by the Village shall constitute a representation or warranty by the Village as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Lessee shall pay the entire cost of any alteration. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by the Village, and shall meet or exceed the standards for construction and quality of materials established by the Village for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements.

3. The Lessee shall consult with the local utility companies to determine the existence and location of existing utility service on the Premises. The Lessee shall indemnify and hold the Village harmless from any and all liability that may be incurred by damage or repair to utilities caused by the acts of the Lessee and the Lessee Affiliates. The Lessee shall indemnify and hold the Village, its officers, its elected and appointed officials, including the mayor and board of trustees, servants, employees, agents, volunteers, the Village Engineer, the Village Attorney, and successors and assigns both in their individual and official capacities (hereinafter collectively referred to as "Village Affiliates") harmless from any and all liability that may be incurred by damage or repair to utilities caused by the acts of Lessee or the Lessee Affiliates.

4. In consideration for the Village's agreement to permit the Lessee, and the Lessee Affiliates, to enter the Premises to perform the Buildout Work contemplated by this Agreement, the Lessee agrees as follows:

A. Lessee, its successors and assigns shall defend, indemnify and hold harmless the Village Affiliates and each of them, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages, and claims, and all costs and expenses, including but not limited to reasonable attorney's Rents and expenses (collectively, "Losses") pursuant to any federal, state and local laws (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village Affiliates may incur from or on account of (either directly or indirectly) the Buildout Work performed hereunder, including but not limited to any Losses incurred which are based on tort law, wrongful death, and/or a personal injury claim, suit or action and/or any Losses relating to environmental or other investigation, cleanup, abatement, construction, repair, and analysis, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred relating to (i) any condition of the Premises (including the groundwater thereunder) or the existence of Hazardous Substances (herein defined as that term is defined in 42 U.S.C. §9601(14), Hazardous Waste (herein defined as that term is defined in 42 U.S.C. §6903(5)) or Petroleum (herein defined as that term is defined in 42 U.S.C. §6991(8)), on or emanating from the Premises (including the groundwater thereunder); (ii) the violation or claimed violation on the Premises (including the groundwater thereunder) of any environmental law or regulation (including civil penalties sought to be imposed by governmental authorities for such violations); (iii) any condition of any property (including groundwater) or surface water alleged to have been caused by the migration, transportation, release (as defined by 42 U.S.C. §9601(22)) or threatened release (as defined by 42 U.S.C. §9601 (22)) of Hazardous Substances, Hazardous Waste, or Petroleum on or from the Premises (including the groundwater thereunder); and the imposition of any lien for the recovery of any costs related to the migration, release, or threatened release of Hazardous Substances, Hazardous Waste, or Petroleum (or allegations of the same) on or from the Premises (including the groundwater thereunder).

B. Lessee, Lessee Affiliates and Lessee's successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and Village Affiliates, and each of them, for any claim suit, or action, whether or not well founded in fact or in law, which Lessee and the Lessee Affiliates have, or may have, arising out of the access to the Premises provided hereunder, or in any way arising out of or related to the Buildout Work or any other work conducted by Lessee or Lessee Affiliates at or on the Premises. Notwithstanding any other provision of this Agreement, as between the Village and Village Affiliates on one hand, and Lessee and the Lessee Affiliates on the other hand, under no circumstances shall the Village or Village Affiliates be liable for Losses arising from any condition on the Premises or Hazardous Substances, Hazardous Waste, or Petroleum emanating from or contained in the Premises (including the groundwater thereunder), and the duty to defend, hold harmless and indemnify under this Paragraph 4 shall apply to all such Losses.

C. Lessee understands, acknowledges and agrees that any Buildout Work undertaken by it prior to the Lease Term shall be at its sole risk and expense, and that the Village shall in no way be obligated to make reimbursement to it for such work should the Lease terminate for any reason.

5. The Village understands that this is a Temporary Access Agreement for the purpose of allowing the Lessee to effect its Buildout Work at the Premises and, therefore, the Village agrees that it is allowing the Lessee and the Lessee Affiliates access to the Premises for a period commencing upon the execution of the Lease between the parties and until such time as the Lease Term commences or is terminated, whichever is earlier. Access under this Agreement may be terminated earlier by mutual agreement of the parties.

6. The Lessee and the Lessee Affiliates shall perform the Buildout Work in a workman-like manner, and shall conduct all Work at the Premises in accordance with all applicable federal, state, county and local laws and regulations. The Lessee and the Lessee Affiliates shall take all reasonable precautions to minimize damage to the Premises from the installation of any equipment.

7. The Lessee shall be solely responsible for the storage, treatment and disposal of all materials removed from the Premises, and the Lessee shall indemnify and hold the Village harmless from and against any and all costs and liabilities relating to such materials.

8. This Agreement shall enure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, insurers, agents, servants, employees, administrators, executors, representatives and/or successors in interest of any kind whatsoever of the parties hereto.

9. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

10. In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

11. This Agreement, and the Lease, contain the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them respective to the subject matters set forth in this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein or in the Lease. No alteration, modification, change or amendment of this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by the parties.

12. In construing this Agreement and/or determining the rights of the parties hereunder, no party shall be deemed to have drafted or created this Agreement, or any portion thereof.

13. All notices required or provided hereunder shall be in accordance with the Notice provisions in the Lease.

14. The executing representatives of the parties to this Agreement represent and certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind that party to it.

LESSEE: CHILDREN'S MONTESSORI LANGUAGE ACADEMY, INC., an Illinois corporation **By: _____** **Rosalinda Turner** **Its: President** **Date:_____**	**VILLAGE OF HINSDALE** **By: _____** **Village President** **Date:_____** **ATTEST:** **By: _____** **Village Clerk** **Date:_____**

9b

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

DATE: April 29, 2016

TO: President Tom Cauley & Village Board of Trustees

CC: Kathleen A. Gargano

FROM: Christine M. Bruton, Village Clerk

RE: Agenda Item 9b – Approval of Contract between the Village of Hinsdale and the Fraternal Order of Police

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Supporting documentation for this item will be distributed on Tuesday, May 3rd.

Thank you.

9c

May 3, 2016

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Second Reading - EPS	**ORIGINATING DEPARTMENT** Public Services & Engineering
ITEM Ordinance Amending Section 7-4E (Water; General Provisions) of the Village Code of Hinsdale Relative to Waterworks and Sewerage Systems	**APPROVED** George Peluso, Director of Public Services & Engineering

Pursuant to 2014 amendments to the Lake Michigan Allocation Rules and Regulations controlled by the Illinois Department of Natural Resources (IDNR), the more than 200 units of local government that are Lake Michigan water allocation permittees must each adopt a plumbing ordinance containing provisions relating to USEPA WaterSense products and water conservation practices. The Village receives its water from Lake Michigan via the DuPage Water Commission and is therefore included in the mandate. The Village must comply with the amended permit rules or face fines up to $10,000.

WaterSense is a USEPA partnership program that seeks to promote water efficiency by providing consumers with easy ways to save water:

- New and replacement plumbing fixtures and irrigation controllers must be a labeled WaterSense product "when such fixtures are available," as specified by the USEPA. The proposed ordinance applies only to newly-installed fixtures; existing fixtures are not required to be replaced.
- WaterSense-labeled fixtures are widely available (images from big-box store attached). USEPA states that they perform as well or better than their less efficient counterparts; are 20% more water efficient than average fixtures; realize water savings on a national level; and provide measurable water savings results for homeowners.
- Currently-available fixtures include showerheads, toilets, bathroom sink faucets and accessories, landscape irrigation controllers, urinals, and pre-rinse spray valves. Additional products such as water softeners, toilet valves and landscape irrigation sprinklers are currently in draft specification.

Attached for your consideration is an ordinance amending Section 7-E of the Hinsdale municipal code to comply with these new requirements. Prior to adoption, Lake Michigan permittees were first required to gain the approval of the Illinois Department of Public Health (IDPH) for draft language for the ordinance amendment. The tentative approval from IDPH and other documents explaining the process are attached for your information.

Note that the Village had existing language within its current code that was sufficient to address the second component of the original IDNR request, which is related to restrictions on lawn sprinkling. Therefore, passage of the proposed ordinance would bring the Village into compliance with the Lake Michigan permit regulations.

Staff contacted a number of Chicago-area municipalities, all of which have passed similar ordinances (Downers Grove, Palatine, Hoffman Estates, Buffalo Grove, Libertyville). Staff recommends passage of this ordinance to comply with the Lake Michigan Allocation Rules and Regulations. The language of the ordinance includes a 60-day grace period to allow residents to install any fixtures they may have on hand prior to the effective date. The Village will engage in a public information campaign to ensure that residents are made aware of the new guidelines.

MOTION: To approve An Ordinance Amending Section 7-4E (Water; General Provisions) of the Village Code of Hinsdale Relative to Waterworks and Sewerage Systems

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

BOARD ACTION: At the April 19, 2016 of the Village Board, Trustees expressed concerns related to the necessity, timing and formatting of the proposed ordinance. The highlighted changes were made as a result of these comments, and a redline version of the existing Village code is attached.

Examples of WaterSense Products:

A: Toilet
B: Restroom Faucet

A



B



ORDINANCE NO. _____

AN ORDINANCE ADDING A NEW SECTION 7-4E-8 (WATERSENSE PRODUCTS) TO THE VILLAGE CODE OF HINSDALE RELATIVE TO USE OF WATERSENSE PLUMBING FIXTURES AND IRRIGATION CONTROLLERS

WHEREAS, the Illinois Department of Natural Resources has requested that all Lake Michigan Water Allocation Permittees adopt ordinances consistent with the recently updated Lake Michigan Water Allocation Regulations; and

WHEREAS, the Board of Trustees find and determine that it is in the best interests of the Village, its residents, and businesses, to require all new plumbing fixtures and irrigation controllers installed on properties connected to the municipal water supply system to bear the WaterSense label (as designated by the United States Environmental Protection Agency WaterSense Program), when such labeled fixtures and controllers are available.

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 herein as findings of the President and Board of Trustees.

Section 2. Water Sense Products. That Title 7 (Public Ways and Property), Chapter 4 (Waterworks and Sewerage System), Article E (Water; General Provisions) of the Village Code of Hinsdale is amended by adding a new Section 7-4E-8 (WaterSense Products), to read in its entirety as follows:

> **7-4E-8: WATER SENSE PRODUCTS:** All new plumbing fixtures and irrigation controllers installed on properties connected to the municipal water supply system shall bear the WaterSense label (as designated by the United States Environmental Protection Agency Water Sense Program), when such labeled fixtures are available.

Section 3: Effective Date. This Ordinance shall be in full force and effect 60 days after its passage and approval.

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

TITLE 7 – PUBLIC WAYS AND PROPERTIES
CHAPTER 4: WATERWORKS AND SEWERAGE SYSTEM
ARTICLE E. WATER; GENERAL PROVISIONS

7-4E-1: SUPERVISION:
7-4E-2: PERMIT REQUIRED:
7-4E-3: USE OF FIRE HYDRANTS:
7-4E-4: INJURY TO WATER UTILITY:
7-4E-5: EXCAVATION NEAR WATER MAINS:
7-4E-6: LAWN SPRINKLING RESTRICTIONS; PENALTIES:
7-4E-7: FLUORIDE:
[NEW] 7-4E-8: WATER SENSE PRODUCTS:

7-4E-1: SUPERVISION:

The system of water mains and pipes, softening plant, pumping station, grounds, buildings and appurtenances thereto shall be under the administrative control of the director of public services subject to the recommendations to the director of public services by the utilities commission as approved by the village president and board of trustees and to the direction and authority of the village president and board of trustees. (Ord., 8-2-1966)

7-4E-2: PERMIT REQUIRED:

No person shall in any way use or take water for private use from the village water system or from any pipes or systems connected therewith whether located inside or outside the village limits, unless such consumer has first applied to the village for service and has received a permit from the director of public services.

Before any excavation or other construction work is started for the purpose of supplying water to any premises, application shall be made and a permit issued by the director of public services, allowing the installation of the water service. Said permit shall only be issued by the director after the payment of all fees required for water services. (Ord., 2-4-1975)

7-4E-3: USE OF FIRE HYDRANTS:

No person, except a regularly authorized agent of the village shall cause water to flow from any public or private fire hydrant, except that a person other than such an agent of the village may operate and use water from a fire hydrant only after a written permit has been issued by the director of public services permitting such use and only after suitable arrangements, approved by the director, for payment for such water used have been made. (Ord., 8-1-1972)

7-4E-4: INJURY TO WATER UTILITY:

No person, other than a regularly authorized agent of the village in line of duty shall interfere in any manner with any public or private fire hydrant, water main, main line valve or box or commit any act tending to obstruct the use thereof without first obtaining a permit from the director of public services. No person shall wilfully or carelessly break, injure, mar, deface, interfere with or

disturb the walls, fixtures, buildings, machinery, apparatus, fencing, reservoirs, storage tanks or any of the appurtenances of the water system. (Ord., 8-1-1972)

7-4E-5: EXCAVATION NEAR WATER MAINS:

Any person making an excavation in the vicinity of existing mains shall be fully responsible for any damage or leakage to or from said water mains and shall repair immediately such damage or leakage to the satisfaction of the director of public services and upon failure to do so shall be subject to the penalties provided herein. (Ord., 8-1-1972)

7-4E-6: LAWN SPRINKLING RESTRICTIONS; PENALTIES:

A. General Lawn Sprinkling Restriction: Except as provided in subsections B and C of this section, lawn sprinkling shall be permitted from May 15 through September 15 only between the hours of six o'clock (6:00) A.M. and ten o'clock (10:00) A.M. and the hours of six o'clock (6:00) P.M. and ten o'clock (10:00) P.M. and only on the following days:

1. Even numbered street addresses: Even numbered calendar days.

2. Odd numbered street addresses: Odd numbered calendar days.

3. No sprinkling shall be permitted on May 31, July 31, and August 31.

B. New Grass Seed Or Sod: Notwithstanding the restrictions stated in subsection A of this section, the village manager, on the written request of a property owner or her or his agent, may issue a temporary permit allowing sprinkling of a lawn with new grass seed or sod. The temporary permit shall be issued only on a finding by the village manager that sprinkling is necessary to protect the new seed or sod from damage due to inadequate water. A temporary permit may be issued for a time period not exceeding thirty (30) days. The temporary permit must be prominently displayed on the affected property in a location visible from an adjacent street. The village manager may impose conditions and limitations on a temporary permit as the village manager deems necessary or appropriate. No fee shall be charged for a temporary permit.

C. Additional Sprinkling And Water Use Restrictions: In addition to the restrictions stated in subsection A of this section, the village manager may impose any one or more of the following additional restrictions on sprinkling if the village manager determines that such restrictions are necessary or appropriate to protect the village's water supply system:

1. A further reduction of allowable lawn sprinkling hours; or

2. Limitations on the watering of shrubs, trees, ornamental plants, gardens, or other vegetation; or

3. A complete ban on all outside water usage, including, without limitation, lawn sprinkling and car washing except by commercial car washing businesses.

D. Violations; Penalties: It shall be unlawful to violate any restriction imposed by, or pursuant to, this section. Each day on which a violation occurs shall be deemed a separate violation of this section. Each violation shall be punishable by a fine up to two hundred dollars ($200.00), according to the following schedule:

1. First violation in any calendar year: Warning citation, no fine.

2. Second and subsequent violations in any calendar year:

Description Of Violation	Pay In 10 Days	Pay In 20 Days	Pay After 20 Days
First violation in 30 day period	$ 25 .00	$ 35 .00	$ 50 .00
Second violation in 30 day period	50 .00	70 .00	100 .00
Third and additional violation(s) in 30 day period	100 .00	140 .00	200 .00

The time periods set forth in this table run beginning on the day after the date of issuance of the citation. If payment is not made within thirty (30) days after the date of issuance of the citation, then a court appearance shall be required. (Ord. O2005-53, 11-15-2005)

7-4E-7: FLUORIDE:

A. Findings: Based upon studies of the special committee of the village board appointed to study water, fluoride and based on public hearings, the village president and board of trustees hereby find that it is in the interests of public health that steps for the introduction of fluoride in a concentration adequate for safety be taken.

B. Fluoride To Be Added: Fluoride shall be added to the village water supply in quantities sufficient to maintain in the entire village an optimum fluoride level of one (1.0) part per million parts of water. Said fluoride shall be added in accordance with regulations prescribed by the Illinois department of health and the department of public services of the village.

C. Effective Date: This section shall be in full force and effect upon its passage and approval September 7, 1965, as provided by law. (Ord., 8-2-1966)

7-4E-8: WATER SENSE PRODUCTS:

All new plumbing fixtures and irrigation controllers installed on properties connected to the municipal water supply system shall bear the WaterSense label (as designated by the United States Environmental Protection Agency Water Sense Program), when such labeled fixtures are available.

ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Bruce Rauner, Governor
Wayne A. Rosenthal, Director

May 5, 2015

Dear Lake Michigan Water Allocation Permittees,

On March 31, 2015, the Department sent out an email requesting that all Lake Michigan Water Allocation Permittees adopt and submit revised ordinances/building codes consistent with the Department's recently updated Lake Michigan Water Allocation Regulations; in particular, Section 3730.307 (c) subparts 4 and 8. The revised language includes a requirement that new and replacement plumbing fixtures and irrigation controllers on sprinkler systems be a labeled WaterSense product, as specified by the USEPA.

IDNR has coordinated with the Illinois Department of Public Health (IDPH) to ensure our rules are consistent with IDPH's rules implementing the Illinois Plumbing Code. IDNR and IDPH have crafted sample ordinance language that will meet both requirements. The sample ordinance language reads as follows:

Pursuant to 17 Ill. Admin. Code 3730.307(c)(4) and subject to the Illinois Plumbing Code (77 Ill. Admin. Code 890) and the Lawn Irrigation Contractor and Lawn Sprinkler System Registration Code (77 Ill. Admin. Code 892), be it hereby ordained that in the City/Village/County of XXXXX, all new plumbing fixtures and irrigation controllers installed after the effective date of this ordinance shall bear the WaterSense label (as designated by the U.S. Environmental Protection Agency WaterSense Program), when such labeled fixtures are available.

Prior to adopting this ordinance, you must first submit it to the IDPH for their approval. An IDPH submittal form and a description of the approval process are attached for your use. If your proposed ordinance is consistent with the substance in the sample ordinance above, it should receive IDPH approval.

In addition, all permittees are still required to adopt and submit a second ordinance consistent with the Department's revised language concerning non-essential outside water use (Section 3730.307 (c)(8)):

8) The adoption of ordinances that restrict non-essential outside water uses to prevent excessive, wasteful use. These shall provide that unrestricted lawn sprinkling will not be allowed from May 15 through September 15 or each year by requiring, as a minimum, that lawn sprinkling shall not occur on

consecutive days nor shall any lawn sprinkling occur during at least a 6 hour period in the middle of the day (i.e., 10 a.m. through 4 p.m., noon to 6 p.m.) when evapotranspiration is at its highest. New lawns (less than 3 months old) may be exempted from this provision.

Adoption of an ordinance consistent with this language will not require prior approval of IDPH.

I apologize for any confusion and additional work this extra step will cause. All Lake Michigan water allocation permittees that are units of local government should submit their revised ordinances to the Department by September 30, 2015. If you have any questions, please contact Cara Adkins at 312.814.8579 or cara.n.adkins@illinois.gov.

James P. Casey
IDNR/OWR
Lake Michigan Management Section
160 N. LaSalle Street, Suite S-703
Chicago, IL 60601
(312) 793-5947
(312) 793-5968 fax
James.casey@illinois.gov

IDPH
ILLINOIS DEPARTMENT OF PUBLIC HEALTH
525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

February 1, 2016

George Peluso
Director, Public Services
18 E. Chicago Avenue
Hinsdale, Illinois 60521

RE: Draft Ordinance Submittal Review
Village of Hinsdale

Dear Mr. Peluso:

The Illinois Department of Public Health ("IDPH" or "Department") has reviewed the submittals provided by the Village of Hinsdale (the "Village"), received on January 29, 2016, for local ordinances related to the Illinois Plumbing Code (the "Code"; 77 Ill. Adm. 890). Pursuant to Section 36 of the Illinois Plumbing License Law (the "Law"; 225 ILCS 320/36) and Section 750.800(b) of the Illinois Plumbers Licensing Code (68 Il. Adm. Code 750.800(b)), IDPH is authorized to review and approve proposed ordinances of governmental units related to the design of plumbing materials and the operation and maintenance of plumbing systems. The Village's proposed local amendments have been individually reviewed and the following are tentatively approved by the Department:

- All new plumbing fixtures and irrigation controllers installed on properties connected to the municipal water supply system shall bear the WaterSense label (as designated by the United States Environmental Protection Agency WaterSense Program), when such labeled fixtures and controllers are available.

To proceed please provide your tentatively approved local ordinances to your village council for adoption. Once adopted the Village of Hinsdale shall provide a certified copy of the adopted ordinance, accompanied by a letter acknowledging that IDPH-approved ordinances are subject to Section 750.800 of the Plumbers Licensing Code, to IDPH. Whereupon, IDPH will issue Certificates of Approval for the IDPH-approved local ordinance amendments.

Please refer any questions concerning the approval process to Darrah Dunlap, Public Health Policy Analyst, at darrah.dunlap@illinois.gov or 217-785-2065.

Best Regards,

Justin DeWitt, P.E., LEED AP
Chief, General Engineering

10a

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

DATE: May 3, 2016

TO: President Cauley and the Village Board of Trustees

CC: Kathleen A. Gargano, Village Manager

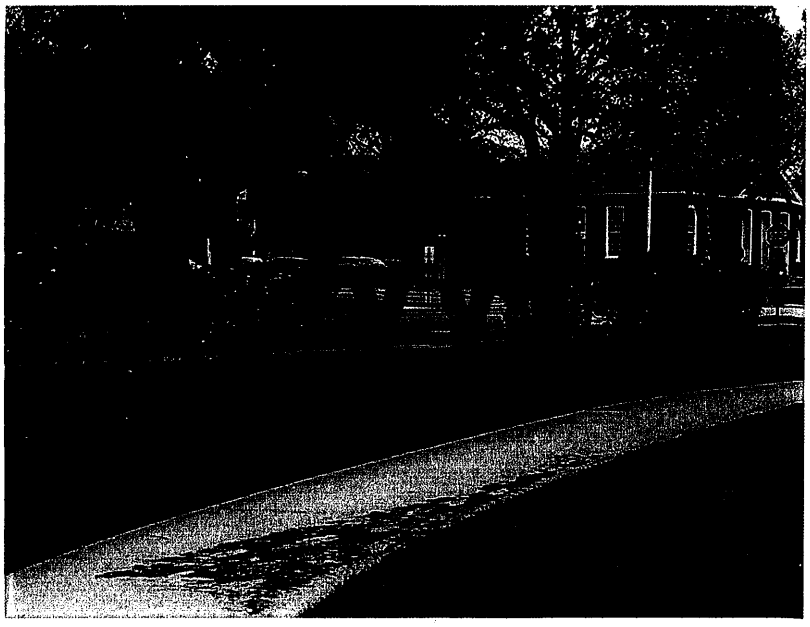
FROM: Emily Wagner, Administration Manager

RE: Discussion Item: Chamber of Commerce In-Kind Services

Based on last year's use of the Memorial Building restroom facilities during the Uniquely Thursday concert series, the Chamber of Commerce and the Village have solicited quotes for portable restroom services in Burlington Park. The proposal includes one standard restroom unit and one ADA restroom unit. Both units would be delivered during the day on Thursday of the concert and removed on the following Friday. The duration of services is for nine weeks (the Chamber has already secured portable restroom facilities for the Fine Arts Festival and those restrooms can service the Uniquely Thursday event that week).

Two quotes were procured, and the lowest price is $1,440 for nine weeks. The Village has proposed to the Chamber a 50/50 cost sharing model in which each organization would provide $720 for services. The Chamber of Commerce has agreed to this arrangement.

The following picture demonstrates the proposed location for the portable restrooms on the northeast side of Burlington Park near Chicago Avenue. The Xs represent the proposed restroom placement.



Hinsdale
SHOP • DINE • DISCOVER
CHAMBER of COMMERCE

Village of Hinsdale
Tom Cauley, Village President and Board of Trustees
19 E. Chicago Avenue
Hinsdale, IL 60521

April 18, 2016

Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce would like to thank the Village Board and staff for your dedication and continued support in an effort to enhance and maintain a healthy vibrant Hinsdale business community. Hinsdale continues to develop and prosper; touted as a "destination" shopping location the entire community can be proud of. In those efforts the Chamber appreciates our partnership and strong working relationship we have established with the Village of Hinsdale in order to produce the annual community special events planned for 2016.

As the summer months are close at hand, the Chamber has been hard at work coordinating all aspects of the traditional seasonal events soon to launch.

Enclosed is a copy of the Chamber's proposed calendar for 2016 including Special Events dates and specific requests for assistance in order to host and conduct the safest, finest and orderly run activities possible for our local residents and the surrounding area visitors. The Chamber is requesting permission from the Village of Hinsdale to promote and conduct these annual events on the dates suggested. We look forward to another successful special event season and we are honored to host them each and every year.

Thank you for your consideration,

Nancy Keegan, Chairman of the Board
Hinsdale Chamber of Commerce

cc: Kathleen Gargano; Village Manager
Chairman John Karstrand & Economic Development Commissioners

Hinsdale
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CHAMBER of COMMERCE

Hinsdale Chamber of Commerce
2016 Schedule of Events

June 11 - 12 **HINSDALE FINE ARTS FESTIVAL**, Saturday and Sunday, in Burlington Park, 10:00 a.m. – 5:00 p.m. both days. Over 135 juried artists take to the park for this wonderful, eclectic art show. Music, children's activities, giveaways and more.

June 9 - August 11 **UNIQUELY THURSDAYS,** Thursday evenings, 6:00 – 9:00 p.m., in Burlington Park, located between Garfield and Washington Streets on Chicago Avenue. Live music by some of the Midwest's top bands. Food vendors, sponsor giveaways, family fun each Thursday night in Hinsdale.

June 6 - October 10 **FARMER'S MARKET**, Mondays only, in Burlington Park, located between, Garfield and Washington Streets on Chicago Avenue. From 7:00 a.m. to 1:00 p.m. Over 25 vendors displaying the area's finest home grown, home spun products.

July 8 & 9 **SIDEWALK SALE**, Friday and Saturday, on sidewalks in front of participating businesses, from 9:00 a.m. to 5:00 p.m, both days.

September 17 **MERCHANTS GARAGE SALE** – in the Public Works Garage- Saturday from 9:00 a.m. to 4:00 p.m. for the general public. No junk, no joke! Come early to get up to 75% off!

October 22 **HINSDALE FALL FESTIVAL** – Saturday in Burlington Park, 11:00 a.m. – 2:00 p.m. In conjunction with the Village of Hinsdale – Halloween fun in downtown Hinsdale.

December 2 **CHRISTMAS WALK** – Friday, from 4:00 p.m. to 8:00 p.m. in all business districts – downtown, Grant and Gateway Squares. Merchant's stores open to celebrate the holiday season with customers and visitors to Hinsdale. Live music, trackless train, ice carvers, costume characters, giveaways and more!

**events and/or scheduled dates subject to change upon approval of the Chamber Board of Directors.*

BANNER DISPLAY REQUEST 2016

RE: Fine Arts Festival, Farmers Market, Merchant Sidewalk Sale, Uniquely Thursdays, Merchant Garage Sale, and Christmas Walk banners

This letter is to request banner location and installation in the Village of Hinsdale for the upcoming Chamber Special Events.

Requested horizontal banner placement for the following events:

Farmers Market to be placed Monday, June 12 (train depot after Fine Arts Event)
Fine Arts Festival to be placed Monday, May 23 to June 13
Uniquely Thursdays to be placed Thursday, May 23 (train depot)
Merchant Sidewalk Sale to be placed Friday, June 24 to July 11
Merchant Garage Sale to be placed Friday, September 2 to September 19
Christmas Walk to be placed Friday, November 18 to December 5
Storybook Banners to be placed Friday, November 18 to December 30

*Ogden and York (Sidewalk & Garage Sale)

*Brush Hill Train Depot

*Burlington Park – (Fine Arts Festival Only)

*Corner of 55th and Garfield - (Sidewalk & Garage Sale)

*55th and County Line Road - (Sidewalk & Garage Sale)

Additional request for vertical/lamppost banner installation for the following events:

Farmers Market: Monday, May 16
Fine Arts Festival: Monday, May 16 to June 13
Uniquely Thursdays: Monday, June 13
Christmas Walk: Friday, November 11 to December 5
Storybook Banners to be placed Friday, November 18 to December 30 (special six week campaign)

We look forward to the Village's reply. Thank you for your time in advance.

Best Regards,

Jan Anderson
President & CEO,
Hinsdale Chamber of Commerce

HINSDALE
Fine Arts Festival

Hinsdale
SHOP • DINE • DISCOVER
CHAMBER of COMMERCE

Village of Hinsdale Board of Trustees
Thomas Cauley, Jr.; Village President
19 E Chicago Ave
Hinsdale, IL 60521

Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce has begun work on the 43rd Annual Hinsdale Fine Arts Festival scheduled for Saturday and Sunday, June 11th & 12th, 2016. The Fine Arts Festival Committee wishes to make the annual request for permission from the Village of Hinsdale to close the portion of Chicago Avenue between Garfield Street and Washington Street beginning Friday, June 10th at 9:00 a.m. until Sunday, June 12th at 6:00 p.m.

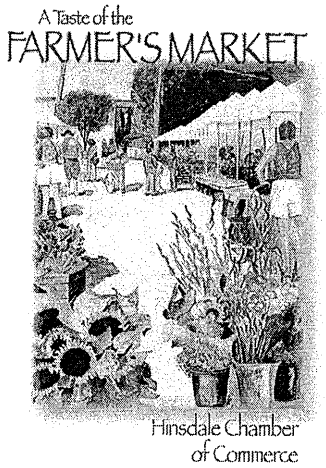
Traditionally, the committee's additional requests of the Village are as follows:

- Allow the Hinsdale Memorial Building restrooms to remain open to the public for the duration of the festival.
- Provide twelve additional trash receptacles within the festival area, to be emptied periodically throughout Saturday and Sunday.
- Provide ten tables and eight chairs for the information booth.
- Provide a hose hook-up for the food concession.
- Schedule grass to be cut and park marked two days prior to event set-up.
- Permission to post promotional banners two weeks prior to the festival as requested.
- Permission to display ten (10) vertical banners on village lampposts for a maximum of three (3) weeks as requested.
- Provide a uniformed community service officer on site for both days of the event.
- Allow the participants to begin their set up process after 9:00 a.m. on Friday morning. A security guard will be provided by the Hinsdale Fine Arts Festival committee, to be present in the park in the overnight hours on Friday and Saturday evenings as an additional safety measure to the artist's equipment & materials.
- Permission to allow artists traveling with large trailers or mobile homes to park in the Public Services Garage lot overnight.
- The Hinsdale Chamber of Commerce respects and appreciates all of the support and special efforts made by the Village staff in order to promote and execute an event such as this. We are truly grateful for your consideration of these issues. You may direct any further questions to the Hinsdale Chamber of Commerce 323-3952, Thank You.

Respectfully Submitted,

Jan Anderson; Hinsdale Chamber of Commerce

Cc: Kathleen Gargano; Village Manager
John Karstrand; Economic Development Chairman



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CHAMBER of COMMERCE

FARMERS MARKET

Village of Hinsdale Board of Trustees
Thomas Cauley, Jr.; Village President
19 E Chicago Avenue
Hinsdale, IL 60521

Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce Farmers Market season will get underway on Monday, June 6, 2016 and run through October 10, 2016. The Burlington Park location provides much improved visibility for the market and it continues to grow in popularity.

The Committee wishes to request permission from the Village of Hinsdale for the following items:

- Close a portion of Chicago Avenue between Garfield Street and Washington Street from 6:30 a.m. to 2:00 p.m. on a weekly basis for the duration of the event. The time requested would allow the farmers/vendors time to setup/take down and clean up safely.
- Permission to mark the pavement for the farmer/vendor booth space locations.
- Provide a policeman or community service officer to assist in the opening and closing of Chicago Avenue.
- Post promotional vertical banners three weeks prior and horizontal banners two weeks prior to the Farmers Market opening day as requested.

The Hinsdale Chamber of Commerce appreciates and respects the continued support and special efforts made by the Village staff for the execution and assistance of Chamber events. Further questions may be directed to the Hinsdale Chamber of Commerce 630-323-3952.

Respectfully Submitted,

Jan Anderson; Hinsdale Chamber of Commerce

Cc: Kathleen Gargano; Village Manager

Hinsdale
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CHAMBER of COMMERCE



UNIQUELY THURSDAYS

Village of Hinsdale Board of Trustees
Thomas Cauley, Jr.; Village President
19 E Chicago Avenue
Hinsdale, IL 60521

Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce is planning to conduct ***Uniquely Thursdays*** for ten weeks. Celebrating our 14th season, the ***Uniquely Thursdays*** event continues to grow and successfully brings visitors and residents to Hinsdale. ***Uniquely Thursdays*** has become an established favorite and very popular event the community thoroughly enjoys and supports! The Chamber is requesting the following:

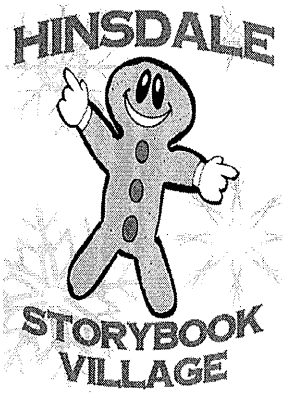
- ***Uniquely Thursdays*** event to be located in Burlington Park and is asking the Village's permission to close Chicago Avenue between Garfield Street and Washington Street each Thursday evening between 4:00 p.m. to 10:00 p.m. starting on June 9th through August 11th.
- Support of the Public Services Department, (which has proven to be a tremendous help,) the Chamber requests additional assistance from the Village of Hinsdale for the physical set-up/break down of the event equipment; tables, tent, pop-up canopies, garbage cans, ice for beer & wine products, coolers, signage and electrical & water hook-ups.
- The Chamber request assistance from the Hinsdale Police Department for the control of liquor on the premises (not sold at the event) and the assistance to prohibit outside solicitation, on event nights (10 Thursdays throughout the summer.)
- Allow the Hinsdale Memorial Building restrooms to remain open to the public for the ten week event of each Thursday evening.

If you have any questions, please do not hesitate to contact me at the Chamber Office (630) 323-3952. I thank you for your time in advance.

Best Regards,

Jan Anderson
President & CEO
Hinsdale Chamber of Commerce

CC: Kathleen Gargano; Village Manager



Hinsdale
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CHAMBER of COMMERCE

Village of Hinsdale
Village President; Tom Cauley and Board of Trustees
19 E Chicago Avenue
Hinsdale, IL 60521

Dear President Cauley and Village Board of Trustees,

The Hinsdale Chamber of Commerce is working diligently planning this year's festivities. Here is an overview of the activities we have developed.

The 51st Annual Hinsdale Christmas Walk is scheduled for Friday, December 2nd, 2016. As always, the traditional activities will include a tree lighting ceremony, carolers, Santa, and other costumed characters, merchants thanking their valued customers with goodies and treats during extended shopping hours, ice carvers, food vendors, and more.

Once again, ***Hinsdale's Storybook Village: A Gingerbread's Tale*** will revolve around "Cookie" the Gingerbread Man and his friends featuring their adventures in participating local businesses. Storybooks will be on display in storefront windows for the entire holiday season. Also, Santa will be visiting with the children every Saturday in the Gingerbread House and children may deliver their letters to Santa at the North Pole Post Office. The Chamber is requesting the North Pole Post Office and the Gingerbread Santa House to be placed on display in Burlington Park for holiday season.

The Chamber will be responsible for hosting visits with Santa on Saturday December 10th & 17th. Santa will be on site in the Gingerbread House between the hours of 11:00 a.m. to 3:00 p.m. on those Saturdays.

Promotional advertising for the event may include radio advertising, lamppost banners, street banners, posters, newsprint advertising, social media advertising, and coordinating maps & fliers related to the storybook campaign.

In support of the holiday festivities the Chamber would like to request the following items from the Village:

- Placement of Gingerbread Santa house, North Pole Post Office, and the Gingerbread Man forms in Burlington Park. Installation complete by Friday, December 2, 2016.

- Request storing Gingerbread Santa house and North Pole Post Office near public service garage off season while not on display.

- Police security in and around town on December 2, 2016 with continued security for prevention of vandalism of Santa house and Post Office throughout the season.

  Public Services support in working with the Chamber on Christmas Walk set up (i.e.) barricades at street closures. Please note: the Chamber would like to be able to close Washington Street (between Hinsdale Avenue & First Street) on Friday, December 2nd between the hours of 3:00 p.m. and 8:30 p.m.

- **Public Services and Hinsdale Police Department support in closing a portion of First Street (east of Washington Street up to the first alley-way located on the north side of First Street) on Friday, December 2nd between the hours of 3:00 p.m. and 8:30 p.m. to accommodate the delivery, setup and operation of the children's train-ride attraction.**

- Hinsdale Fire Department to provide a fire truck escort for Santa to arrive at Village Hall for the tree lighting ceremony at 5:00 p.m.

Banner placement (as requested) to be displayed at (for two weeks):

- County Line Road & 55th Street
- Northeast corner of 55th Street & Garfield Street
- Burlington Park (Chicago Avenue & Garfield Street)
- Brush Hill train station
- Shell Food Mart

Lamppost Banner placement (as requested) to be displayed (for six weeks) on designated lampposts.

We thank you for your time and consideration of this Holiday proposal. As always, we appreciate and look forward to the continued support of the Hinsdale Chamber of Commerce by the Village, its Officials and Staff.

Best regards,

Jan Anderson
Hinsdale Chamber of Commerce

CC: Kathleen Gargano; Village Manager

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

DATE: April 14, 2016

TO: President Cauley and the Village Board of Trustees

CC: Kathleen A. Gargano, Village Manager

FROM: Robert McGinnis, Community Development Director/Building Commissioner

RE: **Community Development Department Monthly Report- March 2016**

In the month of March the department issued 81 permits, including 2 new single family homes and 3 demolition permits. The department conducted 381 inspections and revenue for the month came in at just under $203,000.

There are approximately 112 applications in house, including 23 single family homes and 19 commercial alterations. There are 35 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, 79 engineering inspections were performed for the month of March 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 30 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 March 2016

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	2	3			
New Multi Family Homes	0	0			
Residential Addns./Alts.	20	15			
Commercial New	0	0			
Commercial Addns./Alts.	4	3			
Miscellaneous	29	14			
Demolitions	3	3			
Total Building Permits	**58**	**38**	**$ 170,069.00**	**$1,619,523.00**	**$ 1,657,099.00**
Total Electrical Permits	**11**	**22**	**$ 12,021.00**	**$ 148,066.00**	**$ 151,253.00**
Total Plumbing Permits	**12**	**16**	**$ 20,688.00**	**$ 249,675.00**	**$ 253,413.00**
TOTALS	**81**	**76**	**$ 202,778.00**	**$2,017,264.00**	**$ 2,061,765.00**

Citations			**$500**		
Vacant Properties	**30**				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	220	176			
Plumbing	56	41			
Property Maint./Site Mgmt.	26	56			
Engineering	79	22			
TOTALS	**381**	**295**			

REMARKS:

VILLAGE OF HINSDALE - March 2016

Name	*Ticket NO.*	*Location*	*Violation*	*Ord Fine*	*Result*
Best Quality Builders	11421	120 Minneola	Violation of delivery hours	250	250
Creber Construction	11423	516 N. Lincoln	Violation of delivery hours	250	250

Fines assessed: 500

STOP WORK ORDERS ASSESSED

Date	**SWO Issued to**	**Address**	**Reason**

SWO assessed:

MONTHLY TOTAL: 500

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

DATE: May 3, 2016

TO: Kathleen A. Gargano, Village Manager

CC: President Cauley and the Village Board of Trustees

FROM: Emily Wagner, Administration Manager

RE: April Economic Development Monthly Report

The following economic development updates are for your review:

- The Economic Development Commission (EDC) met on April 26. The next meeting is scheduled for May 24. A meeting summary was enclosed in the April 29 Manager's Notes.
- The appointment of a new member to the Economic Development Commission (EDC) is on the May 3 Village Board of Trustees agenda. Jill Sunderson, a Hinsdale resident, has indicated her interested in serving on the Commission. She will be filling a vacancy in the resident category. Her cover letter and resume are enclosed in the May 3 Village Board meeting agenda packet.
- On April 11, staff attended a Chamber of Commerce meeting to assist in reviewing the Chamber's bylaws. Staff volunteered to participate on this committee. The next bylaw review meeting is May 2.
- On April 27, Village staff met with representatives of Chase Bank. Chase Bank is interested in opening a second location in Hinsdale preferably in the downtown region (Chase Bank has a branch at 400 E. Ogden Ave.). Staff suggested 111 S. Lincoln as a possible site as the location is zoned O-2 (banks require a special use permit in the O-2, and Chase Bank is aware of this fact). Chase Bank indicated they the preferred a downtown location, but staff informed them that the Village code prohibits banks on the first floor in the business district. The existing banks in the B-2 have been "grandfathered" into the Village code.
- On April 27, Village staff (Village Manage and Administration Manager) met with the commercial broker who represents Garfield Crossing. While specific retail store names are not available, the broker indicated that progress is being made with regard to filling the vacancies.
- The Village extended an offer to a candidate for the Economic Development/Finance Clerk position, and it was accepted. Anna Devries is currently working for the Village of Homewood. She has a background in marketing, special events, accounting and economic development. Her first day is May 9.
- The Chamber of Commerce's list of requested Village service for the 2016 event season is a discussion item on the May 3 Village Board of Trustees agenda.

11c

MEMORANDUM

TO: President Cauley and the Board of Trustees

FROM: Dan Deeter, PE

DATE: May 03, 2016

RE: Engineering March 2016 Monthly Report
Executive Summary

Oak Street Bridge Replacement Engineering Phase III (Construction)

- Kenny Construction removed the concrete deck forms during the nights of 04/22-23/16. They will complete the task during the night of 04/29-30/16. Notices have been sent to residents in the vicinity.
- The permanent fencing on the bridge was installed during the week of 04/18/16.

MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: May 03, 2016
RE: Engineering March 2016 Monthly Report

The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three and a half Engineering employees performed 79 construction site inspections or drainage complaint inspections in March. In March, staff submitted four reports to the Illinois EPA before their respective deadlines. These are the four monthly Discharge Monitoring Reports (DMRs) for each of the Village's Combined Sewer Overflow (CSO) locations.

The following capital improvement projects and engineering studies are underway:

Oak Street Bridge Replacement Engineering Phase III (Construction)

- The permanent fencing on the bridge was installed during the week of 04/18/16.
- Perimeter fencing on the southeast and southwest side of the bridge was installed in April 2016.
- Top soil placement and finished grading of pervious areas around the bridge continued in April 2016.
- Installation of landscaping began throughout the project in April 2016.
- Kenny Construction anticipates the following activities to be conducted in May 2016 (all activities are weather dependent)
    - Additional concrete staining of the concrete stone-formed areas
    - Seeding and placement of sod
    - Lining of sanitary sewer structures
    - Relocation of parking on Hillgrove Avenue

Woodlands Green Infrastructure Improvements

- The contractor will provide two years of rain garden maintenance to establish native plantings. For Phase 1, the agreement expired in the spring of 2015. For Phase 2, the agreement extends through the fall of 2016. Public Services has contracted for ongoing maintenance of the Phase 1 rain gardens.
- Objectives:
    - Reconstruct roads in Phase 3 to the Woodlands road standard.

- Provide improved stormwater management through green infrastructure which is separate from the existing sanitary sewers. Improve drainage in Localized Drainage Area #65.
- Replace water mains and sanitary sewers.

- Areas to be improved:
  - Woodside Avenue from County Line Road to the east end
  - Sixth Street from County Line Road to Princeton Road
  - Dalewood Lane from Sixth Street to the east end
  - Bittersweet Lane from the west end to the east end
  - Princeton Road from Woodside to Bittersweet Lane
  - Harding Road from Bittersweet Lane to Seventh Street
- Project Status
  - John Neri Construction Company (Neri) began construction on 03/23/16 with placement of tree protection fencing, installation of traffic control signage, and grinding of bituminous roads in preparation for utility installation. Neri has divided the project into two phases:
    - Phase 1 starting on 03/23/16 includes
      - Woodside Avenue — County Line Road to the east end
      - Princeton Road — Woodside to Bittersweet
      - Bittersweet Lane — west end to east end
    - Phase 2 estimated to start in late June 2016 includes
      - Sixth Street — County Line Road to Princeton Road
      - Dalewood Lane — Sixth Street to east/south end
      - Harding Road — Bittersweet Lane to Seventh Street
  - Three crews have been dedicated to installing underground utilities. They have completed the installation of sanitary sewer and are completing the installation of water main in Phase 1. The third crew has installed storm sewer on Harding Road from Bittersweet to Seventh Street.

2016 Roadway & Infrastructure Project

- First Street between Park and Elm. H. Linden & Sons ("Linden") has completed all underground work (water and storm sewer) during the week of 04/18/16 and is working on road excavation and placement of the aggregate base course. They will place the Portland cement concrete structures (curb & gutter, driveways, and sidewalks) after the road base.
- N. Vine Street. Linden continues to work on storm sewer on N. Vine Street. By 05/06/16, Linden anticipates the storm sewer construction will be complete. They will then begin road excavation the week of 05/09/16.
- Objectives:
  - Separate combined sewer flows into the storm sewer and sanitary sewers on N. Vine Street as part of the Village's 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

Graue Mill Flood Protection Project

- Phase 1B. DuPage County is coordinating to install the flood gate at the south end of the underground garage of 1401 Burr Oak Road (commonly known as "Building B") in May 2016.
- Phase 2B. DuPage County is preparing to go out to bid for flood proofing of buildings 1 & 2, the two townhome buildings on S. Indian Trail Road.
- Phase 3A. Next week, Christopher B. Burke Engineering Ltd. (CBBEL) will be submitting the plans for the compensatory storage area on the Forest Preserve Property to DuPage County for permit.
- Phase 3B. The remaining flood proofing (those flood proof measures that can only be built after Phase 3A is complete) will be submitted to DuPage County for permitting during the week of 05/09/16.

State and Federal Funding Opportunities

A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

The annual Surface Transportation Program (STP) grant application process through the DuPage Mayors and Manager's Council (DMMC) to IDOT opens on 06/16/16 and closes on 08/05/16. In the past, funding for approved projects is typically provided at the end of the six-year funding window. This year the DMMC Transportation Technical Committee is recommending that funding for projects should be provided earlier in the funding window to provide more timely improvements.

Other Engineering Activities in the Area

Small Municipal Separate Storm Sewer Systems (MS4) Permit. On 02/10/16, the Illinois EPA issued a new general permit (ILR40) addressing Small Municipal Separate Storm Sewer Systems. This new permit is effective 03/01/16. According to the Village's environmental consultant, Jim Huff, this new permit "kicks it up a notch" and will require substantially more resources from the Village. Some milestones staff is working towards include:

- 05/30/16 – Submit a Notice of Intent (NOI) including an outline of the proposed best management practices to the Illinois EPA.
- Updating the Village MS4
- 08/26/16 – The Village should comply with the provisions of the new permit.

National Pollution Discharge Elimination System (NPDES) Permit No. IL0066818. On August 5, 2015, the Illinois EPA issued Permit No. IL0066818 to the Village of Hinsdale for operation of our combined sewer system. Staff is working on meeting the following milestones associated with this permit:

- 05/05/16 – Conduct a public information meeting addressing the updated Pollution Prevention Plan and the Operations & Maintenance Plan for the Combined Sewer System.
- 07/05/16 – Submit the public information meeting summary to the Illinois EPA.
- 08/15/16 – Submit the Pollution Prevention Certification and CSO Operational Plan Checklist and Certification to the Illinois EPA.

Central Tri-State Tollway Improvement Planning. 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 and Trustee LaPlaca met with Tollway representatives on 04/25/16 to discuss Tollway ideas for reconstruction of the BNSF bridge over I-294. Meeting minutes will be provided by the Tollway.
- The tollway is in the very early planning stages of the project. The 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

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

DATE: April 26, 2016

TO: Thomas K. Cauley, Village President
Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: Rick Ronovsky, Fire Chief

REF: Executive Summary – Fire Department Activities for April 2016

In summary, the Fire Department activities for March 2016 include responding to a total of 170 emergency incidents. Fire related incidents totaled 49 responses, Emergency Medical related incidents totaled 85 responses, and Emergency/Service related incidents totaled 36 responses. The average time from when we receive an emergency call to when our first unit is responding is 1 minute and 15 seconds. The average response time from when we receive an emergency call to the arrival on the scene is 4 minutes and 35 seconds.

During the month, dollar damages from fire totaled an estimated $1,250. On March 5, we were called to a residence in the 800 block of South Grant Street to investigate an odor in the basement of a home. When we arrived, members found a fire in the sump pump pit. The fire was quickly extinguished and there were no injuries. Damage was estimated at $1,000. The remaining monthly dollar damage was the result of a small fire in the laundry room of a residence in the 100 block of East Sixth Street when a basket of clothes was placed on a light fixture.

Paramedics on duty March 5 responded to Manor Care on Ogden Avenue for a person not breathing. On arrival, members found a patient without a pulse or respirations. Members provided advanced care and transported to Hinsdale Hospital restoring the person's pulse and respiration when they arrived at the hospital.

With the assistance of the Cook County Department of Homeland Security and the Northeastern Illinois Public Safety Association (NIPSTA), we hosted the National Incident Management System level 300 and 400 classes. These classes are required for all Village administrative personnel involved in emergency management functions. Funding was provided to us at no cost through the above agencies.

In March, we continued to work with the Board of Fire and Police Commissioners on the entry level Firefighter/Paramedic testing process. Applications were available beginning in April with a projected completion date of the process toward the end of July.

Hinsdale Fire Department Monthly Report March 2016



Emergency Response

In **March**, the Hinsdale Fire Department responded to a total of **170** requests for assistance for a total of **537** responses this calendar year. There were **14** simultaneous responses and **one** train delay this month. The responses are divided into three basic categories as follows:

Type of Response	*March 2016*	*% of Total*	*Three Year March Average 2013-2014-2015*
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	*49*	*29%*	*79*
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	*85*	*50%*	*82*
Emergency: (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	*36*	*21%*	*40*
Simultaneous: *(Responses while another call is on-going. Number is included in total)*	*14*	*8%*	*40*
Train Delay: *(Number is included in total)*	*1*	*.6%*	*9*
Total:	*170*	*100%*	*201*

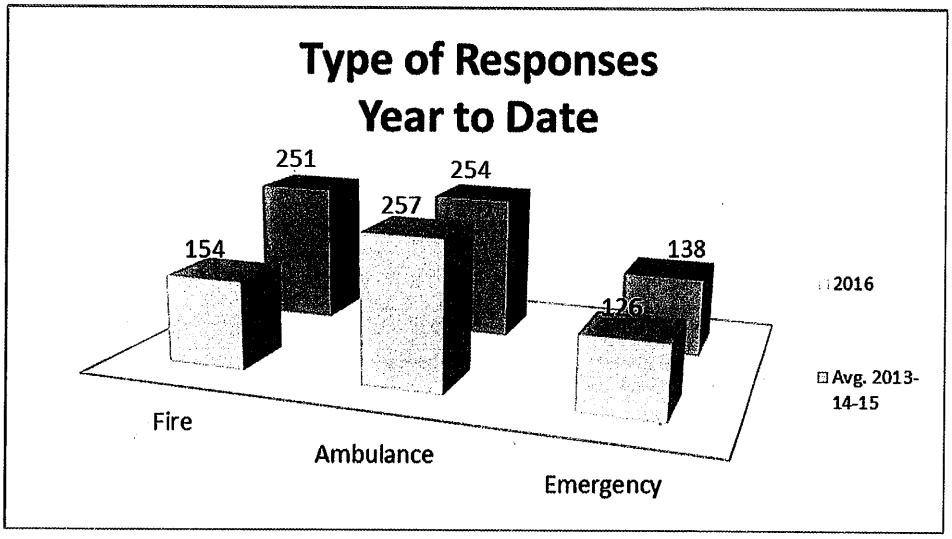
Year to Date Totals

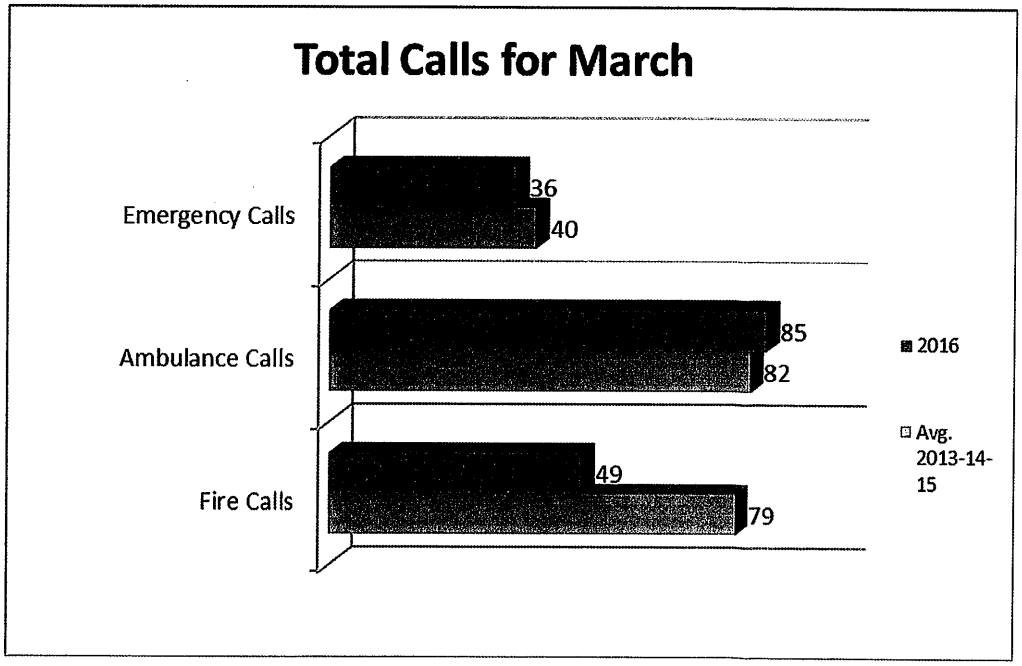
Fire: 154 **Ambulance: 257** **Emergency: 126**

2016 Total: 537 **2013-14-15 Average: 643**

Hinsdale Fire Department Monthly Report March 2016

Emergency Response

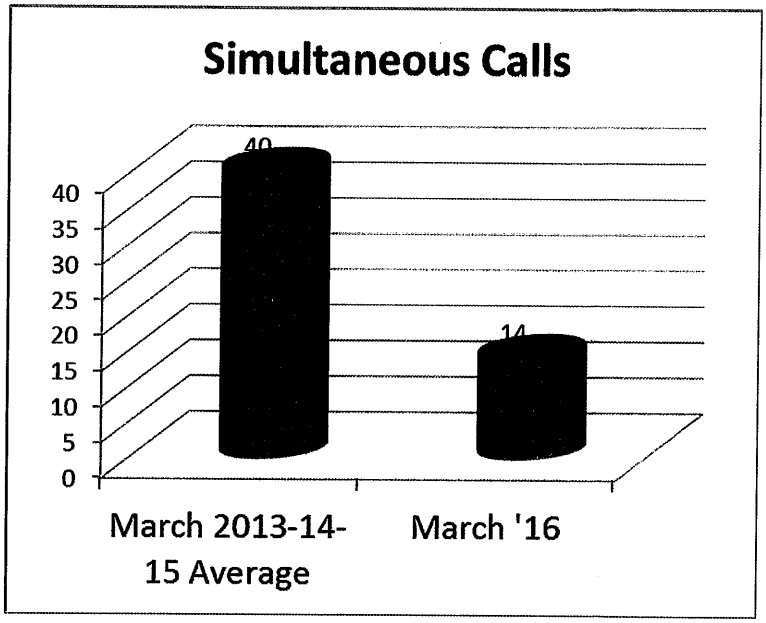


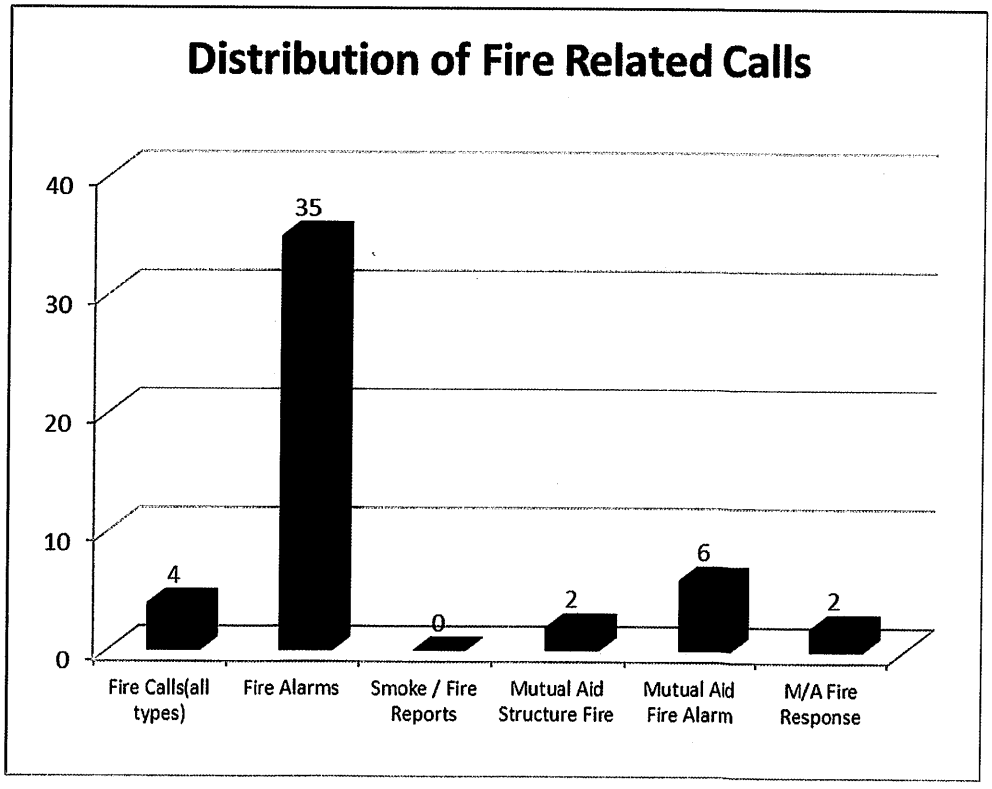


Hinsdale Fire Department Monthly Report March 2016



Emergency Response



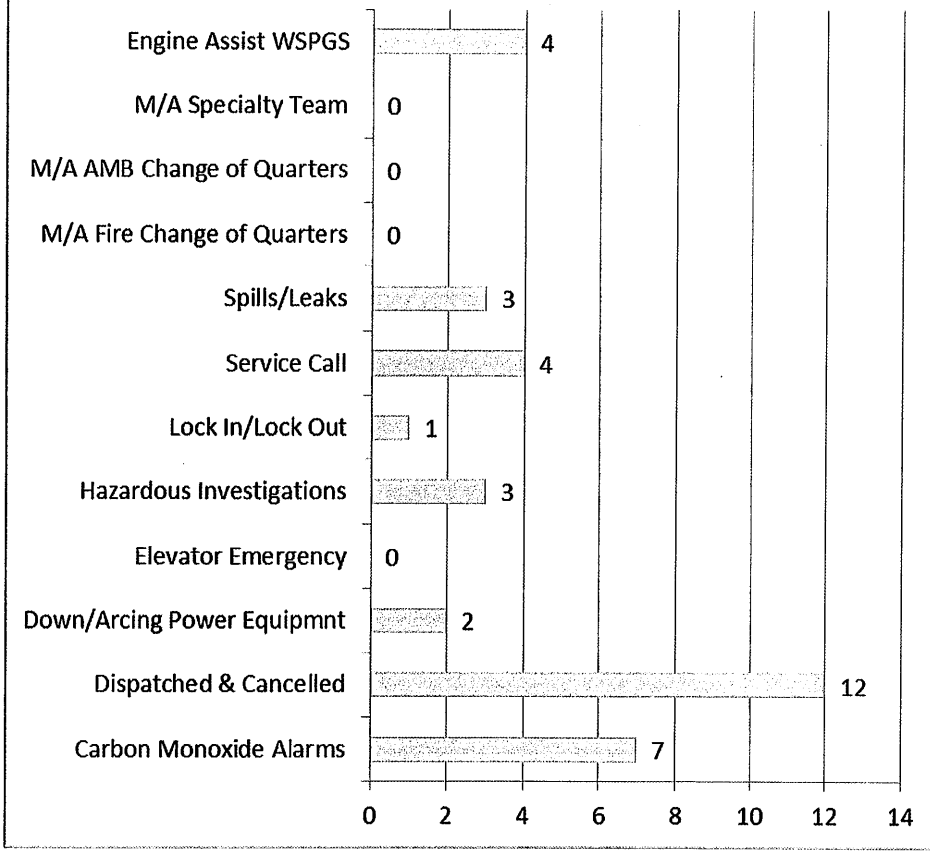


Hinsdale Fire Department Monthly Report March 2016

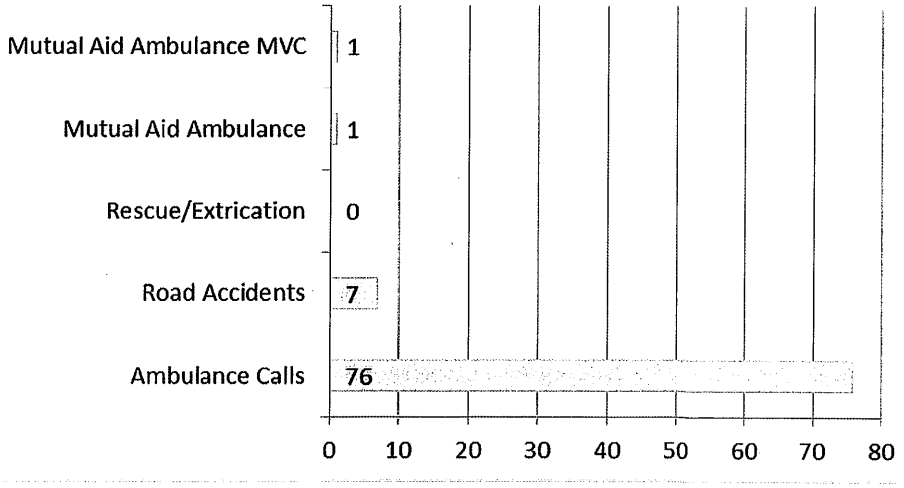


Emergency Response

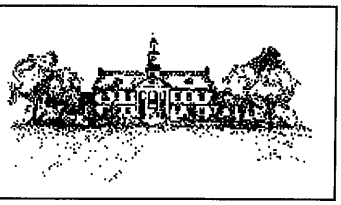
Distribution of Emergency Related Calls



Distribution of EMS Related Calls



Hinsdale Fire Department Monthly Report March 2016



Incidents of Interest

March 5 – members responded to Manor Care Health Care for a person who was not breathing. Upon arrival, members found this person without a pulse or respirations. Members provided advanced life support care and transported to Hinsdale Hospital restoring the patient's pulse and respiration upon arriving at the hospital.

March 5 – members responded to the 800 block of South Grant to investigate an odor in the home. Upon arrival, members found a fire inside the sump pump pit in the basement. Fire was quickly extinguished. Members cleared smoke from the residence and made sure that the home was safe. The cause was determined to be a malfunction of the sump pump motor. There were no injuries, damage estimated at $1,000.

March 6 - members responded to northbound Interstate 294 at milepost 27 for a vehicle versus truck accident. One person was transported to Hinsdale Hospital with non-life threatening injuries.

March 7 – members responded to northbound Interstate 294 at milepost 26.5 for a three vehicle accident. One person was transported to Hinsdale Hospital with non-life threatening injuries.

March 7 – members responded to a residence in the 600 block of South Bruner Street for carbon monoxide alarm activation. Members found that the furnace was leaking causing fumes throughout the home. Furnace secured, house cleared, and resident advised to have the unit serviced. Nobody was injured.

March 7 – members responded to a residence in the first block of South Monroe Street for a natural gas odor inside the home. Upon arrival, members found a gas grill leaking into the home. Gas supply secured and resident advised to seek repairs. Nobody was injured.

March 10 – members responded to an activated fire alarm at Hinsdale Hospital. Upon arrival, members found the activation was caused by an electrical fixture shorting out. Members assisted hospital staff in securing the fixture. There were no injuries, or damages. Clarendon Hills, Western Springs and Oak Brook assisted.

March 13 – members responded with an engine to assist Clarendon Hills with an activated fire alarm at the Birches Assisted Living Center. Upon arrival, members found a dryer on fire on the second floor. Our crew assisted in fire extinguishment and investigating the cause of the fire.

March 13 – members responded to a residence in the 600 block of South Adams Street for an odor of natural gas in the home. Upon arrival, members found a dryer leaking natural gas. Gas service was secured and resident advised to have the unit serviced. Nobody was injured.

March 20 – members responded to a residence in the 100 block of East Sixth Street for a report of an odor of smoke in the laundry room. Upon arrival, members found a basket of clothing smoldering on a light fixture. Members quickly extinguished the fire. Smoke was cleared from

the home. There were no injuries, and damage estimated at $250. Clarendon Hills and Pleasantview assisted.

March 24 – members responded to a residence the first block of South Madison Street for a reported kitchen fire. Upon arrival, members found burnt food in the microwave oven. Members secured the microwave oven and removed the smoke from the home. There was no damage noted, and there were no injuries. Clarendon Hills, Western Springs, and Oak Brook assisted.

March 26 - members responded to a residence in the 500 block of North Grant Street for a child struck by a vehicle. One child was transported to Hinsdale Hospital with non-life threatening injuries.

March 26 – members responded to northbound Interstate 294 at milepost 26.5 for a vehicle versus motorcycle accident. One person was transported to Hinsdale Hospital with serious but non-life threatening injuries.



Hinsdale Fire Department Monthly Report March 2016



Training/Events

During March, members conducted regular daily training on equipment and apparatus familiarization and maintenance, driver's training, vehicle operations, review of tactics and strategies at the AT&T Building and the Eve Assisted Living Center, hose advancement at 7 Salt Creek Lane, and infection control practices.

All personnel completed the annual review of self-contained breathing apparatus. This included re-fitting each member's face piece.

All personnel completed the annual department fitness evaluation.

Lt. Carlson and Firefighters Newberry, Karban, Smith, Ziemer, Patitucci, Nichols, Skibbens, and Wilson completed training through the Good Samaritan EMS System on the updates for EMS Preceptors and Instructors.

Lt. Carlson attended the pilot training class - Fire Officer Leadership and Decision Making at the University of Illinois Fire Service Institute.

Lt. Carlson attended Fire Inspector I class through the Illinois Fire Inspector's Association. This class is required as part of fire prevention certification.

Lt. Claybrook and Firefighter Tullis attended the Chief Fire Officer Certification class through the Illinois Fire Chiefs Association.

Lt.s Carlson, Claybrook, and Neville attended National Incident Management System level 300 and 400 classes.

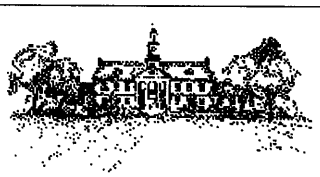
Firefighter Ziemer completed the National Incident Management System level 800 class.

Firefighter Skibbens completed certification in Advanced Cardiac Life Support (ACLS) at both the provider and instructor levels.

Firefighter Baker attended refresher training on the maintenance of protective fire clothing at the WS Darley Company.

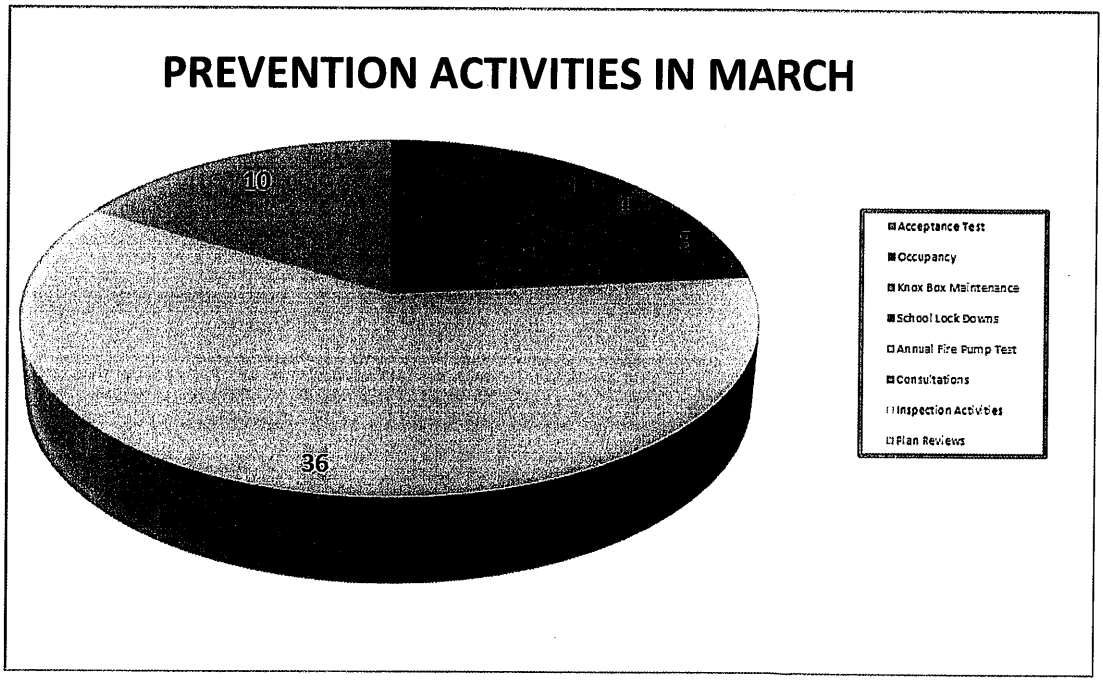
During the month, members of our specialty teams attended their regular monthly meetings and training sessions. Captain DeWolf and Firefighter Karban at the DuPage County Fire Investigator Task Force, Firefighter Schaberg at the MABAS Fire Cause & Origin Team, Firefighters Newberry, Majewski, and Wilson at the MABAS Hazardous Materials Team, and Firefighters Newberry, Smith, and Ziemer at the MABAS Technical Rescue Team.

Hinsdale Fire Department Monthly Report March 2016



Public Education

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.



Fire Prevention/Safety Education:

- Attended a seminar on the "Moral Imperative of Leadership and Service in Today's Fire Service" hosted by Carol Stream Fire Department on March 14.

- Attended a seminar on "Understanding and Enforcing NFPA 13D" hosted by the Suburban Building Officials on March 18.

- Attended the ESTB meeting on March 8 to stay current with local dispatch funding direction.

- Attended the Division 10 Chiefs meeting to stay current with neighboring fire departments' operational initiatives and dispatching operations.

- Attended the Chiefs Operations meeting hosted by DuComm to discuss depletion policies and how it will affect the new CAD system moving forward.

- Attended the annual DARE "lock-in" program that was conducted by the Hinsdale Police Department and Hinsdale Central High School.

- Department CPR and AED Instructors conducted the regular monthly Community CPR classes.

- The emergency management members continue to work with local community groups to identify potential local shelters within the Village and develop local Emergency Response Guidebooks for Village staff.

Hinsdale Fire Department Monthly Report March 2016



The Survey Says...

Each month, the department sends out surveys to those that we provide service. These surveys are valuable in evaluating the quality of the service we provide and are an opportunity for improvement.

Customer Service Survey Feedback:

In March we sent **35 surveys;** we received **seven** responses with the following results:

Were you satisfied with the response time of our personnel to your emergency?

Yes – 7 / 7

Was the quality of service received:

"Higher" than what I expected – 6 / 7
"About" what I expected – 1 / 7
"Somewhat lower" than I had expected 0 / 7

"The gentlemen that were in the ambulance were excellent. They picked up my son from school because of a peanut allergic reaction. They were amazing!"

"The quality of service was excellent. We can be proud of your guys for the good work that they do. I was disappointed in the ambulance ride. It was very bumpy & rocky. Wonder if balloon [sic] tires would help?"

"The ride to the hospital was very bumpy."

"Your paramedics were very kind and profecial [sic]. Knowageble [sic] to my condition at the time. Thank you very much & keep up the good work."

"When an ambulance is called – why is it necessary for the Police & Fire Engine to arrives[sic] on scene?"

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

DATE: May 3, 2016

TO: President Cauley and Board of Trustees

FROM: Gina Hassett, Director of Parks & Recreation

RE: May Staff Report

The following is a summary of activities completed by the Parks and Recreation Department during the month of April.

Katherine Legge Memorial Lodge

Through April, rental revenue increased 8% ($14,994) over the prior year. Rental revenue for the month of March is $8,945, which is an increase of 24% ($2,170) over the same period of the prior year. Expenses are trending 10% ($14,130) below the prior year.

REVENUES	March		YTD		Change Over the Prior year	2015-16 Annual Budget	FY 15-16 % of budget	2014-15 Annual Budget	FY 14-15 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	$6,775	$8,945	$162,708	$177,702	$14,994	$160,000	111%	$160,000	102%
Caterer's Licenses	$0	$0	$13,500	$13,766	$266	$15,000	92%	$16,800	80%
Total Revenue	$6,775	$8,945	$176,208	$191,468	$15,260	$175,000	109%	$176,800	100%
EXPENSES	**March**		**YTD**		**Change Over the Prior year**	**2015-16 Annual Budget**	**FY 15-16 % of budget**	**2014-15 Annual Budget**	**FY 14-15 % of budget**
	Prior Year	**Current Year**	**Prior Year**	**Current Year**					
Total Expenses	$13,361	$8,169	$151,320	$137,190	($14,130)	$199,700	69%	$174,511	87%
Net	($6,586)	$776	$24,888	$54,277					

The table below provides a summary of projected revenue for the current fiscal year and a summary of the prior year. Projected revenue for the current fiscal year is estimated to be 2% ($2,837) above the prior year.

FY 2015-16	Business Mtg	Memorial Service	Rec Program	School Dist	Social Event	Village Mtg	Village Event	Wedding	Total	Projected Revenue 2015/16	Actual 2015/16	Actual 2014/15	Change over prior year
May			15		1			3	19	$14,025	$16,000	$13,745	$2,255
June	1		17					10	28	$24,320	$22,770	$17,450	$5,320
July	2	2	15		1			7	27	$24,975	$27,475	$12,909	$14,566
August	1		13	1	2			7	24	$24,045	$24,775	$25,350	($575)
September		1	11		1			7	20	$14,300	$15,250	$24,510	($9,260)
October	2		20	1	2			8	33	$24,280	$25,755	$23,985	$1,770
November	2	1	19		5			4	31	$13,900	$12,000	$14,724	($2,724)
December			8		8		2	3	21	$17,200	$17,200	$17,290	($90)
2016 January			14		2				16	$1,850	$1,850	$2,850	($1,000)
February			18		1				19	$1,700	$2,400	$3,120	($720)
March	1	1	19	2	2	3	2	1	31	$8,725	$8,945	$6,725	$2,220
April	3		18		3				24	$8,870	$0	$12,695	($12,695)
Total	12	5	187	4	28	3	4	49	293	$178,190	$174,420	$175,353	($934)

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

At the March 1 Village Board meeting the contract was awarded to DeSitter Flooring for carpet replacement for $26,605.59. Replacement of the carpeting was completed the week of April 18. The capital budget included $10,000 for banquet chairs. The replacement chairs have been ordered and should arrive the first week of May.

Platform Tennis

Hinsdale Platform Tennis Association

The Hinsdale Platform Tennis Association (HPTA) 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 agreement between HPTA and the Village expires in July of 2016.

Given the upcoming expenses to replace the court walkways, a sub-committee of the Parks & Recreation Commission, along with Trustee Hughes, the Finance Director and Director of Parks and Recreation, met January 19 to review the terms of the current license agreement. The sub-committee, Trustee Hughes and staff members met with members of the HPTA Board on February 2 to review the platform tennis membership and financial summary. As a result of the meeting, staff prepared a financial summary of the platform program back dating back 2004 when the KLM courts were constructed. Staff and members of the HPTA Board, participated in a conference call on April 22 to review the financials. HPTA confirmed that the financials provided were an accurate account of the program's revenues and expenses. The sub-committee will have a follow-up meeting with HPTA on May 2 to further discuss the license agreement.

KLM Platform Tennis Walkways

The firm Hinsdale Engineering has been retained for $5,000 to evaluate the existing KLM platform tennis facility and to generate plans for the new walkways. The engineering firm provided staff with draft design plans for the walkway replacement. Final plans will be provided the week of April 25. Staff members are scheduled to meet April 29 to review the plans and prepare bid specifications. The replacement of the walkways is included in the capital improvement plan for FY 16/17. The bid specifications will be distributed in May, construction is estimated to start at the end of June and the work to be completed prior to the fall platform season.

Park Maintenance

Field Updates

The spring weather has been cooperative and has allowed for Public Services staff to prepare the athletic fields. Village crews have been laying out and striping soccer and lacrosse fields and moving goals into position. A third party was hired to complete the spring maintenance of Veeck and Robbins Park baseball fields. The scope of work included edging and rototilling the infield and incorporating ball field mix. The ball field at Veeck is utilized for the men's softball league and rentals. There are three fields at Robbins that are used for the Village's t-ball program and by Hinsdale Little League. Hinsdale Little League is the sole user of Peirce and Brook Park; therefore they provide and cover the cost for the field maintenance.

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

Mowing & Landscaping
The Village's landscape maintenance and mowing bid was extending for a second year to Beary Landscaping. Annually, the Village bids out the landscape and maintenance for its 140 acres of public green space inclusive of right-of-ways, cul-de-sacs, passive areas and miscellaneous Village properties. The scope of work includes landscaping of Village playgrounds, maintenance of park flower beds and maintenance of the flower beds at KLM Park including the Lodge, the former Arts Center and the Platform Tennis area.

Spring cleanup of Village parks was completed in April. Village staff is monitoring the turf closely. If the spring weather continues to be warm, it may be necessary to mow athletic fields twice per week to ensure the turf length is appropriate for play.

Community Survey

Over the past three years, the Village has seen a decline in pool memberships. In an effort to determine the reason for this decline, staff proposed to survey residents, focusing on non-pool users to find out their needs as it relates to swimming. In addition, it was determined that it would be beneficial to expand the survey to gain feedback regarding residents' overall recreational needs. The data collected through a survey will be used to help refine current service offerings and determine long range plans for the Community Pool.

The Village worked with Eastern Illinois University (EIU) to administer the survey. Surveys were mailed to 6,400 households in the Village and the online link was publicized through emails, social media and through local news media. The draft report summarizing the data collected was provided to the Village in February. There was a 17% (998) response rate to the survey which was a good response as the target was 5%. Staff evaluated the draft report and determined that families with younger children were under represented. Given that one goal was to use the findings to help with future planning, staff is recommending that the link to the online survey be reopened with the goal to garner more participation from this group.

Staff made contacts with the grade schools and preschools with a goal of working with a representative of each school who will promote the participation in the survey. Additional marketing of the survey was directed to past pool member, and through print ads and through communications with School District 181. The survey was reopened for a period of two weeks and closed on April 24. The University will be able to separate the data collected in the second round of surveys as well as present all data as a whole. Staff anticipates that the updated survey data will be available the first week in May.

Community Pool

Pool passes went on sale on March 1; early bird rates end April 29. Email reminders were sent to past pass holders. Season pass holders can upgrade to a "Super" pass to utilize the Clarendon Hills Park District pool. There is a limit of 100 Super passes available, which are only available to residents. There is significant demand above the 100 members. However, since 2013, Clarendon Hills Park District has reduced the passes available from 250 to 100 passes. Clarendon Hills Park

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

District reduced the number of passes available to Hinsdale due to an increase in their season pass sales and utilization by their members.

The table below summarizes pass sales through April 13. Revenue for the same period of the prior year decreased less than 1% ($230). Resident family pass sales for the same period of the prior year decreased 2% ($1,280). Worth noting, there have been 33 new resident families join the pool this year. Neighborly pass revenue increased 3% ($365) over the prior year.

Staff continues to market pool passes to residents and non-residents. Print ads will run in Trib local, Suburban Family Magazine and The Doings. Staff is coordinating ad stickers that will be placed on the cover of the Doings and Hinsdalean to advertise an open house event and a buy one get one free coupon. For the upcoming months, a series of print ads have been placed in community church bulletins. Staff will continue to post on the department's Facebook page, Village website and Twitter.

As of April 13, 2016	2015 Pass Revenue				2016 Pass Revenue					
Resident	**New Passes**	**Renew Passes**	**Total**	**Revenue**	**New Passes**	**Renew Passes**	**Total**	**Revenue**	**% Change Over Prior Year**	**Change Over the prior year**
Resident										
Nanny	16	31	47	$2,700	15	24	39	$2,355	-13%	-$345
Family Primary	33	114	147	$41,180	33	112	145	$41,470	1%	$290
Family Secondary	113	379	492	$0	104	361	465	$0		$0
Individual	1	6	7	$990	4	6	10	$1,320	33%	$330
Senior Pass	1	4	5	$400	5	9	14	$1,120	180%	$720
Family Super	3	25	28	$9,380	0	22	22	$7,705	-18%	-$1,675
Family Super Secondary	3	31	34	$1,530	0	23	23	$1,080	-29%	-$450
Family Super Third	4	22	26	$1,170	0	21	21	$990	-15%	-$180
Family Super 4+	8	24	32	$465	3	29	32	$495	6%	$30
Individual Super Pass	0	1	1	$0	0	0	0	$0		$0
Senior Super Pass	0	0	0	$0	0	0	0	$0		$0
Resident Total	**182**	**637**	**819**	**$57,815**	**164**	**607**	**771**	**$56,535**	**-2%**	**-$1,280**
Neighborly										
Neighbor Family	25	8	33	$11,680	14	20	34	$12,045	3%	$365
Neighborly Individual	0	0	0	$0	0	0	0	$0	0%	$0
Neighbor Addt'l	97	23	120	$0	49	72	121	$0	0%	$0
Neighborly Total	**122**	**31**	**153**	**$11,680**	**63**	**92**	**155**	**$12,045**	**3%**	**$365**
Non-Resident										
Non Resident Family	0	0	0	$0	0	0	0		0%	$0
n Resident Family Secondary	0	0	0	$0	0	0	0		0%	$0
Non Resident Individual	0	0	0	$0	0	1	1	$240	240%	$240
Non Resident Senior	0	2	2	$310	0	1	1	$155	-50%	-$155
Non Resident Nanny	0	0	0	$0	1	1	2	$180	100%	$180
Non-resident Total	**0**	**2**	**2**	**$310**	**1**	**3**	**4**	**$575**	**85%**	**$265**
10-Visit	**9**	**1**	**10**	**$660**	**15**	**0**	**15**	**$1,080**	**64%**	**$420**
TOTAL			**984**	**$70,465**			**945**	**$70,235**	**0%**	**-$230**

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

Maintenance
Staff has been working with the Water Department personnel to ready the facility for the upcoming season. Opening day of the 2016 pool season is Saturday, May 28.

Lifeguard Chairs
There are five lifeguard chairs that are permanently mounted into the pool deck. This past fall it was determined that the bases of three of these chairs are in poor condition. The metal is rusting and flaking off. Staff is securing prices to remove and replace the chairs.

Pool Painting
The pools were most recently painted in 2010. Public Services staff has performed touch-up painting of the wading pool and diving well as needed. To maintain the visual appeal and cleanliness of the swimming pool, routine painting is required. The condition of the paint at this time warrants that floor of the lap pool be sandblasted; this is necessary as the paint is flaking off and failing to adhere to the floor.

At the April 19 Village Board meeting the contract for the pool painting was awarded to Muscat Painting in the amount of $51,436. The approved scope of work includes two coats of paint for the lap pool and one coat for the diving well and wading pool. Once the painting is completed, the Director of Public Services will evaluate the surface to determine if it is necessary for there to be additional coats of paint. If necessary, it is within the Village Managers authority to authorize the work.

Pool Pumps & Motors
During FY 15/16, maintenance was performed on the feature pump which operates the water slide and water feature in the wading pool. This was year one of the maintenance cycle. The lap lane pool pump was last serviced in 2010. During the opening of the pool in 2015, there were issues with the lap pool pump and motor assembly. The turbine seized which kept the pump from working. A contractor was called in and was able to free the turbine. The problem was resolved and there was no need for parts or new equipment. The unit ran without issue for the season.

After the issue that occurred last year, the Public Services staff has started performing off season maintenance for the pool pumps and motors which will potentially reduce the need for repairs when the pool is opened in the spring. To reduce the possibility of preseason issues, the pump maintenance for the lap pool was escalated to the current budget year. Based on past repairs, costs to rewind the existing motor and for repairs to the pump assembly repairs are estimated to be $12,500. The work will be completed by Municipal Well and Pump and will coincide with work that was awarded to their firm for the water department well pump #2.

Escalating the work for the lap pool pump will not remove the maintenance item from the FY 16/17 capital plan. Staff recommended leaving the funds in the capital budget to maintenance pump #3 at the end of the 2016 pool season. This pump operates the diving well. Having the

work completed on the lap pool and diving well this calendar year would establish the pool pumps and motors to be on a four-year maintenance cycle.

Heaters
There are four heaters at the pool. Two were installed in 2007. The Water Plant staff recommended that prior to the start of the season, the heating units be cleaned and checked for repairs by a contractor. Staff is securing pricing to have this completed.

PROGRAMS
The summer brochure was delivered to residents April 11; resident registration began April 18 and non-residents can begin registering May 2. Additionally the brochure is available online for residents to review. The summer programs will include swim programs, summer camps and general program offerings. To increase the presence of the department, staff has started tweeting program and event information.

Park Clean-Up Day was held April 22, at Burns Field. The event is held in conjunction with Earth Day. Sixty volunteers participated in the event. Volunteers worked to remove debris, pick up trash, install dirt and seed and raked the playground mulch. Cub Scout Pack 10 participated in the event by volunteering at Brook Park. The scouts worked to pick up trash and planted perennials.

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

Date: April 27, 2016

To: Kathleen A. Gargano, Village Manager

From: Kevin Simpson, Chief of Police

CC: Bradley Bloom, Assistant Village Manager/ Director of Public Safety

Subject: **Executive Summary**

In reviewing the Police Department's activities for April 2016, there was one item to note regarding a highly publicized case within the community. An alleged assault was reported on April 4 that involved a 16 year old juvenile who was a resident. Based on the time of day and location, along with the details of the alleged offender, there were obvious concerns among our residents. Investigators and officers involved in the case sorted through witness accounts, evidence, and victim statements in an expeditious manner, bringing the case to a close and determining the assault to be unfounded within 48 hours. The case was assigned to the juvenile officer for additional follow-up.

As part of the ongoing process to select the Police Department's next Deputy Chiefs, an assessment exercise was conducted on April 18 by Personnel Strategies, LLC with the five remaining candidates. An individual leadership assessment and final interview are scheduled for the end of April and the beginning of May with hopes of filling the positions by the end of May.

National Volunteer Week was from April 10-16, and the Police Department officially recognized and thanked the seven residents who are part of the current program. Each volunteer was provided a small gift in appreciation for the service they provide to the department and the community.



POLICE SERVICES MONTHLY REPORT

March 2016

Investigations, Crime Prevention, and Youth Bureau Summary
March 2016

For the month of March 2016, the division had a total of 47 cases being investigated with 14 of them brought to disposition. The most frequent incident classifications for these cases were Fraud/Identity Theft (29), and Theft (13).

INVESTIGATIONS DIVISION

On March 3, 2016, a 25-year-old Chicago man was charged with one count of **Theft Under $500.** He also had an outstanding warrant from Cook County. The man worked for a private maintenance company that cleaned at Hinsdale Central High School. He stole a camera belonging to the school. The man was released on an I-bond and posted the required bond for the warrant.

On March 4, 2016, a 39-year-old Hinsdale woman was charged with one count of **Domestic Battery.** She turned herself in on a warrant for a domestic altercation with a family member that occurred on February 6, 2016. The woman was transported to the DuPage County Jail for a bond hearing.

On March 12, 2016, a 47-year-old Burr Ridge woman was charged with two counts of **Domestic Battery** after an altercation with a boyfriend. The woman was transported to the DuPage County Jail for a bond hearing.

On March 16, 2016, a 24-year-old Lyons man was charged with one count of **Harassment by Phone**, stemming from a 2014 case. He also had another outstanding warrant for threatening phone calls. The man was released after posting bond.

On March 21, 2016, a 48-year-old Hinsdale woman was charged with two counts of **Domestic Battery** after an altercation with a family member. The woman was transported to the DuPage County Jail for a bonding hearing.

On March 24, 2016, a 46-year-old Hinsdale man was charged with one count of **Resisting/ Obstructing an Officer** after a reported altercation with officers at his residence on February 29, 2016. The man was released on an I-bond and will appear in Cook County Court.

On March 28, 2016, a 23-year-old Chicago man was charged with one count of **No Valid Driver's License**, one count of **Speeding**, one count of **Possession of Cannabis,** and one count of **Possession of Drug Paraphernalia** after a routine traffic stop. The man was release after posting bond.

On March 29, 2016, a 19-year-old Downers Grove woman was charged with one local charge of **Possession of Cannabis** and one local charge of **Possession of Drug Paraphernalia** after a routine traffic stop. The woman was released on an I-bond.

CRIME PREVENTION ACTIVITY

D.A.R.E. (DRUG ABUSE RESISTANCE EDUCATION)

March 1, 8, 15, 22	**4 classes**	**Madison School**
March 2, 9, 16, 23	**8 classes**	**Madison School**
March 11, 18	**6 classes**	**Monroe School**
March 11	**2 classes**	**Oak School**
March 14, 21	**6 classes**	**St. Isaac Jogues School**

A ten week D.A.R.E. Program is presented in all fifth grade classrooms in Hinsdale Public Schools and in sixth grade classrooms in the Hinsdale Parochial Schools. Topics include making good decisions, consequences and alcohol, drug, tobacco awareness, and resistance.

V.E.G.A. (VIOLENCE EDUCATION GANG AWARENESS)

March 3, 10, 17	**18 classes**	**Hinsdale Middle School**

V.E.G.A. is a six lesson program presented in sixth grade classrooms in Hinsdale public schools and in seventh grade at Hinsdale Parochial schools. The program deals with problem solving without violence, bullying, and avoiding gang activities.

On March 2, 2016, Officer Coughlin attended the D.J.O.A. (DuPage Juvenile Officers Association) board meeting in Wheaton. Topics covered were board meetings, membership, website, scholarships, elections, meeting/training places, future trainings, and the upcoming tour and presentation by N.A.M.I. (National Alliance on Mental Illness) at the DuPage County Court Complex

On March 2, 2016, Officer Coughlin gave a fingerprint presentation to a group of science students at Elm school. Officer Coughlin showed them how to look for and lift fingerprints from a crime scene. Each student had a chance to lift fingerprints from a surface.

On March 3, 2016, Officer Coughlin presented the 2015-2016 Citizen's Police Academy. Topics covered were juvenile programs, fatal vision goggles, situational awareness, and self-defense.

On March 7, 2016, Officer Coughlin participated in the Use of Force Training at the Hinsdale Police Department.

On March 11, 2016, Officer Coughlin inspected World War II rifles and guns for WWII day at Hinsdale Middle School. Principal Pena wanted to make sure that all guns were unloaded and inoperable.

On March 11, 2016, Officer Coughlin presented crisis training at the Hinsdale Public Library. He discussed what to do in the event of an armed intruder, what the differences are between a shelter-in-place and a lockdown and what to do when a child is missing.

On March 16, 2016, Officer Coughlin held the D.A.R.E. graduation for 5th graders at Oak School. He spoke to parents and graduates about reinforcing the D.A.R.E. lessons, and encouraged the students to continue making good choices in the future. Students read their essays and there was a video presentation. Hinsdale Middle School Principal Pena addressed the graduates and presented graduation certificates.

On March 19, 2016, Officer Coughlin, Officer Church from Oak Brook Police Department, and Officer Werth from Burr Ridge Police Department hosted the 17th annual D.A.R.E. Lock-In at HCHS. More than 340 students attended the event from the three towns. The students learned that they can have fun staying up late and being away from home, without participating in alcohol, drugs, tobacco, and violence. The students played basketball, tug-of-war, jumped in inflatables, climbed the rock wall, participated in the obstacle course, played Rock Band, and danced to music. There was also a Jell-O eating contest, and relay races. Many high school students volunteered to chaperone the event, along with numerous parents.

On March 22, 2016, Officer Coughlin coordinated a school lockdown drill at Hinsdale Middle School. It was an unannounced drill during a passing period that went well with a few challenges that were addressed with Assistant Principal Rocky May.

On March 23, 2016, Officer Coughlin attended the D.J.O.A. (DuPage Juvenile Officers Association) meeting. There was a presentation by N.A.M.I. (National Alliance on Mental Illness) and a tour of their new facilities.

On March 24, 2016, Officer Coughlin met with a male alcohol offender and his parent, and placed him in the Peer Jury diversion program.

On March 24, 2016, Officer Coughlin held the 2015-2016, Citizen's Police Academy Graduation at KLM Lodge. The graduation included dinner and a video presentation. Attending the graduation were the graduates, members of their families, CPA instructors, and Chief Simpson. The graduates received a certificate of completion and the instructors received a certificate of appreciation from Chief Simpson and Officer Coughlin.

On March 28, 2016, Officer Coughlin served as Peer Jury bailiff at Westmont Police Department.

On March 31, 2016, Officer Coughlin met with the Director of the Hinsdale Public Library to discuss places where staff and visitors could lockdown or exit the building in case of an armed intruder.

On March 31, 2016, Officer Coughlin met with a male alcohol offender and his parent, and placed him in the Peer Jury diversion program.

On March 4, 11, and 18, 2016, Officer Coughlin walked the Business District monitoring the behavior of middle school students. He spoke with teens, shoppers, business owners, and handled any incidents related to the students.

On March 1, 8, 10, 15, 16, 19, 29, 30, and 31, 2016, Officer Coughlin supervised four high school students completing community service work.

YOUTH BUREAU SUMMARY

On March 8, 2016, at approximately 8am, a high school freshman was absent from school without permission. He was charged with **Truancy**. He was ordered to **Appear in Field Court**.

On March 11, 2016, at approximately 11:56pm, officers responded to an ambulance assist call for an unresponsive male juvenile. The juvenile was transported by Hinsdale paramedics to Hinsdale Hospital and later charged with **Unlawful Use of Alcohol by a Person Under 21**. He was assigned **Peer Jury**.

On March 16, 2016, at approximately 8:00am, a high school junior was absent from school without permission. He was charged with **Truancy** and ordered to **Appear in Field Court**.

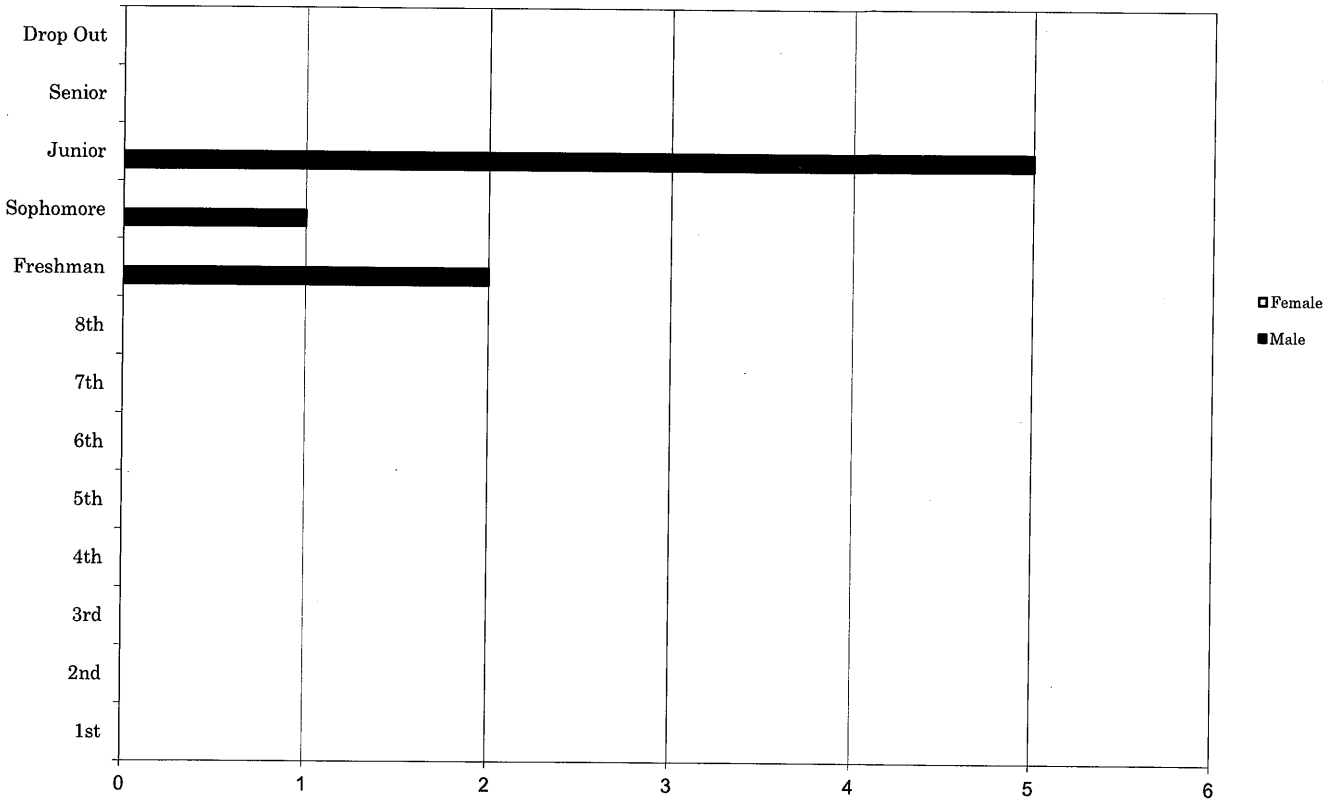
On March 17, 2016, at approximately 3:00pm, a high school junior punched another student. He was charged with **Fighting/Battery** and assigned **Peer Jury**.

On March 18, 2016, at approximately 11:19pm, officers came in contact with three high school juniors following a traffic stop. Two of the males were charged with **Unlawful Use of Alcohol by a Minor** and assigned **Peer Jury**. The third male was charged with **Speeding** and ordered to **Appear in Field Court**.

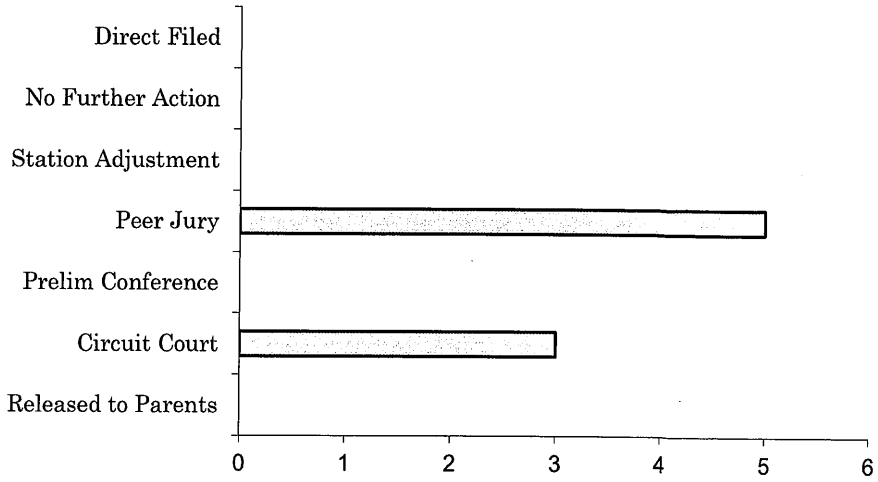
On March 20, 2016, at approximately 12:40am, officers came in contact with a high school sophomore following a traffic stop. He was charged with **Unlawful Consumption/Possession of Alcohol** and was assigned **Peer Jury** on this charge. **He was also charged with No Valid Driver's License (curfew), No Valid Insurance,** and **Disobeying a Stop Sign**. He was ordered to **Appear in Field Court**.

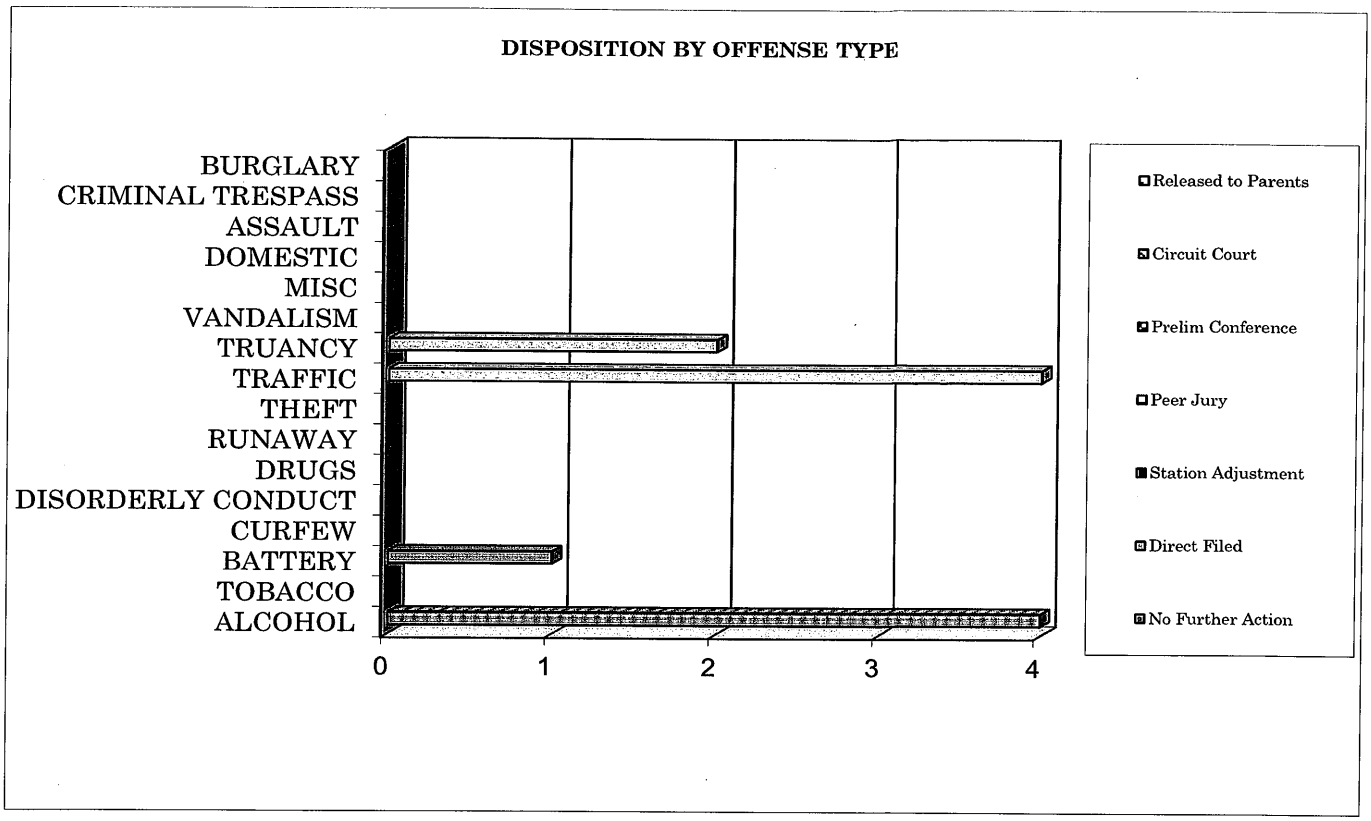
Hinsdale Police Department
JUVENILE MONTHLY REPORT
March 2016

AGE AND SEX OF OFFENDERS

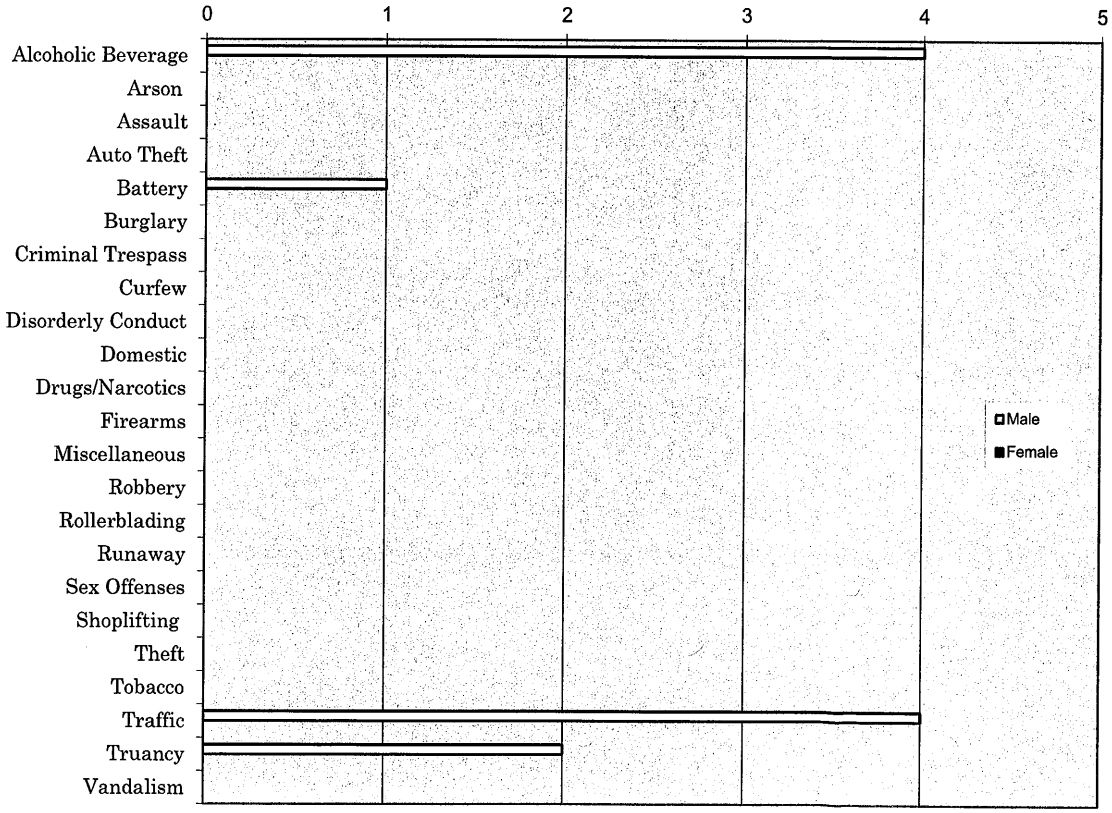


DISPOSITION OF CASES





Juvenile Monthly Offenses Total Offenses by Offense Type



Traffic Safety Reviews:

Request for Stop Sign - 7th & Stough: A preliminary intersection study was conducted following concerns from a resident regarding increased speeds of vehicles on Stough Street. The study found minimum traffic volumes and crashes (zero in the past five years) have not been met for the installation of a stop sign. Speed studies are in-progress to determine the most appropriate means to address the resident's speed complaints in this area.

Pedestrian Crossing Concerns – Chicago Ave & Park: A pedestrian reported difficulty using the pedestrian crossing at Chicago Avenue and Park during the morning hours, and expressed concerns about the safety of this crossing area. A preliminary study was completed which confirmed appropriate pedestrian warning signage is in place. Public Services will refresh the striping at the crosswalk, the speed feedback trailer was utilized to educate motorists, and speed studies will continue to determine the most appropriate enforcement measures which may be necessary.

500 blk N. Elm Street: A resident reported on-going speed complaints in the 500 blk N. Elm Street. Speed studies are on-going to determine the severity of the issue, and speed feedback signs have been installed to address the concern.

Other Traffic related activity:

"Stop Means Stop" Initiative: The Police Department continued the "Stop Means Stop" traffic initiative throughout the month of March. Since the start of the program in June 2015, **478** citations and **626** warnings have been issued for stop sign violations.

St. Patrick's Day DUI Enforcement: During the recent St. Patrick's Day special enforcement on drunk driving, the Hinsdale Police Department issued thirteen (13) citations for speeding, one (1) citation for a cell phone violation, one (1) Driving While License Suspended arrest, two (2) citations for underage consumption of alcohol, two (2) citations for operating an uninsured motor vehicle, and six (6) citations for other violations to the Illinois Vehicle Code.

NORTH SIDE	SOUTH SIDE
Chicago Ave: Rt. 83 to Monroe (7) County Line Road: Walnut to Ogden (10) Madison: North to Ogden (10) Ogden Avenue (176) York Road: The Lane to Ogden (14)	County Line Road: 47th to 55th (38) 55th Street (99)

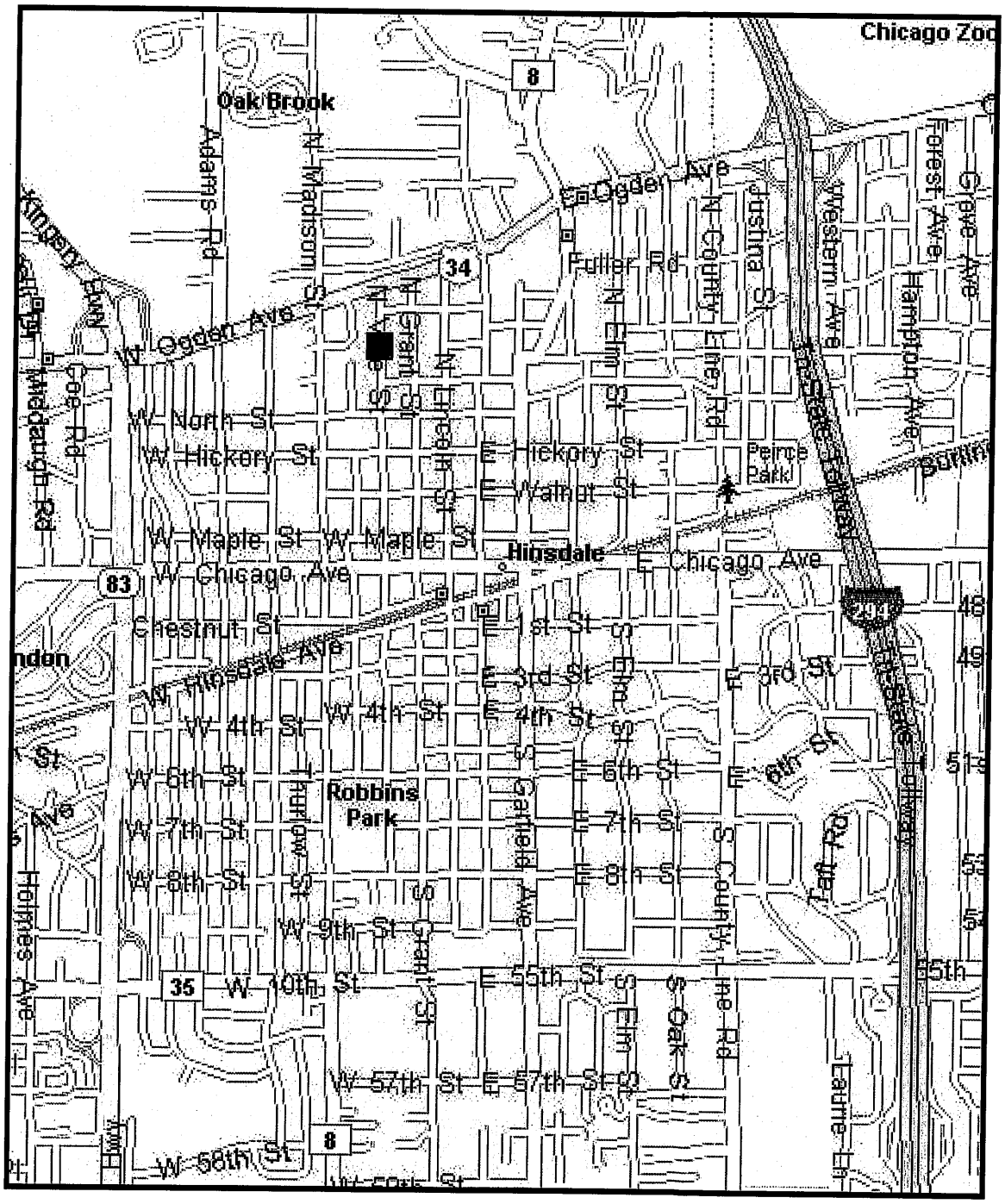
None	7th & Stough	None

TRAFFIC ENFORCEMENT

March 2016

Includes Citations and Warnings	This Month	This Month Last Year	YTD	Last YTD
Speeding	222	207	579	429
Disobeyed Traffic Control Device	51	42	109	121
Improper Lane Usage	36	33	85	58
Insurance Violation	9	13	25	30
Equipment or Registration Offense	66	64	239	172
Seatbelt Violation	13	55	27	85
Stop Signs	45	19	124	58
Yield Violation	10	5	26	33
No Valid License/Suspended/Revoked	10	14	24	34
Railroad Violation	1	3	1	6
Cellular Phone Violations	27	43	83	92
Other	45	17	124	31
TOTALS	535	515	1,446	1,149

BURGLARIES
March 2016



■ Burglaries

● Burglaries from Motor Vehicles

MONTHLY OFFENSE REPORT

March 2016

CRIME INDEX	This Month	This Mo. Last Year	Year-To-Date	Last Year To Date
1. Criminal Homicide	0	0	0	0
2. Criminal Sexual Assault/Abuse	0	0	0	0
3. Robbery	0	1	0	1
4. Assault and Battery, Aggravated	0	0	0	0
5. Burglary	1	1	2	7
6. Theft	10	10	37	26
7. Auto Theft	0	0	3	3
8. Arson	0	0	0	0
TOTALS	11	12	42	37

* The Illinois Uniform Crime Reporting guidelines are specific for classification of crime activity by hierarchy of the offense-type, which results in the table of index crime offenses in this table to have slight variance from the Call for Service table on the following page.

SERVICE CALLS—MARCH 2016

	This Month	This Month Last Year	This Year to Date	Last Year To Date	% CHANGE
Sex Crimes	0	0	0	0	**0**
Robbery	0	0	0	0	**0**
Assault/Battery	1	2	3	7	**-57**
Domestic Violence	17	5	41	25	**64**
Burglary	0	2	0	5	**-100**
Residential Burglary	1	1	2	4	**-50**
Burglary from Motor Vehicle	0	3	27	7	**286**
Theft	7	7	21	20	**5**
Retail Theft	1	1	2	2	**0**
Identity Theft	9	1	19	7	**171**
Auto Theft	0	1	3	3	**0**
Arson/Explosives	0	0	0	0	**0**
Deceptive Practice	0	2	1	5	**-80**
Forgery/Fraud	2	3	7	6	**17**
Criminal Damage to Property	8	2	15	4	**275**
Criminal Trespass	0	0	0	0	**0**
Disorderly Conduct	0	0	4	2	**100**
Harassment	8	0	27	5	**440**
Death Investigations	0	1	3	2	**50**
Drug Offenses	1	2	6	6	**0**
Minor Alcohol/Tobacco Offenses	2	1	6	2	**200**
Juvenile Problems	8	8	27	30	**-10**
Reckless Driving	11	2	24	5	**380**
Hit and Run	13	11	17	33	**-48**
Traffic Offenses	1	3	5	11	**-55**
Motorist Assist	57	67	172	180	**-4**
Abandoned Motor Vehicle	1	1	1	4	**-75**
Parking Complaint	0	24	3	60	**-95**
Auto Accidents	46	50	151	159	**-5**
Assistance to Outside Agency	0	1	0	4	**-100**
Traffic Stops	438	3	1,168	13	**8,885**
Noise complaints	9	14	16	37	**-57**
Vehicle Lockout	17	23	51	77	**-34**
Fire/Ambulance Assistance	3	147	18	468	**-96**
Alarm Activations	91	85	267	279	**-4**
Open Door Investigations	2	2	15	8	**88**
Lost/Found Articles	17	6	36	24	**50**
Runaway/Missing Persons	0	1	4	5	**-20**
Suspicious Auto/Person	72	27	159	81	**96**
Disturbance	2	4	6	18	**-67**
911 hangup/misdial	33	68	72	238	**-70**
Animal Complaints	37	16	94	68	**38**
Citizen Assists	39	43	108	131	**-18**
Solicitors	5	6	13	13	**0**
Community Contacts	5	0	9	0	**900**
Curfew/Truancy	1	1	6	2	**200**
Other	361	97	1192	278	**329**
TOTALS	**1,326**	**744**	**3,821**	**2,338**	**63**

*Higher totals in the "Other" classification are due to incident numbers being generated by DuComm for many administrative matters that would not have required an incident number previously with SWCD, or incidents that are not specific to an IUCR offense specified in the monthly report. Examples include: mutual aid requests for the fire department to other towns, administrative duties, transport of prisoners, complaint cancellation, in-service training, and child seat inspections.

Training Summary
March 2016

(All training is mandatory unless noted otherwise)

On Friday, March 4, 2016, School Resource Officer Thomas Lillie attended the class Effective School Staff Interaction with Students and Police.

From Wednesday, March 9, 2016, through Thursday, March 10, 2016, Detective Sergeant Thomas Yehl and Sergeant Steven Ruban attended the National Incident Management System (NIMS) 300 course.

On Tuesday, March 15, 2016, Detective Sergeant Thomas Yehl attended the North East Multi-Regional Training (NEMRT) Annual Meeting.

On Tuesday, March 22, 2016, Officer Kevin Berland attended the Glock Armorer's Course.

From Wednesday, March 23, 2016, through Thursday, March 24, 2016, Sergeant Erik Bernholdt, Sergeant Steven Ruban and Detective Sergeant Thomas Yehl attended the National Incident Management System (NIMS) 400 course.

On Wednesday, March 23, 2016, Youth Officer Michael Coughlin and School Resource Officer Thomas Lillie attended a National Alliance on Mental Illness (NAMI) presentation.

During the month of March, required officers qualified with both on-duty and off-duty weapons, and attended a comprehensive use of force training.

Submitted by:

Sergeant Thomas Yehl
Training Coordinator

March 2016 Collision Summary

All Collisions at Intersections

LOCATION	30 days	12 Months	2 Years	3 Years	5 Years
Clay & Fourth	1	2	2	2	2
County Line Rd. & 55th	1	3	1	3	30
County Line Rd. & Ogden	1	7	6	9	47
Elm & Walnut	1	2	3	3	6
Garfield & Hickory	1	4	2	6	14
Garfield & Sixth	1	1	2	2	2
Garfield & Walnut	1	4	3	6	11
Lincoln & Center	1	1	2	2	2
Oak & Fourth	1	1	1	1	1
Quincy & 55th	1	1	1	1	3
York & Ogden	2	7	3	5	37
TOTALS	12	33	26	40	155

Right-Angle Collisions at Intersections

Collisions of this type are considered when reviewing MUTCD Warrants

LOCATION	30 days	12 Months	2 Years	3 Years	5 Years
Bodin & Eighth	1	1	2	3	10
County Line Rd. & Chicago	1	1	1	2	10
Elm & Ogden	1	2	3	6	26
Garfield & Chicago	1	5	9	15	32
Garfield & Hickory	1	2	3	6	14
Garfield & Hinsdale	1	1	2	6	14
Madison & 55th	1	3	5	7	19
Monroe & Chicago	1	3	7	8	20
Oak & Chicago	1	2	5	7	13
Washington & Walnut	1	1	1	2	2
TOTALS	10	21	38	62	160

Contributing Factors and Collision Types

Contributing Factors:	
Failure to Yield	11
Improper Backing	9
Failure to Reduce Speed	11
Following too Closely	2
Driving Skills/Knowledge	3
Improper Overtaking/Passing	2
Exceeding Safe Speed for Conditions	2
Improper Turning	1
Disobeyed Traffic Signals	1
Improper Lane Usage	4
Had Been Drinking	0
Vehicle Equipment	0
Vision Obscured	1
Driving Wrong Way	0
Distraction	0
Weather	0

**Contributing factors may be higher than total crashes, due to multiple contributing factors in a single crash*

Collision Types:	
Private Property	x
Hit & Run	x
Personal Injury	5
Pedestrian	1
Bicyclist	0
Crashes by Day of the Week:	
Sunday	3
Monday	8
Tuesday	8
Wednesday	6
Thursday	7
Friday	6
Saturday	6
TOTAL	44

Manual on Uniform Traffic Control Devices Warrants

March 2016

The following warrants should be met prior to installation of a **two-way** stop sign:

1. Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
2. Street entering a through highway or street;
3. Unsignalized intersection in a signalized area; and/or
4. High speeds, restricted view, or crash records indicate a need for control by the STOP sign (defined by 5 or more collisions within a 12-month period).

The following warrants should be met prior to the installation of a **multi-way** stop sign:

1. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
2. A crash problem, as indicated by 5 or more reported crashes in a 12-month period, that is susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
3. Minimum volumes:
    a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
    b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
    c. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
4. Where no single criterion is satisfied, but where Criteria 2, 3.a, and 3.b are all satisfied to 80 percent of the minimum values. Criterion 3.c is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

1. The need to control left-turn conflicts;
2. The need to control vehicle/pedestrian conflicts near locations that generate high-pedestrian volumes;
3. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
4. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-ay stop control would improve traffic operational characteristics of the intersection.

The following warrants must be met prior to the installation of a **Yield** sign:

1. On a minor road at the entrance to an intersection where it is necessary to assign right-of-way to the major road, but where a stop sign is no necessary at all times, and where the safe approach speed on the minor road exceeds 10 miles per hour;
2. On the entrance ramp to an expressway where an acceleration ramp is not provided;
3. Within an intersection with a divided highway, where a STOP sign is present at the entrance to the first roadway and further control is necessary at the entrance between the two roadways, and where the median width between the acceleration lane; and
4. At an intersection where a special problem exists and where an engineering study indicates the problem to be susceptible to correction by use of the YIELD sign.

CITATIONS—March 2016

CITATIONS BY LOCATION

		This Month	This Month Last Year	YTD	Last YTD
Chestnut Lot	*Commuter Permit*	29	46	105	107
Highland Lot	*Commuter Permit*	26	26	62	57
Village Lot	*Commuter Permit*	51	29	118	104
Washington Lot	*Merchant Permit*	46	53	152	119
Hinsdale Avenue	*Parking Meters*	484	103	1,515	526
First Street	*Parking Meters*	485	160	1,500	690
Washington Street	*Parking Meters*	494	160	1,571	667
Lincoln Street	*Parking Meters*	37	10	93	53
Garfield Lot	*Parking Meters*	75	45	220	144
Other	*All Others*	442	353	1,205	1,054
TOTALS		2169	985	6541	3521

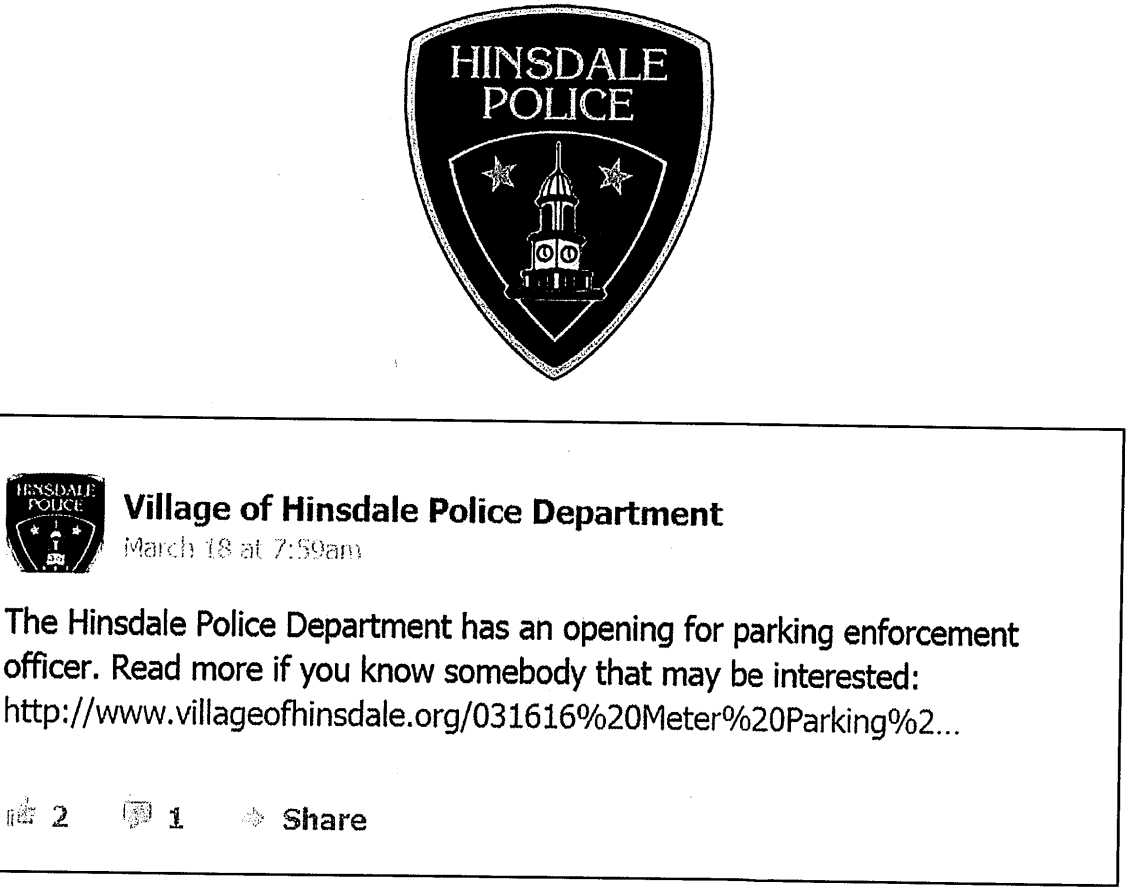
VIOLATIONS BY TYPE

	This Month	This Month Last Year	YTD	Last YTD
Parking Violations				
METER VIOLATIONS	1,622	600	4,423	2,300
HANDICAPPED PARKING	6	7	36	37
NO PARKING 7AM-9AM	46	13	129	54
NO PARKING 2AM-6AM	132	103	344	269
PARKED WHERE PROHIBITED BY SIGN	66	41	181	140
NO VALID PARKING PERMIT	70	23	193	119
Vehicle Violations				
VILLAGE STICKER	43	53	110	151
REGISTRATION OFFENSE	89	32	269	158
VEHICLE EQUIPMENT	12	46	24	74
Animal Violations	3	3	10	12
All Other Violations	80	64	246	207
TOTALS	2169	985	6541	3521

Social Networking Monthly Status Report
March 2016

The **Hinsdale Police Department** continues to publicly advocate its community notification via social media. During the past reporting period, posts were disseminated on the following topics:

- Announced that our new Police Chief, Kevin Simpson, was sworn in on March 1, 2016.
- Alerted residents of a fallen tree on the westbound lanes of Ogden Ave. causing a street closure.
- Advised residents that Ogden Ave. has been reopened.
- Notified residents that the Village of Hinsdale has an opening for a Part Time Parking Meter Enforcement Officer.



NUMBER OF FOLLOWERS

Facebook: 983

twitter: 894

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

DATE: April 27, 2016

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

FROM: George Peluso, Director of Public Services

RE: Monthly Report – March 2016

Provided below is an executive summary of work performed by the Public Services Department for March 2016. Overall it was a very productive month, which included several important accomplishments and activities.

- The Department renewed its three year agreement with Clarke Environmental for mosquito abatement services.
- The Department renewed its contract with Homer Tree Care for annual tree removal services.
- The janitorial services contract for municipal facilities was rebid. A contract was awarded to Alpha Building Maintenance.
- Public Services staff soliticed proposals for the municipal roof study, which will be completed during the summer months.
- There were two snow and ice callouts during the month of March. A total of 83 tons of salt were utilized.
- Staff reviewed and commented on 8 tree preservation plans submitted for building permits.
- The tree crew cleaned the fence-line along Mills St. from the pedestrian bridge to the north end of Mills St.
- Staff participated in the new trustee orientation with Trustee Neal Byrnes.
- On March 24th there was an overflow event at the Veeck Park Combined Sewer Overflow facility. Sample results were within IEPA required guidelines.
- Preliminary inspection was completed for the Well #2 rehabilitation project. Physical repair work is scheduled for late April.

Water Main Breaks – March 2016

Date	Address	Pipe Size/Type	Air Temp.	Duration
03/4/16	N.Lincoln & W.North	4" Cast Iron	32	8hrs.
03/21/16	58th & S Monroe	6" Cast Iron	51	7hrs

VILLAGE OF Hinsdale
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MEMORANDUM

ROADWAY MAINTENANCE DIVISON

Activity Measures

Standard Tasks	March 2016	Prev Mo	YTD 2016
Signs	19	18	58
Posts	12	2	19
Signs Repaired	105	16	140
Cold Mix (tons)	16.25	11.25	37.75
Hot Mix (tons)	0	0	0
Gravel for Alleys (tons)	9.5	4.5	15.5
White Paint (gallons)	0	0	0
Yellow Paint (gallons)	0	0	0
Basin top Cleaning (man-hours)	58	30.5	95.5
Alley Grading (man-hours)	33	20	65
Alley Trimming (man-hours)	0	0	0
Concrete (yards)	4.05	0	4.05
Snow & Ice Callouts	2	6	18
Road Salt Used (tons)	82.5	205.15	527.4
Sand Used (tons)	0	0	0
Salt & Calcium for walks, stairs, etc. (tons)	.25	20	50.25
Leaves Swept Up (yards)	15	0	15
Central Business District Sweeps	1	0	1
Complete Village Sweeps	0	0	0
Parking Lot Sweeps	0	0	0
Street Light Poles Repaired	4	0	4
Request For Services Completed	48	56	187
Sump pump issues	0	16	324
Pool maintenance (Man hours)	0	0	0

VILLAGE OF Hinsdale
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MEMORANDUM

Parkway Restorations	14	0	15
Parking meters	211	1	212
Special Events	0	0	0
Hauling to dump	2	1	3

Significant issues for this month:

- Cold patching potholes (16.25 Tons) on main streets, secondary streets, complaint areas and water main break patches
- 2 Snow and ice callouts using (82.5 Tons) of salt (3/1, 3/3)
- Alley Grading: (9.5 Tons) of Grade 8 stone filling in holes and ruts
- 58 hours of basin top cleaning to alleviate street flooding (3/14, 3/24, 3/31)
- Parkway restorations
    - Black dirt and seed plow damage and water main break sites
- Concrete restorations
    - Curb and road repairs at water main break sites
- Dejana Industries performed sweeping at select locations and central business district
- Straighten sign posts altered from plow damage and freeze/thaw cycles

VILLAGE OF Hinsdale
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MEMORANDUM

FORESTRY DIVISION

Trees pruned by Village Staff:

- Small tree pruning (diameter 10 inches and less) – 0 trees. Small tree pruning was not undertaken due to the work load required in removal of EAB infested trees.
- Completed 12 resident tree work requests, pruning 23 trees.

Trees pruned by contractor (diameter 10 inches and above):

- The area of the Village that is being pruned this cycle is encompassed by the area from Bodin Street on the west, Elm Street on the east, Chicago Avenue on the north and 55th Street on the south. As of March 31st a total of 1034 trees were pruned. In addition 65 trees were pruned at Katherinne Legge Park generally located on the paved path.

Trees removed by Village Staff:

- 31 public trees removed in March.
- 332 public trees removed by staff this fiscal year.
- 36 public trees currently scheduled for removal by staff.

Trees removed by contractor:

- Elm – 1
- Ash - 28
- Other – 9
- 167 public trees removed by contractor this fiscal year.
- 6 public trees currently scheduled for removal by contractor.

Ash trees infested by Emerald Ash Borer detected by Village Staff:

- 38 public EAB positive ash trees detected in March; 295 EAB positive ash trees detected this fiscal year.
- 22 private EAB positive ash trees detected in March; 63 EAB positive ash trees detected this fiscal year.

Ash trees removed:

- 48 ash trees removed this month (20 Village / 28 Contractor)
- 313 ash trees removed this fiscal year (207 Village / 106 Contractor)
- 1097 ash trees have been removed since February 2011 (933 EAB Positive)

Ash trees that have been treated to manage infestation by Emerald Ash Borer

- Soil Injection Treatments of 388 ash trees are scheduled for this April.

VILLAGE OF Hinsdale
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MEMORANDUM

Elm diseased trees detected by Village Staff:

- 0 public DED positive elm trees detected in March; 37 DED positive elm trees detected this fiscal year (21 treated/16 untreated).
- 0 private DED positive elm trees detected in December; 59 DED positive elm trees detected this fiscal year.

Elm trees removed by Village Staff:

- 0 diseased trees
- 0 storm damaged trees

Elm trees that have had diseased limbs removed (amputations)

- 0 parkway trees

Elm trees that have been inoculated for prevention of Dutch elm disease

- Treatment is scheduled to begin in June

Tree stumps removed by Village Staff:

- 0 parkway stumps were routed, the mulch removed and the parkway restored with top soil and grass seed.

Trees Planted:

- 0 trees were planted through the Village's planting program.
- 0 trees were planted through the Tribute Tree Program.
- 0 trees were planted through the Resident Reimbursement Program.

Other

- Staff reviewed and commented on 8 tree preservation plans submitted for building permits.
- Tree crew cleaned the fence-line along Mills St. from the pedestrian bridge to the north end of Mills St.

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

Parks Maintenance
Monthly Report – March 2016

Activity Measures:

March Total			
Job Task	Hours	Accomplished	Units
Admin	0	0	Hour
Clean Bathroom	39	99	Each Bathroom
Refuse Removal	18.5	180	Each Can
Fountain Maintenance	0	0	Hour
Litter Removal	1	1	Hour
Weed Removal	0	0	Hour
Brush Pick Up	0	0	Hour
Athletic Field Striping	118	83	Each Field
Infield Maintenance	7	2	Each Field
Athletic Goal/Net Maintenance	72	47	Each Goal
Turf Repair/Sod Installation	0	0	Hour
Aeration	0	0	Hour
Overseeding	0	0	Lbs of Seed
Turf Evaluation/Soil Testing	0	0	Each
Hardwood Mulch Installation	0	0	Cubic Yard
Leaf Mulching	0	0	Hour
Mowing	0	0	Hour
Land Clearing	0	0	Hour
Planting Bed Preparation	4.5	20	Each Bed
Plant Installation/Removal	0	0	Hour
Flowering Bulb Installation/Removal	0	0	Hour
Tree and Shrub Maintenance	0	0	Each
Fertilization	0	0	Hour
Watering	0	0	Hour
Pest and Weed Control (chemical)	0	0	Hour
Irrigation Start Up (spring)	0	0	Each
Irrigation Repair	0	0	Each
Irrigation Winterization	0	0	Each
Playground Maintenance/Repair	0	0	Hour
Playground Inspection	0	0	Each
Playground Mulch Installation	0	0	Cubic Yards
Holiday Decorating	0	0	Hour

VILLAGE OF Hinsdale
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MEMORANDUM

Platform Tennis Repairs	0	0	Each
Special Events	0	0	Hour
Building Maintenance	53	6	Each
Equipment/Vehicle Maintenance	1	1	Each
Training/Education	1.5	1.5	Hour
Skate Park Maintenance	0	0	Hour
Miscellaneous	0	0	Hour

Parks Maintenance
Monthly Highlights – March 2016

Contractual Maintenance:

- Molitor Athletic Fields prepared 4 baseball infields at Robbins and Veeck Park
  - Infield mix was added and leveled
  - Bases were set at proper distances
  - Wear spots around home plate were adjusted

Summary:

- Katherine Legge and Burns Field bathrooms
  - Opened and cleaned Monday – Friday
- 6 bathrooms were painted
  - Burns Field, Robbins Park, Katherine Legge
- 28 athletic fields have been laid out and will be lined weekly through June
  - 24 soccer fields
  - 4 lacrosse fields
- 47 lacrosse and soccer goals have been positioned and worn nets have been replaced
- Ornamental grasses were trimmed in central business district planting beds

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

BUILDINGMAINTENANCE DIVISION

Significant issues for the Month of March 2016

- Building Security and Fire Suppression

Repair electronic fire alarm system in the Village Hall and Library found NAC batteries were dead,

Test all electronic fire systems with Tyco in village buildings.

Test all water fire suppression systems with Fire Protection in village buildings.

Work at the Brush Hill Station Casa Margareta to test their fire alarm systems.

Help to repair security camera at Brush Hill Station with Police contractor.

- HVAC

Check all heating systems in Village buildings on out daily inspections.

Start the cooling systems up at the Village Hall for a few days and conduct test runs.

Service at the KLM Lodge to the cooling system the operates the Ballroom found bad contactors and other controls not working.

Service at the Casa Margarita check the cooling system and run test all seems good.

Meet with several contractors to look at the Pool hot water boilers for service.

- General Maintenance

Service work at the Casa Margarita to clean up various violation, work with Peter my carpenter to install the new West door. Work with the flooring contractor to have the Terrazzo floor repaired and cleaned.

Move office furniture at the Village Hall for Brad Bloom and reroute the computer cables in the office.

Work on installing new flat screen in the Board room.

Repair cement step at the Water Plant South end.

Work with elevator contractor to conduct inspections on all elevators.
Work at Police Station to repair lock on gun safe in evidence room.

Work with contractor to make repairs to the Village Hall large double hung windows we were starting at the South West corner of the building.

VILLAGE OF Hinsdale
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MEMORANDUM

Relocate the large radio antenna at the Fire station in order to install the new chimney cap.

Repair all light fixtures at Robbins Park building interior.

Clean all roof drain heads at various building with heavy rains approaching.

Work with contractor to remove the oil tank from the KLM Building.

Rod and clean all upper floor drains at the Public Services Garage.

Work with new Janitorial Company to start at all Village Buildings.

- Administration

Follow up with contractors and scheduling.

Check budget numbers and line up projects with dollars that are still available.

Work on the Memorial Hall Bathroom project as needed.

VILLAGE OF Hinsdale
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MEMORANDUM

Water/Sewer Division – Water

Water Activity Measures

Standard Tasks	March 2016	Prev Mo	YTD 2016
Utility Locates (JULIE)	547	341	1139
B-Box/Service Locates	688	503	1529
Water Mains Located	197	209	507
Main Break Repairs	2	7	16
B-Box/Service Repairs	11	6	19
Hydrants Replaced/Repaired	0	1	14
Service Connections/Inspections	14	8	23
Valve Installations/Repairs	0	0	1
Valves Exercised	22	14	57
Valves Located	22	14	57
Leak Investigations	1	7	20
Hydrants Flushed	5	5	27
High Bill Investigations	7	10	33
Water Fountains Serviced/Replaced	0	0	0
Disconnect Inspections	11	5	20
Meter Repairs	0	4	4
Meter/Remote Installs	10	24	46
Meters Removed	6	5	16
Meter Readings	1	47	64

Standard Tasks	Check Oil, Grease Fittings, Rotate Shafts(Weekly)	Bacteria Sampling
High Service/Pool Pumps #1, #2, #3, #4	✓	N/A
Well Pump Motors #2, #5, #10	✓	✓

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MEMORANDUM

Standard Tasks	March 2016	Prev Mo
Bacteria Samples	23	24
Field Chlorine	22	23
Field Turbidities	21	21
Lab Chlorine	26	25
Lab Turbidities	26	25
Lab pH	26	25
Lab Fluoride	26	25
Precipitation Readings	0	0
Temperature Readings (air)	26	25
Temperature Readings (water)	31	29
DBP Samples	0	0
Pumps Serviced	7	7
Sprinkling Violations	0	0
Lead and Copper	0	0

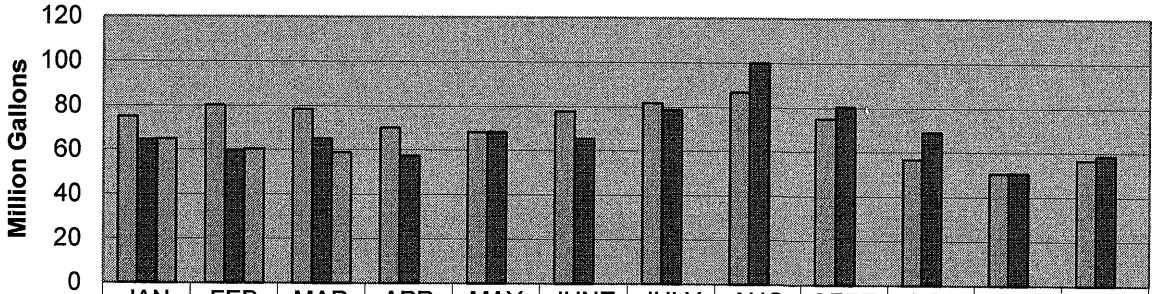
Water Main Break Repairs

March 2016	Prev Mo	YTD 2016
2	7	16

March Water Main Break Locations

Date	Address	Pipe Size/Type	Air Temp.	Duration
03/4/16	N.Lincoln & W.North	4" Cast Iron	32	8hrs.
03/21/16	58th & S Monroe	6" Cast Iron	51	7hrs

MONTHLY WATER PUMPAGE



	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2014	75.092	80.312	78.562	70.172	68.175	77.791	81.873	86.949	75.14	56.793	50.579	56.677
2015	64.601	59.866	65.199	57.466	68.278	65.39	78.856	99.974	80.583	69.078	50.755	58.485
2016	64.875	60.461	59.017									

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

Water/Sewer Division - Sewer

Sewer Activity Measures

Standard Tasks	March 2016	Prev Mo	YTD 2016
Catch Basins Replaced/Repaired	1	0	1
Inlet Replaced/Repaired	0	0	0
Manhole Replaced/Repaired	0	1	1
Catch Basins/Inlets Cleaned	11	0	13
Sewers Cleaned (feet) In-House	1450	800	2800
Sewers Cleaned (feet) Contractor	0	0	0
Sewers Televised (feet) Contractor	0	0	0
Sewers Replaced/Repaired (feet)	0	0	20
Sewer Mains Located	7	0	10
Back-up Investigations	2	0	2
Manholes Located	9	0	16
Cave-ins Checked	0	0	0
Sewer Inspections	0	0	0
IEPA sampling due to overflow event of combined sewers (Veeck CSO)	1	1	2