



MEETING AGENDA

**MEETING OF THE
VILLAGE BOARD OF TRUSTEES
Tuesday, February 7, 2017
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) Regular Meeting of January 24, 2017

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

5. VILLAGE PRESIDENT'S REPORT

6. FIRST READINGS - INTRODUCTION

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

Administration & Community Affairs (Chair Hughes)

- a) Approve amendments to the FY 2016-2017 Pay Plan

Environment & Public Services (Chair LaPlaca)

- b) 2017 Resurfacing Project Construction Contract
- c) 2017 Resurfacing Project Construction Observation Contract
- d) 2018 Resurfacing Design Engineering Contract
- e) 2018 Reconstruction Design Engineering Contract

Zoning & Public Safety (Chair Stifflear)

- f) Approve a Letter of Commitment with School District 181 regarding a proposed parking deck in the Central Business District
- g) Approve an Ordinance Amending Chapter 3 ("Single-Family Residential Districts"), Section 3-106 ("Special Uses"), of the Hinsdale Zoning Code to Authorize Planned Developments as a Special Use in Single-Family Residential Zoning Districts**
(Approved at Plan Commission on 1/11/17 by a vote of 6-1, two commissioners absent);
and

- h) Approve an Ordinance Approving a Planned Development Concept Plan and a Special Use Permit – 55th Street/County Line Road – Hinsdale Meadows Venture, LLC**
(Approved at Plan Commission on 1/11/17 by a vote of 5-2, two commissioners absent)
- i) Authorize a Hardship Permit Extension as set forth in 9-1-7(B)(4) for a period of six (6) months at fifty percent (50%) of the original base permit fee for 722 S. Lincoln

7. CONSENT AGENDA

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

Administration & Community Affairs (Chair Hughes)

- a) Approval and payment of the accounts payable for the period of January 25, 2017 through February 7, 2017, in the aggregate amount of \$833,075.76 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***
- b) Approve an Ordinance Amending Title 2 (Boards and Commissions), Chapter 12 (Historic Preservation Commission), Relative to Historic Preservation Commission Membership (First Reading – January 24, 2017)

8. SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

*These items require action of the Board. Typically, items appearing for Second Reading have been referred for further discussion/clarification or are zoning cases that require two readings. In limited instances, items may be included 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 an Ordinance Amending Title 3, Chapter 3 of the Village Code of Hinsdale Related to Classification and Number of Liquor Licenses (First Reading – January 24, 2017)

Zoning & Public Safety (Chair Stifflear)

- b) Approve a Referral to Plan Commission for Review and Consideration of a Text Amendment to Section 6-106(B)(7), to allow Tutoring and Education Curriculum Development with a Special Use permit in the O-2 Limited Office District (O-2) and two Special Use Permit applications from TinkRworks LLC and Stec Educational Group LLC (First Reading – January 24, 2017)

9. DISCUSSION ITEMS

- a) Crafty Coconut business model request
- b) Nicor Gas request for early start time for "Investing in Illinois" Project in Central Business District
- c) Proposed Hinsdale Middle School (HMS) Parking Deck Design and Capacity

10. DEPARTMENT AND STAFF REPORTS

- a) Community Development
- b) Parks & Recreation
- c) Economic Development
- d) Police

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

12. OTHER BUSINESS

a) Appointments to Boards & Commissions

13. NEW BUSINESS

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

15. TRUSTEE COMMENTS

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

17. 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
MINUTES OF THE MEETING
VILLAGE BOARD OF TRUSTEES
January 24, 2017**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, January 24, 2017 at 7:31 p.m., roll call was taken.

Present: President Tom Cauley and Trustees Christopher Elder, Neale Byrnes, Luke Stifflear, Gerald J. Hughes, Laura LaPlaca and Scott Banke

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 John Giannelli, Director of Community Development/Building Commissioner Robb McGinnis, Interim Parks & Recreation Manager Heather Bereckis, Village Planner Chan Yu, Administration Manager 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

There being no changes or corrections to the draft minutes, Trustee Elder moved to **approve the minutes of the regular meeting of January 10, 2017, as presented.** Trustee Byrnes seconded the motion.

AYES: Trustees Elder, Byrnes, Stifflear, Hughes, LaPlaca and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

SWEARING IN OF FIRE DEPARTMENT PERSONNEL

President Cauley read the biographies of Mr. Cameron Russell and Mr. Ryan Dudek who are new Firefighter/Paramedics. President Cauley administered the Oath of Office to each. He congratulated them and wished them the best of luck.

VILLAGE PRESIDENT'S REPORT

President Cauley thanked the Board of Trustees and Finance Commission members for their work at the joint meeting to discuss the Capital Improvement Plan (CIP). He explained that Village Manager Gargano works with the department heads and staff to prioritize capital projects to develop a five year plan. The plan is also reviewed by Trustee Hughes. This document was reviewed last night by the Board and the Finance Commission to determine what is in the best interest of the Village. Good feedback was provided. He noted capital planning is a relatively new process for Hinsdale, but allows the Village to save for anticipated capital expenditures. This practice helps alleviate the need for a bond issuance to pay for capital projects. He thanked the Trustees and Ms. Gargano for their hard work.

FIRST READINGS - INTRODUCTION

Administration & Community Affairs (Chair Hughes)

- a) **Approve an Ordinance Amending Title 2 (Boards and Commissions), Chapter 12 (Historic Preservation Commission), Relative to Historic Preservation Commission Membership**

Trustee Hughes introduced the item stating this relates to the Historic Preservation Commission membership. Since the number of members was reduced, it has been realized that per the Village code, there is more work for this Commission to do, specifically relating to the routine review of any application in an historic district. Given the volume of additional work required, it has been deemed appropriate to increase the membership from five to seven.

The Board agreed to move this item to the Consent agenda of their next meeting.

- b) **Approve an Ordinance Amending Subsection 3-3-11A(d) (Classification of Local Liquor Licenses) of the Village Code of Hinsdale Relative to Class A4- Supplemental License for Consumption on the Premises**

Trustee Hughes introduced the item stating this relates to the liquor code. One of our boutique wine stores has requested permission to sell liquor by the glass, as a result of demand from customers. He noted that this need was not anticipated at the time the code was rewritten. Assistant Village Manager/Director of Public Safety Brad Bloom added we codified the current practice of wine boutiques at the time. Mr. Bloom recommends redefining the A3 classification, instead of allowing the A4 add-on. Discussion followed regarding the A4 add-on and who was intended to use it. President Cauley commented this is a philosophical question; does the Village want to sell hard liquor by the glass at this type of business. Trustee Elder disagrees, and recalls the A3 classification was set up as it is purposefully. Trustee Stifflear commented this request gives him pause, because of the nature of hard spirits. Trustee Banke is not in favor of this change, and believes certain code stipulations should be enforced. Mr. Bloom noted this type of business is authorized by code to have tastings. Trustee LaPlaca would be in favor of this request, but believes it should be offered as a supplemental option only. This way the Board would have control over how many businesses used this model. Trustee Hughes asked for a copy of the entire liquor code and the fee schedule prior to the Board's next review of this item. The Village

Attorney will draw up the ordinance, and the business owner should be present at the next meeting to respond to questions from the Board.

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

Zoning & Public Safety (Chair Stifflear)

- c) **Approve a Referral to Plan Commission for Review and Consideration of a Text Amendment to Section 6-106(B)(7), to allow Tutoring and Education Curriculum Development with a Special Use permit in the O-2 Limited Office District (O-2) and two Special Use Permit applications from TinkRworks LLC and Stec Educational Group LLC**

Trustee Stifflear introduced the item, and noted that all applicants are present. He explained this is a text amendment to add tutoring and curriculum development as a special use in the O-2 zoning district. He said the Village has received two concurrent applications for this request. He noted that one of the applicants, TinkRworks has been operating illegally since November. Trustee Stifflear explained the approval time line: a second reading by the Village Board on February 7th, a public hearing at the Plan Commission in March, and back to the Village Board in April.

Mr. Anu Mahajan, CEO of TinkRworks located at 21 W. Second Street addressed the Board, and described the educational environment they provide. Their programs are for children ages 6-14; he reported the professionalism of their education team, they are unique in the area, and he believes they will enhance the educational opportunity for area children.

President Cauley commented this is a great use, but residents will be concerned about the intensity of use in terms of the number of students, the number of cars, and how it impacts the residential area. Mr. Mahajan reported the hours of operation and the current number of students. Discussion followed regarding maximum number of students per hour. Trustee Stifflear said a parking or drop off area might be a consideration. It was noted that outside activities would be conducted at area parks or the Community House; Trustee LaPlaca asked that this information be stated in the documentation. Consensus was that this item should be reviewed by the Plan Commission.

Ms. Christine Stec, owner of Stec Educational Group, addressed the Board. She explained that five years ago she began tutoring area students. She said there is a high demand for ACT and SAT preparation, which is her specialty. She would like to offer services to more students in a small office environment. She does not envision more than 6-8 people per class, because more than that would decrease the quality of service. The proposed site is located across from the community pool, near the medical centers. There is a large parking lot in the area, and she anticipates no traffic issues. She will be leasing a 1,000' square foot space to be used primarily as her office space and one small classroom.

The Board agreed to move these matters forward for a Second Reading at their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Banke moved **Approval and payment of the accounts payable for the period of January 11, 2017 through January 24, 2017 in the aggregate amount of \$1,198,749.14 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Byrnes, Stifflear, Hughes, LaPlaca and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

The following items were approved by omnibus vote:

- b) **Approve a new rental fee structure for Katherine Legge Memorial Lodge effective November 2017** (*First Reading – January 10, 2017*)

Environment & Public Services (Chair LaPlaca)

- c) **Approve a Resolution for Maintenance of Streets and Highways by Municipalities under the Illinois Highway Code (2017 Resurfacing Project)** (*First Reading – January 10, 2017*)

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

AYES: Trustees Elder, Byrnes, Stifflear, Hughes, LaPlaca and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

Zoning & Public Safety (Chair Stifflear)

- a) **Approve a Referral to Plan Commission for Review and consideration of a Text Amendment to Section 7-305(E), as it relates to Child Daycare Services not limited only to 'operation by or for a membership organization** (*First Reading – January 10, 2017*)

Trustee Stifflear reminded the Board this item is for Kensington School; there were no concerns expressed at the first reading.

Trustee Stifflear moved to **Approve a Referral to Plan Commission for Review and consideration of a Text Amendment to Section 7-305(E), as it relates to Child**

Daycare Services not limited only to 'operation by or for a membership organization. Trustee Byrnes seconded the motion.

AYES: Trustees Elder, Byrnes, Stifflear, Hughes, LaPlaca and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

- b) **Approve an Ordinance Approving Exterior Appearance Plans Related to Telecommunications Equipment Upgrades – Verizon - 339 W. 57th Street** (*First Reading – January 10, 2017*)

Trustee Stifflear introduced the item, there was no further discussion. Trustee Stifflear moved to **Approve an Ordinance Approving Exterior Appearance Plans Related to Telecommunications Equipment Upgrades – Verizon - 339 W. 57th Street.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Byrnes, Stifflear, Hughes, LaPlaca and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

- c) **Approve a Referral to Plan Commission for Review and Consideration of a Text Amendment to Section 5-105(C) to allow Pet Hospitals, Boarding Kennels and Grooming Services with a Special Use Permit in the B-1 Community Business District (B-1)** (*First Reading – January 10, 2017*)

Trustee Stifflear introduced the item and noted that two changes were made since the First Reading of the item; the height was reduced to 35' feet, and the outdoor dog walking area was eliminated. Village Planner Chan Yu noted a streetscape will be included with the exterior site plan, but the Board still has concerns about the height. It was noted these concerns should be communicated to the Zoning Board of Appeals and the Plan Commission for their respective reviews of this proposal.

Trustee Stifflear moved to **Approve a Referral to Plan Commission for Review and Consideration of a Text Amendment to Section 5-105(C) to allow Pet Hospitals, Boarding Kennels and Grooming Services with a Special Use Permit in the B-1 Community Business District (B-1).** Trustee Elder seconded the motion.

AYES: Trustees Elder, Byrnes, Stifflear, Hughes, LaPlaca and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

DISCUSSION ITEMS

None.

DEPARTMENT AND STAFF REPORTS

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

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

Village Manager Gargano reported there was a technical error with the videotaping of the January 19th Plan Commission meeting. The video begins 10 minutes late, but there is a full audio. Trustee Byrnes observed the end of the meeting is chopped off, too.

Trustee LaPlaca commented that Plan Commission meetings are difficult to hear. Ms. Gargano noted that there is money budgeted this year to address the microphones and the sound system in the Board room.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee LaPlaca congratulated Director of Public Services George Peluso and his staff as they have received an award from the Illinois Association of Public Services for the First Street brick project. Mr. Peluso noted the Village was also awarded an historic preservation award for the same project.

Trustee Hughes reflected on the CIP joint meeting held last night. He feels it was very successful. It was a very long meeting, but it was a great review of a lot of substance. He believes it is a benefit to all being together, but would suggest an earlier start time. He has some

ideas to streamline discussion. Trustee Byrnes noted, with respect to the length of the meeting, there were some big projects to discuss.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Elder **moved to adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of January 10, 2017.** Trustee Hughes seconded the motion.

AYES: Trustees Elder, Byrnes, Stifflear, Hughes, LaPlaca and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 8:58 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: First Reading – ACA

SUBJECT: Amendments to the FY 2016/17 Pay Plan

MEETING DATE: February 7, 2017

FROM: Darrell Langlois, Finance Director/AVM
Emily Wagner, Administration Manager
Heather Bereckis, Parks & Recreation Manager

Recommended Motion

Approve the following amendments to the FY 2016/17 Pay Plan:

- Creation of an HR/Payroll Specialist position (pay grade M101)
- Creation of a Parks & Recreation Coordinator position (pay grade NM304)

HR/Payroll Specialist Position Information

Background

Staff is bringing the aforementioned amendments to the Village Board to seek approval to modify the FY 2016-2017 Pay Plan. Staff is seeking these modifications in advance of the next fiscal year in order to begin recruitment efforts.

In January of 2017, the Village's Finance Payroll Account Clerk announced her retirement effective June 23. As a result, the Village used this opportunity to examine the current staffing model and consider alternative staffing models.

Discussion & Recommendation

In both the private and public sectors, either the Finance or Human Resources department staffing model generally includes a position of either Specialist or Generalist. This position is usually responsible for all payroll-related tasks and provides administrative support to both the Finance Director and Human Resources Manager.

Currently, the Finance Account Payroll Clerk is primarily responsible for administering the Village's payroll program, paying state and federal taxes, preparing W2 forms, providing IMRF benefit support, entering insurance enrollments, coordinating retiree billing, and maintaining all databases (consisting of numerous standalone spreadsheets due to not having an ERP) pertaining to employee benefits. Other duties are assigned as needed during health insurance open enrollment or during periods of mandated deadlines.

Going forward, it is recommended to recruit for a candidate with this proposed job title in order to secure an employee with both a payroll and human resources background and skill set. The goal is to secure a candidate who can successfully administer the aforementioned duties, plus the following: liability and worker's compensation insurance administration, additional insurance benefit administration, assist with collective bargaining, compliance with OSHA and ACA standards, and the upcoming finance software conversion. The attached job description provides additional details regarding the position's essential functions.

The creation of this position provides enhanced service delivery in both the Finance and Administration departments. If approved, staff will begin advertising for this position in order to have a candidate in place to overlap the tenure of the current Account Clerk before she retires.

Budget Impact

Currently, the Finance Clerk is eligible for overtime and works 37.5 hours per week and is included in the 2016/17 Pay Plan as Non-Management 315 at \$42,924-\$62,412. The actual salary for the incumbent is \$59,254.

The proposed position's classification is Management 101 at \$49,353-\$71,759. This classification was selected due to the results of the attached salary survey that correlated with the Village pay plan's entry level management classification. The proposed position would be exempt (not eligible for overtime) and at 40 hours week. There is \$60,000 included in the Village's Fiscal Year 2016/17 Budget (account 2204-7909). While the position is budget neutral today, it would eventually result in an increase cost to the Village depending on employee tenure as the proposed maximum salary range exceeds that of the current position.

Parks & Recreation Coordinator Position**Background**

In June of 2016, the Parks & Recreation Director resigned to accept a position at a park district. As a result, the Village has been using this opportunity to examine the current staffing model and examine alternative staffing models.

Discussion & Recommendation

Since June of 2016, the Recreation Supervisor has been functioning as the interim Parks & Recreation Manager. The current staffing model of the Parks & Recreation Department is two full-time employees with a part-time temporary employee. The Village hired this temporary Parks & Recreation employee to assist with the day-to-day activities of the Parks & Recreation Department, including the development of marketing pieces and social media, assistance with the Parks & Recreation Commission materials, program and all special event management, administrative duties and program registration, learning the upgraded RecTrac software system and other special projects.

In order to continue to provide effective and efficient customer service with upcoming summer programs about to start in several months – including the Community Pool that will open on May 27 – staff is recommending that the a full-time Parks & Recreation Coordinator position is created. The attached job description demonstrates the position's anticipated responsibilities, including preparing reports, overseeing the Community Pool, maintaining all of the Department's social media presence, and supervising seasonal employees.

Budget Impact

A salary survey and review of current comparable position openings indicates that a fair market starting salary is \$38,000 and would include benefits. The salary survey is attached; these comps were selected based on the job descriptions. There are salary savings from the

vacancy of the Parks & Recreation Director position that was budgeted annually with benefits. Staff is requesting the consideration of this position now in order to fill it before summer programming commences instead of waiting until the May 1 fiscal year.

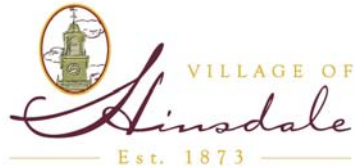
The proposed classification is Non-Management 304 at \$38,000-\$55,100. The proposed position would be non-exempt (eligible for overtime) and at 37.5 hours week.

Village Board and/or Committee Action

N/A

Documents Attached

1. Draft job descriptions
2. Organizational charts
3. Salary surveys
4. Proposed 2016/17 Pay Plan



VILLAGE OF HINSDALE POSITION DESCRIPTION

POSITION: Human Resources and Payroll Specialist
DATE: February 7, 2017
DEPARTMENT: Finance/Administration
REPORTS TO: Assistant Finance Director and HR Manager
PAY GRADE: M101; \$49,353-\$71,759
FLSA STATUS: Exempt; confidential employee

Position Purpose

Responsible for payroll administration and human resources administrative support in the Finance and Administration departments.

Supervision Exercised

None.

Job Duties

Essential Functions:

- Oversees and administers Village payroll system on a bi-weekly basis. Regularly audits Village payroll system. Ensures accurate payroll deductions. Maintains employee and retiree data in payroll system.
- Calculates and processes all wage adjustments.
- Tracks and processes all paid time off for employees per Village policy.
- Maintains annual payroll calendar.
- Liaison to the Illinois Municipal Retirement Fund (IMRF) with regard to benefits administration. Processes monthly IMRF reports.
- Prepares and submits tax information, such as 941s, W2s and 1099s.
- Coordinates payment of insurance for retirees by working with post employment health plan provider, pension system administrator and/or billing retirees. Bills former employees who have elected to continue health care coverage.
- Assists in personnel related matters including employee recruitment and selection of sworn and non-sworn positions.
- Creates job postings and advertisements for position openings. Coordinates interviews with applicants. Schedules and conducts pre-employment reference checks and coordinates applicable pre-employment testing and/or post-offer physical and drug screens.
- Oversees the human resource benefits system. Ensures that system records are accurately recorded and cross-checked. Enters new hire information or other changes to employee benefits.
- Assists with open enrollment for medical, dental, vision, life, flex spending and other employee benefits.

- Ensures that human resource files and records are maintained in accordance with legal requirements and Village policies and procedures.
- Completes monthly and year-end personnel related reports.
- Responds accurately and timely to requests for information , including FOIA requests.
- Assists the Village's collective bargaining negotiating team by researching issues, and preparing related communications.
- May serve as the Village Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA) and assists in ensuring the proper implementation of roles, responsibilities, practices and procedures outlined in the Village's Safety program.
- May serve as the Village Alternate Delegate to the Intergovernmental Personnel Benefit Cooperative (IPBC) regarding the Village's health and medical insurance benefits.
- Assists the Village's wellness committee.
- Assists with FMLA and COBRA program implementation.
- Coordinates employee relations activities and events.
- Ensures compliance with legislation and regulations, including the Affordable Healthcare Act, OSHA and EEO.
- Assists with answering phones in the Finance Department and may be required to perform some customer service functions, as needed.
- Maintains and manages applicable clerical work as assigned.

Marginal Functions

- Assists with other Finance/Human Resource Department special projects.
- Other duties as assigned.

Environmental Factors

The work environment generally includes an office setting. The noise level is usually quiet.

Physical Requirements

Regularly required to sit; use hands to touch, handle, or feel; reach with hands and arms and talk and hear. Occasionally required to stand; walk and stoop, kneel, crouch or crawl. May lift and/or move up to 20 pounds. The position requires prolonged periods of concentration. Specific vision abilities required by this position include close vision and ability to adjust focus.

Safety Functions

- Becomes familiar with and observes all applicable safety and security policies/procedures.
- Immediately reports all unsafe conditions and acts to supervisor.
- Reports all accidents to supervisor immediately.
- Recommends improvements to safety and security practices.
- Obeys and adheres to all safety rules and work practices.

Knowledge, Skills and Abilities

Individual must have general knowledge and understanding of basic human resource reporting and recordkeeping functions including applicable federal, state and local employment-related laws and regulations and fundamental principles and practices of public personnel.

Individual must have demonstrated ability to administer a payroll program for an entire organization.

Ability to maintain mental focus in a fast-paced multi-tasking environment and to work over scheduled hours per week as needed. Must be a self-starter with the ability to exercise independent judgment and manage one's time in an effective manner.

The individual must be able to communicate clearly and concisely, both orally and in writing, and establish and maintain effective relationships with fellow employees, other departments, management staff and the general public.

Position Requirements

- A Bachelor's degree in Human Resources or related field is preferred. Some college is acceptable depending on qualifications and related work experience.
- A minimum of two years of full-time practical experience; municipal experience preferred.
- Strong knowledge of Microsoft Office, including Word, Excel and PowerPoint.
- Ability to learn how to update the Village website.
- Previous experience with HRIS; ERP conversion experience preferred.
- Ability to use general office equipment.

Benefits

This position participates in the Illinois Municipal Retirement Fund (IMRF). Full benefits are included in this position, including medical, dental and vision insurance.

Process

The selection process includes an application process, interview process, drug screening and background check. **The deadline to apply is X.** The position is expected to be filled as soon as the interview process and background checks are completed.

Interested candidates should submit an application, resume and a cover letter to the Village of Hinsdale, Village Manager's Office, Attn: Human Resources, 19 E. Chicago Hinsdale, IL 60521, e-mail: hr@villageofhinsdale.org. Visit www.villageofhinsdale.org/jobs for a job application. The Village is an EOE employer.



VILLAGE OF HINSDALE POSITION DESCRIPTION

POSITION: Recreation Coordinator
DATE: February 7, 2017
DEPARTMENT: Parks and Recreation
REPORTS TO: Manager of Parks & Recreation
PAY GRADE: NM304; \$38,000-\$55,100
FLSA STATUS: Non-Exempt

Position Purpose

Under general direction, the Recreation Coordinator will budget, plan, organize, promote, and evaluate a variety of adult education and recreation programs, and special events.

Supervision Exercised

Supervises seasonal employees.

Job Duties

Essential Functions:

- Assist with the development of the Parks and Recreation Department budget.
- Develop, create and implement a wide variety of special events based on current trends, community needs, and demographics. Prepare evaluation reports following all special events.
- Assist in design and coordination of strategic marketing and promotional efforts for special events, pool, platform tennis and all programming, with the assistance of Manager of Parks & Recreation (brochures, flyers, posters, etc.).
- Manage social media accounts and assist in maintenance of Parks & Recreation website.
- Oversee daily functions of the Hinsdale Community Pool, including preseason preparation and post season reports.
- Supervises subordinate personnel (summer staff: pool, town team, cashiers, dive, and private lessons). Carries out supervisory responsibility in accordance with Village policies, procedures and applicable law. Assists in selecting new personnel. Provides training and instruction. Plans, coordinates, schedules, assigns and reviews work and maintains work standards. Administers appropriate performance counseling and disciplinary action. Ensures maintenance of high customer service standards.
- Assist with purchasing of all appropriate supplies and equipment for events, programs and pool.

- Develop, create and implement and oversee a wide variety of recreation programs based on current trends, community needs and demographics.
- Plan, administers and maintains Adult Men's Softball League.
- Maintain contractual relationships associated with recreational programming providers and local community organizations.
- Serve on or attend committee and focus group meetings as assigned by Manager of Parks & Recreation.
- Visit recreation programs as necessary.
- Assist Manager of Recreation Services with seasonal field allocations.
- Administrative duties (answering phones, filing, registration, etc.).
- Assist in as needed in Manager's absence (vacations, sick leave, etc.).
- Provide quarterly assessments of Special Events and programs.

Marginal Functions

- Prepare other reports and proposals, as needed pertaining to programming, the pool, and special events.
- Other duties as assigned.

Environmental Factors

The work environment includes an office setting, the Community Pool, parks and the general outdoors. The candidate is subject to inclement weather conditions, high levels of noise for an extended period of time, exposure to fumes or disagreeable odors.

Physical/Mental Requirements

Regularly required to sit, use hands to touch, handle, or feel; reach with hands and arms and talk and hear. Occasionally required to stand; walk and stoop, kneel, crouch or crawl. May lift and/or move up to 50 pounds. Specific vision abilities include close vision, distance vision, depth and the ability to adjust focus.

Safety Functions

- Becomes familiar with and observes all applicable safety and security policies/procedures.
- Immediately reports all unsafe conditions and acts to supervisor.
- Reports all accidents to supervisor immediately.
- Recommends improvements to safety and security practices.
- Obeys and adheres to all safety rules and work practices.

Knowledge, Skills and Abilities

- Knowledge of the principles and practices of parks and recreation operations and programs. Knowledge of pool operations and aquatic safety.
- Knowledge of federal, state and local law affecting parks and recreation operations.
- Knowledge of municipal administration and organization.
- Frequent contact with other Village employees, community groups, volunteers affiliate organizations, vendors, local businesses, and the public; must be able to

communicate verbally, must occasionally make presentations and demonstrate good customer relations.

- Frequently prepares written reports; must be able to communicate in writing.
- Ability to develop new creative recreation programs and special events.
- Ability to develop new marketing plans for seasonal programs.
- Ability to provide supervision. Ability to influence, encourage, convince and train others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to subordinate personnel.
- Excellent file maintenance and organization skills required.
- Ability to handle multiple tasks simultaneously and in a timely manner.
- Ability to learn, understand and adhere to all applicable safety precautions and procedures.

Position Requirements

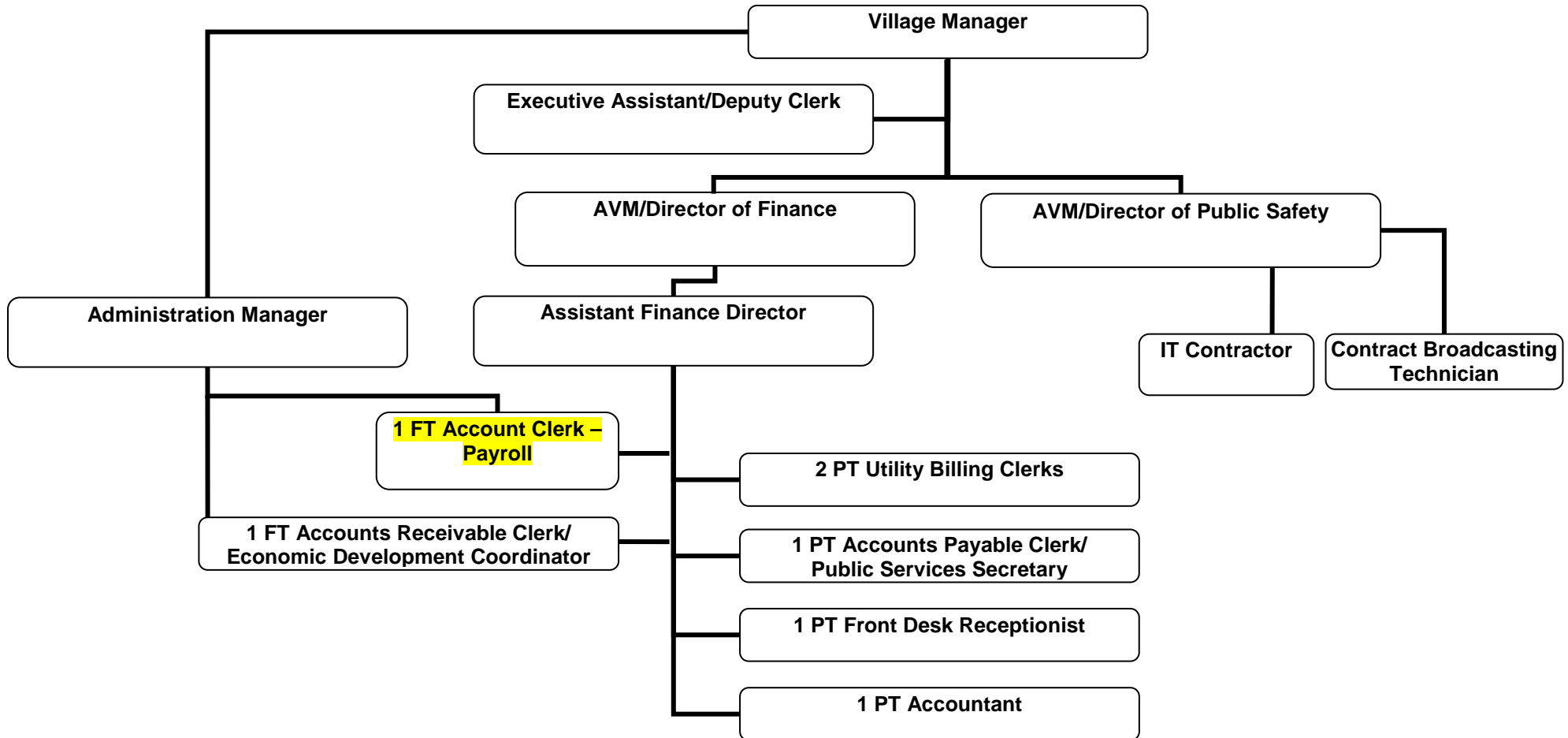
Graduate from an accredited college or university with a Bachelor's degree in Recreation or related field with 1–2 years of full-time programming experience. Starguard Lifeguard and CPR/First Aid certifications required or must be obtained within 6 months of hire.

Process

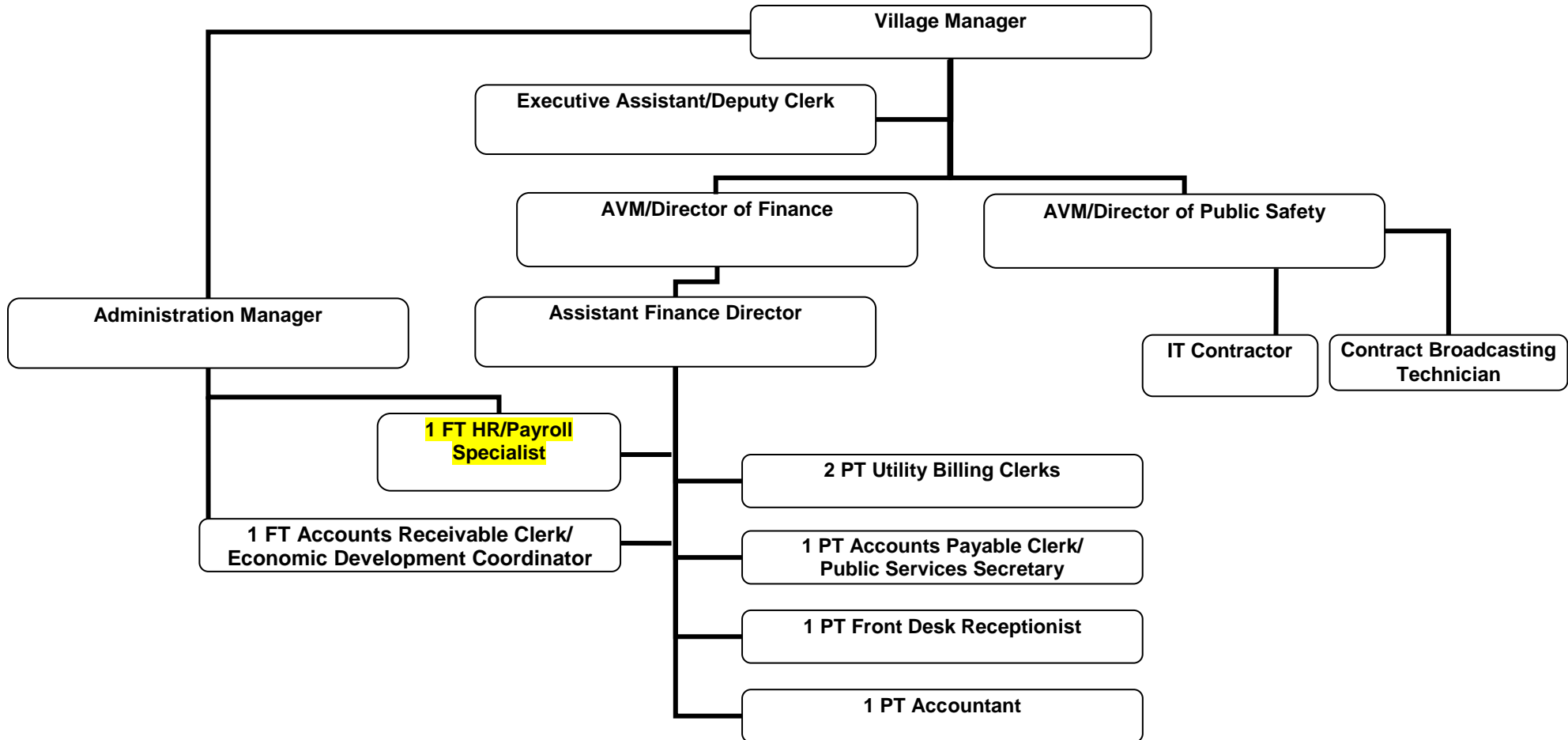
The selection process includes an application process, interview process, drug screening and background check. **The deadline to apply is X.** The position is expected to be filled as soon as the interview process and background checks are completed.

Interested candidates should submit an application, resume and a cover letter to the Village of Hinsdale, Village Manager's Office, Attn: Human Resources, 19 E. Chicago Hinsdale, IL 60521, e-mail: hr@villageofhinsdale.org. Visit www.villageofhinsdale.org/jobs for a job application. The Village is an EOE employer.

Village of Hinsdale
Finance/Administration Department
Current

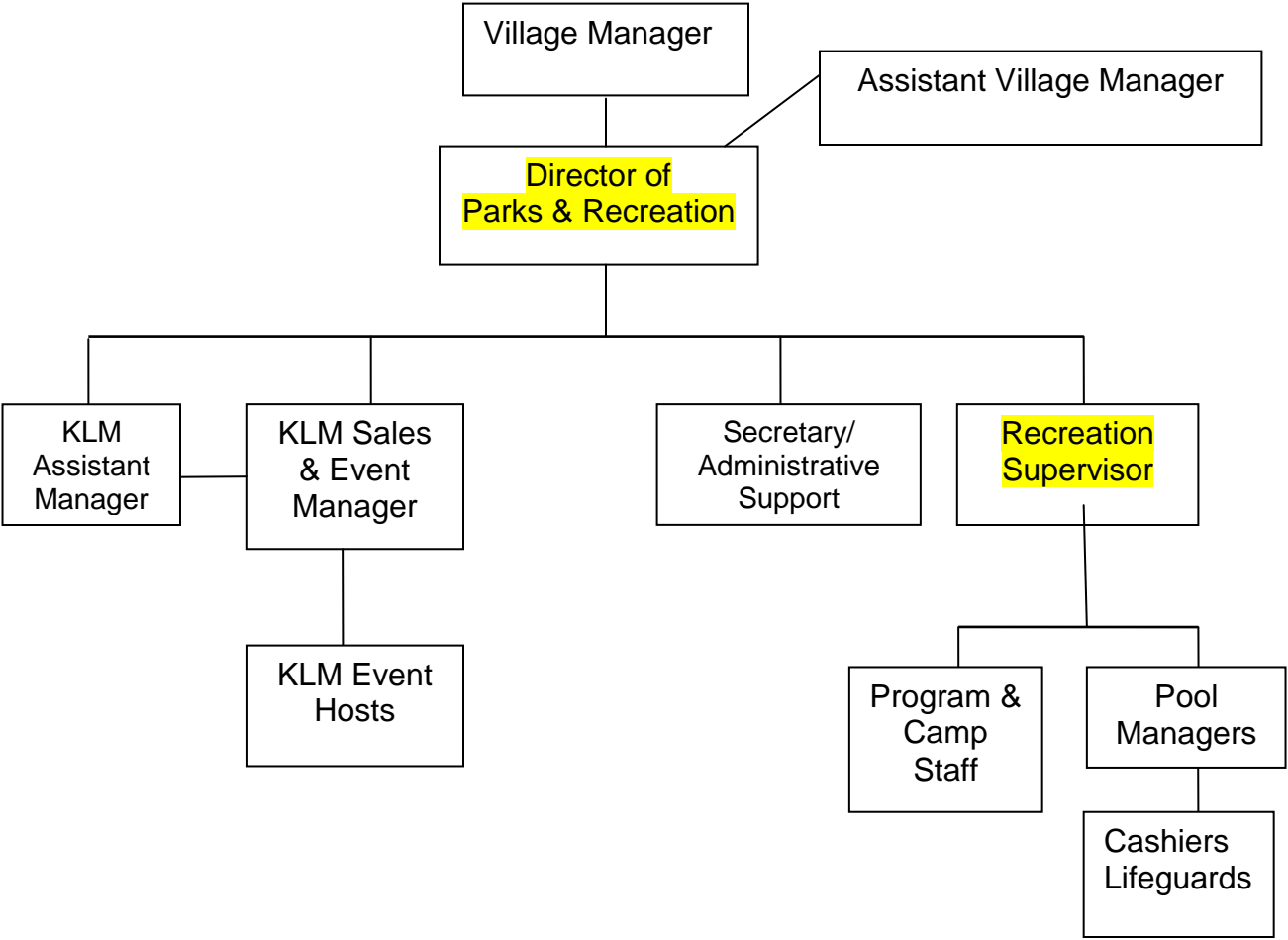


**Village of Hinsdale
Finance/Administration Department
Proposed**



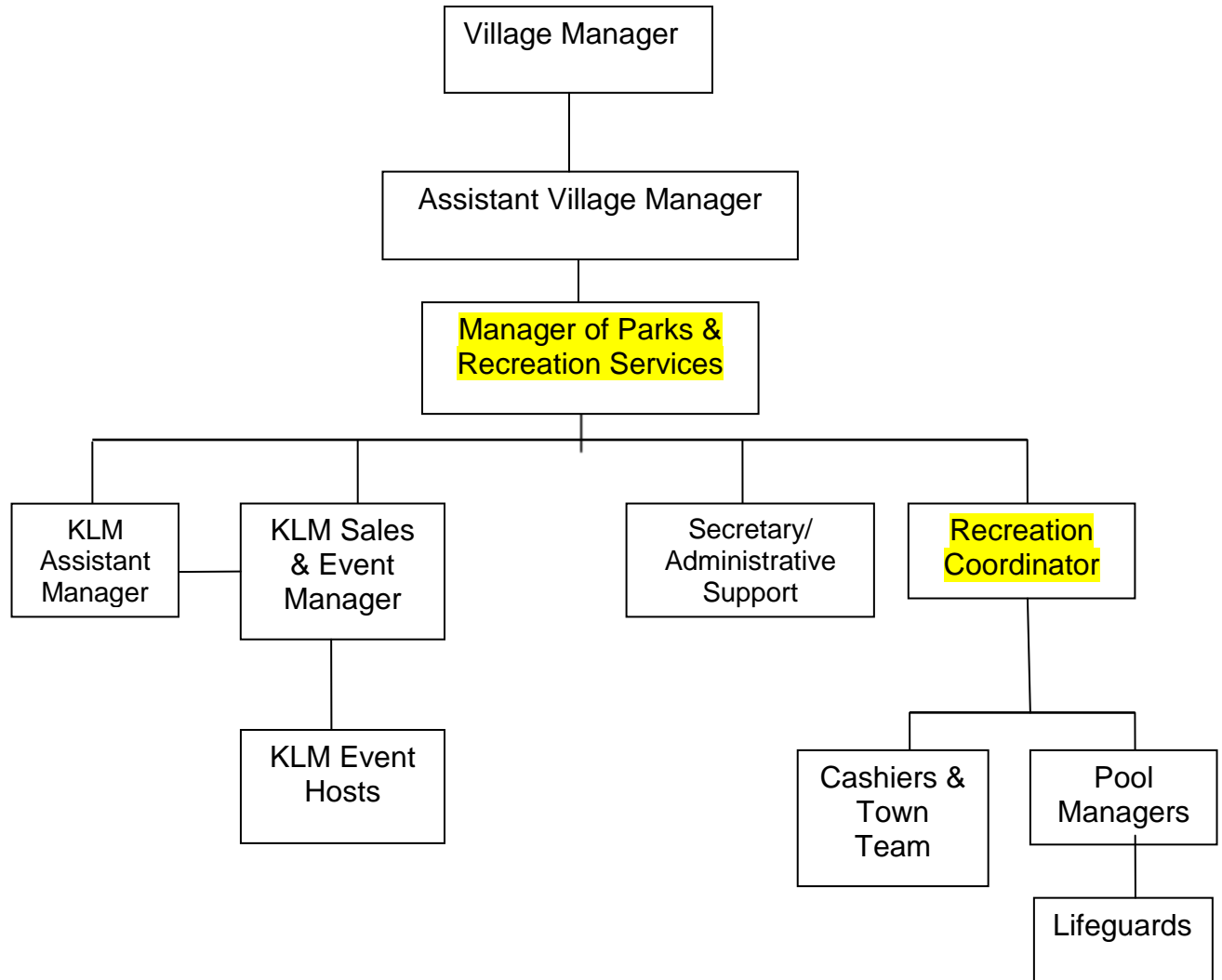
Village of Hinsdale
Parks & Recreation Department

**Previous
Parks & Recreation Department
Organizational Chart**



Village of Hinsdale
Parks & Recreation Department

**Proposed
Parks & Recreation Department
Organizational Chart**



HR Specialist Salary Survey**2/7/17**

Source/Community	Starting Salary
Payscale.com	\$ 44,000
Public Salary: Glendale Heights - HR Specialist	\$ 47,840
Public Salary: Bartlett - Benefits Coordinator	\$ 48,020
Public Salary: Hanover Park - Payroll/Benefits Specialist	\$ 48,318
Public Salary: Schaumburg - Benefits Specialist	\$ 50,935
Public Salary: Lake Forest - HR Specialist	\$ 51,249
Public Salary: Batavia - HR Assistant	\$ 47,385
<i>Average:</i>	\$ 48,250

Recreation Coordinator Salary Survey

2/7/17

Source/Community	Starting Salary
Payscale.com	\$ 37,000
Norridge Aquatics Supervisor	\$ 40,000
YMCA - Youth Director	\$ 38,000
Western DuPage Special Recreation Association Rec. Specialist	\$ 36,500
St. Charles Activity Center Supervisor	\$ 40,000
Bensenville Park District Leisure Center Supervisor	\$ 36,000
Streamwood Park District Marketing & Communications Manager	\$ 39,000
Downers Grove Park District Recreation Specialist	\$ 37,000
<i>Average:</i>	\$ 37,938

**VILLAGE OF HINSDALE
FY 16/17 PAY SCALE
FULL-TIME EMPLOYEES - 2% COLA
NON-UNION**

Classification	Grade	Annual Hours	Exempt from OT	Title	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum
Management	M140	2080	Y	Assistant Village Manager/ Director of Finance Assistant Village Manager/ Director of Public Safety	\$ 114,839.53	\$170,407.04	\$55.2113	\$81.9265
Management	M135	2080	Y		\$109,098.27	\$161,886.20	\$52.4511	\$77.8299
Management	M130	2080	Y	Director of Community Development/ Building Commissioner Director of Public Services Police Chief Fire Chief Director of Parks & Recreation	\$103,641.93	\$153,792.07	\$49.8279	\$73.9385
Management	M125	2080	Y		\$98,461.23	\$146,102.76	\$47.3371	\$70.2417
Management	M120	2080	Y		\$93,537.50	\$138,798.11	\$44.9700	\$66.7299
Management	M115	2080	Y	Director of Economic Dev/Urban Design Village Engineer Administration Manager Assistant Director of Public Services Deputy Police Chief	\$88,861.30	\$131,857.80	\$42.7218	\$63.3932
Management	M110	2080	Y	Assistant Fire Chief	\$84,417.14	\$125,264.73	\$40.5852	\$60.2234
Management	M105	2080	Y	Assistant Finance Director Public Services Superintendent Water/Sewer Superintendent Assistant to the Village Manager IT Coordinator Assistant Village Engineer Village Planner	\$77,291.08	\$119,001.84	\$37.1592	\$57.2124
Management	M104	2080	Y	Civil Engineer	\$63,984.60	\$94,697.21	\$30.76	\$45.53
Management	M103	2080	Y	Management Analyst	\$57,898.26	\$85,689.42	\$27.8357	\$41.1968
Management	M101	2080	Y	Administrative Services Coordinator Human Resources/Payroll Specialist	\$49,353.08	\$71,759.06	\$23.7274	\$34.4995
Management	M100	2080	Y	Recreation Supervisor	\$44,866.44	\$65,236.00	\$21.5704	\$31.3635
Supervisory	S205a	2080	N	Police Sergeant	\$73,905.17	\$112,410.40	\$35.5313	\$54.0435
	S205b	2764	N	Fire Captain	\$73,905.17	\$112,410.40	\$26.7385	\$40.6695
Supervisory	S200a	2764	N	Fire Lieutenant	\$67,171.59	\$102,168.56	\$24.3023	\$36.9640
Supervisory	S200b	2080	N	Roadway Supervisor Village Forester Village Horticulturist Building Maintenance Supervisor	\$67,171.59	\$102,168.56	\$32.2940	\$49.1195
Non-Management	NM370	1950	N	Deputy Building Commissioner	\$65,986.77	\$100,366.42	\$33.8394	\$51.4700
Non-Management	NM365	1950	N		\$62,973.36	\$95,783.02	\$32.2940	\$49.1195
Non-Management	NM360	1950	N	Plan Reviewer	\$61,879.96	\$94,119.96	\$31.7333	\$48.2666
Non-Management	NM355	2764	N	Firefighter/Paramedic	\$62,158.17	\$93,494.01	\$22.4885	\$33.8256

**VILLAGE OF HINSDALE
FY 16/17 PAY SCALE
FULL-TIME EMPLOYEES - 2% COLA
NON-UNION**

Classification	Grade	Annual Hours	Exempt from OT	Title	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum
Non-Management	NM350	1950	N	Code Enforcement Officer	\$58,273.27	\$87,650.64	\$29.8837	\$44.9490
Non-Management	NM345	1950	N		\$54,897.49	\$79,821.15	\$28.1526	\$40.9339
Non-Management	NM340	1950	N		\$53,724.27	\$78,115.29	\$27.5509	\$40.0591
Non-Management	NM335	1950	N	Village Clerk/Executive Assistant	\$51,936.99	\$75,516.58	\$26.6344	\$38.7264
Non-Management	NM330	1950	N		\$49,950.03	\$72,627.52	\$25.6154	\$37.2449
Non-Management	NM325	1950	N		\$47,572.59	\$69,170.72	\$24.3962	\$35.4722
Non-Management	NM320	1950	N	Economic Development/Finance Clerk* Administrative Services Coordinator	\$44,866.44	\$65,236.00	\$23.0084	\$33.4544
Non-Management	NM315	1950	N	Secretary	\$42,924.48	\$62,412.36	\$22.0126	\$32.0063
				Account Clerk				
				Records Clerk				
Non-Management	NM310	1950	N		\$40,451.42	\$58,816.49	\$20.7443	\$30.1623
Non-Management	NM305	1950	N		\$39,151.66	\$56,820.54	\$20.0778	\$29.1387
Non-Management	NM304	1950	N	Parks & Recreation Coordinator	\$38,000.00	\$55,100.00	\$19.4872	\$28.2564
Non-Management	NM300	1950	N		\$36,591.71	\$53,204.49	\$18.7650	\$27.2844

**REQUEST FOR BOARD ACTION**
Public Services &
Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: 2017 Resurfacing Project Construction Contract

MEETING DATE: February 7, 2017

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the contract for construction of the 2017 Resurfacing Project to A Lamp Concrete Contractors, Inc. in the amount not to exceed \$2,093,814.25.

Background

In September 2016, the Board of Trustees approved the 2017 Resurfacing Project (see Attachment 1). From September – December 2016, the Village's consulting engineer, HR Green, developed bid documents. The project was bid in January 2017. Bids were opened on January 27, 2017. The six bids received were reviewed by the Village's consulting engineer and are summarized below:

• Plotte Construction	\$2,743,953.20
• Johnson Paving	\$2,527,612.77
• Brothers Asphalt	\$2,477,258.76
• Schroeder Asphalt	\$2,387,120.51
• K-Five	\$2,367,882.09
• A Lamp Concrete Contractors	\$2,282,154.25

The engineer's recommendation and bid summary are provided in Attachments 2 and 3. The bids are based upon estimated quantities. Final payouts will be dependent upon actual work done.

Discussion & Recommendation

The lowest responsible bidder for the 2017 Resurfacing Project is A Lamp Concrete Contractors, Inc. A Lamp has successfully worked in the Village of Hinsdale on the 2014 Resurfacing Project (S. Adams Street, et. al.) and the 2105 Reconstruction Project (Ravine Street, et. al.). Staff recommends that the Village of Hinsdale contract with A Lamp to conduct the 2017 Resurfacing Project.

The bid documents for the resurfacing project included redundant quantities for repaving of the Central Business District (CBD) during both business hours and overnight in order to understand and receive the lowest costs for these operations. Bidding the CBD resurfacing during the day and night also allows the Village to retain the flexibility to choose a resurfacing time which has the least impact on residents and businesses. Since the unit costs for day or

night resurfacing are the same (\$73/ton per lines 4A and 4B of the bid summary), staff recommends the bid amount of \$2,282,154.25 should be reduced by the value of the redundant paving quantity or \$188,340. This equals a recommended contract value not to exceed \$2,093,814.25.

Staff is currently waiting on the water main permit from the Illinois Environmental Protection Agency. To achieve the lowest resurfacing costs and to avoid delaying the resurfacing bidding due water main permitting, bidding documents for the water main construction on Symonds Drive and N. Elm Street will be permitted and bid separately.

Budget Impact

2017 Master Infrastructure Plan (MIP) Budget*		
MIP – 2017 Resurfacing	\$479,400	Resurfacing streets
MIP – 2017 Maintenance	\$1,250,000	Resurfacing streets
Additional Work Recommended for 2017		
Annual Infrastructure Fund	\$800,000	CBD street resurfacing
Sidewalk Fund	\$200,000	Brick crosswalks in CBD
General Funds/Economic Development Capital Improvement (CIP)**	\$60,000	Village Place concrete replacement
Total Recommended Budget	\$2,789,400	

*The budget includes construction and all engineering services (design & construction observation).

**Budget & CIP include \$60,000 for Village place: current engineer's estimate is approximately \$104,000.

	Budget	Proposed	
Design Engineering	\$ 97,629	\$ 91,725.00	HR Green Proposal
Construction Observation	\$ 154,720	\$ 147,187.00	HR Green Proposal
Street Resurfacing Project	\$2,537,051	\$2,093,814.25	Recommended contract
Water main construction		\$ 342,000.00	Engineer's estimate
Total	\$2,789,400	\$2,674,726.25	
Contingency		\$ 114,673.75	

Village Board and/or Committee Action

Documents Attached

1. 2017 Resurfacing Streets
2. HR Green's recommendation letter
3. 2017 Resurfacing Project construction bid tab
4. 2017 Resurfacing Project contract documents

Name	Location
------	----------

2017 MIP Resurfacing Project

59th Street	Elm Street	East End
58th Street	Garfield Street	Giddings Avenue
58th Street	Giddings Avenue	East End
Giddings Avenue	58th Street	South End
Ninth Street	Thurlow Street	Madison Street
Washington Street	Third Street	Fourth Street

2017 Maintenance Project funds

Madison Street	Second Street	Fourth Street
Madison Street	Fourth Street	Sixth Street
North Street	Adams Street	Monroe Street
North Street	Monroe Street	Madison Street
Hickory Street	Elm Street	Oak Street (W)
Park Avenue	First Street	Third Street
Elm Street	Chicago Avenue	First Street
Elm Street	First Street	Third Street
Elm Street	Third Street	Fourth Street
Symonds Drive	Garfield Street	Park Avenue
Symonds Drive	Park Avenue	Elm Street
Elm Street	Walnut Street	Symonds Drive
Adams Street	North Street	Hickory Street
Adams Street	Hickory Street	Walnut Street
Adams Street	Walnut Street	Maple Street
Elm Street	Fourth Street	Sixth Street
Park Avenue	Seventh Street	Eighth Street

Alternate Resurfacing Streets

Stough Street	Eighth Street	South End
Woodmere Drive	West End	Garfield Street
Oak Street	First Street	Third Street

Central Business District - Annual Infrastructure Funds

Hinsdale Avenue	Grant Street	Lincoln Street
Hinsdale Avenue	Lincoln Street	Washington Street
Hinsdale Avenue	Washington Street	Garfield Street
First Street	Grant Street	Lincoln Street
First Street	Lincoln Street	Washington Street
First Street	Washington Street	Garfield Street
Grant Street	Hinsdale Avenue	First Street
Lincoln Street	Hinsdale Avenue	First Street
Lincoln Street	First Street	Second Street
Washington Street	Hinsdale Avenue	First Street
Washington Street	First Street	Second Street
Garfield Street	Hinsdale Avenue	First Street
Garfield Street parking lot and CBD Crosswalks		
Village Place	Hinsdale Avenue	First Street



January 31, 2017

Mr. Daniel M. Deeter, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489

Re: Proposed Infrastructure Improvements for the Hinsdale 2017 Resurfacing Project
Section No. 16-00096-00-RS
HR Green No.: 87150438

Dear Mr. Deeter:

Attached please find the tabulation sheet for the bids accepted on January 27, 2017 for the Hinsdale 2017 Resurfacing Project. HR Green has verified that ALamp Construction Company, Inc. is the apparent qualified low bidder. We recommend the Village of Hinsdale accept ALamp Concrete Contractors, Inc. bid in the amount of **\$2,282,154.25**. The engineer's opinion of probable construction cost was estimated at \$2,287,347.85.

If you have any questions or need additional information please call me at 815-509-7119.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Scott Creech', written over a horizontal line.

T. Scott Creech, P.E.
Senior Project Manager

Enclosure

TSC/ka

\\hrgnl\data\87150438\Design\Bid\ltr-013117-LetterofRecommendation.docx

HRGreen.com

Phone 815-509-7119 Fax 815-509-7118

Toll Free 800-333-7119

H. R. GREEN, INC.
323 Alana Drive
New Lenox, IL 60451
PH: (815) 462-9324



Project Name (Section No.): Hinsdale 2017 Resurfacing (16-00096-00-RS)
Bid Date: January 29, 2017
HR Green Project No: 87150438
Engineer's Opinion of Probable Construction Cost - \$2,287,347.85

Alamp Concrete Contractors, Inc.
LOWEST BID

K-5 Construction

J.

		UNIT	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	GRADING AND SHAPING OF DITCHES	FT	35	\$20.00	\$700.00	\$50.00	\$1,750.00				
2	BITUMINOUS MATERIALS (TACK COAT)	POUNDS	29,796	0.01	\$297.96	2.00	\$59,592.00				
3	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	3,050	89.00	\$271,450.00	79.00	\$240,950.00				
4A	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	5,210	73.00	\$380,330.00	60.00	\$312,600.00				
4B	HOT-MIX ASPHALT SURF. CSE., MIX "D", N50 (CENTRAL BUSINESS DISTRICT NIGHT PAVING)	TON	2,580	73.00	\$188,340.00	63.00	\$162,540.00				
5	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT JOINT	SQ YD	810	8.00	\$6,480.00	10.00	\$8,100.00				
6	AGGREGATE BASE COURSE REM & REPLACEMENT, 12 INCH	SQ YD	2,120	10.00	\$21,200.00	1.00	\$2,120.00				
7	AGGREGATE BASE CSE, TYPE B-8"	TON	492	25.00	\$12,300.00	10.00	\$4,920.00				
8	DETECTABLE WARNINGS	SQ FT	1,296	20.00	\$25,920.00	25.00	\$32,400.00				
9	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	SQ YD	66,180	2.15	\$142,287.00	6.97	\$461,274.60				
10	DRIVEWAY PAVEMENT REMOVAL	SQ YD	9	15.00	\$135.00	80.00	\$720.00				
11	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	SQ FT	6,336	8.65	\$54,806.40	6.40	\$40,550.40				
12	PORTLAND CEMENT CONCRETE SURFACE REMOVAL, (VAR. 0" - 1 3/4")	SQ YD	2,400	2.55	\$6,120.00	8.90	\$21,360.00				
13	PAVEMENT REMOVAL	SQ YD	1,846	13.50	\$24,921.00	1.00	\$1,846.00				
14	CLASS C PATCHES, 10 INCH	SQ YD	126	100.00	\$12,600.00	150.00	\$18,900.00				
15	CLASS D PATCHES, 6 INCH	SQ YD	7,857	29.00	\$227,853.00	15.00	\$117,855.00				
16	TIE BARS, 3/4"	EACH	994	1.00	\$994.00	8.00	\$7,952.00				
17	PIPE UNDERDRAIN 4" (SPECIAL)	FT	59	35.00	\$2,065.00	40.00	\$2,360.00				
18	FRAMES AND LIDS TO BE ADJUSTED	EACH	168	450.00	\$75,600.00	345.00	\$57,960.00				
19	CONCRETE CURB TYPE B, REMOVAL AND REPLACEMENT	FT	227	24.75	\$5,618.25	23.50	\$5,334.50				
20	COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.12	FT	27	60.00	\$1,620.00	35.00	\$945.00				
21	COMBINATION CONC. CURB & GUTTER REMOVAL AND REPLACEMENT, TYPE B-6.12	FT	5,817	23.25	\$135,245.25	27.60	\$160,549.20				
22	TEMPORARY PAVEMENT MARKING - LINE 4 INCH	FT	22,962	0.01	\$229.62	0.20	\$4,592.40				
23	TEMPORARY PAVEMENT MARKING - LINE 12 INCH	FT	144	0.01	\$1.44	0.60	\$86.40				
24	TEMPORARY PAVEMENT MARKING - LINE 24 INCH	FT	568	0.01	\$5.68	1.20	\$681.60				
25	TEMPORARY PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	715	0.01	\$7.15	1.50	\$1,072.50				
26	THERMOPLASTIC PAVEMENT MARKING - LINE 4 INCH	FT	12,792	0.55	\$7,035.60	0.45	\$5,756.40				
27	THERMOPLASTIC PAVEMENT MARKING - LINE 6 INCH	FT	1,940	0.75	\$1,455.00	0.68	\$1,319.20				
28	THERMOPLASTIC PAVEMENT MARKING - LINE 8 INCH	FT	202	1.10	\$222.20	1.02	\$206.04				
29	THERMOPLASTIC PAVEMENT MARKING - LINE 12 INCH	FT	521	1.60	\$833.60	1.57	\$817.97				
30	THERMOPLASTIC PAVEMENT MARKING - LINE 24 INCH	FT	389	4.30	\$1,672.70	4.00	\$1,556.00				
31	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	434	4.30	\$1,866.20	4.00	\$1,736.00				
32	HMA DRIVEWAY PAVEMENT (4")	SQ YD	9	55.00	\$495.00	90.00	\$810.00				
33	P.C.C. PAVEMENT CLASS PV, 8" (STAMPED SPECIAL)	SQ YD	840	87.50	\$73,500.00	150.00	\$126,000.00				
34	BRICK PAVER CROSSWALK	SQ FT	9,162	30.60	\$280,357.20	35.24	\$322,868.88				
35	TRAFFIC CONTROL AND PROTECTION (COMPLETE)	LSUM	1	121,250.00	\$121,250.00	15,000.00	\$15,000.00			295.4	
36	CONSTRUCTION LAYOUT	LSUM	1	8,000.00	\$8,000.00	8,000.00	\$8,000.00			10.1	
				TOTAL BASE	2,093,814.25	TOTAL BASE	2,213,082.09	TOTAL B			
Unit Price - Bid Alternates - N/A					\$ -		\$ -				
Total Bid with Bid Alternate - AS BID					\$2,282,154.25		\$2,367,882.09				
Total Bid with Bid Alternate - AS CORRECTED											
Total Bid with Bid Alternate - AS CORRECTED TO REMOVE REDUNDANT PAVEMENT QUANTITIES (N/A)					\$2,093,814.25		\$2,213,082.09				

* Correction on Bid Tabulation

PROPOSED INFRASTRUCTURE IMPROVEMENTS FOR THE WOODSLANDS - PHASE 3
VILLAGE OF HINSDALE, IL

Johnson Paving Co.		Schroeder Asphalt Service		Brothers Asphalt		Plote Construction		ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS	
ce	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
3.50	\$ 1,277.50	\$30.00	\$ 1,050.00	\$50.00	\$ 1,750.00	\$75.00	\$ 2,625.00	\$ 50.00	\$1,750.00
0.75	\$ 22,347.00	0.01	\$ 297.96	0.30	\$ 8,938.80	1.90	\$ 56,612.40	\$ 1.00	\$29,796.00
5.00	\$ 289,750.00	89.00	\$ 271,450.00	58.00	\$ 176,900.00	98.00	\$ 298,900.00	\$ 72.00	\$219,600.00
3.90	\$ 358,969.00	68.00	\$ 354,280.00	70.00	\$ 364,700.00	75.00	\$ 390,750.00	\$ 75.00	\$390,750.00
3.45	\$ 171,441.00	70.50	\$ 181,890.00	75.00	\$ 193,500.00	76.50	\$ 197,370.00	\$ 78.00	\$201,240.00
3.00	\$ 2,430.00	4.00	\$ 3,240.00	8.00	\$ 6,480.00	21.75	\$ 17,617.50	\$ 2.50	\$2,025.00
0.00	\$ 21,200.00	26.50	\$ 56,180.00	22.00	\$ 46,640.00	18.00	\$ 38,160.00	\$ 25.00	\$53,000.00
3.75	\$ 6,765.00	18.00	\$ 8,856.00	27.30	\$ 13,431.60	55.00	\$ 27,060.00	\$ 20.00	\$9,840.00
0.00	\$ 38,880.00	29.60	\$ 38,361.60	29.40	\$ 38,102.40	30.00	\$ 38,880.00	\$ 26.00	\$33,696.00
3.50	\$ 231,630.00	2.05	\$ 135,669.00	2.00	\$ 132,360.00	5.00	\$ 330,900.00	\$ 2.00	\$132,360.00
5.00	\$ 225.00	30.00	\$ 270.00	11.00	\$ 99.00	45.00	\$ 405.00	\$ 10.00	\$90.00
7.00	\$ 44,352.00	9.00	\$ 57,024.00	9.87	\$ 62,536.32	7.90	\$ 50,054.40	\$ 10.00	\$63,360.00
2.00	\$ 4,800.00	4.50	\$ 10,800.00	6.00	\$ 14,400.00	8.25	\$ 19,800.00	\$ 10.00	\$24,000.00
0.00	\$ 36,920.00	11.00	\$ 20,306.00	10.00	\$ 18,460.00	45.00	\$ 83,070.00	\$ 22.00	\$40,612.00
5.00	\$ 10,710.00	113.80	\$ 14,338.80	142.80	\$ 17,992.80	85.00	\$ 10,710.00	\$ 50.00	\$6,300.00
5.00	\$ 117,855.00	32.00	\$ 251,424.00	50.00	\$ 392,850.00	24.00	\$ 188,568.00	\$ 33.00	\$259,281.00
0.00	\$ 9,940.00	6.30	\$ 6,262.20	4.83	\$ 4,801.02	10.00	\$ 9,940.00	\$ 12.00	\$11,928.00
3.00	\$ 2,242.00	40.00	\$ 2,360.00	40.00	\$ 2,360.00	38.00	\$ 2,242.00	\$ 20.00	\$1,180.00
5.00	\$ 57,960.00	362.00	\$ 60,816.00	362.25	\$ 60,858.00	345.00	\$ 57,960.00	\$ 400.00	\$67,200.00
3.20	\$ 6,401.40	27.60	\$ 6,265.20	28.35	\$ 6,435.45	32.00	\$ 7,264.00	\$ 30.00	\$6,810.00
3.20	\$ 761.40	33.00	\$ 891.00	22.05	\$ 595.35	32.00	\$ 864.00	\$ 24.00	\$648.00
3.20	\$ 164,039.40	26.25	\$ 152,698.25	28.35	\$ 164,911.95	32.00	\$ 186,144.00	\$ 30.00	\$174,510.00
0.20	\$ 4,592.40	0.30	\$ 6,888.60	0.32	\$ 7,347.84	0.20	\$ 4,592.40	\$ 0.50	\$11,481.00
0.60	\$ 86.40	1.00	\$ 144.00	1.05	\$ 151.20	0.60	\$ 86.40	\$ 1.00	\$144.00
1.20	\$ 681.60	3.00	\$ 1,702.70	1.58	\$ 897.44	1.20	\$ 681.60	\$ 2.00	\$1,136.00
1.50	\$ 1,072.50	3.25	\$ 2,323.75	1.58	\$ 1,129.70	1.50	\$ 1,072.50	\$ 1.50	\$1,072.50
0.45	\$ 5,756.40	0.55	\$ 7,035.60	0.47	\$ 6,012.24	0.50	\$ 6,396.00	\$ 1.00	\$12,792.00
0.68	\$ 1,319.20	0.77	\$ 1,493.80	0.71	\$ 1,377.40	0.70	\$ 1,358.00	\$ 1.50	\$2,910.00
1.05	\$ 212.10	1.10	\$ 222.20	1.10	\$ 222.20	1.00	\$ 202.00	\$ 2.00	\$404.00
1.57	\$ 817.97	1.65	\$ 859.65	1.65	\$ 859.65	1.50	\$ 781.50	\$ 3.50	\$1,823.50
1.00	\$ 1,556.00	4.30	\$ 1,672.70	4.20	\$ 1,633.80	4.00	\$ 1,556.00	\$ 5.00	\$1,945.00
1.00	\$ 1,736.00	4.30	\$ 1,866.20	4.20	\$ 1,822.80	4.00	\$ 1,736.00	\$ 5.00	\$2,170.00
0.00	\$ 450.00	30.00	\$ 270.00	35.00	\$ 315.00	125.00	\$ 1,125.00	\$ 50.00	\$450.00
5.00	\$ 130,200.00	118.25	\$ 99,330.00	138.60	\$ 116,424.00	160.00	\$ 134,400.00	\$ 28.00	\$23,520.00
2.25	\$ 295,474.50	41.00	\$ 375,642.00	29.40	\$ 269,362.80	29.75	\$ 272,569.50	\$ 25.00	\$229,050.00
0.00	\$ 295,000.00	65,000.00	\$ 65,000.00	120,000.00	\$ 120,000.00	105,500.00	\$ 105,500.00	\$ 45,000.00	\$45,000.00
0.00	\$ 10,000.00	12,500.00	\$ 12,500.00	40,000.00	\$ 40,000.00	2,500.00	\$ 2,500.00	\$ 30,000.00	\$30,000.00
TOTAL	\$ 2,349,850.77	TOTAL BASE	\$ 2,211,679.21	TOTAL BASE	\$ 2,296,658.76	TOTAL BASE	\$ 2,550,453.20	TOTAL BASE	\$ 2,093,874.00
\$	-	\$	-	\$	-	\$	-	\$	-
\$	2,527,612.77	\$	2,387,120.51	\$	2,477,258.76	\$	2,743,953.20	\$	2,287,374.00
\$	2,349,850.77	\$	2,211,679.21	\$	2,296,658.76	\$	2,550,453.20	\$	2,093,874.00



PROPOSAL SUBMITTED BY		
ALamp Concrete Contractors, Inc.		
Contractor's Name		
1900 Wright Blvd.		
Street	P.O. Box	
Schaumburg	IL	60193
City	State	Zip Code

STATE OF ILLINOIS

COUNTY Cook County
Hinsdale, Illinois
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE Various (2017 Resurfacing Project)
SECTION NO. 16-00096-00-RS
TYPES OF FUNDS MFT & Village Funding

☒ SPECIFICATIONS (required)

☒ PLANS (required)

☒ CONTRACT BOND (when required)

For Municipal Projects
Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Department of Transportation

☐ Concurrence in approval of award

N/A

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

N/A

Highway Commissioner

Date

Submitted/Approved

N/A

County Engineer/Superintendent of Highways

Date

County Cook
Local Public Agency Hinsdale
Section Number 16-00096-00-RS
Route Various

1. THIS AGREEMENT, made and concluded the _____ day of _____, _____
Month and Year
between the Village of Hinsdale
acting by and through its Village Board of Trustees known as the party of the first part, and
ALamp Concrete Contractors, Inc. his/their executors, administrators, successors or assigns,
known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 16-00096-00-RS, in Various (2017 Resurfacing Project), approved by the Illinois Department of Transportation on 12/20/16, are essential documents of this
Date
contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ The _____ of _____
Clerk By _____
Party of the First Part

(Seal)

(If a Corporation)

Corporate Name ALamp Concrete Contractors, Inc.

By _____
President Party of the Second Part

(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



The Woodlands Infrastructure Improvements – Phase II

Route	<u>The Woodlands Infrastructure Improvements</u>
County	<u>Cook</u>
Local Agency	<u>Village of Hinsdale</u>
Section	<u>16-00096-00-RS</u>

We, _____

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the State of _____,

as PRINCIPAL, and _____

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

Two Million Ninety Three Thousand Eight Hundred Fourteen & 25/100

_____ Dollars (**\$2,093,814.25**), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

_____ (Company Name)	_____ (Company Name)
By: _____ (Signature & Title)	By: _____ (Signature & Title)
Attest: _____ (Signature & Title)	Attest: _____ (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,
COUNTY OF _____
I, _____

, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

SURETY

_____ (Name of Surety)	By: _____ (Signature of Attorney-in-Fact)
---------------------------	--

STATE OF ILLINOIS. (SEAL)
COUNTY OF _____
I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

Approved this _____ day of _____, A.D. _____

Attest: _____	_____ (Awarding Authority)
_____ Clerk	_____ (Chairman/Mayor/President)

**REQUEST FOR BOARD ACTION**
Public Services &
Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: 2017 Resurfacing Project Construction Observation Contract

MEETING DATE: February 7, 2017

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the engineering services for construction observation of the 2017 Resurfacing Project to HR Green, Inc. in the amount not to exceed \$147,187.

Background

In September 2016, the Board of Trustees approved a change order to the engineering services for design of the 2017 Resurfacing Project increasing the project scope to include the 2017 Maintenance and Central Business District resurfacing. As has been the established practice, in addition to submitting a design services proposal, firms are asked to provide a proposal for construction observation. This is done as it makes sense to have the same firm observe the construction of the project it designed.

Discussion & Recommendation

Considering HR Green's satisfactory performance during the design process and during previous construction observation assignments (Oak Street Bridge, the Woodlands, etc.), staff recommends using HR Green for the construction observation portion of the 2017 Resurfacing Project.

Budget Impact

The above construction observation proposal is less than the construction observation estimate presented in the 2017 Resurfacing design proposals. The Master Infrastructure Plan provides funding for construction observation services for the 2017 Resurfacing Project. The project costs are summarized below:

	Budget	Proposed	
Design Engineering	\$ 97,629	\$ 91,725.00	HR Green Proposal
Construction Observation	\$ 154,720	\$ 147,187.00	HR Green Proposal
Street Resurfacing Project	\$2,537,051	\$2,093,814.25	A Lamp contract
Water main construction		\$ 342,000.00	Engineer's estimate
Total	\$2,789,400	\$2,674,726.25	
Contingency		\$ 114,673.75	

Village Board and/or Committee Action

Documents Attached

1. 2017 Resurfacing Streets
2. HR Green 2017 Resurfacing Construction Observation Contract

Name	Location
------	----------

2017 MIP Resurfacing Project

59th Street	Elm Street	East End
58th Street	Garfield Street	Giddings Avenue
58th Street	Giddings Avenue	East End
Giddings Avenue	58th Street	South End
Ninth Street	Thurlow Street	Madison Street
Washington Street	Third Street	Fourth Street

2017 Maintenance Project funds


Madison Street	Second Street	Fourth Street
Madison Street	Fourth Street	Sixth Street
North Street	Adams Street	Monroe Street
North Street	Monroe Street	Madison Street
Hickory Street	Elm Street	Oak Street (W)
Park Avenue	First Street	Third Street
Elm Street	Chicago Avenue	First Street
Elm Street	First Street	Third Street
Elm Street	Third Street	Fourth Street
Symonds Drive	Garfield Street	Park Avenue
Symonds Drive	Park Avenue	Elm Street
Elm Street	Walnut Street	Symonds Drive
Adams Street	North Street	Hickory Street
Adams Street	Hickory Street	Walnut Street
Adams Street	Walnut Street	Maple Street
Elm Street	Fourth Street	Sixth Street
Park Avenue	Seventh Street	Eighth Street

Alternate Resurfacing Streets

Stough Street	Eighth Street	South End
Woodmere Drive	West End	Garfield Street
Oak Street	First Street	Third Street

Central Business District - Annual Infrastructure Funds

Hinsdale Avenue	Grant Street	Lincoln Street
Hinsdale Avenue	Lincoln Street	Washington Street
Hinsdale Avenue	Washington Street	Garfield Street
First Street	Grant Street	Lincoln Street
First Street	Lincoln Street	Washington Street
First Street	Washington Street	Garfield Street
Grant Street	Hinsdale Avenue	First Street
Lincoln Street	Hinsdale Avenue	First Street
Lincoln Street	First Street	Second Street
Washington Street	Hinsdale Avenue	First Street
Washington Street	First Street	Second Street
Garfield Street	Hinsdale Avenue	First Street
Garfield Street parking lot and CBD Crosswalks		
Village Place	Hinsdale Avenue	First Street

Municipality Village of Hinsdale	LOCAL AGENCY	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name HR Green, Inc.
Township				Address 323 Alana Drive
County DuPage				City New Lenox
Section 16-00096-00-RS				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name 2017 Resurfacing Project Route Various Length 3.8 miles Structure No. _____

Termini Various

Description
Resurface Various Roads/Streets with HMA surface cse., polymerized leveling binder, HMA surface removal, class C/D patching ADA ramp construction, spot concrete curb & gutter repair, brick paver cross walks in Central Business District, Traffic Control and protection.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. ☐ Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. ☒ Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. ☒ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. **LA Agrees to pay the Engineer on a Time and Material basis not to exceed \$147,187.00. See Attachment -A for Details.**

**Grade Classification
of Employee**

Hourly Rate

Principal Engineer
Resident Construction Supervisor
Chief of Party
Instrument Man
Rodmen
Inspectors

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until _____. In event the services of the ENGINEER extend beyond _____, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of Hinsdale _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk

(Seal)

By _____

Title:

Executed by the ENGINEER:

HR Green, Inc.

323 Alana Drive, New Lenox, IL 60451

ATTEST:

By T. Scott Creech, PE

Andrew Mrowicki, P.E.

Title: Site Director, New Lenox Office

Title: Practice Leader - Construction

Approved

VILLAGE ENGINEER

On behalf of IDOT pursuant to

Date

Agreement of Understanding

Department of Transportation dated November 29, 2016

Regional Engineer

ATTACHMENT A

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

**ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
2017 Resurfacing Project
Construction Observation Services**

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND HR Green, Inc.

This Professional Services Agreement is entered into this ____ day of February 2017, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and HR Green, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for construction observation services for the 2017 Resurfacing Project (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated 02/01/17 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;

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

SECTION 1. DEFINITIONS.

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

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

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

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

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

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

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

no person is required, authorized, or permitted to do the act prohibited.

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the construction observation engineering services for the 2017 Resurfacing Project as more fully described of Exhibit "A" attached hereto.

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

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

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

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

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

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

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

construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

D. Engineer 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 12/31/17.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

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

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

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated 02/01/17, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to construction observation 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 \$147,187.00.

B. Hourly Rates and Costs.

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

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

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

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

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

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

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

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, the Engineer shall provide 30 days written notice prior to the cancellation, non-renewal, or switch and the Engineer shall purchase supplemental extending reporting period coverage for a period of not less

than three (3) years.

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

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

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

3. Engineer expressly understands and agrees that any 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.

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

B. Termination of Agreement

1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar day's written notice to the Engineer.
2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.
 - a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work.
 - b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.
 - c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.
3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by Engineer and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

SECTION 13. NOTICES.

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

If to Village:

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

If to Engineer:

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.

F. Survival.

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

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

Accepted this ____ day of February 2017,

Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this ____ day of February 2017,

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

Exhibit A – HR Green Construction Observation Proposal No. 1596 dated 02/01/17



HRGreen

PROFESSIONAL SERVICES AGREEMENT

For

HINSDALE 2017 RESURFACING PROJECT – RFP# 1596 CONSTRUCTION OBSERVATION (FULL-TIME)

Daniel M. Deeter, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7000

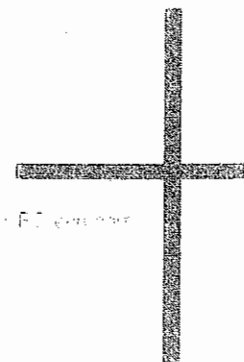
T. Scott Creech, P.E.
HR Green
323 Alana Drive
New Lenox, IL 60451
HR Green Project Number: 87150438.01

February 1, 2017

HRGreen.com
Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.728.7805
323 Alana Drive, New Lenox, Illinois 60451

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

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Request for Proposal No. 1596 received November 7, 2015 via email from Mr. Daniel Deeter, P.E., Village Engineer at the Village of Hinsdale.

The services required for this project are to include construction observation services (Full-time) for pavement milling and patching with Hot Mix Asphalt (HMA) resurfacing, selective combination concrete curb and gutter removal and replacement, and Sidewalk and Ramp Replacement as required for ADA compliance. In addition to the mill, patch and resurface contract there will be an estimated 1,320 lineal feet of water main construction under a separate construction contract located along Symonds and Elm Street. This water main construction shall occur prior to milling, and resurfacing of these same streets and COMPANY shall provide construction observation and coordination services associated with the water main construction. It is understood that Village Funding will be utilized for the Design, Construction Observation and Construction for this project.

The 2017 Resurfacing Project includes improvements along various street segments within the Village of Hinsdale limits as summarized in Attachment A. Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

1.2 Design Criteria/Assumptions

The construction contract for the 2017 Resurfacing Project will commence in the Spring of 2017 and be completed in by August of 2017. The man-hours required for construction observation are included as Full-time observation of the project and it is anticipated that the contractor will complete the project by the contract specified deadline. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

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

2.1 Construction Observation

A. Project Startup

COMPANY will contact the residents and business within the construction zone and provide project and contact information to the residents and business. COMPANY will also contact and or meet with the school district, and emergency services to ensure that all entities are aware of the project.

B. Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on an estimated 105 working days (days in field) to complete the construction. COMPANY will observe and verify that

items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as applicable.

COMPANY will complete a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY will verify that all materials incorporated into this project are IDOT approved materials and in accordance with the Special Provisions of this contract. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis.

COMPANY in conjunction with the CLIENT Staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

COMPANY will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of ½" or more or 6" or more of snow. COMPANY will document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

COMPANY anticipates that there will be twenty one (21) weekly construction meetings with the CLIENT, the contractor, and subcontractors, and residents/business owners. These coordination meetings will begin after the start of construction. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities. Time for meeting has been accounted for within the anticipated nine (9) hour day budgeted for Full-time observation services.

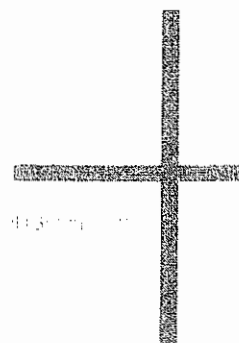
D. Administration/Coordination

This task will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

E. Project Close Out

COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet. Additionally COMPANY will compile and file all required MFT forms on behalf of Village required for project close out. COMPANY has allotted three (3) weeks of time for close out tasks completion.

2.2 Record Drawings – Not Applicable for the identified Scope of Improvement



3.0 Deliverables and Schedules Included in this Contract

Anticipated Deliverables –

A. Construction Closeout – MFT paperwork

Anticipated Project Schedule-

- Receipt of IEPA Water Main Construction Permit – by April 1, 2017
- Construction Start – April 3, 2017
- Construction Completion – August 4, 2017
- Construction Closeout Paperwork Submittal – August 25, 2017

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

- A. Permit fees as applicable;
- B. Location Drainage Study services*;
- C. Structural design services*;
- D. Floodplain analysis/study service*;
- E. Wetland delineation/mitigation services*;
- F. Right of way and easement plat preparation*; and
- G. Construction staking and layout*;

*COMPANY can provide services as required with addendum to Agreement.

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

COMPANY has included a budgetary amount within this scope of services for Material Testing of Hot Mix Asphalt (HMA). A qualified *materials testing sub-consultant* will be

available to provide material Quality Assurance testing services as required by MFT Guidelines for this project as a sub-consultant to COMPANY. Quality Assurance testing for asphalt and concrete shall be completed at the discretion of COMPANY and CLIENT generally following IDOT MFT QC/QA criteria.

6.0 Client Responsibilities

Information required to be provided by the CLIENT as part of this contract includes:

Pay request processing coordination.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

7.2 Invoices

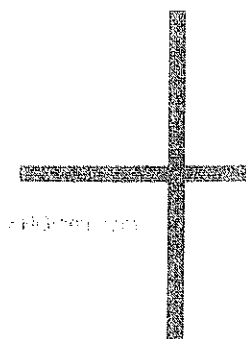
Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.



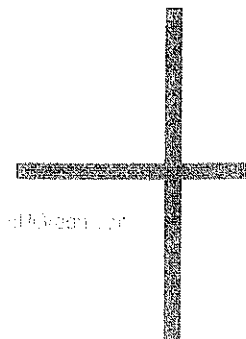
7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$147,187.00**.

ITEM	MAN- HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation				
Field Observation, Pre-Con. & Coord. Mtgs., Project Closeout & Project Admin.	1,107	\$ 139,677.00	\$ 3,250.00	
Material Testing QA: Sub- Consultant budgetary #)	n/a			\$ 4,260.00
Subtotals:	1,107	\$139,677.00	\$ 3,250.00	\$ 4,260.00
Contract Total:			\$ 147,187.00	

- (1) **Direct Costs** - Includes Mileage for meetings/Field Visits, closeout.
Details are available upon request. (110 trips at 55 miles roundtrip and \$0.535/mile)
- (2) **Construction Observation Services** are based on estimated **105** Field Observation Days (contractor working days) for construction & includes one (1) pre-construction meeting, documentation and coordination efforts per Scope of Services.



8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

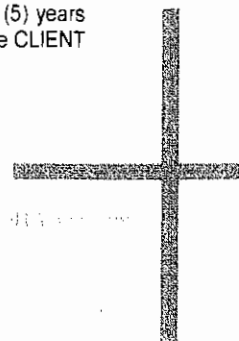
Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.



8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages,

and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

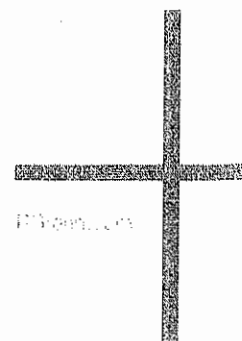
8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.



8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

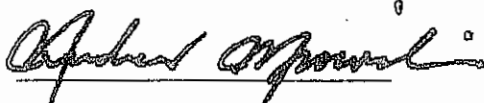
Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by:



Printed/Typed Name: Andrew Mrowicki, P.E.

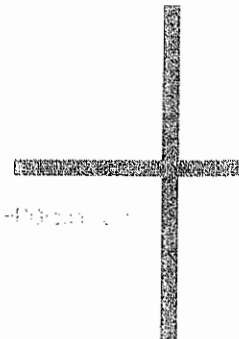
Title: Vice President - Construction Date: 02/01/2017

Village of Hinsdale

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



REQUEST FOR BOARD ACTION
Public Services &
Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: 2018 Resurfacing Project Engineering Design Contract

MEETING DATE: February 7, 2017

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the engineering services for design of the 2018 Resurfacing Project to GSG Consultants in the amount not to exceed \$30,780.

Background

As part of the Master Infrastructure Plan (MIP), Requests For Proposal (RFP) for engineering services (design and construction observation) for the 2018 Resurfacing Project were sent to seven engineering consultants. The RFP application period ended 01/20/17 and the proposals received were evaluated against the RFP requirements. Six consultants responded including: Baxter & Woodman Consulting Engineers; GSG Consultants, Inc.; HR Green, Inc.; K-Plus Engineering, LLC; Primera Engineers, Ltd; and Rempe-Sharpe & Associates, Inc. All proposals are available electronically upon request.

Discussion & Recommendation

After reviewing the proposals, staff is recommending GSG Consultants as the best qualified consultant to provide the design services. The design phase and development of construction documents is anticipated to occur in 2017 with bidding for construction in January 2018. Construction will begin in the Spring of 2018.

In addition to street improvements, the infrastructure improvements included in this project are:

Street	Existing Situation	Improvements
Jackson St., 6 th – S. End	<ul style="list-style-type: none"> Hot Mix Asphalt (HMA) pavement 	<ul style="list-style-type: none"> R&R 2" HMA
Stough St., 8 th – 9 th	<ul style="list-style-type: none"> HMA pavement 8" Sanitary sewer 6" WM 	<ul style="list-style-type: none"> R&R 2" HMA Line/repair sewer 8" WM replacement
Bruner St., 8 th – S. End	<ul style="list-style-type: none"> HMA pavement 	<ul style="list-style-type: none"> R&R 2" HMA
Eighth Place, Madison – E. End	<ul style="list-style-type: none"> HMA pavement 8" Combined sewer 	<ul style="list-style-type: none"> R&R 2" HMA Separate and connect storm sewer to 8th St.
57 th St., Madison – Grant	<ul style="list-style-type: none"> HMA pavement 	<ul style="list-style-type: none"> R&R 2" HMA
Robbins Park Parking Lot on Seventh Street	<ul style="list-style-type: none"> +/-25,525 SF bit. area 	<ul style="list-style-type: none"> R&R 2" HMA
W. Hinsdale Train Station Parking Lot	<ul style="list-style-type: none"> +/-3,450 SF bit. area 	<ul style="list-style-type: none"> R&R 2" HMA

The project intent is to improve local streets and parking lots, separate combined sewers to eliminate combined sewer flooding on Eighth Place, and improve the utilities on S. Stough Street.

Budget Impact

The Master Infrastructure Plan provides funding for construction observation services for the 2018 Resurfacing Project. The project budget for engineering services is \$60,000. The proposed engineering cost is \$49,580 or 5% of the total project budget.

Village Board and/or Committee Action

Documents Attached

1. 2018 Resurfacing Engineering Design Services Comparison Documents
2. GSG Consultants 2018 Resurfacing Engineering Services Proposal

Engineering Proposals
2018 Resurfacing Engineering Design Services
Hinsdale, IL

Proposals Due: 01/20/17
Board of Trustees 1st Read: 04/07/17

	Baxter & Woodman	GSG Consultants	HR Green	K-Plus	Primera Engineers	Rempe-Sharpe & Associates
Topographic Survey	\$ 13,186.24	\$ 6,000.00	\$ 2,545.00	\$ 16,660.00	\$ 4,200.00	
Design, Construction & Bid Document Prep	\$ 32,621.52	\$ 17,420.00	\$ 24,150.00	\$ 23,765.00	\$ 18,000.00	\$ 42,924.00
Permitting		\$ 1,740.00		\$ 860.00		\$ 2,152.00
Soil Borings/CCDD Mgmt	\$ 3,168.63	\$ 3,000.00	\$ 1,200.00	\$ 5,240.00	\$ 5,000.00	
San. Sewer TV & Cleaning	\$ 26,709.84	\$ 2,000.00	\$ 1,725.00	\$ 2,760.00	\$ 3,500.00	\$ 8,000.00
Bidding and Awarding	\$ 1,865.87			\$ 1,680.00		\$ 4,386.00
Meetings	\$ 3,790.00			\$ 1,770.00	\$ 2,600.00	
Direct Costs		\$ 620.00		\$ 500.00		
Design Total	\$ 81,342.10	\$ 30,780.00	\$ 29,620.00	\$ 53,235.00	\$ 33,300.00	\$ 57,462.00
Total Hours	488	252	236	327	230	536
Pre-Con Services/Shop Drawings Rev.				\$ 1,475.00		
Construction Observation	\$ 52,793.23	\$ 15,900.00	\$ 26,015.00	\$ 33,990.00	\$ 21,180.00	\$ 34,468.00
Material Testing		\$ 2,400.00	\$ 1,055.00	\$ 160.00	\$ 3,820.00	\$ 11,900.00
Meetings				\$ 160.00		
Record Drawings	\$ 4,664.67			\$ 775.00		\$ 6,340.00
Direct Costs		\$ 500.00				
Construction Observation Total	\$ 57,457.90	\$ 18,800.00	\$ 27,070.00	\$ 36,560.00	\$ 25,000.00	\$ 52,708.00
Construction Observation Hours	500	208	230	472	220	490
Assumed Construction Days	50	25	28	50	26	43
Total Cost	\$ 138,800.00	\$ 49,580.00	\$ 56,690.00	\$ 89,795.00	\$ 58,300.00	\$ 110,170.00
Total Hours	988	460	466	799	450	1,026

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
2018 Resurfacing Project
Design Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND HR Green, Inc.

This Professional Services Agreement is entered into this ____ day of February 2017, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and GSG Consultants, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for design engineering services for the 2018 Resurfacing Project (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated 01/20/17 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;

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

SECTION 1. DEFINITIONS.

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

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

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

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

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

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

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

no person is required, authorized, or permitted to do the act prohibited.

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the design engineering services for the 2018 Resurfacing Project as more fully described of Exhibit "A" attached hereto.

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

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

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

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

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

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

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

construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

D. Engineer 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 01/31/18.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

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

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

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated 01/20/17, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to design engineering 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 \$30,780.00.

B. Hourly Rates and Costs.

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

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

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

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

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

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

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

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, the Engineer shall provide 30 days written notice prior to the cancellation, non-renewal, or switch and the Engineer shall purchase supplemental extending reporting period coverage for a period of not less

than three (3) years.

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

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

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

3. Engineer expressly understands and agrees that any 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.

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

B. Termination of Agreement

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

2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.

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

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

c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

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

SECTION 13. NOTICES.

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

If to Village:

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

If to Engineer:

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.

F. Survival.

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

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

Accepted this ____ day of February 2017,

Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this ____ day of February 2017,

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

Exhibit A – GSG Consultants Proposal No. 1620 dated 01/20/17



GSG CONSULTANTS, INC.
Engineers, Scientists & Construction Managers

910 West Lake Street, Suite 110
Roselle, IL 60172
630-529-8000

Integrity | Quality | Reliability

January 20, 1017

Mr. Dan Deeter, P.E.
Village Engineer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489

**Re: Request for Proposal No. 1620
Phase II - Design & Phase III - Construction Observation
2018 Resurfacing Project
Village of Hinsdale**

Dear Mr. Deeter:

GSG Consultants, Inc. (GSG) is pleased to submit our proposal in response to the Village's RFP No. 1620.

GSG proposes to provide the engineering services for the Phase II – Design and Phase II Construction Observation for the 2018 Resurfacing Project for the **Total Lump Sum Fee of \$49,580.00.**

The Fee Estimates for the 2018 Resurfacing Project showing the man hours, hourly rates, and direct costs, are shown on the attached spreadsheets included with our proposal.

We have outlined the value-added reasons to select GSG for the Village of Hinsdale's 2018 Resurfacing Project.

- **GSG's Project Manager/Resident Engineer is Dave Stoiser, P.E., CFM.** Working in our Roselle office, Mr. Stoiser is a seasoned municipal engineer and has managed, designed, and constructed municipal infrastructure projects for over 25 years in Roselle, St. Charles, and Westchester. His strengths include roadway maintenance/reconstruction, underground utility replacement, and stormwater management.
- **Mr. Stoiser will be the primary point of contact for the Village of Hinsdale on this project.**



- **Mr. Stoiser has over twenty years of municipal MFT and STP encompassing resurfacing and reconstruction projects.** He is an expert in the procedures and requirements, and has successfully collaborated with IDOT District 1 Bureau of Local Roads for years.
- **Mr. Stoiser possesses IDOT Document Certification No. 15-0203.** A required level of certification to perform resident engineering on IDOT projects.
- **GSG's in-house geotechnical, environmental, and material testing services.** We perform geotechnical investigations and CCDD assessments using GSG drill rigs and geoprobes. GSG Material Testing's laboratory is IDOT & AASHTO certified and is prequalified in IDOT Quality Assurance for both HMA (asphalt) and PCC (concrete).

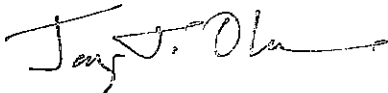
The following sections describe our detailed proposal in the enclosed attachment.

- **Project Understanding**
- **Project Approach**
- **Scope of Services**
- **Challenges**
- **Schedule**
- **Fee Estimates**
- **Consultant Proposal Certification**

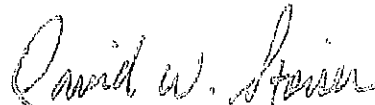
We appreciate the opportunity to provide our proposal for your consideration, and look forward to working with the Village of Hinsdale on the 2018 Resurfacing Project.

If you have any questions or need additional information, please feel free to contact me at (630) 536-6807, or by e-mail at jolson@gsg-consultants.com.

Respectfully Submitted,
GSG CONSULTANTS, INC.



Jay T. Olson, P.E.
Project Principal



David W. Stoiser, P.E., CFM, CPESC
Project Manager





Project Understanding, Project Approach, Scope of Services, Challenges, and Schedule

Project Understanding

The Village of Hinsdale will be hiring a consultant to perform Phase II - Design & Phase III - Construction Observation for the resurfacing of various Village streets outlined in RFP No. 1620. It is understood that Village funds will be utilized for this project, and that there is an Agreement of Understanding with IDOT regarding MFT funds that may be utilized for this project, however IDOT Standard Specifications and guidelines for MFT projects will be followed for the design and construction phases as applicable. The Village of Hinsdale engineering design standards and standard details, as well as the latest ADA state and federal standards will also be incorporated in the project design.

Phase II - Design

The subject streets' cross sections are urban with curb & gutter along their entire length. The construction project will include milling 2" of existing asphalt pavement, full depth patching at distressed locations, utility structure adjustments, spot repair of deficient curb & gutter, HMA pavement resurfacing, driveway apron replacement as necessary, watermain replacement on Stough Street, as well as evaluation of the sanitary sewer, and consideration of lining or point repairs, and storm sewer separation on Eighth Place. As part of the design phase, pavement corings will be performed and the sewers will be televised. The existing street cross sections will be maintained during this project. The Phase II design consultant will prepare the final design plans, specifications, and a construction cost estimate; secure all permits necessary for the project, prepare the construction contract and bidding documents, manage the entire bid process, review bids, and provide recommendation to the Village for construction contract award.

Phase III – Construction Observation

The consultant will provide construction observation services and represent the Village for the project. Construction phase services provided will include conducting the pre-construction meeting, construction layout, daily inspection/documentation of the work in accordance with IDOT procedural guidelines for MFT construction, coordination of material testing, notification and communication with impacted residents and businesses. The consultant will be prepare Record Drawings in an AutoCAD format and final project close out documentation.

Schedule

The 2018 Resurfacing Project is a two-year project. The Phase II – Design phase should be completed by December 2017, so that bidding and contractor award may be performed in February 2018. The construction work should start in April 2018, with completion by October 15, 2018.



Project Understanding, Project Approach, Scope of Services, Challenges, and Schedule

Project Approach

Our project approach has been developed based on the RFP, site reconnaissance, and our team's previous experience in the Village of Hinsdale.

Phase II – Design

GSG will conduct a kick-off meeting to discuss the project, communications, obtain Village as-builts/atlas, identify potential project issues, establish project milestones and a schedule, and coordinate project activities.

GSG will perform a field survey of the streets establishing centerline stationing, and determining the project limits and specific locations of curb & gutter and driveway apron replacement, utility structure adjustment/rehabilitation, full depth patching, and surface features within the Right-of-Way limits. The survey data will be incorporated into the design plans in spreadsheets, detailing the quantities of construction items for each street, and a total quantity for the project.

As part of the design phase, GSG will visually inspect the potential areas of pavement distress, and perform pavement corings. Sewers will also be televised. GSG will still review the Village-Wide Environmental Record Search, to determine the potential that material suspected of being contaminated may be encountered during the project. The potential non-CCDD material causing rejection will be identified: specifications for handling this material and quantities will be incorporated into the design plans.

Design plans will be prepared consisting of a street index map showing the project limits for each street, and construction details from IDOT, Village standards, or developed as necessary for a specific construction item.

GSG will prepare bidding documents consisting of the design plans, IDOT and Village standard engineering drawings and details, special provisions, Village contract and bid forms, a Bid Form prepared by GSG, and the construction contract.

The bidding will be conducted utilizing an online service that minimizes both GSG and Village time and expenses during the bidding process. The online bidding service provides for efficient distribution of bid documents, plans, and amendments. GSG will prepare and publish the legal notice, attend the bid opening, review bids for completeness and accuracy, prepare a bid tab, verify references, and provide a recommendation of contractor award.

Phase III – Construction Inspection

GSG will provide a Resident Engineer and full-time Construction Inspector who will be onsite every day during the construction project that is anytime the contractor is performing work at a minimum. We are budgeting eight hours per day for onsite inspection, keeping a daily diary summary of work and pay items, liaison with the general public, and coordination with the Village and public utilities.

Communications with residents and businesses is key to the successful construction project.



Project Understanding, Project Approach, Scope of Services, Challenges, and Schedule

GSG will notify the impacted residents and businesses prior to the start of construction, noting possible adjustments in trash collection, mail delivery, and temporary parking arrangements. GSG will pay extra attention to individuals with disabilities or special needs that may require greater assistance during construction. The Resident Engineer will be responsible for coordinating between the individuals, contractor, and Village.

Material testing will be managed and coordinated by the Resident Engineer who will work closely with the contractor to identify when the concrete placement/asphalt paving operations will occur to schedule the field material testing technicians. Material testing will be performed in accordance with the project specifications, and IDOT requirements. Testing results will be reviewed efficiently and any deficiencies from the project specifications will be immediately brought to the Village's attention. The Resident Engineer will provide a recommendation for resolving any deficiencies with the contractor.

Schedule

Upon execution of the consultant agreement, GSG proposes the following schedule for the 2018 Resurfacing Project:

- March/April 2017 – Conduct kick-off meeting. Begin field survey when weather allows.
- May 2017 – Prepare preliminary (60%) design plans and submit to the Village for review.
- June 2017 – Prepare pre-final (90%) design plans, specifications, cost estimate and bidding documents and submit to the Village for review.
- December 2017– Conduct bidding process, recommend contractor award to the Village.
- February 2018 – Village Board approval of Construction contract.
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- April 2018 –September 2018 – Construction.
- October 2018 – Project close out.

GSG CONSULTANTS - FEE ESTIMATE
HINSDALE
2018 RESURFACING PROJECT
PHASE II - DESIGN
JANUARY 20, 2017

Personnel	Hourly Rate	Project Management		Engineering Design		Permits		Subtotals	
		Manhours	Amount	Manhours	Amount	Manhours	Amount	Manhours	Amount
Principal	\$ 130.00	4	\$ 520.00		\$ -			4	\$ 520.00
Project Manager	\$ 95.00	20	\$ 1,900.00	40	\$ 3,800.00	8	\$ 340.00	68	\$ 6,460.00
Design Engineer	\$ 70.00		\$ -	160	\$ 11,200.00	20	\$ 1,400.00	180	\$ 12,600.00
SUBTOTAL LABOR									\$ 19,580.00
Direct Costs									
Survey							\$ 6,000.00		\$ 6,000.00
Vehicles	8 days @ \$25 per day						\$ 200.00		\$ 200.00
Pavement Corings							\$ 3,000.00		\$ 3,000.00
Sewer Televising							\$ 2,000.00		\$ 2,000.00
SUBTOTAL DIRECT COSTS									\$ 11,200.00
TOTAL FEE ESTIMATE		24	\$ 2,420.00	200	\$ 15,000.00	28	\$ 12,940.00	252	\$ 30,780.00

NOTES:

1) 3.4% Design Fee based on Construction Budget of \$911,500.

GSG CONSULTANTS - FEE ESTIMATE
HINSDALE
2018 RESURFACING PROJECT
PHASE III - CONSTRUCTION OBSERVATION
JANUARY 20, 2017

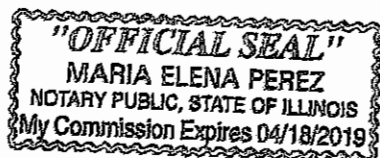
Personnel	Hourly Rate	Project Management		Resident Engineer		Construction Inspection		Subtotals	
		Manhours	Amount	Manhours	Amount	Manhours	Amount	Manhours	Amount
Principal	\$ 130.00	4	\$ 520.00		\$ -			4	\$ 520.00
Project Manager	\$ 95.00	12	\$ 1,140.00	32	\$ 3,040.00			44	\$ 4,180.00
Field Engineer	\$ 70.00		\$ -		\$ -	160	\$ 11,200.00	160	\$ 11,200.00
SUBTOTAL LABOR									\$ 15,900.00
Direct Costs									
Material Testing							\$ 2,400.00		\$ 2,400.00
Vehicles	20 days @ \$25 per day						\$ 500.00		\$ 500.00
SUBTOTAL DIRECT COSTS									\$ 2,900.00
TOTAL FEE ESTIMATE		16	\$ 1,660.00	32	\$ 3,040.00	160	\$ 14,100.00	208	\$ 18,800.00

NOTES:

- 1) 2.1% Construction Observation Fee based on Construction Budget of \$911,500.
- 2) Full-time Construction Observation.

IN SUBMITTING THIS PROPOSAL THE CONSULTANT CERTIFIES THAT:

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

Signed and sworn this 19th day of November, 2015.By: Jay T. Olson
(Signature)By: Jay T. Olson
(Printed Name)d/b/a GSC Consultants, Inc.Business Address: 910 W. LEXINGTON ST. RD.Business Phone #: 630-527-6000Cell Phone #: 630-336-6807E-Mail Address: j.olson@gsc-consultants.comSubscribed and sworn before me
this 19th day of November, 2015Notary Public: Maria Elena Perez



GSG CONSULTANTS, INC.
Engineers, Scientists & Construction Managers

910 West Lake Street, Suite 110
Roselle, IL 60172
630-529-8000

www.gsginc.com

January 20, 2017

Mr. Dan Deeter, P.E.
Village Engineer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489

Re: Request for Proposal No. 1620
Phase II - Design & Phase III - Construction Observation
2018 Resurfacing Project
Village of Hinsdale

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The following sections describe our detailed proposal in the enclosed attachment.


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We appreciate the opportunity to provide our proposal for your consideration, and look forward to working with the Village of Hinsdale on the 2018 Resurfacing Project.

If you have any questions or need additional information, please feel free to contact me at (630) 536-6807, or by e-mail at folson@gsg-consultants.com.

Respectfully Submitted,
GSG CONSULTANTS, INC.


Jay T. Olson, P.E.
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GSG CONSULTANTS - FEE ESTIMATE
HINSDALE
2018 RESURFACING PROJECT
PHASE II - DESIGN
JANUARY 20, 2017

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GSG CONSULTANTS - FEE ESTIMATE
HINSDALE
2018 RESURFACING PROJECT
PHASE III - CONSTRUCTION OBSERVATION
JANUARY 20, 2017

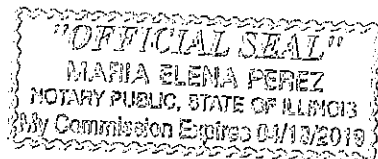
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- 1) 2.1% Construction Observation Fee based on Construction Budget of \$911,500.
- 2) Full-time Construction Observation.

IN SUBMITTING THIS PROPOSAL THE CONSULTANT CERTIFIES THAT:

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

Signed and sworn this 17th day of November, 2015.By: [Signature]
(Signature)By: [Printed Name]
(Printed Name)d/b/a [Printed Name]Business Address: [Printed Address]Business Phone #: [Printed Phone Number]Cell Phone #: [Printed Phone Number]E-Mail Address: [Printed Email Address]Subscribed and sworn before me
this 17th day of November, 2015Notary Public: [Signature]

REQUEST FOR BOARD ACTION

Public Services &
Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: 2018 Reconstruction Project Engineering Design Contract

MEETING DATE: February 7, 2017

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the engineering services for design of the 2018 Reconstruction Project to GSG Consultants in the amount not to exceed \$51,960.

Background

As part of the Master Infrastructure Plan (MIP), Requests For Proposal (RFP) for engineering services (design and construction observation) for the 2018 Reconstruction Project were sent to seven engineering consultants. The RFP application period ended 01/20/17 and the proposals received were evaluated against the RFP requirements. Five consultants responded including: GSG Consultants, Inc.; HR Green, Inc.; K-Plus Engineering, LLC; Primera Engineers, Ltd; and Rempe-Sharpe & Associates, Inc. All proposals are available electronically upon request.

Discussion & Recommendation

After reviewing the proposals, staff is recommending GSG Consultants as the best qualified consultant to provide the design services. The design phase and development of construction documents is anticipated to occur in 2017 with bidding for construction in January 2018. Construction will begin in the Spring of 2018.

In addition to street improvements, the infrastructure improvements included in this project are:

Street	Existing Situation	Improvements
Lincoln Street, Ogden to Ayres	<ul style="list-style-type: none"> • PCC pavement • 10" and 12" sanitary sewer • 4" Water Main (WM) 	<ul style="list-style-type: none"> • Reconstruct with HMA pavement structure. • Repair and/or line sanitary sewer. • Replace with 8" PVC
Hinsdale Ave., Monroe to Madison	<ul style="list-style-type: none"> • PCC pavement 	<ul style="list-style-type: none"> • Reconstruct or Patch with PCC pavement
Hickory Street, Quincy to Adams	<ul style="list-style-type: none"> • Bituminous overlay on PCC pavement 	<ul style="list-style-type: none"> • Reconstruct with HMA pavement or R&R 2" HMA • Sanitary sewer lining or repair Bruner to Adams

The project intent is to improve local streets and utilities on N. Lincoln, Hinsdale Avenue, and Hickory Street.

Budget Impact

The Master Infrastructure Plan provides funding for construction observation services for the 2018 Reconstruction Project. The project budget for engineering services is \$134,675. The proposed engineering cost is \$102,650 or 5% of the project budget.

Village Board and/or Committee Action

Documents Attached

1. 2018 Reconstruction Engineering Design Services Comparison Documents
2. GSG Consultants 2018 Reconstruction Engineering Services Contract

Engineering Proposals
2018 Reconstruction Engineering Design Services
Hinsdale, IL

Proposals Due: 01/20/17
Board of Trustees 1st Read: 04/07/17

	GSG Consultants	HR Green	K-Plus	Primera Engineers	Rempe-Sharpe & Associates
Topographic Survey	\$ 13,500.00	\$ 4,875.00	\$ 10,820.00	\$ 11,725.00	\$ 5,928.00
Design, Construction & Bid Document Prep	\$ 28,310.00	\$ 51,695.00	\$ 49,020.00	\$ 42,975.00	\$ 46,532.00
Permitting	\$ 3,650.00				\$ 2,344.00
Soil Borings/CCDD Mgmt	\$ 5,000.00	\$ 3,170.00	\$ 5,760.00	\$ 5,000.00	\$ 6,600.00
San. Sewer TV & Cleaning	\$ 1,000.00	\$ 4,770.00	\$ 5,160.00	\$ 5,890.00	\$ 5,500.00
Bidding and Awarding Meetings		\$ 2,170.00	\$ 2,700.00	\$ 2,600.00	\$ 4,708.00
Direct Costs	\$ 500.00	\$ 1,000.00	\$ 500.00		
Design Total	\$ 51,960.00	\$ 67,680.00	\$ 73,960.00	\$ 68,190.00	\$ 71,612.00
Total Hours	440	488	592	480	648
Pre-Con Services/Shop Drawings Rev.					
Construction Layout (svc not requested)			\$ 6,000.00		
Construction Observation	\$ 43,190.00	\$ 63,335.00	\$ 72,705.00	\$ 48,390.00	\$ 73,456.00
Material Testing	\$ 6,000.00	\$ 3,500.00	\$ 5,000.00	\$ 4,550.00	\$ 6,600.00
Meetings					
Record Drawings		\$ 950.00	\$ 1,895.00		\$ 13,674.00
Direct Costs	\$ 1,500.00	\$ 1,850.00			
Construction Observation Total	\$ 50,690.00	\$ 69,635.00	\$ 85,600.00	\$ 52,940.00	\$ 93,730.00
Construction Observation Hours	578	503	1,004	495	1,030
Assumed Construction Days	58	60	108	59	96
Total Cost	\$ 102,650.00	\$ 137,315.00	\$ 159,560.00	\$ 121,130.00	\$ 165,342.00
Total Hours	1,018	991	1,596	975	1,678

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
2018 Reconstruction Project
Design Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND HR Green, Inc.

This Professional Services Agreement is entered into this ____ day of February 2017, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and GSG Consultants, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for design engineering services for the 2018 Reconstruction Project (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated 01/20/17 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;

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

SECTION 1. DEFINITIONS.

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

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

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

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

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

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

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

no person is required, authorized, or permitted to do the act prohibited.

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the design engineering services for the 2018 Reconstruction Project as more fully described of Exhibit "A" attached hereto.

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

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

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

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

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

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

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

construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

D. Engineer 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 01/31/18.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

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

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

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated 01/20/17, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to design engineering 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 \$51,960.00.

B. Hourly Rates and Costs.

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

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

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

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

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

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

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

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, the Engineer shall provide 30 days written notice prior to the cancellation, non-renewal, or switch and the Engineer shall purchase supplemental extending reporting period coverage for a period of not less

than three (3) years.

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

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

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

3. Engineer expressly understands and agrees that any 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.

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

B. Termination of Agreement

1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar day's written notice to the Engineer.
2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.
 - a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work.
 - b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.
 - c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.
3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by Engineer and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

SECTION 13. NOTICES.

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

If to Village:

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

If to Engineer:

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.

F. Survival.

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

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

Accepted this ____ day of February 2017,

Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this ____ day of February 2017,

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

Exhibit A – GSG Consultants Proposal No 1621 dated 01/20/17



GSG CONSULTANTS, INC.

Engineers, Scientists & Construction Managers

910 West Lake Street, Suite 110
Roselle, IL 60172
630-529-8000

Integrity | Quality | Reliability

January 20, 2017

Mr. Dan Deeter, P.E.
Village Engineer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489

**Re: Request for Proposal No. 1621
Phase II - Design & Phase III - Construction Observation
2018 Reconstruction Project
Village of Hinsdale**

Dear Mr. Deeter:

GSG Consultants, Inc. (GSG) is pleased to submit our proposal in response to the Village's RFP No. 1621.

GSG proposes to provide the engineering services for the Phase II – Design and Phase II Construction Observation 2018 Reconstruction Project for the **Total Lump Sum Fee of \$102,650.00.**

- **GSG's Project Manager/Resident Engineer is Dave Stoiser, P.E., CFM.** Working in our Roselle office, Mr. Stoiser is a seasoned municipal engineer and has managed, designed, and constructed municipal infrastructure projects for over 25 years in Roselle, St. Charles, and Westchester. His strengths include roadway maintenance/reconstruction, underground utility replacement, and stormwater management.
- **Mr. Stoiser will be the primary point of contact for the Village of Hinsdale on this project.**
- **Mr. Stoiser has over twenty years of municipal MFT and STP encompassing resurfacing and reconstruction projects.** He is an expert in the procedures and requirements, and has successfully collaborated with IDOT District 1 Bureau of Local Roads for years.
- **Mr. Stoiser possesses IDOT Document Certification No. 15-0203.** A required level of certification to perform resident engineering on IDOT projects.
- **GSG's in-house geotechnical, environmental, and material testing services.** We perform geotechnical investigations and CCDD assessments using GSG drill rigs and geoprobes.



GSG Material Testing's laboratory is IDOT & AASHTO certified and is prequalified in IDOT Quality Assurance for both HMA (asphalt) and PCC (concrete).

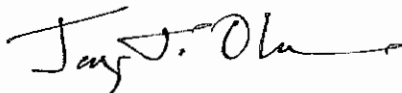
The following sections describe our detailed proposal in the enclosed attachment.

- **Project Understanding**
- **Project Approach**
- **Scope of Services**
- **Challenges**
- **Schedule**
- **Fee Estimates**
- **Consultant Proposal Certification**

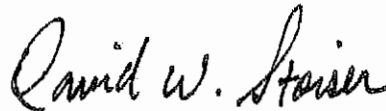
We appreciate the opportunity to provide our proposal for your consideration, and look forward to working with the Village of Hinsdale on the 2018 Reconstruction Project.

If you have any questions or need additional information, please feel free to contact me at (630) 536-6807, or by e-mail at jolson@gsg-consultants.com.

Respectfully Submitted,
GSG CONSULTANTS, INC.



Jay T. Olson, P.E.
Project Principal



David W. Stoiser, P.E., CFM, CPESC
Project Manager





Project Understanding, Project Approach, Scope of Services, Challenges and Schedule

Project Understanding

The Village of Hinsdale will be hiring a consultant to perform Phase II - Design & Phase III - Construction Observation for the reconstruction of various Village streets from PCC to PCC or to HMA as outlined in RFP No. 1621. It is understood that Village funds will be utilized for this project and may use MFT funds, however IDOT Standard Specifications and guidelines for MFT project will followed for the design and construction as applicable. The Village of Hinsdale engineering design standards and standard details, Standard Specifications for Water & Sewer Main Construction in Illinois, as well as the latest ADA state and federal standards will also be incorporated in project design.

Phase II - Design

The subject streets' cross sections are urban with curb & gutter along their entire length. The reconstruction project will include removal of existing concrete pavement, utility structure adjustments/replacements, storm sewer and appurtenance construction, driveway apron replacement as necessary, watermain replacement on Lincoln Street, sanitary sewer lining or repairs on Hickory Street and Lincoln Street, and HMA pavement installation to establish the design roadway cross-section. The Phase II design consultant will prepare the final design plans, specifications, and a construction cost estimate; secure all permits necessary for the project, prepare the construction contract and bidding documents, manage the entire bid process, review bids, and provide recommendation to the Village for construction contract award.

Phase III – Construction Inspection

The consultant will provide construction observation services and represent the Village for the project. Construction phase services provided will include conducting the pre-construction meeting, construction layout, daily inspection/documentation of the work in accordance with IDOT procedural guidelines for MFT construction, coordination of material testing, notification and communication with impacted residents and businesses. The consultant will be prepare Record Drawings in an AutoCAD format and final project close out documentation.

Schedule

The 2018 Reconstruction Project is a two-year project. The Phase II – Design phase should be completed by December 2017, so that bidding and contractor award may be performed in January 2018. The construction work should start in April 2018, with completion by October 15, 2018.



Project Understanding, Project Approach, Scope of Services, Challenges and Schedule

Project Approach

Our project approach has been developed based on the RFP. Mr. Stoisers' expertise also encompasses MFT and STP project experience including design, specifications and bidding document preparation for IDOT District 1 Bureau of Local Roads approvals.

Phase II - Design

GSG will perform a field survey of the streets establishing centerline stationing, and determining the project limits and specific locations of curb & gutter and driveway apron replacement, utility structure adjustment/rehabilitation, and surface features within the Right-of-Way limits. The survey data will be incorporated into the design plans in spreadsheets, detailing the quantities of construction items for each street, and a total quantity for the project. Field reconnaissance and soil borings will be conducted where project pay item quantities will be developed through assessment of concrete curb & gutter condition, utility structure condition, confirmation of existing storm sewer locations and elevations, analysis of geotechnical information, and full topographic survey.

As part of the design phase, GSG will visually inspect the potential areas of pavement distress, and review the pavement corings to assess pavement section conditions. GSG will still review the Village-Wide Environmental Record Search, to determine the potential that material suspected of being contaminated may be encountered during the project. The potential non-CCDD material causing rejection will be identified: specifications for handling this material and quantities will be incorporated into the design plans.

GSG will prepare bidding documents consisting of the design plans, IDOT and Village standard engineering drawings and details, special provisions, Village contract and bid forms, a Bid Form prepared by GSG, and the construction contract.

The bidding will be conducted utilizing an online service that minimizes both GSG and Village time and expenses during the bidding process. The online bidding service provides for efficient distribution of bid documents, plans, and amendments. GSG will prepare and publish the legal notice, attend the bid opening, review bids for completeness and accuracy, prepare a bid tab, verify references, and provide a recommendation of contractor award.

Phase III – Construction Inspection

GSG will provide a Resident Engineer and full-time Construction Inspector who will be onsite every day during the construction project that is anytime the contractor is performing work at a minimum. We are budgeting eight hours per day for onsite inspection, keeping a daily diary summary of work and pay items, liaison with the general public, and coordination with the Village and public utilities.

Communications with residents and businesses is key to the successful construction project.



Project Understanding, Project Approach, Scope of Services, Challenges and Schedule

GSG will notify the impacted residents and businesses prior to the start of construction, noting possible adjustments in trash collection, mail delivery, and temporary parking arrangements. GSG will pay extra attention to individuals with disabilities or special needs that may require greater assistance during construction. The Resident Engineer will be responsible for coordinating between the individuals, contractor, and Village.

Material testing will be managed and coordinated by the Resident Engineer who will work closely with the contractor to identify when the concrete placement/asphalt paving operations will occur to schedule the field material testing technicians. Material testing will be performed in accordance with the project specifications, and IDOT requirements. Testing results will be reviewed efficiently and any deficiencies from the project specifications will be immediately brought to the Village's attention. The Resident Engineer will provide a recommendation for resolving any deficiencies with the contractor. We have budgeted eight (8) days for the field material testing technician to be onsite for concrete work and asphalt paving. This time is subject to a 4-hour minimum effort based on the local union contract.

GSG anticipates that the contractor will work eight-hour days, five days a week, so that overtime can be avoided. It is probable that the contractor will perform the asphalt paving operations using only one asphalt paving machine.

Scope of Services

GSG has outlined the specific Scope of Services in the following sections to execute the 2018 Reconstruction Project.

Phase II - Design

- Conduct a kick-off meeting with the Village.
- Obtain Village atlases/as-builts of the subject streets and utilities.
- Perform a field survey establishing centerline stationing, project limits, and specific locations of curb & gutter and driveway apron replacement, utility structure adjustment/rehabilitation, full depth patching, and surface features within the Right-of-Way limits.
- Review the Village-Wide Environmental Record Search.
- Coordinate design with Village Public Services, and other public and private utilities.
- Prepare design plans, specifications, and cost estimate.
- Submit preliminary (60%) design plans to the Village for review.
- Submit pre-final (90%) design plans, specifications, cost estimate and bidding documents to the Village for review.
- Secure any permits identified during the design phase.
- Conduct the bidding including legal notice, distribution of bid documents, amendments, bid opening, bid review preparation of the bid tab, reference checks, and recommendation of contractor award.



Project Understanding, Project Approach, Scope of Services, Challenges and Schedule

- Conduct progress meetings, as necessary to update Village and stakeholders.

Phase III - Construction Inspection

- Provide a Resident Engineer and full-time construction inspector.
- Conduct pre-construction meeting with the Village, contractor, and stakeholders.
- Provide a pre-construction video of the construction site and adjacent property features.
- Review contractor's proposed project schedule and provide input.
- Confirm that contractor has contacted JULIE for utility clearance, and coordinated utility markings with Village Public Services.
- Act as Liaison between contractor, Village, residents, businesses, and stakeholders. Establish lines of communication for project information and means for escalation if necessary.
- Communicate with residents and businesses on the Village's behalf regarding the construction activities and schedules.
- Attend and/or conduct informational meetings with residents, businesses, and significant stakeholders, if necessary.
- Maintain a daily record (diary) of the contractor's activities throughout construction, measure actual quantities of construction items completed, and document sufficient information to verify the nature and cost of changes in plans and authorized extra work.
- Maintain Project Job Box, project documentation, invoices, testing results, project communication, meeting summaries, etc.
- Coordinate Quality Assurance material testing in accordance with IDOT program requirements. Supervise the field material testing technician activities.
- Attend weekly progress meetings with the contractor to monitor progress and plan for upcoming construction activities.
- Prepare weekly progress memorandum for the Village, summarizing work completed, project issues and resolution, and anticipated work schedule.
- Prepare the punch list upon substantial completion. Meet with contractor to discuss deficiencies. Verify that all punch list items are addressed.
- Meet with the Village regarding any aspect of the project, as necessary.
- Prepare Record Drawings reflecting the changes and modifications to the original design drawings. Provide the Village with AutoCAD file of the Record Drawings, compliant with the Village requirements.
- Review contractor invoices, reconcile discrepancies, and approve payment. Submit to the Village all required partial and final pay estimates, waivers, change orders, records and reports.
- Prepare and submit the final project closeout documentation to the Village, including Project Job Box, in accordance with IDOT procedures.



Project Understanding, Project Approach, Scope of Services, Challenges and Schedule

Schedule

Upon execution of the consultant agreement, GSG proposes the following schedule for the 2017 Reconstruction Project:

- March/April 2017 – Conduct kick-off meeting. Begin field survey when weather allows.
- May 2017 – Prepare preliminary (60%) design plans and submit to the Village for review.
- June 2017 – Prepare pre-final (90%) design plans, specifications, cost estimate and bidding documents and submit to the Village for review.
- January 2018 – Conduct bidding process, recommend contractor award to the Village.
- February 2018 – Village Board approval of Construction contract.
- March 2018 – Conduct pre-construction meeting.
- April 2018 – September 2018 – Construction.
- October 2018 – Project close out.

GSG CONSULTANTS - FEE ESTIMATE
HINSDALE
2018 RECONSTRUCTION PROJECT
PHASE II - DESIGN
JANUARY 20, 2017

Personnel	Hourly Rate	Project Management		Field Survey		Engineering Design		Permits		Subtotals	
		Manhours	Amount	Manhours	Amount	Manhours	Amount	Manhours	Amount	Manhours	Amount
Principal	\$ 130.00	8	\$ 1,040.00		\$ -		\$ -			8	\$ 1,040.00
Project Manager	\$ 85.00	32	\$ 2,720.00	10	\$ 850.00	80	\$ 6,800.00	20	\$ 1,700.00	142	\$ 12,070.00
Design Engineer	\$ 65.00		\$ -	20	\$ 1,300.00	240	\$ 15,600.00	30	\$ 1,950.00	290	\$ 18,850.00
SUBTOTAL LABOR											\$ 31,960.00
Direct Costs											
Survey					\$ 13,500.00						\$ 13,500.00
Pavement Corings					\$ 5,000.00						\$ 5,000.00
Vehicles	20 days @ \$25 per day				\$ 500.00						\$ 500.00
Sewer Televising					\$ 1,000.00						\$ 1,000.00
SUBTOTAL DIRECT COSTS											\$ 20,000.00
TOTAL FEE ESTIMATE		40	\$ 3,760.00	30	\$ 22,150.00	320	\$ 22,400.00	50	\$ 3,650.00	440	\$ 51,960.00

NOTES:

1) 2.6% Design Fee based on Construction Budget of \$2,020,000.

GSG CONSULTANTS - FEE ESTIMATE
HINSDALE
2018 RECONSTRUCTION PROJECT
PHASE III - CONSTRUCTION OBSERVATION
JANUARY 20, 2017

Personnel	Hourly Rate	Project Management		Resident Engineer		Construction Inspection		Subtotals	
		Manhours	Amount	Manhours	Amount	Manhours	Amount	Manhours	Amount
Principal	\$ 130.00	8	\$ 1,040.00		\$ -			8	\$ 1,040.00
Project Manager	\$ 95.00	30	\$ 2,850.00	60	\$ 5,700.00			90	\$ 8,550.00
Field Engineer	\$ 70.00		\$ -		\$ -	480	\$ 33,600.00	480	\$ 33,600.00
SUBTOTAL LABOR									\$ 43,190.00
Direct Costs									
Material Testing							\$ 6,000.00		\$ 6,000.00
Vehicles	60 days @ \$25 per day						\$ 1,500.00		\$ 1,500.00
SUBTOTAL DIRECT COSTS									\$ 7,500.00
TOTAL FEE ESTIMATE		38	\$ 3,890.00	60	\$ 5,700.00	480	\$ 41,100.00	578	\$ 50,690.00

NOTES:

- 1) 2.5% Construction Observation Fee based on Construction Budget of \$2,020,000.
- 2) Full-time Construction Observation.

IN SUBMITTING THIS PROPOSAL THE CONSULTANT CERTIFIES THAT:

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

Signed and sworn this 19th day of NOVEMBER, 2015.

By: Jay T. Olson
(Signature)

By: JAY T. OLSON
(Printed Name)

d/b/a GSC CONSULTANTS, INC.

Business Address: 910 W. LAKE ST., STE. 110
ROSELLE, IL 60172

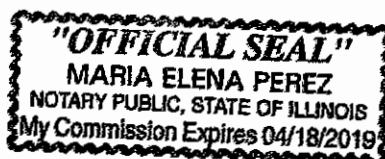
Business Phone #: 630-529-8000

Cell Phone #: 630-536-6807

E-Mail Address: j.olson@gsc-consultants.com

Subscribed and sworn before me
this 19th day of November, 2015

Notary Public: Maria Elena Perez



IN SUBMITTING THIS PROPOSAL THE CONSULTANT CERTIFIES THAT:

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

Signed and sworn this 20 day of January, 2013⁷

By: J. T. Olson
(Signature)

By: JAY T. OLSON
(Printed Name)

d/b/a GS CONSULTANTS INC.

Business Address: 910 W. LAKE ST., STE 110

Business Phone #: 630-529-8000

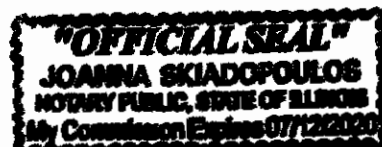
Cell Phone #: 630-536-6807

E-Mail Address: j.olson@gs-consultants.com

Subscribed and sworn before me
this 20 day of January, 2013⁷

Notary Public:

Joanna Skiadopoulos



IN SUBMITTING THIS PROPOSAL THE CONSULTANT CERTIFIES THAT:

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

Signed and sworn this 20 day of January, 2013.

By: Jay T. Olson
(Signature)

By: JAY T. OLSON
(Printed Name)

d/b/a GSC CONSULTANTS INC.

Business Address: 910 W. LAKE ST., STE 110

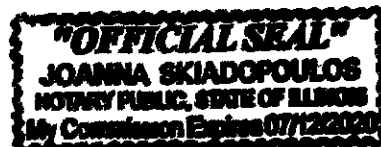
Business Phone #: 630-529-8000

Cell Phone #: 630-536-6807

E-Mail Address: j.olson@gsc-consultants.com

Subscribed and sworn before me
this 20 day of January, 2013.

Notary Public: Joanna Skiadooulos



REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: First Reading – ZPS

SUBJECT: Resolution and Letter of Intent to Construct a Parking Deck

MEETING DATE: February 7, 2017

FROM: Kathleen Gargano, Village Manager

Recommended Motion

Approve a Resolution authorizing the Village President to notify Community Consolidated School District 181 of the Village's intent to build a two-level deck parking structure on the site of the Hinsdale Middle School.

Background

The Village Board and Staff have been working with School District 181 on a plan to build a two-level parking deck on the current site of the Hinsdale Middle School. School District 181 is about to go out to bid on the building portion of this project and has requested that the Village provide the School District with a letter of intent that the Village plans to construct a two level parking deck.

Discussion & Recommendation

The Village's letter of intent does not specify the size of the parking deck other than the deck being two levels. The letter of intent is also contingent on the School District constructing a new Middle School as a result of the November 8, 2016 referendum.

Budget Impact

N/A

Village Board and/or Committee Action

Documents Attached

1. Resolution
2. Letter of Intent

VILLAGE OF HINSDALE

RESOLUTION NO. R2017-____

AUTHORIZING THE EXECUTION OF A LETTER OF INTENT TO CONSTRUCT A PARKING DECK AT THE HINSDALE MIDDLE SCHOOL

WHEREAS, the Village of Hinsdale, recognizes the need for additional parking in the Central Business District; and

WHEREAS, the Village and Community Consolidated School District 181 recognize the value in working together in ways that benefit the community; and

WHEREAS, The School District plans to build a new Hinsdale Middle School on the site of the present Hinsdale Middle School; and

WHEREAS, the Village recognizes the opportunity to partner with the School District and build a two-level deck that could be used by the School District and the Village; and

WHEREAS, the parking deck will be jointly used by the School District and the Village and will provide additional parking spaces for shoppers and people visiting the Central Business District.

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

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That the Village President Tom Cauley shall be and hereby is directed to execute the attached Letter of Intent directed to the Community Consolidated School District 181 Board.

Section 3: That the Village Clerk shall transmit copies of this Resolution to the Community Consolidated School District 181 Board forthwith.

Section 4: This resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED this _____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2017.

Village President

ATTEST:

Village Clerk

Village Hall
19 East Chicago Avenue
Hinsdale, Illinois 60521-3431
630-789-7000



Fire & Police Departments
121 Symonds Drive
Hinsdale, Illinois 60521-3744
Fire 630-789-7060
Police 630-789-7070

February 7, 2017

Ms. Mridu Garg, President
Community Consolidated School District 181
115 W. 55th Street
Clarendon Hills, IL 60514

Dear President Garg:

This letter is to confirm the intention of the Village of Hinsdale Board of Trustees to construct and build a two level parking deck on the site of the Hinsdale Middle School located at 100 S. Garfield Street, Hinsdale. The Village's intention to construct a parking deck is contingent upon Community Consolidated School District plans to construct a new Hinsdale Middle School as result of a referendum occurring on November 8, 2016.

I am advising you that the Board of Trustees authorized me to execute this letter on its behalf in accordance with the resolution of which I have attached.

The Board of Trustees understands and acknowledges that Community Consolidated School District 181 will rely on this letter of intent in decisions regarding the design and engineering of the new Hinsdale Middle School building.

Sincerely,

Thomas Cauley
President
Village of Hinsdale

AGENDA SECTION: First Reading – ZPS

SUBJECT: Text Amendment to allow Planned Developments as a Special Use in a Single-Family Residential District, and an Ordinance approving a 59-Unit Residential Planned Development Concept Plan and a Special Use Permit located at the 24.5 Acre Site at S. E. Corner of 55th Street and County Line Road in the R-2 District – Hinsdale Meadows Ventures, LLC (Case A-18-16)

MEETING DATE: February 7, 2017

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance Amending Chapter 3 (“Single-Family Residential Districts”), Section 3-106 (“Special Uses”), of the Hinsdale Zoning Code to Authorize Planned Developments as a Special Use in Single-Family Residential Zoning Districts; and

Approve an Ordinance Approving a Planned Development Concept Plan and a Special Use Permit – 55th Street/County Line Road – Hinsdale Meadows Venture, LLC

Background

The Village of Hinsdale has received a Text Amendment application from Hinsdale Meadows Venture, LLC, the subject property owner of a 24.5 acre parcel south east of 55th Street and County Line Road. The site is currently zoned R-2 Single Family Residential District and subdivided for 36 single family detached homes. The applicant is requesting approval to amend Zoning Code Section 3-106, pertaining to Special Uses, to allow application for a Planned Development in any Single Family Residential District with a minimum lot area of 20 acres.

The applicant has also submitted, for concurrent consideration, a Planned Development Concept Plan and Special Use Permit for a 59-unit residential development featuring 58 new age-targeted homes, comprised of 28 single family detached and 30 duplex homes. There is an existing traditional single family detached home that will remain. The average price point for a single family detached home is approximately \$1,145,000 and the average price point for a duplex home is approximately \$935,000. Both single family and duplex homes feature first floor master bedrooms and two bedrooms on the second floor. Per the data by Tracy Cross & Associates, the median closing price of a single family home between January 2016 and September 2016 in Burr Ridge and Hinsdale was \$909,573.

Noteworthy age-targeted language in the Declaration includes: prohibiting swing sets, toys, and parking of baby carriages and vehicles on common property; no unit shall be leased by a unit owner for a period more or less than one year without written approval of the Association; and no athletic or playground equipment permitted in the front yard where it is visible from the street and no temporary or permanent basketball hoops are allowed. Per Teska Associates, the forecasted student increase under the current R-2 Single Family

Residential District zoning for 36 homes with 4 to 5 bedrooms is 29 additional elementary school students and 8 additional high school students. The forecasted student increase is 4 additional elementary school students and 2 additional high school students for the Planned Development.

The Planned Development will feature 2 pocket parks and a new cardio path connection to Katherine Legge Memorial Park (KLM) to the south. The builder and developer will both be the applicant's parent company, Edward R James Partners, LLC. The proposed public benefit/compensating amenities to the Village includes paving a new (aforementioned) cardio path (600' to 900' long by 8' wide) from the Planned Development into Kathrine Legge Memorial and regrading the 3 existing Lacrosse fields in KLM. On January 20, 2017, staff received an email from a resident suggesting constructing a public sidewalk on the east side of County Line Road, between 55th and 57th Street.

Per Section 11-603(D)(1), the intent of the Concept Plan is to submit a plan showing the basic scope, character, and nature of the entire proposed Planned Development without incurring undue cost. And to allow the Village and the applicant to proceed with some assurance, approval of the Concept Plan binds the applicant and the Village with respect to the following basic elements of development: (1) categories of uses to be permitted, (2) general location of residential and nonresidential land uses, (3) overall maximum density of residential uses and intensity of nonresidential uses, (4) the general architectural style of the proposed development, (5) general location and extent of public and private open space including recreational amenities, (6) the general location of vehicular and pedestrian circulation systems, (7) staging of development and (8) the nature, scope and extent of public dedications, improvements or contributions to be provided by the applicant.

Contingent on the approval of the Text Amendment application, Concept Plan and Special Use Permit, a Detailed Plan application shall be subsequently submitted for review by the Plan Commission (PC) and Board of Trustees (BOT). The purpose of Detailed plan is to refine and implement the development of the Concept Plan.

Discussion & Recommendation

On September 14, 2016, the PC scheduled the public hearing for October 12, 2016. The PC public hearing was continued to the November 9, 2016, December 14, 2016, and formally closed on January 11, 2017. Staff received and shared 14 emails/correspondence by the public to the PC in regards to the application. Of the fourteen, 9 were supportive and 5 were against the application.

A motion to recommend approval for the Text Amendment as submitted, contingent on further staff consideration of how its wording might be revised in order to preserve its general applicability throughout the Village while ensuring that applications for Planned Developments in single-family zoning districts would be infrequent, passed, 6-1, (2 absent).

A motion to recommend approval for the Planned Development Concept Plan for 59-units, as amended during the course of the Public Hearing, and Special Use permit application, contingent on; no basement bedrooms allowed; a detailed traffic study be provided for any future Detailed Plan approval; continued discussion between the Developer and Village staff

as to stormwater management and impacts; further investigation of making the development age restricted for a limited time; and further discussion of proposed public benefits, passed 5-2, (2 absent).

Village Board and/or Committee Action

On July 12, 2016, the applicant presented its initial concept site plan with elevation illustrations and floor models to the Board as a discussion item. The presentation material has since been posted on the Village's website and in the lobbies of Village Hall and the Hinsdale Public Library for feedback to the BOT.

On August 9, 2016, the BOT (First Reading Referral to the PC item) reviewed the application and summarized the main issues for further PC discussion including: age-targeted versus age-restricted, architecture of the homes, price point of the homes, public benefits and green space. The applicant summarized the request and answered some of the concerns by the BOT. On September 6, 2016, (Second Reading Agenda item) the Board referred the application packet for consideration by the PC.

Documents Attached

Draft Ordinances

1. Planned Development Proposal for Hinsdale Meadows (binder)
2. Draft Findings and Recommendations
3. Public Input regarding Public Benefit email (dated Jan. 20, 2017)
4. Request for fee in lieu of construction of Post Construction Best Management Practices (PCBMPs) for Hinsdale Meadows (memos from Dan Deeter, Village Engineer and Brett Duffy, Spaceco, Inc., dated 01/02/17 and 01/01/17, respectively)
5. Hinsdale Meadows Fiscal Analysis by Teska, dated February 3, 2017

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-106 ("SPECIAL USES") OF THE
HINSDALE ZONING CODE TO AUTHORIZE PLANNED DEVELOPMENTS AS A
SPECIAL USE IN SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS**

WHEREAS, the Village of Hinsdale (the "Village") has received an application from Hinsdale Meadows Venture, LLC (the "Applicant") pursuant to Section 11-601 of the Hinsdale Zoning Code for an amendment to the text of Section 3-106 of the Zoning Code to allow planned developments as special uses in single-family residential zoning districts (the "Application"); and

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

WHEREAS, on October 12, 2016, the Plan Commission opened a public hearing on the proposed text amendment, which was continued on November 9 and December 14, 2016, and concluded on January 11, 2017. The public hearing on the Application was pursuant to notice thereof properly published in *The Hinsdalean*. On January 11, 2017, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the proposed text amendment by a vote of six (6) in favor, one (1) against and two (2) absent, as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-18-2016 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application.

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

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

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

as if fully recited herein at length, The President and Board of Trustees further find that the proposed text amendment set forth below is demanded by and required for the public good.

Section 3: Amendment. Article III (Single-Family Residential Districts), Section 3-106 (Special Uses), of the Hinsdale Zoning Code is hereby amended to read in its entirety as follows:

Sec. 3-106: Special Uses:

Except as specifically limited in the following paragraphs, the following use may be permitted in any single-family residential district subject to the issuance of a special use permit as provided in Section 11-602 of this code and subject to the additional standards hereinafter set forth:

A. Public utility stations, subject to the following additional standards:

1. Structure Appearance And Screening: All buildings and structures either shall have exteriors which give the appearance of a structure permitted in the district where located or shall comply with the buffer and landscape requirements applicable to nondwelling uses abutting a residential use pursuant to subsection 9- 107H of this code.
2. Safety Fencing: All such uses shall be fenced where any hazard to the safety of human or animal life is present.
3. Service and Storage Prohibited: No service or storage yard or building shall be permitted except as permitted for other uses in the district. (1991 Code)

B. Planned Developments, Subject to the following additional standards:

1. The minimum lot area for a Planned Development shall be 20 acres.

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this _____ day of _____ 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2017, and attested to by
the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

Exhibit A

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A PLANNED
DEVELOPMENT CONCEPT PLAN AND SPECIAL USE PERMIT - 55TH
STREET/COUNTY LINE ROAD – HINSDALE MEADOWS VENTURE, LLC**

WHEREAS, Hinsdale Meadows Venture, LLC (the "Petitioner") has filed with the Village of Hinsdale an application (the "Application") seeking Planned Development Concept Plan approval, as well as a related Special Use permit, for a proposed Planned Development (the "Planned Development"), on a 24.5 acre site at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois (the "Property"), located in the R-2 Single-Family Residential Zoning District; and

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

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

WHEREAS, following the conclusion of the Public Hearing properly published in *The Hinsdalean* that was opened on October 12, 2016, continued on November 9 and December 14, 2016, and concluded on January 11, 2017 (together the "Public Hearing"), the Plan Commission (the "PC"), made a motion to recommend approval of the Planned Development Concept Plan for 59-units, as amended during the course of the Public Hearing, as well as the Special Use Permit for the Planned Development, subject to certain conditions, as set forth below, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-18-2016 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application, as amended during the Public Hearing, and with the conditions specified below, satisfies the standards set forth in Sections 11-602 and 11-603 of the Zoning Code relating to special use permits and planned developments.

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

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

Section 2: Approval of Planned Development Concept Plan and a Special Use Permit for the Hinsdale Meadows Planned Development. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approves the concept plan and a special use permit for the Planned Development proposed in the Application, as amended, for the Subject Property located at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois, legally described in **Exhibit A**, in the R-2 Single-Family Zoning District. The approved concept plan calls for twenty-eight (28) new single family homes, one (1) existing traditional single family home that will remain on the Property, and thirty (30) duplex homes. The approval is specifically conditioned on the following:

- a. No basement bedrooms be allowed;
- b. A detailed traffic study be provided as part of any future Final Plan approval;
- c. Continued discussion between the Developer and Village staff as to stormwater management and impacts;
- d. Further investigation of making the development age-restricted for a limited time; and
- e. Further discussion of proposed public benefits.

Section 3: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this _____ day of _____ 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2017, 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 PETITIONER TO THE
CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2017

EXHIBIT A
(ATTACHED)

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

**FINDINGS OF FACT AND RECOMMENDATION OF THE
PLAN COMMISSION
VILLAGE OF HINSDALE**

February 8, 2017

RE: Case No. A-18-2016 – Text Amendment/Planned Development Permit/Special Use Application – 55th Street/County Line Road, Hinsdale, Illinois

PETITIONER: Hinsdale Meadows Venture, LLC

APPLICATION: For a text amendment to allow Planned Developments in any single-family residential zoning district, subject to a minimum lot area of 20 acres, and for planned development concept plan approval/special use permit for a 59-unit residential planned development consisting of duplexes and single-family homes, on property located at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois

BACKGROUND: The 24.5 acre site at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois (the “Property”) is located in the R-2 Single-Family Residential Zoning District. It has previously been platted for a conventional development of 36 single family homes. While roads and utility services were installed, only one (1) single-family home was ever completed, and two (2) were partially constructed on the Property.

Hinsdale Meadows Venture, LLC (the “Petitioner”) has now filed an application for a text amendment and for a Planned Development Concept Plan approval, as well as a related Special Use permit approval for the planned development (collectively, the “Application”). The Application has been revised and amended during the public hearing process based on input received from the Plan Commission. The Petitioner’s final proposal is referred to herein as the “Amended Application”. The Application as originally filed proposed the construction of a fifty nine (59) unit planned development (the “Planned Development”), including twenty-seven (27) single family homes, two (2) traditional single family homes and thirty (30) duplex homes. The Planned Development is proposed as an age-targeted development, meaning it is designed and intended to attract empty-nester residents, but is not proposed to be affirmatively age-restricted.

During the Public Hearing process, the Planned Development was slightly revised, so that the final Planned Development concept plan being forwarded for approval as part of the Amended Application includes twenty-eight (28) new single family homes, one (1) existing traditional single family home that will remain on the Property, and thirty (30) duplex homes. A single family home and duplex home switched places for a more logical plan during the Public Hearing Process. Based on grade, the proposed homes may have a lookout basement, standard basement, or walkout basement (or, if a Buyer prefers, no basement). All new homes feature a first floor master bedroom and two bedrooms on the second floor (3 bedrooms total).

The proposed text amendment (the “Proposed Text Amendment”) is to allow planned developments as a special use in any single-family residential district, subject to the issuance of a special use permit and subject to a minimum lot area of 20 acres. Planned developments are currently only allowed as a special use in multi-family residential zoning districts.

The Planned Development proposes to utilize the existing road configuration and infrastructure, with some minor modifications to the utility services, as well as the existing detention pond. The two (2) unfinished single-family homes on the Property are proposed to be demolished, and the one finished single-family home will be sold as part of the Planned Development.

APPLICATION: The Amended Application anticipates that certain waivers from the Village of Hinsdale Zoning Code (the “Zoning Ordinance”) will be provided by the Village relative to the Planned Development at the time the Final Plan is approved.

The Amended Application, inclusive of all Developer submittals during the course of the Public Hearing, is attached hereto as **Exhibit 1** and made a part hereof.

PUBLIC HEARING: At the duly and properly noticed Hearing, testimony was taken and heard by the Plan Commission on the Application and, subsequently, the Amended Application. All persons testifying during the Hearing were sworn prior to giving testimony. All persons wishing to be heard were given the opportunity to ask questions of the other witnesses and to provide testimony on their own behalf. Subjects discussed at length during the Public Hearing included the design of the homes and duplexes and the amenities to be provided in each, the public benefit of approving the Planned Development, traffic, drainage and stormwater management, the content of the Homeowners Association declaration and covenants, price points of units, the pros and cons of age-targeted v. age-restricted housing, and the need for empty-nester housing within the Village. Transcripts of the Public Hearing are attached hereto as **Exhibit 2** and made a part hereof.

During the course of the Public Hearing, a number of persons spoke in favor of the proposed Planned Development. A number of those persons identified themselves as persons who might be interested in purchasing within the Development. There was also testimony against the Planned Development. Objectors expressed concerns about, among other things, too much density, traffic, and other negative impacts, and urged the Plan Commission to protect the Zoning Code. The Correspondence received and reviewed by the Plan Commission relative to the proposed Planned Development is attached hereto as **Exhibit 3** and made a part hereof.

MOTIONS AND RECOMMENDATIONS: On January 11, 2017, following the conclusion of the Public Hearing opened on October 12, 2016, continued on November 9 and December 14, 2016, and concluded on January 11, 2017 (together the “Public Hearing”), the Plan Commission, made separate motions and findings relative to 1) the Proposed Text Amendment; and 2) The Planned Development Concept Plan approval and related Special Use Permit.

Commissioner Fiascone made a motion, seconded by Commissioner Krillenberger, to recommend approval of the Proposed Text Amendment, subject to further staff consideration of how its wording might be revised in order to preserve its general applicability throughout the Village while ensuring that applications for planned developments in single-family zoning districts would be infrequent.

The vote on the motion was six (6) in favor and one (1) opposed.

Commissioner Peterson then made a motion, seconded by Commissioner Fiascone, to recommend approval of the Planned Development Concept Plan for 59-units, as amended

during the course of the Public Hearing, as well as the Special Use Permit for the Planned Development, subject to the following conditions:

- a. No basement bedrooms be allowed;
- b. A detailed traffic study be provided as part of any future Final Plan approval;
- c. Continued discussion between the Developer and Village staff as to stormwater management and impacts;
- d. Further investigation of making the development age-restricted for a limited time; and
- e. Further discussion of proposed public benefits.

The vote on that motion was five (5) in favor and two (2) opposed.

FINDINGS ON PROPOSED TEXT AMENDMENT: The Plan Commission, based upon the evidence presented at the Hearing, and pursuant to Section 11-601(E) of the Hinsdale Zoning Code, makes the following Findings as to the Proposed Text Amendment:

STANDARDS FOR APPROVING TEXT AMENDMENT: Section 11-601(E) of the Zoning Code provides that the wisdom of amending the zoning map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the board of trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the board of trustees should be guided by the principle that its power to amend this code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the board of trustees should weigh, among other factors, certain factors (because most of the factors relate to map amendments, which is not at issue here, only the most relevant factors are listed):

1.The consistency of the proposed amendment with the purposes of this code.

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

TEXT AMENDMENT FINDINGS: The Plan Commission finds that allowing planned developments as a special use in single-family residential zoning districts on properties of 20-acres or more is generally consistent with the purposes of the Zoning Code. Planned developments are a specialized regulatory technique already provided for under the Zoning Code and appropriately used to provide flexibility and promote creativity for substantial developments. The allowance of the planned development as a special use in single-family residential zoning districts of 20 acres or more will still be subject to the detailed and rigorous review required for planned developments under the existing Code provisions, ensuring their use will be limited to appropriate circumstances. The Proposed Text Amendment will allow the consideration of the Application in question here, which is aimed at filling a need for empty-nester housing, as well as future applications for significant developments that are able to meet the criteria for approving a planned development/special use. A majority of the Plan Commission found the standards to have been met. Commissioner Crnovich voted no based on her concern that the language of the Proposed Text Amendment was too expansive.

FINDINGS ON PROPOSED PLANNED DEVELOPMENT CONCEPT PLAN & RELATED SPECIAL USE PERMIT: The Plan Commission, based upon the evidence presented at the Hearing, and pursuant to Sections 11-602(E) and 11-603 of the Hinsdale Zoning Code, makes the following Findings as to the Amended Application requesting Planned Development Concept Plan approval and a related Special Use Permit:

STANDARDS FOR SPECIAL USE: §11-602(E)(1) Special Use Permit Standards:

- (a) Code And Plan Purposes: The proposed use and development will be in harmony with the general and specific purposes for which the Zoning Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the official comprehensive plan.
- (b) No Undue Adverse Impact: The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.
- (c) No Interference With Surrounding Development: The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.
- (d) Adequate public facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.
- (e) No traffic congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.
- (f) No destruction of significant features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.
- (g) Compliance with standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of the Code authorizing such use.

SPECIAL USE FINDINGS: A majority of the Plan Commission found the Planned Development, with the conditions proposed, to be in harmony with the Village's Code, Zoning Code and Comprehensive Plan. The Project, as amended and revised in the Amended Application, is appropriate for the Property and benefits the community as a whole by providing additional residential units in the Village in a form that will be attractive to persons looking to downsize from larger single-family homes. The design and materials proposed for the Planned Development, which will be further refined in the Final Plan, are of high quality and are consistent with those found elsewhere in the Village. The evidence showed that the Village has a need for additional high-quality residential units for owners looking to downsize, or who are not otherwise interested in a large stand-alone single-family home. The Planned Development, as conceived, seeks to minimize any adverse impacts through, among other things, placement of the various housing types within the Development. Adequate public facilities are proposed.

While a majority of the Plan Commission finds no initial indication that the Planned Development will cause traffic congestion, it is proposed that a detailed traffic study be done prior to Final Plan approval. No destruction, loss, or damage of any natural, scenic, or historic feature of significant importance is anticipated, and the proposed Planned Development complies with additional standards imposed upon it through the Zoning Code other than for the waivers provided for herein. One of the considerations specified by the Zoning Code to be considered in determining whether the special use standards have been met is whether and to what extent the proposed use and development is necessary or desirable to provide a service or facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community. In this matter, there was ample evidence that housing aimed at empty nesters is desired by the community and that the proposed development will therefore fill a need within the community. The Petitioner is an experienced developer and has the financial and technical capacity to complete the Project.

OBJECTIVES OF PLANNED DEVELOPMENT PROCESS: The Plan Commission also examined whether the Application satisfies the specific objectives sought to be accomplished through the Planned Development process, as set forth in §11-603.B. (Purpose) of the Hinsdale Zoning Code:

1. Creation of a more desirable environment than would be possible through strict application of other Village land use regulations.
2. Promotion of a creative approach to the use of land and related physical facilities resulting in better design and development, including aesthetic amenities.
3. Combination and coordination of architectural styles, building forms, and building relationships.
4. Preservation and enhancement of desirable site characteristics such as natural topography, vegetation, and geologic features, the provision of screening or other facilities that benefit neighboring properties, and the prevention of soil erosion.
5. Provision for the preservation and beneficial use of open space.
6. An increase in the amount of open space over that which would result from the application of conventional subdivision and zoning regulations.
7. Encouragement of land uses that promote the public health, safety, and general welfare.

FINDINGS ON PLANNED DEVELOPMENT OBJECTIVES: The Plan Commission found these standards to have been met at this Concept Plan approval stage. In particular, the flexibility and creative use of land allowed by the Planned Development process will allow a development targeted at empty-nesters within the Village in a manner that would not be possible through strict application of the Village's standard zoning regulations. The initial design and development, including aesthetic amenities, and proposed architectural styles, building forms and building relationships, are pleasing. The design and materials proposed for the Project will be further refined in the Final Plan, but are initially found to be of high quality consistent with those found elsewhere in the Village. Beneficial use of open space is provided through the provision of two public parks and a large limited common space area, as well as through the proposed public benefit of improvements to the lacrosse fields at KLM Park. Significant open

space is provided over that which would result from the application of conventional subdivision and zoning regulations. The provision of housing aimed at empty-nesters will promote the public health, safety and general welfare by providing additional residential units in the Village in a form that will be attractive to persons looking to downsize from larger single-family homes.

PLANNED DEVELOPMENT STANDARDS: Finally, the Additional Standards for Planned Developments set forth in Section 11-603(E)(2) of the Zoning Code are also found, by a majority of the Plan Commission, to have been met.

§11-603(E)(2) sets forth the following additional standards for planned developments:

2. Additional standards for all planned developments. No special use permit for a planned development shall be recommended or granted unless the applicant shall establish that the proposed development will meet each of the following additional standards:

(a) Unified ownership required. The entire property proposed for planned development treatment shall be in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole.

(b) Minimum area. The district regulations of this Code establishing standards for particular types of planned development specify the minimum area required for some planned developments. In addition to meeting that specific standard, or where no specific standard is set, the applicant shall have the burden of establishing that the subject property is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for which planned developments may be established pursuant to Section 11-603.

(c) Covenants and restrictions to be enforceable by village. All covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the planned development shall provide that they may not be modified, removed, or released without the express consent of the Board of Trustees and that they may be enforced by the Village as well as by future landowners within the proposed development.

(d) Public open space and contributions. Whenever the Official Comprehensive Plan, Zoning Map, or Official Map indicates that development of a planned development will create a need for land for public purposes of the Village within the proposed planned development, the Board of Trustees may require that such area be designated and to the extent such need is specifically and uniquely attributable to the proposed development, dedicated to the Village for such use. In addition, the Board of Trustees may require evidence that all requirements of Village ordinances pertaining to the dedication of land or the contribution of cash in connection with subdivisions or developments of land have been met as respects the proposed planned development.

(e) Common open space.

(i) Amount, location, and use. The failure of a planned development to provide common open space shall be considered to be an indication that it has not satisfied the objectives for which such developments may be approved pursuant to this Code. When common open space is provided in a planned development, the amount and location of such open space shall be consistent with its intended function as set forth in the application and planned development plans. No such open space shall be used for the construction of any structure or improvement

except such structures and improvements as may be approved in the Final Plan as appropriate to the intended leisure and recreational uses for which such open space is intended.

(ii) Preservation. Adequate safeguards, including recorded covenants or dedication of development rights, shall be provided to prevent the subsequent use of common open space for any use, structure, improvement, or development other than that shown on the approved Final Plan. The restrictions must be permanent and not for a given period of years and must run with the land. Such covenants and dedications may provide that they may be released, but only with the express written consent of the Board of Trustees.

(iii) Ownership and maintenance. The Final Plan shall include such provisions for the ownership and maintenance of such open space and improvements as are reasonably necessary to ensure their continuity, care, conservation, maintenance, and operation in accordance with predetermined standards and to ensure that remedial measures will be available to the Village if such open space or improvements are permitted to deteriorate or are not maintained in a condition consistent with the best interests of the planned development or the Village.

(iv) Property owners' association. When the requirements of the preceding Subparagraph are to be satisfied by the ownership or maintenance of such open space or improvements by a property owners' association, such association shall meet each of the following standards:

(1) The by-laws and rules of the association and all declarations, covenants, and restrictions to be recorded must be approved as part of the Detailed Plan prior to becoming effective. Each such document shall provide that it shall not be amended in any manner that would result in it being in violation of the requirements of this subparagraph; and

(2) The association must be established and all covenants and restrictions must be recorded prior to the sale of any property within the area of the planned development designated to have the exclusive use of the proposed open space or improvements; and

(3) The association must be responsible for casualty and liability insurance, taxes, and the maintenance of the open space and improvements to be deeded to it; and

(4) Membership in the association must be mandatory for each property owner and any successive owner having a right to the use or enjoyment of such open space or improvements; and

(5) Every property owner having a right to the use or enjoyment of such open space or improvements must pay its pro rata share of the cost of the association by means of an assessment to be levied by the association that meets the requirements for becoming a lien on the property in accordance with statutes of the state of Illinois; and

(6) The association must have the right to adjust the assessment to meet changed needs. The membership vote required to authorize such adjustment shall not be fixed at more than two-thirds (2/3) of the members voting on the issue; and

(7) The village must be given the right to enforce the covenants; and

(8) The village must be given the right, after ten (10) days' written notice to the association, to perform any maintenance or repair work that the association has neglected to perform, to

assess the membership for such work and to have a lien against the property of any member failing to pay such assessment. For this purpose alone, the village shall have all the rights and powers of the association and its governing body under the agreements and declarations creating the association.

(f) Landscaping and Perimeter Treatment: Any area of a planned development not used for structures or circulation elements shall be landscaped or otherwise improved. The perimeter of the planned development shall be treated so as to ensure compatibility with surrounding uses by means such as: provision of compatible uses and structures, setbacks, screening, or natural or manmade buffers. Every planned development having twenty (20) or more acres shall provide a perimeter landscaped open space along each of its boundaries; each such open space shall have a minimum depth equal to the minimum front yard required in the district in which it is located or which it abuts, whichever is greater.

(g) Building And Spacing: No part of any building shall be closer to any part of any other building than ten feet (10'), or three feet (3') if a fire separation wall has been provided satisfactory to the village manager, plus one-half foot (1/2') for each one foot (1') by which either or both of such buildings exceed twenty five feet (25') in height.

(h) Private Streets: Private streets are prohibited unless expressly approved by the board of trustees. If so approved, they shall meet all construction standards applicable to public streets. No such streets shall be approved except upon the condition that they shall be owned and maintained by a property owners' association meeting the requirements set forth in subsection E2(e)(iv) of this section.

(i) Sidewalks: A sidewalk meeting the standards of the Hinsdale subdivision ordinance shall be provided along at least one side of every street in or abutting a planned development; provided, however, that such sidewalk may be constructed in a street right of way or as a specific element of the design of the planned development.

(j) Utilities: All utility lines shall be installed underground.

PLANNED DEVELOPMENT FINDINGS: A majority of the Plan Commission found these additional standards to have been met at this Concept Plan stage. The Property is held in unified ownership. The Property meets the minimum area standards for a Planned Development subject to the approval of the Proposed Text Amendment, and is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for Planned Developments. The Village, as deemed necessary, shall provide specific language in compliance with standard (c) for inclusion in the final covenants, deed restrictions, easements and homeowners declarations. With the inclusion of such language, the Village finds this standard to have been met. A fee in lieu of an open space contribution pursuant to the Village's subdivision ordinance of \$720,000 was previously paid to the Village by the Petitioner at the time of a previous approval regarding the Property, with the last payment being received in 2007. No additional contributions are required at this time. Common open space is proposed in the form of two (2) different public parks, as well as limited common open space for the benefit of a number of the property owners. The declarations and covenants of the homeowner's association shall be required, at the time of their final approval, to include the various requirements set forth in §11-603.E.2.e.iv. The Final Plan shall, upon approval, have landscaping, building spacing, sidewalks and utilities in compliance with the requirements of §11-603.E.2. No private streets are proposed.

RECOMMENDATION: Based upon the foregoing Findings, the Plan Commission, by a vote of six (6) in favor and one (1) opposed, recommends approval of the Proposed Text Amendment, subject to further staff consideration of how its wording might be revised in order to preserve its general applicability throughout the Village while ensuring that applications for Planned Developments in single-family zoning districts would be infrequent.

On a vote of five (5) in favor and two (2) opposed, the Plan Commission further recommends approval of the Planned Development Concept Plan for 59-units, as amended during the course of the Public Hearing, as well as the Special Use Permit for the Planned Development, subject to the following conditions:

- a. No basement bedrooms be allowed;
- b. A detailed traffic study be provided as part of any future Detailed Plan approval;
- c. Continued discussion between the Developer and Village staff as to stormwater management and impacts;
- d. Further investigation of making the development age restricted for a limited time; and
- e. Further discussion of proposed public benefits.

Signed: _____
Stephen Cashman, Chairman
Plan Commission
Village of Hinsdale

Dated: _____

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

BEFORE THE VILLAGE OF HINSDALE
PLAN COMMISSION

In the Matter of:

Case A-18-2016

55th St./County Line Road -
Hinsdale Meadows Venture, LLC -
Text Amendment to Section 3-106,
Special Uses, to allow a Planned
Development in any single-family
residential district, subject to
the issuance of a special use
permit, subject to a minimum
lot area of 20 acres.

REPORT OF PROCEEDINGS had and testimony
taken at the hearing of the above-entitled
matter before the Village of Hinsdale Plan
Commission at 19 East Chicago Avenue, Hinsdale,
Illinois, on the 12th day of October, 2016, at
the hour of 7:36 p.m.

<p style="text-align: right;">2</p> <p>BOARD MEMBERS PRESENT: MR. STEPHEN CASHMAN, Chairman; MS. JULIE CRNOVICH, Member; MS. ANNA FIASCONE, Member; MR. JIM KRILLENBERGER, Member; MR. SCOTT PETERSON, Member; MS. MARY T. RYAN, Member; MR. TROY UNELL, Member.</p> <p>ALSO PRESENT: MR. ROBB MC GINNIS, Director of Community Development/Building Commissioner;</p> <p>MR. MICHAEL A. MARRS, Village Attorney;</p> <p>MR. CHAN YU, Village Planner;</p> <p>MR. EDWARD R. JAMES, Edward R. James Companies;</p> <p>MR. MICHAEL BALAS, Edward R. James Companies;</p> <p>MR. BRETT DUFFY, Spaceco Inc.;</p> <p>MR. JEFF MULCRONE, BSB Design;</p> <p>MR. TERRENCE J. SMITH, BSB Design.</p> <p style="text-align: center;">* * *</p>	<p style="text-align: right;">4</p> <p>1 So I think we need to open the 2 public hearing and then swear in anyone who is 3 going to testify related to this project. 4 (Audience sworn en masse.) 5 MR. JAMES: As an order of business, I 6 guess we are having difficulty picking up voices 7 on your microphones for the television recording 8 and for our court reporter. So if you are 9 making a presentation, please speak into the 10 mike and stay near the microphone so we can make 11 sure that everybody can hear this. 12 With that, I want basically the 13 applicant to go through -- I saw a brief 14 overview of your presentation at a previous 15 board meeting and now look forward to hearing it 16 in detail. Please introduce each person that 17 speaks and state your name, who you are with, 18 I'd appreciate that. 19 MR. JAMES: Good evening. My name is 20 Edward James. I'm the principal with Edward R. 21 James Companies, and I'm here tonight to 22 represent the Hinsdale Partners Venture and</p>
<p style="text-align: right;">3</p> <p>1 CHAIRMAN CASHMAN: Next order of 2 business is the public hearing for 3 Case A-18-2016 for 55th Street and County Line 4 Road, Hinsdale Meadows Venture. 5 One thing, as an introduction, I'm 6 not sure how long we will go tonight. There is 7 an awful lot of information to cover. I look 8 forward to your presentation, going through this 9 in detail. If we get to around 10:30 or so and 10 we are still continuing along, we'll basically 11 do a continuation to the next meeting. We want 12 to make sure that you have the proper time to 13 present this project and that any citizens and 14 commissioners have time to thoroughly question 15 and provide input. So just in the matter of not 16 being too exhausted to properly give it a proper 17 hearing, I just want to give you a heads-up that 18 around 10:30 we will kind of see where we are 19 at. It's quite a packet. It's been good to go 20 through, but we have plenty of questions. And I 21 look for forward to a more detailed presentation 22 by the applicant.</p>	<p style="text-align: right;">5</p> <p>1 discuss with you our proposed plan for Hinsdale 2 Meadows at the corner of County Line Road and 3 55th, a planned unit development. 4 I'm going to have a number of 5 slides, but I will try to keep the information 6 that you need out there but not take too long. 7 But I do want to make sure that you get 8 everything and you know that we, hopefully, we 9 have done our homework. 10 I have with me tonight our team, 11 our chief financial officer and assistant chief, 12 Michael Balas; Terry Smith from Bloodgood Sharp 13 Buster, BSB they call, land planner; Jeff 14 Mulcrone, BSB, architect; and Bret Duffy, 15 Spaceco, our consulting engineers. And I will 16 refer to them if there are any questions that I 17 think they are better to answer than myself. 18 I'm not an architect, I'm not an 19 attorney. I'm just a guy who has been building 20 homes for the last 60 years. So what I'm here 21 to talk to you tonight about is Hinsdale Meadows 22 and the need for empty-nester housing, or we</p>

<div>6</div> <div> <p>1 call it age-targeted housing. The proposed</p> <p>2 plan, our proposed plan is for luxury residences</p> <p>3 in recognition of the substantial and growing</p> <p>4 demand for this type of housing and for which</p> <p>5 there has been a demonstrated need in Hinsdale.</p> <p>6 And that demonstrated need was some months ago</p> <p>7 when there was a public hearing before the</p> <p>8 trustees' meeting. I think there was about 24</p> <p>9 residents all suggested that this is what they</p> <p>10 wanted for Hinsdale; and yet, there wasn't</p> <p>11 anything for them to move into.</p> <p>12 As noted in Builder Magazine, there</p> <p>13 are 67 million 55 and over homeowners today.</p> <p>14 55 percent of these homeowners who plan to move</p> <p>15 is more than an impressive 27 million people.</p> <p>16 19 million plan to buy a home and nearly</p> <p>17 8 million expect to move within the next</p> <p>18 4 years. This is important. The number one</p> <p>19 ranking influence of purchasing a new home given</p> <p>20 8 choices -- and this is a quote -- "'Need for a</p> <p>21 change in home layout,' ranks highest, clearly a</p> <p>22 hybrid of need and desire ..."</p> </div> <div>07:41:50PM</div> <div>07:42:36PM</div>	<div>8</div> <div> <p>1 issues that we must present to give you the</p> <p>2 ability to say yes and to give the trustees a</p> <p>3 reason to say, yes, we think this planned unit</p> <p>4 development is better than the traditional R-2</p> <p>5 zoning, the district that it is in. And I hope</p> <p>6 when we are finished tonight I will be able to</p> <p>7 satisfy you. And if we haven't covered the</p> <p>8 subject, please be sure to ask the questions and</p> <p>9 we will try to respond to you.</p> <p>10 (Slide presentation:) I'm not</p> <p>11 going to go through the 7 points that are</p> <p>12 listed, but I hope that the discussion and the</p> <p>13 slides will demonstrate our answers. This list</p> <p>14 here is a list of all our consultants, and I've</p> <p>15 mentioned the three of them that are here this</p> <p>16 evening.</p> <p>17 This is the subject of the property</p> <p>18 and the zoning request. Here is the property as</p> <p>19 it sits today. This is a recent photograph</p> <p>20 taken probably a month and a half ago. Let me</p> <p>21 outline the interesting points. At the top is</p> <p>22 55th Street, on the left is County Line Road.</p> </div> <div>07:44:33PM</div> <div>07:45:19PM</div>
<div>7</div> <div> <p>1 We are pleased to present to you</p> <p>2 tonight a collection of housing options and</p> <p>3 homes that we feel will satisfy the need in</p> <p>4 Hinsdale, in fact, many other communities as</p> <p>5 well. And we want Hinsdale residents to be able</p> <p>6 to enjoy their established relationships,</p> <p>7 friends and family while living in a home that</p> <p>8 offers single-level living free from the</p> <p>9 responsibilities of landscape maintenance and</p> <p>10 snow removal and the other burdens often</p> <p>11 associated with larger single-family homes.</p> <p>12 And you are looking and talking to</p> <p>13 a person who last year moved out of a large home</p> <p>14 in Winnetka, 6,000 feet, into an empty-nester</p> <p>15 home that we built in Northfield, and one-story</p> <p>16 living. We have a 2nd floor similar to what we</p> <p>17 will be talking about here, and we love it. We</p> <p>18 just love it. It's convenient. We still shop</p> <p>19 at the same stores, go to the same churches,</p> <p>20 close to our grandchildren; and we didn't have</p> <p>21 to move out of town. We just love it.</p> <p>22 We are aware of the reasons and the</p> </div> <div>07:43:18PM</div> <div>07:43:51PM</div>	<div>9</div> <div> <p>1 On the right is the Village of Burr Ridge and</p> <p>2 single-family homes. And on the south at this</p> <p>3 point and coming down south all the way here,</p> <p>4 you have RML Hospital. And at this point you</p> <p>5 have KLM park. So the only real abutting</p> <p>6 single-family homes that we have for this</p> <p>7 property are over here in Burr Ridge.</p> <p>8 And other than that, it's the</p> <p>9 arterial road at 55th, County Line Road, the</p> <p>10 hospital, its parking lots, and KLM park. The</p> <p>11 zoning surrounding the property on the north,</p> <p>12 north of 55th Street, is R-1. On the east, as I</p> <p>13 mentioned, is Burr Ridge, single-family. On the</p> <p>14 west across County Line Road is R-3. And south,</p> <p>15 as I expressed, is the KLM -- Hospital in this</p> <p>16 area and down here further south is the KLM</p> <p>17 park. The balance of the property south of</p> <p>18 County Line or south of 55th Street -- not the</p> <p>19 balance of it but much of it is zoned R-5.</p> <p>20 The zoning request. We are asking</p> <p>21 for a text amendment and both the plan -- The</p> <p>22 trustees have told us that they want the Plan</p> </div> <div>07:46:08PM</div> <div>07:47:02PM</div>

<p style="text-align: center;">10</p> <p>1 Commission not only to approve the plan but to 2 approve the text amendment as well. And then 3 send it back to them so that they can deal with 4 it after you have reviewed it.</p> <p>5 And we are talking about a special 6 use permit for 24.5 acres, an R-2 planned 7 development to be known as Hinsdale Meadows. 8 This slide -- I'm sorry you can't see it as 9 well as you should. But this slide -- Let me 10 get the next one. Let me go back.</p> <p>11 Those were the Table of Compliance 12 and variations. There are a few variations that 13 we will be asking for, and I'm going to look -- 14 What happened here. Oh, there. The 15 single-family lots -- Here we go, it's hard to 16 see this, I'm sorry.</p> <p>17 The minimum lot area in R-2 is 18 20,000 square feet. In our proposed development 19 the single-family homes will have a minimum lot 20 size of 10,000 square feet. The duplex home 21 will have a minimum lot size of 15,000 feet. 22 The minimum width of the lots in R-2 -- actually</p>	<p style="text-align: center;">12</p> <p>1 large single-family detached homes on about 2 1.5 dwelling yards per acre.</p> <p>3 This is the property, again the 4 aerial view; but I will explain what we are 5 doing here. Again, the top is 55th Street, 6 County Line on the left. As you enter the 7 property off of County Line Road, there is a 8 single-family home which we constructed several 9 years ago. And it has been rented ever since. 10 It's vacant now. It will be retained and it 11 will be sold within the development, one of the 12 59 units.</p> <p>13 There are two other homes up near 14 the north property line, and they are partially 15 constructed. They have been -- let's use the 16 word -- mothballed, closed up, and those homes 17 will be torn down and become part of the 57-unit 18 empty-nester homes.</p> <p>19 Next to lot 1, there is a lot 2. 20 And we intend to construct another traditional 21 single-family home there next to the existing 22 single-family traditional home. The balance of</p>
<p style="text-align: center;">11</p> <p>1 the minimum depth is 125 feet, and we comply 2 with that on both of our proposed single-family 3 and multifamily buildings.</p> <p>4 The minimum lot width is 100 feet. 5 And we have one lot, lot 32, which is 56 feet. 6 It's pie-shaped. It's at the far south end of 7 the property abutting -- not abutting up but 8 closer to KLM park. And then we have the 9 duplex, which is 85 feet in width. The front 10 yard setback in the R-2 district is 35 feet. We 11 are asking for 30 feet in each case. The corner 12 and side yard setbacks are 35 feet. And again, 13 we are asking for a 30 feet difference -- that's 14 35 feet in both of those areas.</p> <p>15 The interior side yard setback in 16 the R-2 was 10 feet, and we are seeking 8 feet 17 for the single-family and 9 feet for the duplex. 18 The rear yard setback is 25 feet in R-2, and we 19 are remaining at 25 feet for our single-family 20 homes and our duplex. This is the existing site 21 plan on the left, and it's a plat of subdivision 22 on the right. It's R-2 zoning and provides 36</p>	<p style="text-align: center;">13</p> <p>1 the homes would be 57 empty-nester homes, 2 30 duplex homes, all with 1st floor master 3 bedrooms, and 27 detached single-family homes, 4 all with 1st floor master bedrooms. The lower 5 picture on the right is the existing pond. It's 6 a detention pond, which has been functioning 7 well ever since we built it and that will 8 remain.</p> <p>9 The proposed site plan that we are 10 talking about is on the screen now. It's an R-2 11 planned development. It has 44 buildings, 12 1.8 per acre. It has a total of 59 units, 13 2.4 dwelling units per acre, 29 single-family 14 detached homes on average lot sizes of 12,285 15 square feet with a minimum, as I mentioned 16 before, of 10,000 feet. There will be 30 duplex 17 homes. And for now we are calling them duplex 18 or duets. The average combined lot size for 19 that single building with two units is about 20 17,920 square feet and combined together they 21 will have a minimum combined footprint of 15,000 22 square feet.</p>

<div>14</div> <div> <p>1 It is fee simple ownership. There</p> <p>2 are two parks included, which we are referring</p> <p>3 to as common open space. One is at the corner</p> <p>4 of 55th Street County Line Road, and the other</p> <p>5 is just off of the entrance off of 55th right</p> <p>6 about there. Those two parks contain over</p> <p>7 44,000 square feet. And they are what we call</p> <p>8 common open space. There will be a sidewalk</p> <p>9 connection. The sidewalks come in off of County</p> <p>10 Line and off of 55th. They run through the</p> <p>11 entire project. They will go all the way down</p> <p>12 here, and we will provide a connection directly</p> <p>13 from there into Katherine Legge park. So the</p> <p>14 homeowners and residents can go to the park,</p> <p>15 walk their dogs, whatever they want to do,</p> <p>16 without having to go out on the street and</p> <p>17 connect right up to Katherine Legge park.</p> <p>18 The proposed plan, and I'm not</p> <p>19 going to go through a lot of this, but I will do</p> <p>20 it quickly. The 55th Street, the setback is</p> <p>21 50 to 75 feet. County Line Road, 35 feet.</p> <p>22 County Line Road lots 3 to 7, 75 feet. East</p> </div> <div>07:54:17PM</div> <div>07:54:50PM</div>	<div>16</div> <div> <p>1 And we come up with a lot coverage</p> <p>2 proposed for the fee simple lots of 33 percent,</p> <p>3 and the maximum permitted in R-2 zoning district</p> <p>4 is 50 percent. The floor plan ratio for the FAR</p> <p>5 zoning code includes walkout basements in the</p> <p>6 FAR. We have a number of walkout basements and</p> <p>7 lookout basements, which we will describe later.</p> <p>8 And so that we are about</p> <p>9 8.25 percent over the permitted increase in the</p> <p>10 maximum FAR. And much of this is the result of</p> <p>11 the duplex homes and the walkout or window-type</p> <p>12 basements. That's because it's included in this</p> <p>13 FAR.</p> <p>14 Here is a schedule of the basement</p> <p>15 configurations. We have standard basements,</p> <p>16 lookout basements with windows. If you are</p> <p>17 familiar with an English basement, you see</p> <p>18 sometimes in Chicago, you can see the windows</p> <p>19 but you can't walk in. Then we have a walkout</p> <p>20 basement and that walkout basement has sliding</p> <p>21 doors. And you can go out and sit on the patio</p> <p>22 in the lower level. In the single-family, we</p> </div> <div>07:56:59PM</div> <div>07:57:37PM</div>
<div>15</div> <div> <p>1 property line, 50 feet. South property line,</p> <p>2 KLM park, 50 feet. South property line yard to</p> <p>3 the hospital -- that's this area right in this</p> <p>4 area here -- 10 feet.</p> <p>5 When it came time to look at the</p> <p>6 building lot coverage at FAR, we don't know what</p> <p>7 kind of homes the single-family homes would be,</p> <p>8 how large they would be. So we took the maximum</p> <p>9 FAR and put that down as a 25 percent for the</p> <p>10 R-2 zoning. Then when it took time to figure</p> <p>11 out, we have four different home plans, some</p> <p>12 different floor plans, larger and smaller. We</p> <p>13 took the largest empty-nester house you could</p> <p>14 put on any of the individual lots, our architect</p> <p>15 and planner did that. And that's how we came up</p> <p>16 with the lot coverage and the FAR. So we are</p> <p>17 not saying we are taking the largest home that</p> <p>18 could go on the lot, no. Let's say it's 25. If</p> <p>19 that could take a 3,000 square foot house,</p> <p>20 that's what we included, and we did our</p> <p>21 calculations for lot coverage and FAR. We did</p> <p>22 that throughout the entire project.</p> </div> <div>07:55:43PM</div> <div>07:56:14PM</div>	<div>17</div> <div> <p>1 have 12 standard basements. In the duplex, we</p> <p>2 have another 12 for a total of 24 standard</p> <p>3 basements. Lookout basements, single-family</p> <p>4 homes, we have 7 of those. The duplexes have 12</p> <p>5 for a total of 19. The walkout basements in the</p> <p>6 single-family have 10, 10 walkout situations and</p> <p>7 the duplexes 6 for a total of 16. So we have</p> <p>8 29 standard-type basements. I mean 29 basement</p> <p>9 issues and 30 in the duplex for a total of</p> <p>10 59, and that pretty much takes care of the</p> <p>11 basement configurations. And this is based on</p> <p>12 where the property, where the property lies.</p> <p>13 In the center part here, and if you</p> <p>14 see all the gray buildings versus the brown or</p> <p>15 yellow buildings, all the gray and yellow -- the</p> <p>16 gray buildings are duplex homes and the brown</p> <p>17 are the single-family detached. All of the</p> <p>18 perimeter of the property on 55th and County</p> <p>19 Line Road are all single-family detached homes</p> <p>20 with the exception of this unit here, which is a</p> <p>21 duplex. And we have duplexes in this area and</p> <p>22 then single-family here, and then one duplex</p> </div> <div>07:58:16PM</div> <div>07:58:52PM</div>

<p style="text-align: center;">18</p> <p>1 here by KLM park abutting up to the hospital.</p> <p>2 The rest of the duplexes are in the</p> <p>3 center of the property located in this area.</p> <p>4 And there is an open space in the middle there</p> <p>5 because it's a depression, and some of these</p> <p>6 units will have both walkout and window-type</p> <p>7 basements. The balance of the window or walkout</p> <p>8 basements, most of them are in this area here</p> <p>9 overlooking, overlooking the pond that's at a</p> <p>07:59:29PM 10 lower elevation.</p> <p>11 The building heights. All of the</p> <p>12 building heights are within the regulations at</p> <p>13 the front street level. But when we get to an</p> <p>14 area where the ground is falling away, whether</p> <p>15 it be just enough for a window basement or for a</p> <p>16 full walkout basement, the elevation from that</p> <p>17 final level will be higher than the permitted</p> <p>18 use. We have been doing this for years, and</p> <p>19 it's not untypical. The alternative to that is</p> <p>08:00:10PM 20 to level out the land, build it up, take down</p> <p>21 whatever trees are there that are in the rear</p> <p>22 yards and destroy it, if you will. Or just</p>	<p style="text-align: center;">20</p> <p>1 asked them to come up with market feasibility,</p> <p>2 if you will. At least 84.6 of the 2015 closings</p> <p>3 in Hinsdale and Burr Ridge in this submarket</p> <p>4 were sold for under \$1.5 million. That's</p> <p>5 84 percent in 2015. The chart on the left are</p> <p>6 all the calculations.</p> <p>7 The single-family home inventory in</p> <p>8 Hinsdale and Burr Ridge, the current conditions,</p> <p>9 8.87 months of current supply of homes priced at</p> <p>08:02:14PM 10 less than \$1.5 million. That's how long, that's</p> <p>11 how much inventory you have, 8.87 months of</p> <p>12 inventory. For homes priced over \$1.5 million,</p> <p>13 you have 22.24 months of current supply of homes</p> <p>14 over \$1.5 million.</p> <p>15 The conclusion that we reached, and</p> <p>16 Tracy Cross advised us, there is a low demand</p> <p>17 for homes priced in excess of \$1.5 million as</p> <p>18 would be built under our current 36-unit</p> <p>19 single-family home in the R-2 district. You</p> <p>08:02:52PM 20 would be priced at \$1.6 and higher. So that</p> <p>21 market is shallow to say the least.</p> <p>22 The market conditions and the</p>
<p style="text-align: center;">19</p> <p>1 don't give a walkout basement, provide a walkout</p> <p>2 basement, and just have a big bear concrete</p> <p>3 wall, foundation wall coming up; and that's not</p> <p>4 satisfy either.</p> <p>5 So this is something that you will</p> <p>6 have to recognize. And we would hope that you</p> <p>7 would say, yes, as long as the front elevation</p> <p>8 meets the requirements, we can live with this.</p> <p>9 And this goes back to one of our philosophies in</p> <p>08:00:46PM 10 our whole building over these last 60 years. We</p> <p>11 build to the land, not on the land. We want to</p> <p>12 take advantage of the natural topography, take</p> <p>13 advantage of the trees and everything else that</p> <p>14 is there, and try to enhance it, not destroy it.</p> <p>15 So that's why you see the window walkout</p> <p>16 basements. They do have a higher profile in the</p> <p>17 back, but the front streetscape meets the</p> <p>18 requirements. So you will have to deal with</p> <p>19 that, or we'll have to deal with it.</p> <p>08:01:20PM 20 We have gone to Tracy Cross &</p> <p>21 Associates, who have been our consultants for</p> <p>22 the market aspects for many, many years. And we</p>	<p style="text-align: center;">21</p> <p>1 demand for age-targeted homes. Public support</p> <p>2 was expressed for the empty-nester housing for</p> <p>3 the Hinsdale Meadows site during the February 2,</p> <p>4 2016, public meeting. I think there were</p> <p>5 24 residents that spoke and there were other</p> <p>6 e-mails and correspondence that came in to the</p> <p>7 trustees.</p> <p>8 The Tracy Cross report concluded</p> <p>9 that an age-targeted program for the Hinsdale</p> <p>08:03:29PM 10 Meadows site is viable while demand for the</p> <p>11 36 large traditional single-family homes is</p> <p>12 shallow. The viability of the proposed 59-unit</p> <p>13 program is especially true considering the lack</p> <p>14 of available empty-nester product in Hinsdale</p> <p>15 and Burr Ridge. That's Tracy Cross' conclusion.</p> <p>16 Not long ago on the right, and we</p> <p>17 are not going to dwell on it, there was an</p> <p>18 article in Crains, "The McMansion's Day has Come</p> <p>19 and Gone." Maybe some of you saw it. And it's</p> <p>08:04:06PM 20 about a Hinsdale residence, and we will just</p> <p>21 leave it at that.</p> <p>22 The rationale for the age-targeted</p>

<div>22</div> <div> <p>1 versus the age-restricted communities, you have</p> <p>2 heard both terms and what are they. We have</p> <p>3 been in this business a long time, and we have</p> <p>4 built projects all over the country. And an</p> <p>5 age-targeted community is exactly what we are</p> <p>6 talking about, and what we have been doing in</p> <p>7 the Chicago area for the last -- Well, our</p> <p>8 first building was age-targeted, that was in</p> <p>9 1962. That was on a lakeshore in Wilmette</p> <p>10 called 1630 Sheridan Road. It was a 10-story</p> <p>11 104-unit coop. And in no man's land, which was</p> <p>12 part of Wilmette, but they call it no man's</p> <p>13 land. That sold out before we broke ground,</p> <p>14 104 of them. That was an empty-nester project</p> <p>15 before we, before the word empty-nester was</p> <p>16 coined.</p> <p>17 Empty-nesters are not about a</p> <p>18 community of several hundred acres with golf</p> <p>19 courses, swimming pools, and all of the other</p> <p>20 amenities that go with it that you see in</p> <p>21 Florida and elsewhere, the Pulte developments</p> <p>22 and Del Webb and so forth. That could be an</p> </div> <div>08:04:44PM</div> <div>08:05:21PM</div>	<div>24</div> <div> <p>1 age-restricted is what you need if you want to</p> <p>2 do an age-restricted community. It's a large</p> <p>3 project and with a whole life-style build.</p> <p>4 That's what we are buying. They are buying in a</p> <p>5 total life-style community.</p> <p>6 The fiscal impact. What's this</p> <p>7 going to mean to the school district? What's</p> <p>8 this going to mean to the Village? The current</p> <p>9 student enrollment levels at the comparable</p> <p>10 age-targeted communities, we surveyed</p> <p>11 11 different communities, some in this immediate</p> <p>12 area, others in the north shore. But all of</p> <p>13 them, all of them came up with the following</p> <p>14 statistics: Elementary students, the average</p> <p>15 .04. High school students, .02 per unit.</p> <p>16 With the way these developments are</p> <p>17 set up, no basketball hoops, no play yard in the</p> <p>18 rear, restrictions on what they can do in their</p> <p>19 open space of their yards just limit the</p> <p>20 usability of the property and families who are</p> <p>21 going to be paying this kind of money for a home</p> <p>22 would sooner buy a single-family home with a</p> </div> <div>08:07:09PM</div> <div>08:07:50PM</div>
<div>23</div> <div> <p>1 age-restricted community, where one person in</p> <p>2 the family has to be 55 or older. And it's a</p> <p>3 nightmare to keep up and keep the records going.</p> <p>4 But also it's a very, it is a slow sale when you</p> <p>5 are in a community like this or elsewhere. And</p> <p>6 I will get you those figures in a minute.</p> <p>7 The age-restricted community would</p> <p>8 limit the target market and exclude potential</p> <p>9 new residents. You would exclude nontraditional</p> <p>10 households in the 40-to-54 bracket, people who</p> <p>11 are not going to have a family. They are</p> <p>12 professionals, whatever, and they want</p> <p>13 maintenance-free living. The surveys and market</p> <p>14 data indicate that only 27 to 30 percent of</p> <p>15 55 plus-aged buyers would consider buying in an</p> <p>16 age-restricted community. We may sell them in</p> <p>17 the beginning at a much slower pace that they</p> <p>18 sell later on in a setting that we are talking</p> <p>19 about, at a much lower rate. It's a restriction</p> <p>20 on your ability to sell.</p> <p>21 The very large-scale, destination-</p> <p>22 oriented community size required for successful</p> </div> <div>08:06:01PM</div> <div>08:06:34PM</div>	<div>25</div> <div> <p>1 back yard and a neighborhood of children and</p> <p>2 what have you. And that's why these communities</p> <p>3 that are being built just don't appeal to the</p> <p>4 family-oriented purchaser. It's been our</p> <p>5 experience, and it's been borne out by these.</p> <p>6 The forecasted population for our</p> <p>7 proposed plan, the conventional 4-bedroom</p> <p>8 single-family home, we are going to have two of</p> <p>9 those on lots 1 and 2, would have 7.2 persons,</p> <p>10 1.6 in the elementary school and .04 in the high</p> <p>11 school. The 3-bedroom empty-nester, master</p> <p>12 bedroom down, would have, I hope, 116 persons</p> <p>13 and would have 2.3 elementary students and</p> <p>14 1.1 high school students, say round them up to</p> <p>15 4 and 2. And under the current zoning, you</p> <p>16 could have 29, 29 elementary school and 8 high</p> <p>17 school. That compares with 4 for what we are</p> <p>18 proposing to 29 or -- and 2 to 8. And the total</p> <p>19 population of the proposed site plan is</p> <p>20 124 people compared to 129 estimated to be in</p> <p>21 the 36, 36 plan current zoning.</p> <p>22 So the population is down</p> </div> <div>08:08:32PM</div> <div>08:09:32PM</div>

<div>26</div> <div> <p>1 4 percent, the total population. The elementary</p> <p>2 school is down 86 percent. And the high school</p> <p>3 is down 75 percent. Now, what does this mean in</p> <p>4 terms of to the taxing bodies, to the school</p> <p>5 district and to the Village. The increased</p> <p>6 village tax revenue over all our expenses is</p> <p>7 about 12 percent. The estimated net increase to</p> <p>8 District 181 after all expenses is about</p> <p>9 \$122,000 a year, that's a surplus, or</p> <p>10 31 percent. And we believe this is over their</p> <p>11 expenses. The net impact would produce 398,000</p> <p>12 in round numbers for the 36 single-family homes;</p> <p>13 and the proposed zoning would produce \$520,000,</p> <p>14 \$122,000 surplus annually.</p> <p>15 Stormwater management. As I showed</p> <p>16 you in the -- You can't read this, but these</p> <p>17 are engineering drawings and so forth. We are</p> <p>18 going to retain the detention pond. The</p> <p>19 proposed increase in the detention capacity to a</p> <p>20 9.21 -- and these are engineering figures -- it</p> <p>21 can be done and will be done, and all we have to</p> <p>22 do is raise the outfall structure by .2 feet.</p> </div> <div>08:10:27PM</div> <div>08:11:12PM</div>	<div>28</div> <div> <p>1 morning by 26 percent, but that's about 1 car</p> <p>2 every 6.5 minutes.</p> <p>3 The total daily traffic from the</p> <p>4 proposed plan will be reduced by 33 percent over</p> <p>5 the existing zoning of 36-single families.</p> <p>6 That's a result of empty-nesters like myself not</p> <p>7 having to get up and go to the office at 8:00 in</p> <p>8 the morning. I have no real hours. I'm not</p> <p>9 taking my children or grandchildren to and from</p> <p>10 baseball games and picking up at school and</p> <p>11 doing all the rest of the things which are trip</p> <p>12 generations that come out of normal traditional</p> <p>13 single-family homes. They are just not there in</p> <p>14 this case.</p> <p>15 Open space comparison and public</p> <p>16 benefits. This is a chart that defines open</p> <p>17 space. Here is the original plat that's there</p> <p>18 now, and this is the proposed area. Up in the</p> <p>19 corner you can see the yellow park, you can see</p> <p>20 the yellow park right there. You can see the</p> <p>21 yellow open space here, and then there is some</p> <p>22 open space along over in this area. And then</p> </div> <div>08:13:15PM</div> <div>08:13:49PM</div>
<div>27</div> <div> <p>1 What's that, 4 inches, 2 inches?</p> <p>2 MR. DUFFY: 2.5.</p> <p>3 MR. JAMES: 2.5 inches. That's where</p> <p>4 we have to raise the outfall, and we satisfy all</p> <p>5 the detention. Now, since we put that detention</p> <p>6 pond in many, many years ago, I haven't heard --</p> <p>7 and, I don't know, the Village would have to</p> <p>8 respond to this -- if there has been any</p> <p>9 downstream flooding. But I know when we were</p> <p>10 talking about this years ago, we heard about the</p> <p>11 runoff from this property flooding either KLM</p> <p>12 park or the homes downstream. But this pond has</p> <p>13 been functioning well, and we are going to leave</p> <p>14 it and enhance it. So the revised detention and</p> <p>15 the pond capacity will be sufficient to control</p> <p>16 the water from this project.</p> <p>17 Traffic. Always a worry, what's</p> <p>18 going to happen to the traffic. We had a</p> <p>19 traffic study and there will be 33 percent fewer</p> <p>20 p.m. peak-hour trips compared to the existing</p> <p>21 plan, that's 28 trips versus 42. There will be</p> <p>22 an increase in the peak-hour trips in the</p> </div> <div>08:11:51PM</div> <div>08:12:30PM</div>	<div>29</div> <div> <p>1 there is some open space, we called it -- what</p> <p>2 did we call it -- miscellaneous.</p> <p>3 MR. BALAS: Yeah.</p> <p>4 MR. JAMES: But the current plan, if</p> <p>5 you combine all of the open spaces, private,</p> <p>6 public, and common, it provides for 66 percent</p> <p>7 of open space. If you take our proposed plan,</p> <p>8 we provide 62 percent of open space. There is</p> <p>9 no open space. There is no open space, there</p> <p>10 are no parks in the existing plan. We have got,</p> <p>11 as I said before, over 44,000 feet of common</p> <p>12 area parks, the one here at County Line and 55th</p> <p>13 and the one at the entrance here. This area</p> <p>14 here is in the middle surrounded by the duplex</p> <p>15 homes. And that's not a common area park, it's</p> <p>16 more a private area, which would be used by the</p> <p>17 residents in those buildings.</p> <p>18 The public benefits. There are</p> <p>19 many. We could be here a long time talking</p> <p>20 about them, but I will just list a few of them.</p> <p>21 First of all, your own residents expressed the</p> <p>22 desire for age-targeted type homes, your own</p> </div> <div>08:14:30PM</div> <div>08:15:11PM</div>

<div>30</div> <div> <p>1 residents, 24. In fact, I think we were told</p> <p>2 there was not one negative response to the</p> <p>3 Village trustees.</p> <p>4 The one thing that you get with a</p> <p>5 planned development that you don't get with a</p> <p>6 single-family concept as now zoned, you get to</p> <p>7 control the certainty of design and quality for</p> <p>8 yourself, for the Village, and for the neighbors</p> <p>9 surrounding it. A planned development, you will</p> <div>08:15:50PM</div> <p>10 see, has to meet all your architectural and</p> <p>11 design criteria. You don't have that in the</p> <p>12 your regular single-family homes. You can get</p> <p>13 anything, whatever a person can build as long as</p> <p>14 he complies with the code. You have the</p> <p>15 assurance of maintenance and quality over time</p> <p>16 because there will be a homeowners association</p> <p>17 that is responsible for the maintenance of the</p> <p>18 common areas, that's the parks and everyplace</p> <p>19 else. And every single home has to be a member</p> <div>08:16:20PM</div> <p>20 of the association. There are no opt-outs.</p> <p>21 It's part of their deed.</p> <p>22 We will have less student</p> </div>	<div>32</div> <div> <p>1 change it.</p> <p>2 There is less traffic and a</p> <p>3 positive municipal revenue impact. We went</p> <p>4 through that. And it has, we have usable open</p> <p>5 space that's not otherwise available in the</p> <p>6 existing plan. Look at the park up at the</p> <p>7 corner of 55th County Line and the other park</p> <p>8 where you come in off of 55th Street.</p> <p>9 The architecture. We are going to</p> <div>08:18:13PM</div> <p>10 have 4 different single-family homes. They will</p> <p>11 range in size from 2677 feet to 3105 feet and in</p> <p>12 between that. Excuse me. 2645 to 3246, they</p> <p>13 were not --</p> <p>14 Now, that's the standard</p> <p>15 single-family home. When we were talking to the</p> <p>16 trustees, we talked about a bonus room over the</p> <p>17 garage because in the development we live in</p> <p>18 Northfield now we didn't put basements because</p> <p>19 they didn't want them in that area. So we put a</p> <div>08:18:50PM</div> <p>20 bonus room over the garage, and we were going</p> <p>21 to -- Everybody in our development loves it,</p> <p>22 and they don't miss their basement at all.</p> </div>
<div>31</div> <div> <p>1 generation and positive fiscal impact for both</p> <p>2 the schools and the Village of Hinsdale. The</p> <p>3 pedestrian connection to Katherine Legge park in</p> <p>4 all honesty, we had provided for it in 36-unit</p> <p>5 plan and we are going to hold on to that and</p> <p>6 keep it here. The only question is who will own</p> <p>7 it. Will the Village own it from the current</p> <p>8 sidewalk? Or will the homeowners own it and</p> <p>9 maintain it as it goes into the park? And</p> <div>08:16:57PM</div> <p>10 that's, it's such a short area it doesn't make a</p> <p>11 lot of difference; but it's going to be there.</p> <p>12 Stormwater management, we are going</p> <p>13 to retain the detention pond and not convert it</p> <p>14 to a wetland because the storm detention pond is</p> <p>15 working. At least we haven't heard of any, any</p> <p>16 negative comments. And we want to reduce and</p> <p>17 continue to reduce the potential for downstream</p> <p>18 flooding. And we will pay a fee in lieu of</p> <p>19 converting it to a wetland to maintain that pond</p> <div>08:17:31PM</div> <p>20 as a detention pond. I think it's better to</p> <p>21 look at, and I think it's been working fine for</p> <p>22 the last 13 years. I see no reason why to</p> </div>	<div>33</div> <div> <p>1 And if you add the bonus room and</p> <p>2 you don't have to eliminate the basement, I'm</p> <p>3 just saying if you add it, a 2600 square foot</p> <p>4 home goes to 2914. A 2645 goes to 3152. A 3246</p> <p>5 goes to 3444. And a 3105 goes to 3535. So we</p> <p>6 will show you what that room might look like.</p> <p>7 This is a single-family plan A. It's a 2,914</p> <p>8 square feet 3-bedroom house.</p> <p>9 This is elevation 2 of that same</p> <div>08:19:41PM</div> <p>10 house with a clipped roof. Now, one thing I</p> <p>11 want to point out. If you look at the windows</p> <p>12 over the garage, this elevation has a -- We</p> <p>13 have already included, or it shows what it would</p> <p>14 look like with a room over the garage. If the</p> <p>15 room, if the homeowner, purchaser, doesn't want</p> <p>16 it, then that elevation would remain somewhat</p> <p>17 the same and the window would be a fake window</p> <p>18 or shutters or what have you. But you would</p> <p>19 have a feature up there that would represent a</p> <div>08:20:19PM</div> <p>20 window.</p> <p>21 Here is a typical floor plan for</p> <p>22 this property. And you can see down here, this</p> </div>

<p>34</p> <p>1 is that garage area. And if you looked on the 2 left side and on the right side, you will see 3 dormers. If the purchaser did not take that 4 bonus room, the dormers would come off but the 5 end window or facade would still have an 6 architectural feature there.</p> <p>7 On the left side you see, you see 8 the 2-car garage entering off the front foyer, 9 master bedroom, and the living area, and a den 10 on the left side. It's a very nice plan, and we 11 know it works.</p> <p>12 This is plan B, elevation 1. Here 13 again you can see the dormer over the garage. 14 That's part of the bonus room. The window on 15 the end would remain or some feature looks like 16 a window. And here again is the same house with 17 a clipped roof and the same dormer. And the 18 floor plan again for this unit, this house is 19 about 3152 square feet.</p> <p>20 This is the same house. No. This 21 is the other house. This is plan C. This is 22 3,044. And here again you see the dormer on the</p>	<p>36</p> <p>1 minimize it. This is what a room might look 2 like over the garage. This is a storeroom. 3 People put, people have put offices up there. 4 They have put their treadmills up there. It's 5 air-conditioned. It's carpeted. It's finished. 6 It's heated. And all the people in our 7 development, they love going up there. Because 8 they can look outside and look at the pond we 9 have in our back yard. They can look at the 10 trees. They can watch whatever they want. They 11 are not in the basement. If he's working from 12 home, he can look outside and see the sunlight 13 and know when it's raining, know when it's 14 sunny. And it's a very comfortable room.</p> <p>15 The duplex has both front-loaded 16 and side-loaded units. What you are looking at 17 here is a side-load on the left and a front-load 18 on the right. Again, the same character of 19 architecture. And while you all didn't see the 20 initial elevations and materials that we had 21 used, we have switched from stone to brick and 22 stucco. And the brick and stucco are more in</p>
<p>35</p> <p>1 left side of the garage. And then you see the 2 end window. Without the bonus room, the dormer 3 would go but the window feature would remain.</p> <p>4 Here again is the same home with a 5 clipped elevation, with the clipped roofs. And 6 again, the floor plan. All of these homes have 7 three bedrooms with a 1st floor master bedroom. 8 There are no exceptions.</p> <p>9 And this is the fourth unit. It's 10 3,500 square foot house. And it's again with a 11 dormer and the window over the garage. And here 12 is the same house with another elevation and the 13 floor plan.</p> <p>14 This is an interior rendering of 15 what one of the homes in plan D, what it might 16 look like. You can see the living room here. 17 You can see the hallway. You can see the 18 kitchen area. You can see the dining area, and 19 then I can't even tell what that is. Oh, it's a 20 bathroom area.</p> <p>21 And that's kind of, it's a 22 luxurious style of living. We are not trying to</p>	<p>37</p> <p>1 keeping with what we think Hinsdale -- We have 2 driven around Hinsdale, looked at it all. There 3 is really not a lot of stone there. So on the 4 advice of some of the members, we have gone with 5 the brick; and we think it looks very 6 attractive.</p> <p>7 Here is the same duplex with two 8 front-loaded garages. One has a double door, 9 the other has a single door, with the entrances 10 to this side, and the one around the other side. 11 And the floor plans, A plan on the left and the 12 plan on the right. And the plan on the left is 13 the A plan, that's about 2647 square feet. And 14 the plan on the right is about 2515. So we have 15 averaged those to be about 2500 square feet.</p> <p>16 We have been doing this a long 17 time, and these are some of the projects that we 18 have done. It will give you an idea that the 19 architecture is compatible with single-family 20 homes in any, any community. The picture on the 21 bottom is Lake Barrington Shores. It's a 22 500-acre, 1300-home development. And this is</p>

<p style="text-align: right;">38</p> <p>1 part of the 100-acre lake.</p> <p>2 The picture at the very top is our</p> <p>3 most recent project. That's Hibbard Gardens.</p> <p>4 And we have a retention pond there that has</p> <p>5 virtually eliminated the flooding to the west,</p> <p>6 all the homes that used to be west of us.</p> <p>7 During these last big storms, I on my own got up</p> <p>8 and went out in my car and drove by our</p> <p>9 neighbors' houses to look. Whereas in recent</p> <p>08:26:04PM 10 years before we got a hold of the property and</p> <p>11 put the pond in, some of those homes had water</p> <p>12 all the way up to the 1st floor and their</p> <p>13 basements. They didn't this time. We hardly</p> <p>14 see any water on the grass at all. That's the</p> <p>15 development right there.</p> <p>16 The awards and recognitions. We</p> <p>17 were told that we, in the past by someone, you</p> <p>18 know, your homes are not very nice, tacky-tacky,</p> <p>19 cookie cutter, what have you. Well, these are</p> <p>08:26:39PM 20 19 different awards that we have achieved</p> <p>21 through all the projects that we have done. And</p> <p>22 we don't enter in every project we do. But I</p>	<p style="text-align: right;">40</p> <p>1 And we are here to answer any questions. And my</p> <p>2 consultants are here, and they will be pleased</p> <p>3 to answer anything that I can't answer. Thank</p> <p>4 you very much.</p> <p>5 CHAIRMAN CASHMAN: Thank you. I think</p> <p>6 first I would like to ask if there is any</p> <p>7 citizens here that would like to speak for or</p> <p>8 against the project to come up and give us your</p> <p>9 input, and then we will move from that to</p> <p>08:28:25PM 10 questions from the commissioners.</p> <p>11 MR. JAMES: Yes.</p> <p>12 CHAIRMAN CASHMAN: Please state your</p> <p>13 name and your address.</p> <p>14 MR. MEISSNER: Certainly. Good</p> <p>15 evening. My name is Michael Meissner. I am a</p> <p>16 local resident and architect. I have known</p> <p>17 Mr. James and his company for a lot of years. I</p> <p>18 recall when my mother was put -- in the chair of</p> <p>19 the Burr Ridge Plan Commission. And they were</p> <p>08:29:03PM 20 doing a project in Burr Ridge and went through</p> <p>21 something similar to this, that the end result,</p> <p>22 the finished project, was something that has</p>
<p style="text-align: right;">39</p> <p>1 think if we had entered them, we would have won</p> <p>2 even more. But these are very significant. The</p> <p>3 awards come from the Home Builders Association</p> <p>4 of greater Chicago judged by our peers. And</p> <p>5 there are many, many entries; and we are very</p> <p>6 proud of them.</p> <p>7 This is Heatherfield. This is a</p> <p>8 300-home development at the corner of Waukegan</p> <p>9 and Willow Road in Glenview. This is Fox Meadow</p> <p>08:27:18PM 10 in Northfield, an empty-nester community. This</p> <p>11 is Hibbard Gardens where I live now. The lower</p> <p>12 right is the landscaping along Hibbard Road.</p> <p>13 And you can see the pond that runs the entire</p> <p>14 length of the property from one end to the other</p> <p>15 in the back yard of every home. It will be</p> <p>16 somewhat similar to the detention pond in the</p> <p>17 homes that we are looking at at Hinsdale</p> <p>18 Meadows.</p> <p>19 And that -- Oh, what happened, did</p> <p>08:27:53PM 20 I miss something?</p> <p>21 MR. BALAS: That's it.</p> <p>22 MR. JAMES: That's it. That's the end.</p>	<p style="text-align: right;">41</p> <p>1 served Burr Ridge extremely well.</p> <p>2 And if I'm not mistaken, did you</p> <p>3 also not do the homes in King Bruwaert?</p> <p>4 MR. JAMES: Yes, we did.</p> <p>5 MR. MEISSNER: I seem to recall that.</p> <p>6 Another excellent retirement, if you will,</p> <p>7 community project not in Hinsdale but very</p> <p>8 close.</p> <p>9 CHAIRMAN CASHMAN: What was the name of</p> <p>08:29:38PM 10 the project in Burr Ridge?</p> <p>11 MR. JAMES: We did Chasemoor, Burr</p> <p>12 Ridge, many years ago with Metropolitan Life</p> <p>13 Company. And when we did that, King Bruwaert</p> <p>14 was looking to provide some single-family or</p> <p>15 detached, attached, homes away from the main</p> <p>16 building. We were asked to come in and do those</p> <p>17 with KB and we did.</p> <p>18 CHAIRMAN CASHMAN: Thank you.</p> <p>19 MR. MEISSNER: So I have a little bit</p> <p>08:30:12PM 20 of experience with their company and their</p> <p>21 product and their community-minded endeavors.</p> <p>22 Certainly as an architect in Hinsdale, I have</p>

<p style="text-align: center;">42</p> <p>1 seen over the last 35 years enormous</p> <p>2 transformation to this town. And one of the</p> <p>3 things that I have spoken of a number of times</p> <p>4 that is sorely missing is someplace for people</p> <p>5 to go without leaving Hinsdale.</p> <p>6 The cost of land, the cost of</p> <p>7 projects, have driven the idea that, whatever</p> <p>8 the size of the lot is that you can buy, if you</p> <p>9 don't maximize that, you're somehow or another</p> <p>08:30:57PM 10 leaving money on the table. And then when you</p> <p>11 have done that, you have just bought something</p> <p>12 or built something that is very expensive</p> <p>13 between taxes and upkeep and all of that sort of</p> <p>14 thing.</p> <p>15 You asked me for my address,</p> <p>16 1405 Chanticleer Lane, the least expensive place</p> <p>17 anywhere in Hinsdale to live. My taxes are</p> <p>18 \$3,200 a year versus 32,000. So I can</p> <p>08:31:37PM 19 appreciate the need, location, and the</p> <p>20 intention.</p> <p>21 Many years ago Mr. John Schmidt,</p> <p>22 the former CEO of Santa Fe Industries, and</p>	<p style="text-align: center;">44</p> <p>1 building permits, which is just something of a</p> <p>2 scientific guess, that buys a tremendous amount</p> <p>3 of square footage of asphalt even regraded or</p> <p>4 ground.</p> <p>5 So I think to myself as a resident,</p> <p>6 where could we have had money to do things that</p> <p>7 we haven't been able to do. But more</p> <p>8 importantly, where can we generate and find</p> <p>9 money to do things that we can do. And so I</p> <p>08:34:03PM 10 think that's a very important thing.</p> <p>11 One last point, and then I will go</p> <p>12 sit down, is I remember being on something of a</p> <p>13 commission looking at zoning at the time I was</p> <p>14 asked to sit in on it. And when the question of</p> <p>15 the Hinsdale property at 55th and County Line</p> <p>16 Road came up, the question was what do we zone</p> <p>17 this for because, obviously, it wasn't</p> <p>18 residential. You could build almost anything</p> <p>19 that you wanted to. And at the time the comment</p> <p>08:34:40PM 20 and suggestion was let's make it R-2. If</p> <p>21 somebody wants more, they can always come in and</p> <p>22 ask for it.</p>
<p style="text-align: center;">43</p> <p>1 myself approached Rush or -- excuse me -- the</p> <p>2 Chicago facility, that sanitarium, Hinsdale</p> <p>3 San -- not sanitarium but Hinsdale, the</p> <p>4 hospital, now Rush, to purchase it and to do</p> <p>5 something very similar, if you will, where a</p> <p>6 more dense central core with single-family and</p> <p>7 more attentive and tuned homes along the</p> <p>8 perimeter so I applaud the development of that.</p> <p>9 One of the questions that I had</p> <p>08:32:26PM 10 asked the Plan Commission to generate was</p> <p>11 effectively numbers on over the last 10 years</p> <p>12 what might have been the value of the project</p> <p>13 being built under 36 units compared now to what</p> <p>14 the income generated from this proposal would be</p> <p>15 both in terms of demands on services, police,</p> <p>16 fire, ambulance, schools, water, etcetera, and</p> <p>17 to make some comparative analysis and</p> <p>18 adjudication -- not to say because you people</p> <p>19 were not onboard at the time. What has Hinsdale</p> <p>08:33:15PM 20 left on the table for the last 10 years, but</p> <p>21 what can we now put on the table for the next</p> <p>22 10 years, a half a million dollars' worth of</p>	<p style="text-align: center;">45</p> <p>1 And at the time I thought to</p> <p>2 myself, how does that really set a functional</p> <p>3 and meaningful benchmark for someone to come and</p> <p>4 develop this, looking at all of the property</p> <p>5 around it and the current zoning and conditions.</p> <p>6 Well, my point in bringing this up is this is a</p> <p>7 very good balance, this is a very responsible,</p> <p>8 in my judgment and my opinion, it is a very</p> <p>9 responsible response to a combination of what</p> <p>08:35:22PM 10 the Village does not have that it needs, what it</p> <p>11 has that is not serving the Village, and</p> <p>12 hopefully over the course of sequences and</p> <p>13 processes could be just a tremendous value.</p> <p>14 It's unlikely that I will move from Chanticleer</p> <p>15 to there for a number of reasons. But if I were</p> <p>16 going to move someplace other than where I am,</p> <p>17 what has been described is where I would like to</p> <p>18 be. And I will certainly be happy to take any</p> <p>19 questions. Thank you for allowing me to speak.</p> <p>08:36:01PM 20 CHAIRMAN CASHMAN: Okay. That's fine.</p> <p>21 Yes, please.</p> <p>22 MS. GRISEMER: Hi. I'm Janet Grisemer.</p>

<p style="text-align: center;">46</p> <p>1 I lived in Hinsdale for 43 years. I now live in 2 Burr Ridge because we couldn't find a place to 3 downsize to here in Hinsdale. 4 I also served on the Plan 5 Commission for a number of sessions including 6 the time that we planned the previous 7 subdivision that you saw on the screen. And my 8 reaction to what I have seen so far is that it 9 looks very, very dense. And here are my reasons 10 why. I am aware that when you put buildings 11 very close together there is always a water 12 runoff problem. And unless you can plumb the 13 water directly from gutters into a hard plumbing 14 system, you know, the PVC pipe rather than the 15 stuff that, the black stuff with holes in it, 16 and you can direct it someplace, there is going 17 to be trouble. And it happens. 18 If you have cul-de-sacs, you have 19 got to have trash, trash-truck size radii so 20 that the trash trucks can come in and out. And 21 it doesn't look to me like that's the case on 22 the part that was at the southernmost end of</p>	<p style="text-align: center;">48</p> <p>1 way, go out frontwards. I mean, you know, there 2 is just a lot of things that happen when you put 3 things together. 4 You had a power outage, I 5 understand, that affected Hinsdale somewhat, 6 Willowbrook some. And a lot of people are used 7 to having power outages so they put in 8 generators. Well, generators are usually fixed 9 so that they have a test every week on one day a 10 week and so they run for 20 minutes or something 11 like that; and they are not quiet. So people 12 will be listening to each others' generators if 13 that were the case at very close range. I would 14 find that disturbing particularly if I didn't 15 have a generator because I would want the 16 electricity, too. 17 I mean these are things that I wish 18 you would think about because I really believe 19 that there is way too many people that will be 20 very close together, and they won't be able to 21 park their cars. Their friends won't be able to 22 park their cars. We don't get the mail in the</p>
<p style="text-align: center;">47</p> <p>1 your plat. 2 I also know that off-street parking 3 is always at a premium. Many homeowners 4 associations say things like, Please put your 5 cars in the garages and put your garage doors 6 down and please try not to have any cars sitting 7 out overnight; that means that people have to 8 park on the street. If you have people coming 9 to your house for an afternoon for a meeting or 10 for an evening, you often are required to 11 restrict the parking to one side of the street 12 so that emergency vehicles can get in and out. 13 All of these things are things that really have 14 a daily effect on how you are going to live in 15 this place. And to me it looks like there is an 16 awful lot of people kind of crammed in. 17 And if the mail gets delivered to a 18 standard mailbox on the street, then I will 19 guarantee you that somebody is going to back 20 into it somewhere along the line. If it's not 21 resident, it will be a guest because there is no 22 way to turn your car round and go out the other</p>	<p style="text-align: center;">49</p> <p>1 cul-de-sac that I live in if there is anybody 2 blocking the way. We just don't get our 3 services if there is anyone blocking the way. 4 So I will leave you with those comments. 5 CHAIRMAN CASHMAN: Thank you. Anyone 6 else? 7 Okay. Seeing none, we will move on 8 to questions by the commissioners. 9 Who wants to jump in? Jim? 10 MR. KRILLENBERGER: Mr. James, can you 11 address Ms. Grisemer's concerns about water 12 runoff and cul-de-sac radius? 13 MR. JAMES: Yes, we can. But I'm going 14 to let our -- Who wants to handle it, Terry? 15 MR. DUFFY: I will take the grade 16 issue. Brett Duffy, Spaceco Engineering, 17 9575 West Higgins Road, Rosemont, Illinois. 18 The site is currently designed to 19 meet the DuPage County Stormwater Management 20 Ordinance. The detention pond will be sized to 21 handle the stormwater runoff from this property. 22 There will also be stormwater storm sewers</p>

<p style="text-align: center;">50</p> <p>1 designed and grading will be provided to channel 2 the runoff to stormwater storm sewers and then 3 routed to the detention pond. So I don't 4 anticipate any drainage problems on the site so 5 there is no issues. 6 As part of the redevelopment of 7 this project, we have to go through a staff 8 review in which they will be reviewing all of 9 our calculations and all of the grading plans to 10 confirm that we meet the ordinance requirements. 11 MR. KRILLENBERGER: Village staff, 12 right? 13 MR. DUFFY: That's correct. Village 14 staff. 15 MR. KRILLENBERGER: Great. 16 CHAIRMAN CASHMAN: The turning radii at 17 the cul-de-sac, I imagine you figured that out 18 the last time? 19 MR. DUFFY: The roadways are staying 20 intact. There is no changes in the roads. 21 However it was designed in the previous 22 development, it will be maintained.</p>	<p style="text-align: center;">52</p> <p>1 and that might be the open space that's in the 2 center of the property surrounded by the duplex 3 homes; and that space is not accessible unless 4 you walk through somebody's yard to get to it. 5 But it's private in the sense that the 6 homeowners who surround it can use it, walk in 7 there, sit down, and enjoy their neighbors and 8 so forth in an open space setting. 9 And then there is the private open 10 space, truly private; and that is what's on your 11 lot, what's on your back yard, what's on your 12 driveway, your what have you. That would be 13 private space. And I think, I think the 14 numbers, was it 56? 15 MR. BALAS: Yes, 56 percent. 16 MR. JAMES: Yes. In the current plan, 17 because there are no public parks -- I mean the 18 park at 55th and County Line and the other 19 one -- only 56 percent of the combined open 20 space, 56 percent of the space was open in the 21 current plan, 56 percent, in one form or 22 another. In the proposed plan, that's increased</p>
<p style="text-align: center;">51</p> <p>1 We can definitely check and make 2 sure the garbage truck will make it around the 3 cul-de-sac, but it's already been constructed 4 per city standard. 5 MR. JAMES: The road network passed all 6 of the criteria for fire safety and what have 7 you when the original subdivision was put in. 8 MS. CRNOVICH: I have a question that 9 relates, and I'm thinking you're going to be the 10 gentleman to answer it. You were talking about 11 the percent of open space. So if you have got 12 24-acre plus or minus development, what percent 13 of that is devoted to open space? 14 MR. JAMES: Well, I think there is 15 different types of open spaces. There is a 16 private open space. There is a common open 17 space. And then there is a public open space. 18 Public open spaces are usually spaces that the 19 general public, anybody can come to. And those 20 might be the two parks, one at County Line and 21 55th, and the other at the other one. 22 Then there is a private open space,</p>	<p style="text-align: center;">53</p> <p>1 to 62 percent combined. And as to why, I don't 2 want to get into it. I mean I can get into it 3 or I can have our people get into it. 4 CHAIRMAN CASHMAN: It's an important 5 criteria because part of a planned development 6 we have to document that there is an increased 7 space. 8 The only thing I was going to say 9 is, I saw that you presented -- and I was glad 10 to see something, because in the previous 11 submission that we have in front of us we have 12 no information -- so as a minimum, I think, we 13 need to have those submitted to us drawings and 14 calculations to back it up. 15 MR. JAMES: We have all the 16 calculations are in the center. 17 CHAIRMAN CASHMAN: Right. Right. 18 Right. But we need it to be submitted to us. 19 MR. JAMES: You will have it. It's all 20 there, every single bit of the space is there. 21 CHAIRMAN CASHMAN: Because this is 22 something when I reviewed it, too, came up</p>

<div>54</div> <div>1 because there was a memo that's in our document</div> <div>2 about common open space.</div> <div>3 MS. RYAN: Right.</div> <div>4 CHAIRMAN CASHMAN: But that's not what</div> <div>5 we are really here to consider. The code</div> <div>6 requires an open space. So that's a total of</div> <div>7 open space, private open space, common space,</div> <div>8 public space. So I'm glad to see that you have</div> <div>9 done the calculations, but we need it submitted</div> <div>08:45:44PM 10 to us so we can consider it.</div> <div>11 MR. JAMES: Did we send it to you?</div> <div>12 MR. YU: You did, but it didn't make</div> <div>13 the time for the packets to go out.</div> <div>14 MR. JAMES: That's okay. The Village</div> <div>15 has it.</div> <div>16 CHAIRMAN CASHMAN: Please put it on the</div> <div>17 list of things for us to consider because that's</div> <div>18 important.</div> <div>19 MR. JAMES: It will be done. Thank</div> <div>08:45:59PM 20 you.</div> <div>21 CHAIRMAN CASHMAN: My hope was when I</div> <div>22 did my own calculations, looking at what you</div>	<div>56</div> <div>1 know, pretty much raised the ire of the</div> <div>2 community, etcetera?</div> <div>3 I was a resident at the time but</div> <div>4 can't say I followed it, you know, as maybe as</div> <div>5 diligently as I should have. Could you just</div> <div>6 briefly tell us what are the fundamental</div> <div>7 changes?</div> <div>8 MR. JAMES: You know, it's been so long</div> <div>9 ago, and it was such a hot issue, we had both --</div> <div>08:47:09PM 10 We had row homes in one of the first proposals,</div> <div>11 which we have used elsewhere. They have been</div> <div>12 very, very popular in many communities. We had</div> <div>13 the duplex units, townhouses, too, like we had</div> <div>14 here as well. I don't know if we had any</div> <div>15 single-family detached units.</div> <div>16 CHAIRMAN CASHMAN: Could you bring the</div> <div>17 slide up that has the current design? That's a</div> <div>18 great question here, and we can cover a bunch of</div> <div>19 different issues.</div> <div>08:47:38PM 20 MR. JAMES: Also, honestly speaking,</div> <div>21 that project --</div> <div>22 CHAIRMAN CASHMAN: Just the current</div>
<div>55</div> <div>1 had, I was hoping then that it would be an</div> <div>2 increase because it seemed like it would. But</div> <div>3 we need to add it to back it up.</div> <div>4 MR. JAMES: When we went through and</div> <div>5 did all the calculations and put it on the</div> <div>6 chart, I thought we had done it large enough so</div> <div>7 that it would show up on the screen and you</div> <div>8 could read it. But when we put it up there, it</div> <div>9 just --</div> <div>08:46:22PM 10 CHAIRMAN CASHMAN: Which, also, it</div> <div>11 would nice to get a pdf copy that you presented</div> <div>12 today.</div> <div>13 MR. JAMES: Yes. We have that.</div> <div>14 CHAIRMAN CASHMAN: There is just a lot</div> <div>15 of information here.</div> <div>16 MR. YU: You have that.</div> <div>17 CHAIRMAN CASHMAN: I was glad to see</div> <div>18 it.</div> <div>19 MR. JAMES: Thank you. We have it all.</div> <div>08:46:36PM 20 MS. RYAN: Could you just briefly</div> <div>21 describe what significant changes you have made</div> <div>22 to this proposal versus the ones prior that, you</div>	<div>57</div> <div>1 design would be helpful to bring it up so we can</div> <div>2 see it as we talk.</div> <div>3 MR. JAMES: You want to see the houses?</div> <div>4 CHAIRMAN CASHMAN: The current</div> <div>5 proposal, site plan, cul-de-sac. Is there a</div> <div>6 larger view, or is that the --</div> <div>7 (Discussion outside this record.)</div> <div>8 MR. MEISSNER: Are you asking for</div> <div>9 proposed or existing?</div> <div>08:48:38PM 10 CHAIRMAN CASHMAN: Proposed.</div> <div>11 MR. JAMES: Here is the proposed plan.</div> <div>12 And it has --</div> <div>13 This is the R-2 zoning district.</div> <div>14 So what the trustees have asked you to do is to</div> <div>15 do a text amendment that permits a development</div> <div>16 like this in an R-2 district but in an area that</div> <div>17 is no less than 20 acres. We have 24 acres,</div> <div>18 24.5. I don't think there is another parcel of</div> <div>19 land in Hinsdale that would qualify for this</div> <div>08:49:15PM 20 because there is not 20 acres so that's --</div> <div>21 CHAIRMAN CASHMAN: I'm glad you brought</div> <div>22 that up. That's kind of a homework assignment I</div>

<p style="text-align: center;">58</p> <p>1 would like Chan and Robb to work on is looking 2 at other properties because this is -- We will 3 get to the text amendment later. But I have a 4 question about the Basic Life Principles, 5 basically large R-2 properties adjacent to 6 there, IB, if that was sold, it looks to me like 7 it's probably more than 20 acres. But I think 8 we need to do some more research to see exactly 9 how this text should be worded to focus on what 10 we want to do, but that's another issue. 11 I guess one starting point would be 12 how did you come up with the design the way it 13 is. I understand the idea of doing the small 14 single-family on the perimeter where you are 15 adjacent to other residential single-family 16 districts. But explain the east side, north 17 end, how you transition there from the 18 single-family by the pond. And then you go to 19 the duplexes. There is, what, 5 duplexes on 20 that last run. Where did you decide to cut off 21 those houses? Why did you do it the way you 22 did? Because now you are backing up, those 5,</p>	<p style="text-align: center;">60</p> <p>1 found that these right here, these lots would 2 permit it. And then the one lot down here at 3 the far end, which overlooks the buildings from 4 the hospital and so forth and down into the 5 park. So that was the rationale was to increase 6 the density in locations that would not be on 7 the perimeter of the property except for that 8 one building. And that's set back quite a ways. 9 As you see, there is a lot of 10 vegetation protecting it from the street. But 11 that was the rationale behind it. It was 12 single-family and then build up the density by 13 going to the duplex both from lowering the price 14 and to responding to some of the questions asked 15 by the residents. 16 MS. CRNOVICH: Regarding the density, 17 exactly what is your total lot coverage going to 18 be? 19 MR. JAMES: The total lot coverage? 20 Yes. We have that. 21 MR. BALAS: 24 percent. 22 MR. JAMES: Sorry.</p>
<p style="text-align: center;">59</p> <p>1 to single-family homes in Burr Ridge. 2 MR. JAMES: The gray buildings. We 3 were asked -- There it is. Okay. We were, 4 when we initially talked to some of the Village 5 officials about would we come back, are we 6 interested in doing this, the answer, our answer 7 was overwhelmingly yes. 8 And they said, We would like to 9 keep all of the perimeter buildings on 55th and 10 County Line Road as single-family detached. We 11 told them we would do single-family detached 12 homes. Then we got into the pricing of the 13 units. And then at one of the meetings that we 14 were at somebody said, We want a smaller unit, 15 we want a townhouse, we want somebody next to 16 us. So we were encouraged to come back with the 17 duplex units. So we did in the center there, 18 and that increased the density, and we were able 19 to bring the pricing of the homes, all the 20 homes, down by having more units. 21 And then we said, Are there any 22 other locations where we could add them. And we</p>	<p style="text-align: center;">61</p> <p>1 MR. BALAS: 24 percent of -- I'm 2 sorry. That's building coverage. 3 MR. JAMES: 33 percent. 4 MR. BALAS: 33 percent is the lot 5 coverage. 6 MS. CRNOVICH: And that includes -- 7 MR. BALAS: That includes the building, 8 that includes the driveway, patios, and service 9 walks, and so forth. 10 MR. JAMES: Let me check that. 11 CHAIRMAN CASHMAN: Mr. James, back to 12 the duplex that's at the very south end against 13 the hospital property, why did you choose -- 14 You have a series of single-family there around 15 the cul-de-sac, and then as a bookend it becomes 16 a duplex. 17 MR. JAMES: Again, it was to increase 18 the density and lets us get the cost of all the 19 units down. 20 CHAIRMAN CASHMAN: Is it a thought that 21 a single-family there would have a harder time 22 selling if it's adjacent to that --</p>

<p style="text-align: center;">62</p> <p>1 MR. JAMES: No. It's a good location.</p> <p>2 A lot was able to accommodate it so we put it in</p> <p>3 and that was --</p> <p>4 CHAIRMAN CASHMAN: One, I notice that</p> <p>5 of the 3 buildings that are existing you are</p> <p>6 demolishing the 2 that are on the northeast</p> <p>7 quadrant. I kind of have an issue with lot 1 or</p> <p>8 1A. I think if I lived on County Line Road on</p> <p>9 the west side there, all those houses have front</p> <p>08:54:15PM 10 yard setbacks and they're a pretty decent</p> <p>11 distance from the street. That as a side yard</p> <p>12 seems very close to the street to me.</p> <p>13 I personally, this is my opinion,</p> <p>14 would rather see 1A go away and 2A, I think it's</p> <p>15 on there, become a duplex because it would be</p> <p>16 further back. And like north of that, if you go</p> <p>17 north of the road off County Line, those are all</p> <p>18 back yards that are going to be far away from</p> <p>19 County Line.</p> <p>08:54:41PM 20 I thought at the board meeting</p> <p>21 there was a resident who spoke up negatively on</p> <p>22 the project who lives on County Line. And one</p>	<p style="text-align: center;">64</p> <p>1 What was your average asking price?</p> <p>2 What do you think these homes would have sold,</p> <p>3 36?</p> <p>4 MR. JAMES: Well, right now we are</p> <p>5 about 935,000 for the duplex.</p> <p>6 CHAIRMAN CASHMAN: No. In the previous</p> <p>7 development, the 36, what were those going to</p> <p>8 range from?</p> <p>9 MR. JAMES: \$1.6 million and up.</p> <p>08:56:01PM 10 CHAIRMAN CASHMAN: Well, obviously, the</p> <p>11 economy proved or the market proved that that</p> <p>12 wasn't happening. And I like the data you did</p> <p>13 gather about the number of properties under</p> <p>14 \$1.5 million. What I would like to see is some</p> <p>15 data, and maybe pulled from the same data set,</p> <p>16 of in your, say, your duplexes, how many homes</p> <p>17 are there in that price range that are in town</p> <p>18 that have been sold recently or whatever on the</p> <p>19 market. And then also the single-family</p> <p>08:56:29PM 20 empty-nester models, the smaller single-family,</p> <p>21 what's in that, how do those accounts work out.</p> <p>22 Because ideally, I mean it depends</p>
<p style="text-align: center;">63</p> <p>1 of her comments was -- and I thought it was a</p> <p>2 good one -- it's a gateway entrance to the town</p> <p>3 and what is it going to look like. And I</p> <p>4 personally think by kind swapping those two,</p> <p>5 eliminating 1 and making 2 into a duplex, the</p> <p>6 feel coming down County Line Road south to</p> <p>7 north, or vice versa, you really won't even be</p> <p>8 able to see this development. It's going to be</p> <p>9 shielded by the landscaping, and I think that's</p> <p>08:55:10PM 10 a good thing.</p> <p>11 Along the north edge coming down</p> <p>12 55th Street, the way that unit on the northeast</p> <p>13 corner is held off of 55th Street, again with</p> <p>14 the landscaping I think you barely even know</p> <p>15 it's there. And I think the side of those duets</p> <p>16 or duplexes is fine. So it's just a thought I</p> <p>17 have about the concept because I personally have</p> <p>18 a concern, and this is a whole other issue,</p> <p>19 about price point.</p> <p>08:55:40PM 20 I like the one slide you had, and</p> <p>21 it made sense, kind of this development proved</p> <p>22 that whatever your --</p>	<p style="text-align: center;">65</p> <p>1 on where they are moving from, which I thought</p> <p>2 you brought up at a previous meeting with some</p> <p>3 trustees that -- which I think is a good</p> <p>4 point -- if you are coming out of a \$5 million</p> <p>5 house, what's downsizing; I mean it depends.</p> <p>6 But if this development goes</p> <p>7 forward, I would like to see it successful and I</p> <p>8 would like to see it all sold and filled. And</p> <p>9 price point is going to be important to that.</p> <p>08:56:53PM 10 That would just be some data that I think would</p> <p>11 be helpful. If you have it, that's great.</p> <p>12 MR. BALAS: We do have that in our</p> <p>13 chart here.</p> <p>14 MR. JAMES: My eyes aren't as good as</p> <p>15 Mike's.</p> <p>16 CHAIRMAN CASHMAN: Was that in this</p> <p>17 packet?</p> <p>18 MR. BALAS: It's part of our</p> <p>19 PowerPoint.</p> <p>08:57:10PM 20 MR. JAMES: It's in there. It's all in</p> <p>21 there.</p> <p>22 CHAIRMAN CASHMAN: I would like to see</p>

<p style="text-align: right;">66</p> <p>1 that because I thought you had some data up</p> <p>2 there that we just couldn't read.</p> <p>3 MR. BALAS: Right. In 2015, in the</p> <p>4 price range, they go by \$250,000 increments.</p> <p>5 750 up to \$1 million, there were 84 homes sold</p> <p>6 in that price range during 2015 for the Hinsdale</p> <p>7 and Burr Ridge submarket, and that is 21 percent</p> <p>8 of the total for the year. And that's according</p> <p>9 to Tracy Cross' data from MLS listings.</p> <p>08:57:45PM 10 CHAIRMAN CASHMAN: So the empty-nester</p> <p>11 single-family, what would be the average price</p> <p>12 of those?</p> <p>13 MR. JAMES: \$1.145 million.</p> <p>14 CHAIRMAN CASHMAN: And for a duet?</p> <p>15 MR. JAMES: About 935.</p> <p>16 CHAIRMAN CASHMAN: Average?</p> <p>17 MR. JAMES: Yes.</p> <p>18 CHAIRMAN CASHMAN: What would be the</p> <p>19 low? How low would they --</p> <p>08:58:04PM 20 MR. JAMES: I don't even, I don't have</p> <p>21 that information. These are average prices.</p> <p>22 Some will go up, some will go down.</p>	<p style="text-align: right;">68</p> <p>1 this is Hinsdale and Burr Ridge again. And that</p> <p>2 represents 10.9 months' worth of inventory.</p> <p>3 CHAIRMAN CASHMAN: In the \$900,000</p> <p>4 range?</p> <p>5 MR. BALAS: Again, this is within this</p> <p>6 250,000, between 750 and 1 million.</p> <p>7 MR. PETERSON: Can we see Hinsdale</p> <p>8 alone and not have Burr Ridge tied to Hinsdale</p> <p>9 and see what that is?</p> <p>08:59:21PM 10 MR. BALAS: We can certainly get</p> <p>11 that --</p> <p>12 CHAIRMAN CASHMAN: That would be</p> <p>13 helpful information because that's come up in</p> <p>14 some correspondence and some comments by some</p> <p>15 citizens, the price point, are these too</p> <p>16 expensive. And so I kind of want to see how</p> <p>17 they fit into the fabric of the local real</p> <p>18 estate.</p> <p>19 MR. BALAS: Sure.</p> <p>08:59:32PM 20 MR. JAMES: We are very sensitive to</p> <p>21 that. We will come back with the Hinsdale</p> <p>22 specific one.</p>
<p style="text-align: right;">67</p> <p>1 CHAIRMAN CASHMAN: Are there some</p> <p>2 duplexes that are \$1 million? Are there some</p> <p>3 units in those duplex buildings that are</p> <p>4 \$1 million?</p> <p>5 MR. BALAS: If people put in options,</p> <p>6 they could do that, sure.</p> <p>7 MR. JAMES: With a finished basement, a</p> <p>8 walkout basement, what have you, if they want to</p> <p>9 finish it off.</p> <p>08:58:27PM 10 CHAIRMAN CASHMAN: But the number is</p> <p>11 9 --</p> <p>12 MR. JAMES: 935, that's what we are</p> <p>13 estimating right now.</p> <p>14 CHAIRMAN CASHMAN: So it will be</p> <p>15 interesting to see, just like in the Hinsdale</p> <p>16 market, how many \$900,000 homes are there in the</p> <p>17 current market?</p> <p>18 MR. UNELL: Homes or duplexes?</p> <p>19 CHAIRMAN CASHMAN: No, just homes,</p> <p>08:58:48PM 20 looking at housing options because --</p> <p>21 MR. BALAS: Yes. Part of this report</p> <p>22 also there is current listings of 79 homes. And</p>	<p style="text-align: right;">69</p> <p>1 MR. BALAS: Yes.</p> <p>2 MR. JAMES: Thank you.</p> <p>3 MS. CRNOVICH: I have a comment on the</p> <p>4 price as well. I went and looked at a number of</p> <p>5 developments in and around the area, including</p> <p>6 Chasemoor. I'm very familiar with that</p> <p>7 property.</p> <p>8 And to your credit, and the credit</p> <p>9 of all who were involved, there was like nothing</p> <p>09:00:01PM 10 left so I think it speaks to the need. But in a</p> <p>11 recent sale, the price point was 785,000. And</p> <p>12 as I said, there was nothing left after this.</p> <p>13 And that's a 4 bedroom, 3 bath. And I guess</p> <p>14 when I go back and look at the comments from</p> <p>15 some of the people who are in support of this, I</p> <p>16 think they are looking at something that's more</p> <p>17 in the 700s.</p> <p>18 And so I can't quite come to terms</p> <p>19 unless it's just that you are going to say the</p> <p>09:00:28PM 20 density isn't such as a Chasemoor, some of the</p> <p>21 things going up, Timber Trails, etcetera. But I</p> <p>22 would also be curious as to why these initial</p>

<p style="text-align: center;">70</p> <p>1 price points seem a little higher than anything</p> <p>2 else that the surrounding market has to offer.</p> <p>3 MR. JAMES: First of all, thank you for</p> <p>4 your comments about Chasemoor. And we are also</p> <p>5 concerned. We are trying to do everything we</p> <p>6 can to keep the price as low as we can. But we</p> <p>7 have owned the property 15 years or 13 years, we</p> <p>8 have had huge investment in it. Infrastructure</p> <p>9 is already in, carrying costs and all the rest</p> <p>09:01:07PM 10 of it. So we have a good size land cost, and</p> <p>11 the only way to guess a fixed cost that we can't</p> <p>12 do much about. We are using the same road</p> <p>13 network, the same road patterns. But we have to</p> <p>14 reengineer or redesign some of the sewer lines</p> <p>15 or what have you that fit the individual lots on</p> <p>16 the 36 plan so that they now fit the duplex</p> <p>17 homes or the smaller single-family lots. And</p> <p>18 wherein we had the 20,000 square foot lots. All</p> <p>19 of that adds up and that's where we are. But we</p> <p>09:01:47PM 20 are doing all we can to bring it down and will</p> <p>21 continue to do that.</p> <p>22 CHAIRMAN CASHMAN: If the ratio was</p>	<p style="text-align: center;">72</p> <p>1 MR. JAMES: The only problem with the</p> <p>2 County Line Road, that home is built and</p> <p>3 occupied. It's \$1.5 million structure. It's</p> <p>4 virtually new. I went through it the other day,</p> <p>5 and it's quite an impressive home inside.</p> <p>6 MS. CRNOVICH: Speaking to Mary's</p> <p>7 comments, I recently read that there is going to</p> <p>8 be a new development is Burr Ridge, David</p> <p>9 Weekley Homes?</p> <p>09:02:54PM 10 MR. JAMES: Yes.</p> <p>11 MS. CRNOVICH: That's going to be</p> <p>12 targeted toward empty-nester housing?</p> <p>13 MR. JAMES: Yes.</p> <p>14 MS. CRNOVICH: And their price point is</p> <p>15 much less.</p> <p>16 MR. JAMES: Yes. It's raw land.</p> <p>17 MS. CRNOVICH: It's raw land?</p> <p>18 MR. JAMES: And it's directly adjacent</p> <p>19 to the expressway.</p> <p>09:03:12PM 20 CHAIRMAN CASHMAN: Next to the</p> <p>21 Marriott?</p> <p>22 MR. JAMES: Just east of the Marriott.</p>
<p style="text-align: center;">71</p> <p>1 higher of the duplexes to the small</p> <p>2 single-family, would that help you drive the</p> <p>3 duplex prices down?</p> <p>4 MR. JAMES: Any increase in density</p> <p>5 always helps, yes.</p> <p>6 CHAIRMAN CASHMAN: The reason I ask is</p> <p>7 back to that kind of outlier that's on the south</p> <p>8 edge of that one duplex. Why couldn't those 3</p> <p>9 single-family be duplexes? Why couldn't there</p> <p>09:02:14PM 10 be changes there? That backs up to the park,</p> <p>11 doesn't back up to houses. Who knows what the</p> <p>12 future development is.</p> <p>13 MR. JAMES: You are talking right down</p> <p>14 here?</p> <p>15 CHAIRMAN CASHMAN: Yes.</p> <p>16 MR. JAMES: Oh, if you can do them</p> <p>17 there?</p> <p>18 CHAIRMAN CASHMAN: Right.</p> <p>19 MR. JAMES: We could look at that.</p> <p>09:02:30PM 20 CHAIRMAN CASHMAN: And the entrance off</p> <p>21 of County Line, that then you basically would</p> <p>22 be --</p>	<p style="text-align: center;">73</p> <p>1 And it, I have talked to, I</p> <p>2 haven't talked to Weekley; but I have been in to</p> <p>3 Burr Ridge and talked to them. But the location</p> <p>4 is a lovely location, but it's not Hinsdale.</p> <p>5 And they don't have the carrying costs that we</p> <p>6 have. In fact, I think the bank owns the</p> <p>7 property. And whether it was a -- how they got</p> <p>8 it, I don't know.</p> <p>9 CHAIRMAN CASHMAN: I would agree. It's</p> <p>09:03:39PM 10 a different property. I think it was zoned</p> <p>11 office.</p> <p>12 MS. CRNOVICH: It was zoned office.</p> <p>13 CHAIRMAN CASHMAN: It's basically in an</p> <p>14 office retail kind of area. And now it's going</p> <p>15 to be an empty-nester, but it's definitely</p> <p>16 different.</p> <p>17 MS. CRNOVICH: I understand that it</p> <p>18 took several plan commission meetings to get it</p> <p>19 to where they wanted to.</p> <p>09:04:00PM 20 MR. JAMES: Good question.</p> <p>21 MS. FIASCONE: Why was the conforming</p> <p>22 use abandoned?</p>

<p style="text-align: right;">74</p> <p>1 MR. JAMES: I'm sorry?</p> <p>2 MS. FIASCONE: Why was the conforming</p> <p>3 use abandoned? I mean why aren't you doing</p> <p>4 single-family conforming since it's so costly to</p> <p>5 change it to this?</p> <p>6 MR. JAMES: The market for</p> <p>7 single-family homes in the price range that we</p> <p>8 are talking is just not there. It's shallow.</p> <p>9 It's so shallow. I mean just the article that</p> <p>10 was in the Crains magazine about the owner in</p> <p>11 Hinsdale who a few years ago bought a big house,</p> <p>12 built a big house, whatever it was, and now</p> <p>13 selling it for less. This is not uncommon in</p> <p>14 many major, many large homes. People just are</p> <p>15 not buying the big 4- and 5-bedroom homes,</p> <p>16 5,000 square foot. Yes, they are building them</p> <p>17 but ever so slowly.</p> <p>18 MS. FIASCONE: So the cost savings that</p> <p>19 you would receive not changing utilities,</p> <p>20 etcetera, is not set off by reducing the prices</p> <p>21 of these conforming homes?</p> <p>22 MR. JAMES: Just can't do it. It's</p>	<p style="text-align: right;">76</p> <p>1 the previous design with all the stone and</p> <p>2 everything, I thought with more -- LIKE Fox</p> <p>3 Meadow has more brick -- that look I think is</p> <p>4 more Colonial and more in keeping with the</p> <p>5 Village so I was glad to see more of that.</p> <p>6 MR. JAMES: I'm going to respond to</p> <p>7 that. Thank you.</p> <p>8 CHAIRMAN CASHMAN: I just don't think</p> <p>9 we can comment on -- I mean I would like to</p> <p>10 comment on the design, on the exterior design,</p> <p>11 because that was something that was raised by</p> <p>12 both the board --</p> <p>13 MR. JAMES: Sure.</p> <p>14 CHAIRMAN CASHMAN: -- and the citizen</p> <p>15 who spoke about whether these were going to be</p> <p>16 too common. So I would like to see that packet</p> <p>17 submitted so we can actually review that the</p> <p>18 next time.</p> <p>19 On a related note, the basements.</p> <p>20 Now, I wasn't following before when you</p> <p>21 presented to the board how many basements there</p> <p>22 were. Basically in a nutshell, if I sum up what</p>
<p style="text-align: right;">75</p> <p>1 just not economic. No one would finance it. I</p> <p>2 mean you can't take a house -- It would cost</p> <p>3 you so much to build. And all the things that</p> <p>4 go into those homes and then reduce the price</p> <p>5 to -- for people willing to pay for it. You</p> <p>6 just, it wouldn't happen.</p> <p>7 MS. FIASCONE: Thank you.</p> <p>8 MR. JAMES: You couldn't finance it and</p> <p>9 you couldn't build it.</p> <p>10 MR. KRILLENBERGER: Is this financed?</p> <p>11 Do you have financing commitments?</p> <p>12 MR. JAMES: Well, we have a partner,</p> <p>13 yes. Same partner.</p> <p>14 CHAIRMAN CASHMAN: Kind of sticking on</p> <p>15 the design theme. One thing when it comes to</p> <p>16 the exterior, I mean I like some of the images I</p> <p>17 saw today; but they don't match at all what we</p> <p>18 have in our packet. They are not called the</p> <p>19 same. There is different materials. So I</p> <p>20 definitely would like a whole new packet of</p> <p>21 drawings that match.</p> <p>22 One comment I was going to have on</p>	<p style="text-align: right;">77</p> <p>1 I saw, they all have basements.</p> <p>2 MR. JAMES: Every house has a basement.</p> <p>3 But if a person says, You know, I don't want a</p> <p>4 basement, I just don't need it, he or she can</p> <p>5 save several thousand dollars by not having a</p> <p>6 basement. And then they end up with a home on a</p> <p>7 slab. And that slab has a heated perimeter</p> <p>8 around it, and it also heats the front stoop so</p> <p>9 you don't have any shoveling there to speak of,</p> <p>10 just your driveway gets shoveled. And that's</p> <p>11 what we have at Hibbard Gardens.</p> <p>12 CHAIRMAN CASHMAN: What about Fox</p> <p>13 Meadow?</p> <p>14 MR. JAMES: Fox Meadow has basements.</p> <p>15 CHAIRMAN CASHMAN: It has basements.</p> <p>16 MR. JAMES: Yes. But on Hibbard</p> <p>17 Gardens, we have just the slab on grade with the</p> <p>18 heating around the slab, I think it's 4 feet in.</p> <p>19 It's working beautifully. We really do like it.</p> <p>20 And then you go upstairs, and you saw that</p> <p>21 upstairs bonus room.</p> <p>22 CHAIRMAN CASHMAN: Personally, I mean a</p>

<p style="text-align: right;">78</p> <p>1 whole other issue, which is the whole age-</p> <p>2 target versus age-restricted, I think the</p> <p>3 basements work counter to that argument. I</p> <p>4 think having the basements makes these less</p> <p>5 age-targeted than if they didn't have basements.</p> <p>6 I like the bonus room. I like the</p> <p>7 1st ground level master bedroom with guest rooms</p> <p>8 upstairs. But I think as a point, if they have</p> <p>9 the basements, I think there is more of a</p> <p>09:08:08PM 10 chance, if it's age-targeted, not</p> <p>11 age-restricted. Age-restricted I don't care if</p> <p>12 they have a basement or not. If there are</p> <p>13 basements and you are talking age targeted, I</p> <p>14 think it's a problem because it allows rec</p> <p>15 rooms, another bedroom can be there. Things can</p> <p>16 happen in the basement that will allow more</p> <p>17 families to occupy these houses.</p> <p>18 MR. JAMES: I couldn't agree with you</p> <p>19 more. I don't know about the children, but we</p> <p>09:08:30PM 20 had a basement in our original home. And it was</p> <p>21 a big home and a big basement, but we never used</p> <p>22 it.</p>	<p style="text-align: right;">80</p> <p>1 the upstairs room, my neighbor has his little</p> <p>2 office upstairs. And he sits out and looks at</p> <p>3 whatever he wants, the sky and the sun and so</p> <p>4 forth. And it really is nice. If he were</p> <p>5 standing home and had his basement, his office</p> <p>6 in the basement, I don't think it would be</p> <p>7 nearly as attractive.</p> <p>8 CHAIRMAN CASHMAN: Well, let's say</p> <p>9 these were all made and none of them had</p> <p>09:09:43PM 10 basements.</p> <p>11 MR. JAMES: You would have 24 potential</p> <p>12 slab homes. The rest of them, 19 would have,</p> <p>13 because the ground is falling away, you have to</p> <p>14 have a window basement. And then where it</p> <p>15 really falls away, we have 16 would have walkout</p> <p>16 basements. Most of those are, most of those are</p> <p>17 here. And then we have one or two buildings in</p> <p>18 here where it falls away pretty quickly, and it</p> <p>19 has a walkout basement.</p> <p>09:10:16PM 20 CHAIRMAN CASHMAN: I mean I would</p> <p>21 encourage eliminating basements, that's my sole</p> <p>22 opinion.</p>
<p style="text-align: right;">79</p> <p>1 CHAIRMAN CASHMAN: Do you have a</p> <p>2 basement in your current home?</p> <p>3 MR. JAMES: No. No. In the current</p> <p>4 home, in Fox Meadow, we have no basement. I</p> <p>5 want to tell you when we had that 6-inch rain a</p> <p>6 couple of months ago, that's when I got in my</p> <p>7 car and drove out and looked at our neighbors'</p> <p>8 property in Fox Meadow. I was happy as a clam.</p> <p>9 MR. BALAS: So 24 units could be slabs.</p> <p>09:09:01PM 10 MR. JAMES: 24 of the units could be</p> <p>11 slabs.</p> <p>12 MR. BALAS: Lookouts and walkouts</p> <p>13 according to Fred.</p> <p>14 CHAIRMAN CASHMAN: Can you bring that</p> <p>15 slide? You had that slide that summarized the</p> <p>16 basements. Can you explain --</p> <p>17 MR. JAMES: Yes. Let me see if I can</p> <p>18 find it.</p> <p>19 CHAIRMAN CASHMAN: It segues into age-</p> <p>09:09:12PM 20 targeted versus age-restricted, but I just think</p> <p>21 the basements are a problem.</p> <p>22 MR. JAMES: Well, the nice thing about</p>	<p style="text-align: right;">81</p> <p>1 MR. JAMES: You're preaching to the</p> <p>2 choir.</p> <p>3 CHAIRMAN CASHMAN: I mean it helps with</p> <p>4 cost of the structure, and it helps this whole</p> <p>5 other discussion about age-targeted versus</p> <p>6 age-restricted.</p> <p>7 MR. JAMES: You have no argument from</p> <p>8 me. I mean we are, I'm simply sold on those</p> <p>9 upstairs rooms.</p> <p>09:10:36PM 10 CHAIRMAN CASHMAN: I've downsized a few</p> <p>11 family members; and I think it's good not having</p> <p>12 a basement, less place to store things.</p> <p>13 But just kind of a segue to that,</p> <p>14 the report about, you know, the benefits, I</p> <p>15 think it was from -- Is it Teska?</p> <p>16 MR. JAMES: Yes.</p> <p>17 CHAIRMAN CASHMAN: Well, before we move</p> <p>18 to that. Other kind of design questions? There</p> <p>19 are so many issues to discuss, let's try to</p> <p>09:11:08PM 20 focus one at a time.</p> <p>21 Other design issues, Scott?</p> <p>22 MR. PETERSON: Are we okay in a sense?</p>

<p style="text-align: center;">82</p> <p>1 Do we have a enough variety? We have four home</p> <p>2 types, that's it.</p> <p>3 CHAIRMAN CASHMAN: I want to see more</p> <p>4 of the home types. That's it. It's an issue if</p> <p>5 you go to the most of these what I call age-</p> <p>6 target, age-restricted, it doesn't look like a</p> <p>7 normal community. It looks like a senior</p> <p>8 community because that's what it is.</p> <p>9 MR. JAMES: It's a theme architecture,</p> <p>09:11:32PM 10 but it doesn't -- You are not going to be</p> <p>11 walking into one house and find, gee, that's my</p> <p>12 house, which front door do I belong in. There</p> <p>13 is enough variation, whether it be side load,</p> <p>14 front load, different colors, not -- I mean</p> <p>15 different door orientations.</p> <p>16 CHAIRMAN CASHMAN: These duets that you</p> <p>17 are proposing here look similar to the ones that</p> <p>18 are at Fox Meadow?</p> <p>19 MR. JAMES: No, they are not.</p> <p>09:11:56PM 20 CHAIRMAN CASHMAN: One thing that I</p> <p>21 like, just the way they are configured in the</p> <p>22 plan, as you drive up to them, you think you are</p>	<p style="text-align: center;">84</p> <p>1 MR. JAMES: No. The streets are public</p> <p>2 streets.</p> <p>3 CHAIRMAN CASHMAN: Sidewalks?</p> <p>4 MR. JAMES: Sidewalks, same public</p> <p>5 walks. The pond is maintained by the homeowners</p> <p>6 association.</p> <p>7 CHAIRMAN CASHMAN: I notice it doesn't</p> <p>8 now, but would the pond have fountains like you</p> <p>9 have in some of these other locations?</p> <p>09:12:55PM 10 MR. JAMES: It probably very well</p> <p>11 could. I don't know. It depends on what our</p> <p>12 aquatic people tell us, whether we need it,</p> <p>13 whether we want it, and so forth. But we have</p> <p>14 regular maintenance, I mean, pond, McCloud</p> <p>15 Aquatic does our work for us; and they do a nice</p> <p>16 job.</p> <p>17 MS. FIASCONE: Gate or no? Gate, fence</p> <p>18 or no fence?</p> <p>19 CHAIRMAN CASHMAN: It's not a gated</p> <p>09:13:23PM 20 community, is it?</p> <p>21 MR. JAMES: No. It's not a gated</p> <p>22 community.</p>
<p style="text-align: center;">83</p> <p>1 looking at a single-family house. And you drive</p> <p>2 past, and you think it's single-family house.</p> <p>3 You can't tell if they are connected or not.</p> <p>4 MR. JAMES: In that sense, you are</p> <p>5 exactly right.</p> <p>6 CHAIRMAN CASHMAN: I would encourage</p> <p>7 commissioners to look at some of them. I think,</p> <p>8 if I was looking at a community like this, I</p> <p>9 would be tending more towards the duplex versus</p> <p>09:12:20PM 10 the single family, looking for smaller, lower</p> <p>11 price point. But there is all the landscaping</p> <p>12 is by the homeowner association.</p> <p>13 MR. JAMES: Yes, indeed.</p> <p>14 CHAIRMAN CASHMAN: Installed and</p> <p>15 maintained?</p> <p>16 MR. JAMES: Yes.</p> <p>17 CHAIRMAN CASHMAN: All the exterior</p> <p>18 materials?</p> <p>19 MR. JAMES: Snow removal and</p> <p>09:12:33PM 20 landscaping are all done by the association.</p> <p>21 CHAIRMAN CASHMAN: The streets will be</p> <p>22 plowed by --</p>	<p style="text-align: center;">85</p> <p>1 CHAIRMAN CASHMAN: Just like it is</p> <p>2 today?</p> <p>3 MR. JAMES: That's right. Just a</p> <p>4 straight open, straight open streets.</p> <p>5 MS. CRNOVICH: Would you have any guest</p> <p>6 parking areas?</p> <p>7 MR. JAMES: Oh, yes. We have two</p> <p>8 inside garages. You can park in the apron and</p> <p>9 the street is sufficiently wide enough to park</p> <p>09:13:42PM 10 on one side of the street. I think the</p> <p>11 comments, the questions that were raised by this</p> <p>12 lady were well -- They are good questions.</p> <p>13 And when you are in a smaller</p> <p>14 development and what have you, there are some</p> <p>15 parking problems. But you will not -- There is</p> <p>16 so much interior road here that the chances of</p> <p>17 everybody having a party at the same time and</p> <p>18 not finding a place to park would be di minimus.</p> <p>19 CHAIRMAN CASHMAN: And these would have</p> <p>09:14:13PM 20 mailboxes versus --</p> <p>21 MR. JAMES: Well, the mail company, the</p> <p>22 post office is just in the process of changing</p>

<div>86</div> <div>1 some of the way they deliver mail. Right now at</div> <div>2 Hibbard Gardens we have a large box, it's on a</div> <div>3 pedestal. It's well back from the road. And I</div> <div>4 don't think anybody is going to hit it but close</div> <div>5 to the road they could. It's got a good storage</div> <div>6 capacity. So that when people are away, they</div> <div>7 can store their mail. Their mail will build up</div> <div>8 in there, and then mainly some family member</div> <div>9 will come and get it.</div> <div>09:14:47PM 10 But I think there, we have been</div> <div>11 told they are changing their criteria for</div> <div>12 delivering mail. And they may have a gang box</div> <div>13 out front. They may have it at certain</div> <div>14 locations. We don't know yet.</div> <div>15 CHAIRMAN CASHMAN: That's not</div> <div>16 determined.</div> <div>17 MR. JAMES: We would like to have the</div> <div>18 mailboxes in front of each house. And then the</div> <div>19 homeowner walks down the driveway, gets his</div> <div>09:15:10PM 20 mail, and comes back. But we can't guarantee</div> <div>21 that.</div> <div>22 CHAIRMAN CASHMAN: One thing that is a</div>	<div>88</div> <div>1 the school and the population.</div> <div>2 CHAIRMAN CASHMAN: I mean is there</div> <div>3 any point, I mean I understand you've got</div> <div>4 \$1.5 million into that house, 1. But 2 doesn't</div> <div>5 exist.</div> <div>6 MR. JAMES: Right.</div> <div>7 CHAIRMAN CASHMAN: That's where the</div> <div>8 model or where your trailer is. Couldn't that</div> <div>9 be a duplex?</div> <div>09:16:35PM 10 MR. JAMES: My answer, yes, it could.</div> <div>11 We just thought out if a person is going to buy</div> <div>12 with a family with children, he may want another</div> <div>13 family with children next to him. That was our</div> <div>14 only thought process. Could it be a duplex?</div> <div>15 Absolutely. Well, if the lot is big enough.</div> <div>16 MR. SMITH: Yes. Yes.</div> <div>17 MR. JAMES: It could be.</div> <div>18 CHAIRMAN CASHMAN: Well, perfect segue</div> <div>19 to children.</div> <div>09:17:21PM 20 MS. CRNOVICH: While you look for</div> <div>21 that -- Steve?</div> <div>22 What about if you are really going</div>
<div>87</div> <div>1 little confusing to me on the application and</div> <div>2 the Table of Compliance --</div> <div>3 MR. JAMES: Table of Compliance?</div> <div>4 CHAIRMAN CASHMAN: Actually, no. I</div> <div>5 think it's on the previous page. Yes. It's on</div> <div>6 the previous page.</div> <div>7 It's under site information. The</div> <div>8 title is Brief description of the proposed</div> <div>9 project. And on the second sentence, it says,</div> <div>09:15:46PM 10 We are proposing is a Planned Unit Developed</div> <div>11 with a total of 59 homes. 29 single-family,</div> <div>12 27 are age-targeted, and 2 are traditional, and</div> <div>13 39 duplex homes.</div> <div>14 MR. JAMES: 30.</div> <div>15 CHAIRMAN CASHMAN: 30. What I couldn't</div> <div>16 tell on the reading of that, are all these age-</div> <div>17 targeted?</div> <div>18 MR. JAMES: Yes. Every single house</div> <div>19 except for the two, lots 1 and 2, which you have</div> <div>09:16:10PM 20 discussed. And those because they are 4 and 5</div> <div>21 bedrooms, the one is, we left it, we left it;</div> <div>22 and we accounted for that both in the taxes and</div>	<div>89</div> <div>1 to do an age-targeted kind of offering here,</div> <div>2 what are the components of your market plan in</div> <div>3 terms of outreach? And how are you going to get</div> <div>4 the word out, and how are you going to position</div> <div>5 it and frame it? I would just be interested in</div> <div>6 how you are going to market this and where.</div> <div>7 MR. JAMES: We would market it just as</div> <div>8 we marketed from our sales center that we</div> <div>9 already have there now. And I can tell you we</div> <div>09:17:46PM 10 have already had many calls at the office from</div> <div>11 Hinsdale residents, who have been advised of</div> <div>12 this. They know about it, and they are</div> <div>13 interested.</div> <div>14 So I think we would, we will</div> <div>15 multiple list it. We will advertise it in the</div> <div>16 Hinsdalean. It will be just as we do, it will</div> <div>17 be on our web page and as we do all of our</div> <div>18 projects.</div> <div>19 MS. CRNOVICH: How many calls would you</div> <div>09:18:11PM 20 say you have received to date?</div> <div>21 MR. JAMES: I don't know how many we</div> <div>22 have received to date; but I talked to one</div>

<p style="text-align: center;">90</p> <p>1 family specifically, and they are already trying 2 to decide which lot they want. But I think, 3 you know, we will get many calls like we do for 4 most of our projects when we announce them. 5 And until this is announced -- Let 6 me tell you how we appreciate -- how we go about 7 it. We don't want to get into, we are not going 8 to go into a selling mode until the Village 9 tells us that they approved. Because if we go 10 into a selling mode, then we are preempting 11 something that we -- It's bad manners. Okay? 12 We are, we just don't do that. 13 When you tell us that it's time, 14 yes, we approve it, we like it, we have got all 15 the things worked out, all these questions are 16 resolved, then we will go out and market. But 17 until that time, we don't do it. People want to 18 call us just to inquire about it, fine. We 19 answer it. We will take their name, and we 20 write it down that's all. 21 This couple that called me I have 22 known them for 25 or 30 years. Traveled, you</p> <p>09:18:46PM 09:19:10PM</p>	<p style="text-align: center;">92</p> <p>1 the neighborhood. 2 There are plenty of homes in 3 Hinsdale or Burr Ridge or elsewhere where you 4 can buy that house, single-family house, put up 5 your basketball hoop, have your back yard, have 6 your kids next door and across the street. So 7 it's pretty much self-regulating. 8 MS. FIASCONE: Oh, but it's not -- 9 It's not, though. I'm a realtor. And if I have 10 a young client coming to Hinsdale and can get in 11 the schools for 900 grand and brand-new 12 construction, they will take that in a second; 13 and they don't care. 14 CHAIRMAN CASHMAN: We have some 15 single-family homes with properties that are 16 almost as small as what are here. And we have a 17 lot of old nonconforming lots where they then 18 were max'd out with every setback, maximum Floor 19 Area Ratio, everything they could possibly do. 20 And they have, I mean, very small yards. Maybe 21 no one else is -- Maybe they hire someone to 22 mow, some mow it, maybe they mow it themselves.</p> <p>09:20:35PM 09:21:00PM</p>
<p style="text-align: center;">91</p> <p>1 know, many places in the country with them. And 2 so I said, Yes, I will tell you -- I sent her 3 the plan, showed her the -- She has not seen 4 the units, she has just seen the site plan 5 that's out there in the public. 6 MS. FIASCONE: I don't think -- I 7 don't think her question was answered, though, 8 as to how you age target. You have, obviously, 9 done age-targeting things before. Is it just 10 word of mouth? 11 MR. JAMES: The age targeting comes by 12 two ways. One, the type of unit, 1st floor 13 master bedroom. 14 MS. FIASCONE: Sure. 15 MR. JAMES: That's a mandatory. We 16 don't have any 2nd floor except in the two 17 houses. Then the price range is pretty much if 18 a family with children wants to come in and 19 spend \$900,000 or 800 or \$1 million or whatever 20 the number is, if they are a family, if they 21 were your own children, you would say, why do 22 you want to go there, there are no children in</p> <p>09:19:42PM 09:20:09PM</p>	<p style="text-align: center;">93</p> <p>1 But I bet you could find a \$900,000 house that 2 is almost like one of these duplexes in our 3 town. 4 I totally agree with the schools. 5 You go to Elm School likely or is this Oak? 6 This is Elm and Hinsdale Central, two great 7 schools. And Hinsdale Middle School so -- 8 MR. JAMES: I can't argue with your 9 comment. But it has not been our experience and 10 of all the developments that we looked at, 11 including Savoy Club and Chasemoor and all of 12 them, none of them experience what you are 13 suggesting. They all, they all have empty -- I 14 mean Burr Ridge Club, zero. 15 MS. FIASCONE: Actually, The Hamptons 16 of Hinsdale is experiencing that. They are 17 experiencing a lot of younger family moving in 18 there because it's new. 19 MR. JAMES: Yes, it's new. And we know 20 the product, and we know the project is a very 21 fine product and a very fine project. But it's 22 not what we are offering here.</p> <p>09:21:32PM 09:21:55PM</p>

<p style="text-align: right;">94</p> <p>1 MS. FIASCONE: Sure. Okay. Along</p> <p>2 those same lines, your -- This is, obviously,</p> <p>3 an HOA question that may not be established.</p> <p>4 But do you -- Renting? I think that's a</p> <p>5 concern that to get into the schools they are</p> <p>6 going to, you know --</p> <p>7 MR. JAMES: What we usually do in our</p> <p>8 associations, we say if there is a hardship you</p> <p>9 can rent for a year, you cannot renew it. And</p> <p>09:22:26PM 10 you have to be approved by the homeowners</p> <p>11 association before you can rent it, but you</p> <p>12 cannot renew that without a homeowners'</p> <p>13 approval. And I can assure you that I, we</p> <p>14 haven't run into it but --</p> <p>15 MS. FIASCONE: Sure. Just curious.</p> <p>16 MR. JAMES: Hardship, yes, that's</p> <p>17 something else.</p> <p>18 MS. FIASCONE: Okay.</p> <p>19 CHAIRMAN CASHMAN: What other type of</p> <p>09:22:48PM 20 restrictions would be on these properties? Say</p> <p>21 it's age-targeted, it's not age-restricted where</p> <p>22 there is a 55-year-old kind of limit.</p>	<p style="text-align: right;">96</p> <p>1 CHAIRMAN CASHMAN: Who would want to</p> <p>2 live there? I mean it's like trick or treating?</p> <p>3 I mean the whole thing just doesn't make sense</p> <p>4 to me, those two, why they would be in this</p> <p>5 development. If those two were like the other</p> <p>6 single, the 3-bedroom single-family would make</p> <p>7 more sense to me. But to have a 4- or 5-bedroom</p> <p>8 house there backing up to the hospital --</p> <p>9 MR. JAMES: Why don't you let us look</p> <p>09:23:53PM 10 at some of the suggestions down here by Legge</p> <p>11 park and about what we can do, we will ask our</p> <p>12 architect planner to see what he can do up</p> <p>13 there. But that's \$1.5 million, you know,</p> <p>14 taking a wrecking ball do it.</p> <p>15 CHAIRMAN CASHMAN: They do that around</p> <p>16 here all the time. The house I grew up in,</p> <p>17 2 million bucks, they took a wrecking ball.</p> <p>18 That's called a teardown.</p> <p>19 MR. JAMES: Right.</p> <p>09:24:22PM 20 CHAIRMAN CASHMAN: Let me see some</p> <p>21 other -- I mean one comment on the</p> <p>22 architectural. Because of the concept, I think</p>
<p style="text-align: right;">95</p> <p>1 Basketball hoops, trampolines, playsets?</p> <p>2 MR. JAMES: None of that.</p> <p>3 CHAIRMAN CASHMAN: It's all</p> <p>4 specifically written out?</p> <p>5 MR. JAMES: Absolutely.</p> <p>6 CHAIRMAN CASHMAN: I would like that to</p> <p>7 be submitted.</p> <p>8 MR. JAMES: You will have all the</p> <p>9 declaration, and you will have the rules and</p> <p>09:23:09PM 10 regulations. It's all there.</p> <p>11 CHAIRMAN CASHMAN: Because that's</p> <p>12 important because I agree with what Anna is</p> <p>13 saying.</p> <p>14 MR. JAMES: No campers in the</p> <p>15 driveways, boat trailers, and boats and so forth</p> <p>16 and so on overnight and all the rest of it.</p> <p>17 CHAIRMAN CASHMAN: Won't those two</p> <p>18 single-family homes kind of be out of -- They</p> <p>19 are the only two in this whole development, 1</p> <p>09:23:26PM 20 and 2.</p> <p>21 MR. JAMES: Yes. We are coming back to</p> <p>22 that.</p>	<p style="text-align: right;">97</p> <p>1 they should all kind of look like they are from</p> <p>2 the same pallet because that's the idea. And I</p> <p>3 think that also probably works towards making it</p> <p>4 more of an empty-nester community because you</p> <p>5 have had your chance to have all the different</p> <p>6 houses you have fixed up and worked on and</p> <p>7 bought over the years.</p> <p>8 And now you are basically deciding</p> <p>9 you are going to have a house that looks like</p> <p>09:24:50PM 10 the rest and move into. And most, even</p> <p>11 age-restricted communities, that's the way the</p> <p>12 houses look. So I think that isn't necessarily</p> <p>13 a negative. And I would like to see the new</p> <p>14 photographs and drawings and elevations, what</p> <p>15 you are proposing, so could we could look at</p> <p>16 them more closely.</p> <p>17 But I would like you to talk about</p> <p>18 this whole issue of age-restricted versus age-</p> <p>19 targeted. I mean we have read, we saw the</p> <p>09:25:13PM 20 report but -- Where I segue with that is then</p> <p>21 when we go to the Teska report, then I have real</p> <p>22 problems with the way it was calculated as far</p>

<p style="text-align: right;">98</p> <p>1 as --</p> <p>2 But again, you know, just please</p> <p>3 just talk more about that because it's an</p> <p>4 important issue. If this goes forward, we want</p> <p>5 it to be empty-nester housing. If it becomes</p> <p>6 single-family way into Hinsdale at 900 to</p> <p>7 \$1.1 million and you have got your kids in the</p> <p>8 school system, then it's going to be counter --</p> <p>9 all your numbers will basically make no sense</p> <p>09:25:46PM 10 whatsoever.</p> <p>11 MR. JAMES: Not really. Not really,</p> <p>12 because you have got, you know, you have already</p> <p>13 got 36 single-family homes with unlimited</p> <p>14 children. Okay? And you saw what the, you saw</p> <p>15 the numbers there. And now what we are saying,</p> <p>16 so -- And you had 29 total children. And we</p> <p>17 are going to have, what, 6?</p> <p>18 MR. BALAS: 6 for the elementary.</p> <p>19 CHAIRMAN CASHMAN: Let's talk about</p> <p>09:26:09PM 20 that because this report --</p> <p>21 MR. JAMES: So you have about 23</p> <p>22 children as a cushion. But you are never going</p>	<p style="text-align: right;">100</p> <p>1 germane to what we are -- It doesn't even</p> <p>2 resemble the type of home and the price range we</p> <p>3 are in.</p> <p>4 CHAIRMAN CASHMAN: Then somebody must</p> <p>5 have done a study on these. There must be some</p> <p>6 kind of report versus these guys going and</p> <p>7 picking just local areas and local units and who</p> <p>8 is currently in there. It could be a complete</p> <p>9 fluke that they just graduated from high school.</p> <p>09:27:28PM 10 MR. JAMES: It's all we have been</p> <p>11 building.</p> <p>12 CHAIRMAN CASHMAN: I take your word for</p> <p>13 it; but we need some data, too.</p> <p>14 MR. JAMES: We gave you the data of</p> <p>15 11 developments and the Savoy Club right here in</p> <p>16 Burr Ridge, Chasemoor. The only development we</p> <p>17 didn't include was Graue Mill. I went over</p> <p>18 there and talked to them, and it doesn't even</p> <p>19 resemble what we are doing here. It's older.</p> <p>09:27:47PM 20 It's a different concept.</p> <p>21 MS. CRNOVICH: Those are different</p> <p>22 school districts, too.</p>
<p style="text-align: right;">99</p> <p>1 to make it.</p> <p>2 CHAIRMAN CASHMAN: I don't think we are</p> <p>3 comparing apples to apples in this report. The</p> <p>4 way those calculations were done you used what's</p> <p>5 referred to as the most comprehensive study of</p> <p>6 estimates related to residential demographic</p> <p>7 multipliers, that Rutgers report. It's quite a</p> <p>8 standard. And let me tell you --</p> <p>9 So you used that to build up your</p> <p>09:26:38PM 10 case for the single-family detached. And then</p> <p>11 for the others, you take a small sample. That's</p> <p>12 based on U.S. Census data. This is based on 10</p> <p>13 or 11 that you found, and you have some that are</p> <p>14 zeros that really throw off the numbers. So I</p> <p>15 would like to see this done. To me, I just want</p> <p>16 to see it done so it's really apples to apples.</p> <p>17 MR. JAMES: I have complained about</p> <p>18 this Rutgers report for as long as I have been</p> <p>19 around.</p> <p>09:27:03PM 20 CHAIRMAN CASHMAN: It simplifies the</p> <p>21 10 --</p> <p>22 MR. JAMES: Believe me, it's not</p>	<p style="text-align: right;">101</p> <p>1 CHAIRMAN CASHMAN: Exactly, the whole</p> <p>2 thing.</p> <p>3 MS. CRNOVICH: That can throw</p> <p>4 everything out.</p> <p>5 CHAIRMAN CASHMAN: Just in our own</p> <p>6 zoning ordinance we have a density table that's</p> <p>7 in our ordinance. And single-family detached,</p> <p>8 3.8. 3 bedroom attached, 2.4. And you are</p> <p>9 using a number, a much lower number. So I would</p> <p>09:28:12PM 10 like to just see -- I would like you to go back</p> <p>11 and review that. To me if there is, unless it's</p> <p>12 age-restricted, there is no way to really</p> <p>13 control whether there are going to be kids.</p> <p>14 MR. JAMES: I can tell you this, we are</p> <p>15 not going to be age-restricted. It will not</p> <p>16 work economically for us. The rate of</p> <p>17 absorption will be a catastrophic and the rate</p> <p>18 of resale by the homeowners based on all the</p> <p>19 criteria, all the data we have had over the last</p> <p>09:28:40PM 20 60 years, they are just -- They are a negative.</p> <p>21 They are not a negative if you go</p> <p>22 to Florida. They are not a negative if you go</p>

<div>102</div> <div>1 to a major development, but they are a negative</div> <div>2 when you go to the type of housing we talked</div> <div>3 about here.</div> <div>4 CHAIRMAN CASHMAN: I thought it was</div> <div>5 written in I think it's Tracy --</div> <div>6 MR. JAMES: Tracy Cross.</div> <div>7 CHAIRMAN CASHMAN: And I'm familiar</div> <div>8 with those. My parents lived in those where</div> <div>9 they have many amenities. There is club rooms</div> <div>09:29:02PM 10 and pools, and it's a community. This is</div> <div>11 59 units. I mean it's a much smaller, the</div> <div>12 community is Hinsdale, that part of --</div> <div>13 MR. JAMES: Totally different, totally</div> <div>14 different.</div> <div>15 CHAIRMAN CASHMAN: And actually going</div> <div>16 and looking, Fox Meadow I have just known for a</div> <div>17 long time, I remember when you built it. And</div> <div>18 that's age-targeted.</div> <div>19 MR. JAMES: That's right.</div> <div>09:29:19PM 20 CHAIRMAN CASHMAN: And the only</div> <div>21 children I saw in there were grandchildren in a</div> <div>22 stroller being taken care of by a grandma or</div>	<div>104</div> <div>1 bit of a doubter because I grew up in a 1st</div> <div>2 floor master bedroom unit in Hinsdale with</div> <div>3 4 kids in the schools. So didn't seem to have</div> <div>4 any impact on single empty-nester at all. So I</div> <div>5 just think that will be helpful because I think</div> <div>6 right now it's something that you could be</div> <div>7 criticized for. I don't even care how it all</div> <div>8 plays out in numbers. If it shows that there</div> <div>9 are going to be more kids potentially, because</div> <div>09:30:37PM 10 we are just talking potential, to 181 or</div> <div>11 District 86, great. But I think we at least</div> <div>12 need to play it, if we choose to use the</div> <div>13 standard, we've got to use the --</div> <div>14 MR. JAMES: If we can. But I don't</div> <div>15 know, I don't know, I simply don't know of any</div> <div>16 project, the type of which we are describing,</div> <div>17 that has children living in it in this price</div> <div>18 range where they could buy a single-family home</div> <div>19 with all the back yard and all the neighborhood</div> <div>09:31:06PM 20 kids and so forth and so on, it just doesn't</div> <div>21 make sense.</div> <div>22 CHAIRMAN CASHMAN: That's where I like</div>
<div>103</div> <div>1 grandpa.</div> <div>2 MR. JAMES: Exactly right.</div> <div>3 CHAIRMAN CASHMAN: So I like that.</div> <div>4 MR. JAMES: But we have got the park</div> <div>5 right next door that we did, you know, with</div> <div>6 New Trier and the park district in Northfield.</div> <div>7 CHAIRMAN CASHMAN: Right.</div> <div>8 MR. JAMES: What a perfect place for</div> <div>9 them to play, but there are no children there.</div> <div>09:29:42PM 10 There is no community of children.</div> <div>11 CHAIRMAN CASHMAN: I would just like</div> <div>12 you to look at this Teska report again. I think</div> <div>13 it's misleading because in one case we are using</div> <div>14 a national standard. There is an Illinois</div> <div>15 expert out of Naperville that's used in all</div> <div>16 kinds of zoning and villages in the Chicago</div> <div>17 area, suburban Chicago area -- I can come up</div> <div>18 with a name here but they have many their own</div> <div>19 data. Some of them must have studied the</div> <div>09:30:07PM 20 statistical, a large sample of how -- these 1st</div> <div>21 floor units.</div> <div>22 And, you know, I also am a little</div>	<div>105</div> <div>1 the restrictions you are talking about.</div> <div>2 MR. JAMES: Oh, yes. They are there.</div> <div>3 I can assure you that.</div> <div>4 CHAIRMAN CASHMAN: The basement is</div> <div>5 still this big question mark.</div> <div>6 MR. JAMES: You are not going to get an</div> <div>7 argument from me on those either.</div> <div>8 CHAIRMAN CASHMAN: You have a better</div> <div>9 case that they would not be single-family</div> <div>09:31:29PM 10 residences.</div> <div>11 MR. JAMES: I'm right with you on that.</div> <div>12 CHAIRMAN CASHMAN: And that helps</div> <div>13 support your argument.</div> <div>14 MR. JAMES: Absolutely. Absolutely.</div> <div>15 CHAIRMAN CASHMAN: Other design-</div> <div>16 related questions?</div> <div>17 MS. CRNOVICH: The rear elevation of</div> <div>18 the house you said would be much higher than the</div> <div>19 front of the house.</div> <div>09:31:53PM 20 MR. JAMES: Only, no, if you have a</div> <div>21 flat lot here, then it's 30 feet, whatever it</div> <div>22 is, it's the same in the front and back. But</div>

<p style="text-align: center;">106</p> <p>1 when we have the lot falling away, and you have 2 a window basement down here, the English window 3 looking in like that -- right -- if you take it 4 from this point up to the top, it could be, say 5 it's 5 feet down, now it's going to be -- pick a 6 number -- instead of 25, it's going to be 30. 7 If you go to a walkout basement because the land 8 is really falling away, now your foundation is 9 down there. If you measure from here to the 10 top, say the 30, let's say 8, 10 feet, whatever 11 it's going to be, 38 feet or 40 feet from the 12 back. But as you are driving down the street, 13 it looks just like any other house. They are 14 all the same.</p> <p>09:32:25PM 15 CHAIRMAN CASHMAN: Is there a highest 16 that's based on an average of elevation? 17 MR. MC GINNIS: I'm kind of -- Yes. 18 It's kind of premature yet to talk about 19 building heights and actuals to establish a zero 09:32:49PM 20 zero mark. But height on a sloping lot is 21 actually measured from -- It's the mean of the 22 roof height and the mean of the elevation. So</p>	<p style="text-align: center;">108</p> <p>1 MR. SMITH: Good evening. My name is 2 Terry Smith of BSB Design. One of the realities 3 of the exercises that we are dealing with are 4 conditions that already existed, in other words, 5 the street system is in, a lot of the utilities 6 are in. So in order to get the lots to fit, we 7 have to work around a lot of the streets and a 8 lot of the utilities. And in addition, one of 9 the things that we tried to do is hold some of 09:35:07PM 10 the standards consistent from the previous 11 Sedgwick project. 12 We looked at, for example, the 13 setbacks along County Line and 55th Road, we 14 felt that those were important. And we wanted 15 to maintain those rear yard setbacks. So given 16 that, given the fact that our footprint having a 17 master down unit is a little deeper and maybe a 18 little wider, not wider but somewhat deeper, the 19 only thing that we could really do then, for 09:35:43PM 20 example, the homes along 55th Street, was to 21 kind of bring some of those homes closer to the 22 street. So that sort of necessitated then the</p>
<p style="text-align: center;">107</p> <p>1 you measure four corners. On a sloping lot, you 2 are actually 6 foot out from the four corners. 3 You get the mean. And then the height is 4 actually measured from the mid point of the 5 roof. So just because you have a walkout 6 doesn't necessarily mean that you have got a 7 house that's too tall.</p> <p>09:33:16PM 8 CHAIRMAN CASHMAN: But if you think 9 you're compliant on the front, then likely you 10 think you are going to be over if you factor in 11 the side slope. I agree that's something later, 12 but I'm glad they mentioned that because I 13 didn't see that previously as far as your 14 waivers.</p> <p>09:33:41PM 15 Could you describe the reason for 16 the other waivers that you note in the 17 application, the setbacks? I know you are 18 noting what they are. But could you explain, 19 show us like why versus in the previous -- In 20 the previous design, obviously, I'm assuming you 21 were all completely compliant. Why are you 22 requiring these now?</p>	<p style="text-align: center;">109</p> <p>1 variance on the front yard setback. 2 CHAIRMAN CASHMAN: You can kind of see 3 it in those two boards. 4 MR. SMITH: Yes. 5 CHAIRMAN CASHMAN: That the four 6 single-family were going to be shallower and 7 wider. 8 MR. SMITH: Right. And frankly some of 9 the other variances are somewhat kind of one 09:36:12PM 10 offs, for example, like the south end around 11 that cul-de-sac because of the fact that we are, 12 we have some of these pie-shaped lots, some of 13 the lot widths are less than that, what they 14 typically are in the rest of the plan. 15 Let's see, other variances? 16 MR. PETERSON: Well, of the sheets, 17 right, you have -- There is 9 items there. And 18 basically only two are compliant in R-2, right? 19 MR. SMITH: Yes. 09:36:43PM 20 MR. PETERSON: I mean not counting the 21 3 stories. There is quite a difference of, if 22 we are calling this an R-2, where we make two</p>

<p style="text-align: center;">110</p> <p>1 things follow R-2.</p> <p>2 MR. JAMES: Look at what they are,</p> <p>3 though, 1 foot, 2 foot.</p> <p>4 MR. SMITH: Yes. Probably the one that</p> <p>5 stands out is the lot size. We are going from</p> <p>6 20,000 to 10,000 square feet. Again, given the</p> <p>7 type of housing unit this is, this is an</p> <p>8 empty-nester, age-targeted unit, these people</p> <p>9 really aren't interested in big, big lots.</p> <p>09:37:18PM 10 MR. PETERSON: Well, I understand. But</p> <p>11 let's not call it an R-2 then because I mean to</p> <p>12 me we are not even close, anything close to an</p> <p>13 R-2.</p> <p>14 CHAIRMAN CASHMAN: It's more dense and</p> <p>15 there is more variations.</p> <p>16 And one, this could be just be a</p> <p>17 housekeeping thing, it seems on the Table of</p> <p>18 Compliance in the beginning, it says, The</p> <p>19 following table is based on R-1 zoning district.</p> <p>09:37:39PM 20 Why does it say R-1?</p> <p>21 MR. BALAS: It should say R-2.</p> <p>22 CHAIRMAN CASHMAN: It says R-1 so that</p>	<p style="text-align: center;">112</p> <p>1 and you, Mr. Chairman, you said, it's a 20-acre</p> <p>2 minimum. And I don't think there is another</p> <p>3 20-acre parcel.</p> <p>4 MS. CRNOVICH: There is. There is.</p> <p>5 CHAIRMAN CASHMAN: Yes. But we don't</p> <p>6 know. I could see if it says 20-acre minimum</p> <p>7 south of the Burlington tracks, but I'm not</p> <p>8 certain that there isn't north of the Burlington</p> <p>9 tracks. So I think we just need to do some</p> <p>09:39:15PM 10 research on that because I would not be</p> <p>11 comfortable voting on that until we actually</p> <p>12 know what those areas are. Because just like</p> <p>13 this became a 24-acre property, that could</p> <p>14 become a property in the future. And I just</p> <p>15 want to make sure we know what we are approving</p> <p>16 here.</p> <p>17 MR. YU: I did have the guide -- I did</p> <p>18 have an 11 by 17 just so you can take a glance</p> <p>19 at it, but the only site that comes to mind is</p> <p>09:39:41PM 20 the IBLP site. And there are some, I think</p> <p>21 there is some water issues over there, flood</p> <p>22 plain issues over there.</p>
<p style="text-align: center;">111</p> <p>1 could be changed, that would be good.</p> <p>2 Well, which comes to granting this</p> <p>3 waiver, going from improved density and a</p> <p>4 development to this, which is more dense and has</p> <p>5 this series of proposed variances. It gets into</p> <p>6 the issue of public benefit. And anyone have a</p> <p>7 problem going to public benefit right now,</p> <p>8 talking about it?</p> <p>9 MS. CRNOVICH: Maybe before you start</p> <p>09:38:19PM 10 there, why a text amendment versus a map</p> <p>11 amendment?</p> <p>12 MR. JAMES: What was the question?</p> <p>13 MS. CRNOVICH: Why a text amendment</p> <p>14 versus a map amendment?</p> <p>15 MR. JAMES: I can't tell you. Our</p> <p>16 original conversations with the staff and some</p> <p>17 of the other Village officials, they said it</p> <p>18 would be require a text amendment. They did not</p> <p>19 want to change the underlying zoning. They</p> <p>09:38:46PM 20 wanted to remain R-2, and we were asked to do</p> <p>21 that with a text amendment to the R-2.</p> <p>22 Now, I think the safeguard there</p>	<p style="text-align: center;">113</p> <p>1 CHAIRMAN CASHMAN: But if you could</p> <p>2 find out what the R-2 is west of the IB, what</p> <p>3 the IB is, and what the R-2 is on the east side</p> <p>4 of Adams that runs up all the way to the</p> <p>5 graveyard. I mean that would just be helpful</p> <p>6 information because that's a big property.</p> <p>7 Amling's looks smaller to me, but I</p> <p>8 would like to look at what that is because</p> <p>9 that's a large parcel. I'm glad you bring that</p> <p>09:40:13PM 10 up. I think we just need to do some homework on</p> <p>11 it to make sure. I know this recommendation, we</p> <p>12 didn't come up with the text amendment. It was</p> <p>13 basically proposed to us. I would like that,</p> <p>14 the specific question is why not a map.</p> <p>15 MS. CRNOVICH: Well, I was looking at,</p> <p>16 say, R-5, for instance, and your requirements</p> <p>17 for Table of Compliance would be less; but it</p> <p>18 would still be a planned unit development, which</p> <p>19 is also a special use. So I was like why, why</p> <p>09:40:40PM 20 the text amendment versus the map amendment?</p> <p>21 So maybe that's something we could</p> <p>22 look into. I'm just thinking of future zoning</p>

<div>114</div> <div> <p>1 and especially with Institute of Basic Life, I'm</p> <p>2 not sure what's happening there.</p> <p>3 MR. YU: Generally since I have been</p> <p>4 here the board, to me, I feel like they</p> <p>5 indicated that they would like the zoning map to</p> <p>6 stay the same as far as the zonings go. In our</p> <p>7 zoning code, it points to the comprehensive plan</p> <p>8 as the zoning map.</p> <p>9 MS. CRNOVICH: Yes.</p> <p>09:41:11PM 10 MR. YU: That way, do a text amendment,</p> <p>11 you have the planned development and special use</p> <p>12 permit, and going forward any potential type of</p> <p>13 applications would need planned development and</p> <p>14 special use permit review process.</p> <p>15 MS. CRNOVICH: Yes.</p> <p>16 CHAIRMAN CASHMAN: Which I think that's</p> <p>17 good. I think that provides the opportunity for</p> <p>18 thorough review and consideration or something</p> <p>19 is not just going to happen.</p> <p>09:41:35PM 20 MS. CRNOVICH: Well, I'm thinking about</p> <p>21 when we aren't here 20 years down the road, you</p> <p>22 never know.</p> </div>	<div>116</div> <div> <p>1 information and data on that.</p> <p>2 But then public benefit, this is</p> <p>3 different than what's in your application. Your</p> <p>4 application just has item one?</p> <p>5 MR. JAMES: Pardon?</p> <p>6 CHAIRMAN CASHMAN: It's paraphrased but</p> <p>7 on your application you just list number 1.</p> <p>8 MR. JAMES: Yes. I mean we put these</p> <p>9 down, just the different things that are going</p> <p>09:42:50PM 10 to be beneficial to the Village long-term and</p> <p>11 short-term. For instance, as I say, I think I</p> <p>12 said, one of the developments that I checked, he</p> <p>13 said to me, he said, Well, the last 15 to 20</p> <p>14 residents came out of Hinsdale. And he kind of</p> <p>15 chuckled under his breath and said, I think many</p> <p>16 of them were from the same club. So the</p> <p>17 residents express a desire for this kind of</p> <p>18 product in Hinsdale, and you don't have it and</p> <p>19 so they are leaving, they are finding it</p> <p>09:43:32PM 20 elsewhere.</p> <p>21 And our feeling is that this may be</p> <p>22 short-term, but it's going to be a long-term</p> </div>
<div>115</div> <div> <p>1 CHAIRMAN CASHMAN: You think maybe your</p> <p>2 20-year term --</p> <p>3 MS. CRNOVICH: Years ago some things</p> <p>4 happened that were, I guess, I'm just looking at</p> <p>5 the future.</p> <p>6 CHAIRMAN CASHMAN: Just between now and</p> <p>7 next meeting, if we could research that a little</p> <p>8 bit, that would be great.</p> <p>9 MS. CRNOVICH: Thank you.</p> <p>09:41:58PM 10 CHAIRMAN CASHMAN: So, and Scott, it's</p> <p>11 a perfect segue because if you could bring up</p> <p>12 your -- you had a slide about the public</p> <p>13 benefits.</p> <p>14 Because we talked about looking at</p> <p>15 the different criteria --</p> <p>16 MR. JAMES: Yes, sure.</p> <p>17 CHAIRMAN CASHMAN: -- for approving</p> <p>18 both the special use permit and the planned</p> <p>19 development. And we talked about the increase</p> <p>09:42:13PM 20 in open space, that's a tough one. And at least</p> <p>21 on the surface it appears that they might comply</p> <p>22 with that requirement, so we'll wait to see more</p> </div>	<div>117</div> <div> <p>1 benefit to the community. Every community that</p> <p>2 we have, that we have built in, whether it be</p> <p>3 Glenview, Northbrook, Northfield -- not</p> <p>4 Northbrook but Northfield, Wilmette, so forth,</p> <p>5 the age-targeted home is in demand.</p> <p>6 CHAIRMAN CASHMAN: Well, I mean I</p> <p>7 think --</p> <p>8 MR. JAMES: So it's a benefit to the</p> <p>9 Village to have a variation, a different</p> <p>09:44:01PM 10 character of home to satisfy the same people who</p> <p>11 are just changing their life-style. And I have,</p> <p>12 in joking sometimes when I get frustrated, I</p> <p>13 say, If you had a two-car garage and you had a</p> <p>14 Cadillac sitting in one stall and a Ferrari</p> <p>15 sitting in the next stall, would the Ferrari</p> <p>16 depreciate the Cadillac; and the answer is no.</p> <p>17 It's a different car for the same person. He's</p> <p>18 just, it's a different -- He wants something</p> <p>19 different. And that came out in the report,</p> <p>09:44:36PM 20 it's a desire to find something different that</p> <p>21 satisfies my needs today. But I don't want to</p> <p>22 leave the community, I don't want to leave my</p> </div>

<p style="text-align: center;">118</p> <p>1 grocery store, my church, I don't want to leave</p> <p>2 the kids nearby and my friends.</p> <p>3 CHAIRMAN CASHMAN: I would not doubt</p> <p>4 that it's a benefit, but I don't know that it</p> <p>5 meets the requirements in our code of a public</p> <p>6 benefit. It's certainly a benefit. You</p> <p>7 wouldn't even be here because --</p> <p>8 MR. JAMES: I understand.</p> <p>9 CHAIRMAN CASHMAN: If we didn't</p> <p>09:45:03PM 10 consider it that.</p> <p>11 MR. JAMES: Sure.</p> <p>12 CHAIRMAN CASHMAN: But, you know, it's</p> <p>13 going to benefit a fraction of our community</p> <p>14 that would be looking for empty-nester housing.</p> <p>15 The definition and what, as I have been a member</p> <p>16 of this commission when we have in the past</p> <p>17 viewed public benefit, it's had a much more</p> <p>18 broad impact in the entire community.</p> <p>19 MR. JAMES: I think No. 6, not here.</p> <p>09:45:28PM 20 CHAIRMAN CASHMAN: No. 6 is code</p> <p>21 compliance.</p> <p>22 MR. JAMES: No, not on the screen.</p>	<p style="text-align: center;">120</p> <p>1 it's a good question about the common parks.</p> <p>2 MR. JAMES: It's in the chart, and we</p> <p>3 will see that you get it.</p> <p>4 CHAIRMAN CASHMAN: On the pocket parks,</p> <p>5 what's in the parks?</p> <p>6 MS. CRNOVICH: I was going to have --</p> <p>7 MR. JAMES: Well, we haven't designed</p> <p>8 them out yet. But they will be as attractive as</p> <p>9 they could be. It could be gazebos. It could</p> <p>09:46:29PM 10 be any number of things. It would be enhanced</p> <p>11 so that people feel good about coming in there,</p> <p>12 sitting down, talking under the trellis,</p> <p>13 whatever it might be. I can show you some of</p> <p>14 the pocket parks we have done elsewhere.</p> <p>15 CHAIRMAN CASHMAN: I saw some in Fox</p> <p>16 Meadow, and I thought they were nice.</p> <p>17 MR. JAMES: If you have been out to</p> <p>18 Westgate, you have got the beautiful --</p> <p>19 CHAIRMAN CASHMAN: And those are owned</p> <p>09:46:49PM 20 by -- the homeowners association owns that land</p> <p>21 and maintains that land?</p> <p>22 MR. JAMES: Absolutely.</p>
<p style="text-align: center;">119</p> <p>1 No. 6 in defining public benefit, open space,</p> <p>2 talk about increase in the open space.</p> <p>3 CHAIRMAN CASHMAN: Right, but that's</p> <p>4 separate than public benefit.</p> <p>5 MR. JAMES: That's a public benefit.</p> <p>6 That's a public benefit. There is no open space</p> <p>7 in the existing plan to speak of. No common, no</p> <p>8 park, no nothing. It's all allotted out, platted</p> <p>9 out.</p> <p>09:45:50PM 10 CHAIRMAN CASHMAN: Open space includes</p> <p>11 public open space, private open space, and</p> <p>12 common space. There is open space in the</p> <p>13 current plan.</p> <p>14 MR. JAMES: There is not a public park</p> <p>15 in the current plan. It's 44,000 square feet,</p> <p>16 over an acre of public park, over an acre.</p> <p>17 There is no such things in the existing plan.</p> <p>18 CHAIRMAN CASHMAN: The code just calls</p> <p>19 for an increase in open space. Hopefully, you</p> <p>09:46:13PM 20 will come back with that data and prove that.</p> <p>21 MR. JAMES: We will.</p> <p>22 CHAIRMAN CASHMAN: I mean on the park,</p>	<p style="text-align: center;">121</p> <p>1 CHAIRMAN CASHMAN: Can anyone use that</p> <p>2 land?</p> <p>3 MR. JAMES: Well, I mean --</p> <p>4 CHAIRMAN CASHMAN: People from outside</p> <p>5 of that homeowners association use that park.</p> <p>6 MR. JAMES: It's owned by the</p> <p>7 homeowners association. If somebody walks in</p> <p>8 there and sits on it, they are sitting on</p> <p>9 somebody else's land; but I don't know that</p> <p>09:47:06PM 10 somebody would throw them out.</p> <p>11 CHAIRMAN CASHMAN: It's not a public</p> <p>12 park.</p> <p>13 MR. JAMES: We have never had that</p> <p>14 happen.</p> <p>15 CHAIRMAN CASHMAN: I see them as</p> <p>16 definitely good for the development because I</p> <p>17 think it's good to have that kind of space for</p> <p>18 this development, but I don't see it outside of</p> <p>19 the development. I don't think it benefits</p> <p>09:47:21PM 20 anyone else in southeast Hinsdale.</p> <p>21 MR. JAMES: You have got Katherine</p> <p>22 Legge park, 50 some acres, right next door.</p>

<p style="text-align: center;">122</p> <p>1 CHAIRMAN CASHMAN: Which is exactly --</p> <p>2 MR. JAMES: I don't want to be</p> <p>3 argumentative. I'm just saying that I don't</p> <p>4 have an answer.</p> <p>5 CHAIRMAN CASHMAN: Well, I wanted to</p> <p>6 throw out a couple ideas out to you, what I</p> <p>7 think a public benefit is. Katherine Legge is a</p> <p>8 perfect segue. I see a public benefit as</p> <p>9 something that truly benefits every member of</p> <p>10 the community in some way.</p> <p>11 I mean just across the street they</p> <p>12 ended up purchasing half of an ambulance for the</p> <p>13 Village. And that's clearly a public benefit</p> <p>14 for everyone that lives in the town regardless</p> <p>15 of if he's in that assisted living facility. A</p> <p>16 walking, biking, jogging path that somehow</p> <p>17 meandered through the Hinsdale Meadows property</p> <p>18 and then be continued and developed by --</p> <p>19 MR. JAMES: There is a public sidewalk</p> <p>20 that goes through the property.</p> <p>21 CHAIRMAN CASHMAN: I'm talking about a</p> <p>22 different concept because in this area these</p>	<p style="text-align: center;">124</p> <p>1 place to go. They are running 10, 15, you know,</p> <p>2 you probably hurt somebody more than you would</p> <p>3 help them. Katherine Legge park is the place</p> <p>4 where you do that. Open spaces, not in a</p> <p>5 residential neighborhood. There are driveways</p> <p>6 all over and curbs and what have you. It's not</p> <p>7 there I.</p> <p>8 CHAIRMAN CASHMAN: Well, I do think the</p> <p>9 site poses some challenges.</p> <p>10 MR. JAMES: It know that from</p> <p>11 cross-country. Okay?</p> <p>12 CHAIRMAN CASHMAN: What about</p> <p>13 developing and improving the cross-country tract</p> <p>14 in the perimeter that they currently use in KLM?</p> <p>15 MR. JAMES: We have already talked</p> <p>16 about that, and I think takes a potential to</p> <p>17 help you with that, yes.</p> <p>18 CHAIRMAN CASHMAN: Another idea I have</p> <p>19 is KLM during -- I don't have a dog but it's</p> <p>20 very popular -- but I believe it's 7:00 to 9:00</p> <p>21 in the morning and sometime in the evening, they</p> <p>22 are able to use the park but the rest of the day</p>
<p style="text-align: center;">123</p> <p>1 exist. We have them over in the Oak Brook area.</p> <p>2 There is ones around the perimeter of the</p> <p>3 Midwest Club. It goes all the way around the</p> <p>4 perimeter, very popular because people will use</p> <p>5 them for walking, jogging, biking.</p> <p>6 KLM is a great resource for</p> <p>7 Hinsdale, people go there all the time. If</p> <p>8 somehow -- And actually the high school uses it</p> <p>9 for cross country meets. If you go over there,</p> <p>10 you can see where they run because they kind of</p> <p>11 create a path around the perimeter.</p> <p>12 Is that something that as a builder</p> <p>13 you could develop some kind of pathway around</p> <p>14 the perimeter of KLM into this property so that</p> <p>15 it benefits -- the people in the Hinsdale</p> <p>16 Meadows would benefit from it and people outside</p> <p>17 of Hinsdale Meadows would benefit from it.</p> <p>18 MR. JAMES: If you look at the plan --</p> <p>19 and I don't know how to work this thing -- I</p> <p>20 don't think, I don't think -- My granddaughter</p> <p>21 ran cross countries. And she would not run</p> <p>22 through Fox Meadow, I can tell you. There is no</p>	<p style="text-align: center;">125</p> <p>1 it's restricted. There is a corner of the park,</p> <p>2 the southwest corner of the park, you come in</p> <p>3 the main entrance. There is an area between</p> <p>4 there and the King Bruwaert fence. That's</p> <p>5 basically in my mind an unused area.</p> <p>6 Could you develop a gated dog park</p> <p>7 with an area for small dogs, big dogs? It's</p> <p>8 basically, you probably have even put them in</p> <p>9 over the years. It's a small thing. And that</p> <p>10 would benefit anyone in the community that had a</p> <p>11 dog, and people in Burr Ridge would probably use</p> <p>12 it. And instead of this being restricted during</p> <p>13 these two windows during the day, they could use</p> <p>14 it and that would clearly be a benefit and would</p> <p>15 be something that James Company would be</p> <p>16 providing to the Village community.</p> <p>17 MR. JAMES: Those things are all</p> <p>18 potential, sure.</p> <p>19 CHAIRMAN CASHMAN: Those are the kind</p> <p>20 of things I see as a public benefit.</p> <p>21 MR. JAMES: I hear you.</p> <p>22 CHAIRMAN CASHMAN: We have talked with</p>

<p style="text-align: center;">126</p> <p>1 the Village Attorney about these things because</p> <p>2 there is a paragraph, 603H, which talks about</p> <p>3 compensating amenities. This whole approval</p> <p>4 process that the board's responsibilities are.</p> <p>5 And back to Scott's comment, I</p> <p>6 think he has a good comment, right now you have</p> <p>7 a completely code-compliant project. Obviously,</p> <p>8 there is not a big need there. It's, as you</p> <p>9 described, a shallow need. But we are doing,</p> <p>09:51:06PM 10 creating a denser development with a lot of</p> <p>11 variances. And I think there is a lot of</p> <p>12 positives in it.</p> <p>13 But this public benefit is</p> <p>14 something we have to be able to really prove</p> <p>15 that the --</p> <p>16 MR. JAMES: We are perfectly willing to</p> <p>17 address that.</p> <p>18 CHAIRMAN CASHMAN: That's something I</p> <p>19 would just like --</p> <p>09:51:19PM 20 MR. JAMES: But I don't want to lose</p> <p>21 sight of the fact that several years ago we paid</p> <p>22 the Village 720,000 in cash, that all went to,</p>	<p style="text-align: center;">128</p> <p>1 CHAIRMAN CASHMAN: Which I'm looking</p> <p>2 forward to seeing that. But I guess I mean any</p> <p>3 other comments about public benefit from the</p> <p>4 commissioners? Because I think that's really an</p> <p>5 important issue and something we need to talk</p> <p>6 about, and we would love to hear ideas you have.</p> <p>7 But I just think that the</p> <p>8 age-target, though I think there is a benefit</p> <p>9 there, I don't think it qualifies in the</p> <p>09:52:36PM 10 definition of public benefit in our code.</p> <p>11 MS. CRNOVICH: Just so you know, the</p> <p>12 fact that the board of trustees pretty much</p> <p>13 specified that that is something that we have</p> <p>14 to, I think, as a Commission, prove up. And I</p> <p>15 think we have to feel good about that and going</p> <p>16 then with the recommendation to say that these</p> <p>17 are the four things that we bring to you that we</p> <p>18 evaluated as very legitimate public benefits.</p> <p>19 MR. JAMES: We hear you.</p> <p>09:53:00PM 20 MS. CRNOVICH: Overall.</p> <p>21 CHAIRMAN CASHMAN: And our hope is</p> <p>22 finding something that a builder such as</p>
<p style="text-align: center;">127</p> <p>1 supposedly, for the park fund; but it goes into</p> <p>2 a general fund.</p> <p>3 CHAIRMAN CASHMAN: That's on the</p> <p>4 application. That was 740.</p> <p>5 MR. JAMES: 720.</p> <p>6 CHAIRMAN CASHMAN: 720.</p> <p>7 MR. JAMES: So that's already been</p> <p>8 paid. And this additional park at the corner</p> <p>9 and the 44,000 square feet qualifies for the</p> <p>09:51:46PM 10 additional, for the additional land or cash to</p> <p>11 make up for the increased density. Am I right,</p> <p>12 Chan or Robb?</p> <p>13 MR. MC GINNIS: That's accurate.</p> <p>14 That's a requirement of the subdivision</p> <p>15 ordinance. So we are talking about a different</p> <p>16 requirement.</p> <p>17 CHAIRMAN CASHMAN: I think it's good,</p> <p>18 too. You have to get that proving you are</p> <p>19 increasing open space. And if you are going</p> <p>09:52:09PM 20 from 56 to 62, that's good, then you are</p> <p>21 increasing open space.</p> <p>22 MR. JAMES: When you see the chart --</p>	<p style="text-align: center;">129</p> <p>1 yourself could easily do, because I'm sure you</p> <p>2 can build a dog park option or capable of that.</p> <p>3 MR. JAMES: I think they are all, my</p> <p>4 grand dogs are in my park, my home.</p> <p>5 CHAIRMAN CASHMAN: You know, KLM, it's</p> <p>6 a great resource for the community; and thank</p> <p>7 God that it was given to the Village. Because</p> <p>8 if we didn't have that, we would be so short of</p> <p>9 parkland. And for the people that are going to</p> <p>09:53:28PM 10 be directly affected, you know, the residential</p> <p>11 district on the west side of County Line, the</p> <p>12 people in Burr Ridge, I mean they were our</p> <p>13 neighbors. But people that are adjacent to this</p> <p>14 site, they have something near them that's a</p> <p>15 benefit to them.</p> <p>16 MR. JAMES: Sure.</p> <p>17 CHAIRMAN CASHMAN: I think is really --</p> <p>18 MR. JAMES: We will address all of</p> <p>19 that.</p> <p>09:53:53PM 20 MR. KRILLENBERGER: Building on that</p> <p>21 idea and the suggestion that the existing</p> <p>22 development for, I guess it's a retirement home,</p>

<p style="text-align: right;">130</p> <p>1 that bought half of an ambulance, given that</p> <p>2 this is expected to have minimal effect on the</p> <p>3 schools but is going to bring or keep older</p> <p>4 people in the neighborhood, maybe the other half</p> <p>5 of the ambulance might be another way to have a</p> <p>6 public good.</p> <p>7 MR. JAMES: Okay. I agree.</p> <p>8 CHAIRMAN CASHMAN: Good idea.</p> <p>9 MR. KRILLENBERGER: Full ambulances.</p> <p>09:54:35PM 10 I know they were also concerned</p> <p>11 about an increase in ambulance use in that</p> <p>12 development so hopefully we won't have that</p> <p>13 problem in Hinsdale Meadows.</p> <p>14 CHAIRMAN CASHMAN: Any other thoughts</p> <p>15 about that, Anna, Troy?</p> <p>16 MS. FIASCONE: I have a question for</p> <p>17 the attorney. This is kind of for my own</p> <p>18 knowledge. How is what we are talking about not</p> <p>19 considered contract zoning?</p> <p>09:55:04PM 20 MR. MARRS: Sure. There is in the</p> <p>21 Illinois Municipal Code where it talks about</p> <p>22 zoning authority, there is a specific mention of</p>	<p style="text-align: right;">132</p> <p>1 also looking to create a development that is</p> <p>2 better than what we might get if we just were</p> <p>3 enforcing our codes.</p> <p>4 And so the idea that we have a</p> <p>5 existing approved code-compliant development</p> <p>6 with these 36 units is one thing, and that's why</p> <p>7 we are talking about some of these comparisons</p> <p>8 where, hey, we are talking about doing</p> <p>9 something. And it's going to be different than</p> <p>09:56:40PM 10 your underlying zoning, but at the same time we</p> <p>11 are going to have a park. And we are going to</p> <p>12 have this, and that's why it's a better</p> <p>13 development so everyone is kind of a winner.</p> <p>14 You guys are getting a good product at the end</p> <p>15 of the day and making these trade-offs with the</p> <p>16 developer.</p> <p>17 So it just, you know, it's</p> <p>18 something that is authorized by state law and is</p> <p>19 used throughout the --</p> <p>09:57:06PM 20 MR. MEISSNER: The definition of a</p> <p>21 planned unit development is a cooperative</p> <p>22 planned development process.</p>
<p style="text-align: right;">131</p> <p>1 planned development as an approved zoning</p> <p>2 technique. And I understand what you are saying</p> <p>3 about contract zoning. But the idea is, you</p> <p>4 know, we have heard words like flexibility, and</p> <p>5 these zoning waivers that you are talking about</p> <p>6 and variations for this project.</p> <p>7 So the underlying idea of these</p> <p>8 planned developments is that, you know, we are</p> <p>9 essentially happy with our existing zoning code</p> <p>09:55:41PM 10 and our regulations. We have an R-2 district</p> <p>11 that has certain requirements.</p> <p>12 They are coming to us and saying,</p> <p>13 you know, we are talking about doing something</p> <p>14 different, we want you to relax a lot of the</p> <p>15 requirements. And that's where that table comes</p> <p>16 in that we are looking for compliance.</p> <p>17 MS. FIASCONE: Sure.</p> <p>18 MR. MARRS: So the idea is in turn for</p> <p>19 relaxing our requirements, it's expected that we</p> <p>09:56:08PM 20 are going to have this design oversight that we</p> <p>21 are talking about. We are going to have a lot</p> <p>22 of procedural review about this. And we are</p>	<p style="text-align: right;">133</p> <p>1 MS. FIASCONE: Sure, but I was just</p> <p>2 thinking about when you were talking about</p> <p>3 improving KLM or something like that, that's</p> <p>4 where --</p> <p>5 CHAIRMAN CASHMAN: Somebody pointed out</p> <p>6 to us, it's 11-603(H) I believe.</p> <p>7 MR. JAMES: It's 11-603.</p> <p>8 CHAIRMAN CASHMAN: Where it basically</p> <p>9 talks about resulting in a development providing</p> <p>09:57:48PM 10 compensating amenities to the Village and goes</p> <p>11 through basically the process. And the board</p> <p>12 basically, what Michael just paraphrased, it's</p> <p>13 part of the process. But it allows creative</p> <p>14 design ultimately. The goal is to get to a</p> <p>15 point where the Village wins, developer wins,</p> <p>16 everybody comes out of it with a better</p> <p>17 solution. And it would be just a normal zoning</p> <p>18 and normal capitalist development.</p> <p>19 MR. MARRS: It's important that the</p> <p>09:58:19PM 20 benefits that we are talking about are tied to</p> <p>21 the development. So the idea of the things with</p> <p>22 KLM, it's a unique situation here, this is</p>

<p style="text-align: center;">134</p> <p>1 adjacent to a big park.</p> <p>2 MS. FIASCONE: Right.</p> <p>3 MR. MARRS: We are putting a lot more</p> <p>4 people adjacent to that park. Some may have</p> <p>5 dogs and whatever else. So it makes sense to</p> <p>6 say what can we do to address in the event</p> <p>7 that's happened.</p> <p>8 MS. FIASCONE: I think that was my --</p> <p>9 CHAIRMAN CASHMAN: It would be a great</p> <p>09:58:44PM 10 place to live with a dog. In the morning, if</p> <p>11 you wanted to have the dog run wild out there</p> <p>12 like they do in the morning, you just go through</p> <p>13 the walk through the fence and you are out</p> <p>14 there. And at 9 o'clock, come back in. If it's</p> <p>15 during the day and it was like a park and it was</p> <p>16 fenced in, that would be --</p> <p>17 MR. MEISSNER: I hope you are not</p> <p>18 suggesting that dogs can run wild in there. I</p> <p>19 don't think that's what you mean.</p> <p>09:59:05PM 20 CHAIRMAN CASHMAN: No. But I mean they</p> <p>21 are able to use the entire park on a leash,</p> <p>22 right?</p>	<p style="text-align: center;">136</p> <p>1 about.</p> <p>2 MR. JAMES: Sure.</p> <p>3 CHAIRMAN CASHMAN: Because the fact</p> <p>4 that there is an uptick in the morning, but then</p> <p>5 there is less in the afternoon, I want to ask</p> <p>6 him that. But I, I think he can speak more</p> <p>7 eloquently. And I want it to be in the record.</p> <p>8 MR. JAMES: Sure.</p> <p>9 CHAIRMAN CASHMAN: The worst thing I'd</p> <p>10:00:10PM 10 want to see is this goes forward, you are very</p> <p>11 successful, and you develop all these things,</p> <p>12 all the sudden it's a traffic nightmare; and</p> <p>13 they go into the Village and police department</p> <p>14 complaining that they can't get out on County</p> <p>15 Line, they can't get out on 55th, that there is</p> <p>16 issues there. I just think it's important to</p> <p>17 have him there at the next meeting.</p> <p>18 MR. JAMES: Sure. We will do that.</p> <p>19 MR. KRILLENBERGER: Just to echo a</p> <p>10:00:32PM 20 concern that's been raised. And I don't know,</p> <p>21 Steve, you have asked for data. And this is</p> <p>22 your point. I think our biggest risk here is</p>
<p style="text-align: center;">135</p> <p>1 MR. MEISSNER: Supposedly.</p> <p>2 CHAIRMAN CASHMAN: Supposedly. I see</p> <p>3 some unleashed dogs in there every time I go.</p> <p>4 MR. MEISSNER: Try cross-country skiing</p> <p>5 while the dogs are out there.</p> <p>6 CHAIRMAN CASHMAN: Or frisbee golf</p> <p>7 around the perimeter?</p> <p>8 MR. MEISSNER: Sometimes.</p> <p>9 CHAIRMAN CASHMAN: So I'd appreciate</p> <p>09:59:25PM 10 that, Mr. James, when you come back, because I</p> <p>11 would like to -- There is a bunch of</p> <p>12 information we have asked for, and I would like</p> <p>13 to review that at our regular November meeting.</p> <p>14 So I did want to see if there is</p> <p>15 any other things we can cover. I want to make</p> <p>16 sure when you come back you have everything we</p> <p>17 have asked for.</p> <p>18 One thing I would like to see is we</p> <p>19 have the traffic report. But I would like, if</p> <p>09:59:47PM 20 your representative from KLOA could come, I do</p> <p>21 want to ask some questions about that. I think</p> <p>22 traffic is something important we need to talk</p>	<p style="text-align: center;">137</p> <p>1 that the age targeting doesn't work and that it</p> <p>2 floods the area with high school students or</p> <p>3 grade school students.</p> <p>4 CHAIRMAN CASHMAN: Right. Hinsdale</p> <p>5 Central has an overcrowding issue already.</p> <p>6 Hinsdale Middle School is going through a</p> <p>7 rough --</p> <p>8 MR. KRILLENBERGER: And they are going</p> <p>9 to fix all these places. So I think that's the</p> <p>10:01:04PM 10 biggest deal here. I understand age targeting</p> <p>11 sounds like something, you are proposing</p> <p>12 something that's needed. But if it will bring</p> <p>13 additional burdens rather than benefits because</p> <p>14 of the school district, and I don't know how to</p> <p>15 even ask to demonstrate that it won't, and I'm</p> <p>16 asking for suggestions. But that's my biggest</p> <p>17 concern with this.</p> <p>18 MR. UNELL: I think when Steve got to</p> <p>19 about the basements versus slabs probably helps</p> <p>10:01:38PM 20 with that issue.</p> <p>21 CHAIRMAN CASHMAN: Right. Less chance</p> <p>22 for it to grow into something that wasn't</p>

<p style="text-align: right;">138</p> <p>1 intended to be.</p> <p>2 MS. FIASCONE: Even just, even just</p> <p>3 marketing plan, you know, that talks of -- I'm</p> <p>4 not asking you to present a marketing plan. But</p> <p>5 essentially an agreement that, you know, your</p> <p>6 marketing plan, your brochures, pamphlets,</p> <p>7 etcetera, will emphasize that way of life.</p> <p>8 MR. JAMES: When they read the</p> <p>9 declaration and the rules and regulations, they</p> <p>10 are restrictive. I mean they pretty much tell</p> <p>11 you what you can do and what you can't do. And</p> <p>12 it's not, it's not a place where children are</p> <p>13 going to feel, quite frankly, feel comfortable.</p> <p>14 MR. MEISSNER: Are those types of</p> <p>15 declarations something that you see?</p> <p>16 MR. JAMES: Oh, yes. The Village will</p> <p>17 see them. Oh, yes.</p> <p>18 That's what I mean. Yes.</p> <p>19 Absolutely, yes.</p> <p>20 MS. CRNOVICH: Who becomes the</p> <p>21 enforcement arm on that? So you have got</p> <p>22 covenants or deed restrictions or whatever --</p>	<p style="text-align: right;">140</p> <p>1 somebody is out of line -- And I can't tell</p> <p>2 you, I could count on one hand, less than one</p> <p>3 hand, the number of times you have had, you</p> <p>4 know, problems with a homeowner. I mean he's</p> <p>5 living there. He, she, or they are living</p> <p>6 there. They have friends and neighbors. And if</p> <p>7 they step out of line, you know, your social</p> <p>8 life or your neighborliness is gone. It just</p> <p>9 really doesn't happen, at least not in our</p> <p>10 developments.</p> <p>11 CHAIRMAN CASHMAN: What's the estimated</p> <p>12 cost for those dues, those annual dues for</p> <p>13 someone?</p> <p>14 MR. JAMES: Until we get further into</p> <p>15 it and get the landscaping, we haven't come up</p> <p>16 with that but --</p> <p>17 CHAIRMAN CASHMAN: It's not 50 bucks.</p> <p>18 MR. JAMES: Oh, no.</p> <p>19 CHAIRMAN CASHMAN: Do you have any</p> <p>20 idea? Couple thousand dollars a year or --</p> <p>21 MR. BALAS: 300 a year.</p> <p>22 MR. JAMES: Between 2 and 300 a month</p>
<p style="text-align: right;">139</p> <p>1 And, believe me, I have personal experience with</p> <p>2 this so that's why I would like to know. Who</p> <p>3 becomes an enforcement arm?</p> <p>4 Let's say a family does move in and</p> <p>5 all of a sudden there is the basketball hoop and</p> <p>6 there is the, whatever, trampoline, etcetera.</p> <p>7 Is that incumbent on the homeowners association</p> <p>8 to litigate, or does that he become an issue</p> <p>9 where the Village can intervene?</p> <p>10 MR. JAMES: No. The homeowners</p> <p>11 association is responsible. And they will take</p> <p>12 action if somebody is violating it. There is</p> <p>13 also, I believe, if I'm not mistaken, the rules</p> <p>14 and regulations are not -- or the declaration,</p> <p>15 if the covenants aren't enforced by the</p> <p>16 homeowners association, the Village has the</p> <p>17 authority to step in and do it. I'm pretty sure</p> <p>18 that's the way it is.</p> <p>19 MR. BALAS: Yes. That's true.</p> <p>20 MR. JAMES: In other words, we have --</p> <p>21 In all my years, it's never happened, never.</p> <p>22 The homeowners take care of their own. And if</p>	<p style="text-align: right;">141</p> <p>1 we would hope.</p> <p>2 CHAIRMAN CASHMAN: And then they elect</p> <p>3 their leadership of the group so there is a</p> <p>4 president.</p> <p>5 MR. JAMES: Oh, absolutely. There is a</p> <p>6 president. There is a vice president. There is</p> <p>7 a treasurer, secretary. They have annual</p> <p>8 meetings. The board meets, they can meet</p> <p>9 monthly, quarterly. The assessments can be paid</p> <p>10 on a monthly basis, a quarterly basis, annual,</p> <p>11 whatever they want.</p> <p>12 CHAIRMAN CASHMAN: Are they allowed to</p> <p>13 modify the exteriors in any way?</p> <p>14 MR. JAMES: No.</p> <p>15 CHAIRMAN CASHMAN: You couldn't paint a</p> <p>16 front door red?</p> <p>17 MR. JAMES: The color pallet, the color</p> <p>18 pallet will be included. You will have</p> <p>19 different colored front doors. They may be all</p> <p>20 wood grain. They could be a blue or different</p> <p>21 colors. But all in the color pallet that is</p> <p>22 compatible with the rest of the architecture.</p>

<p style="text-align: right;">142</p> <p>1 For instance, at Fox Meadow -- at</p> <p>2 Hibbard Gardens we have gray shutters or a very</p> <p>3 pale gray shutter and then a very pale green</p> <p>4 shutter. And you can take your choice. And</p> <p>5 typically no one had the same one next door to</p> <p>6 each other, but all the doors have to be wood</p> <p>7 grain.</p> <p>8 CHAIRMAN CASHMAN: You raise a really</p> <p>9 good question. So we are going to see, you</p> <p>10 know, you talked model A through D for the</p> <p>11 single-family empty-nester, and then there is</p> <p>12 the models for the duets. Are there</p> <p>13 restrictions -- You know, if I move in there</p> <p>14 and I buy lot 10 and I put in model A, can my</p> <p>15 neighbor put in model A? What kind of</p> <p>16 restrictions are there as far as that goes?</p> <p>17 MR. JAMES: Typically we do not want</p> <p>18 two homes, same elevation, next to each other.</p> <p>19 CHAIRMAN CASHMAN: Do not want or is it</p> <p>20 restricted?</p> <p>21 MR. JAMES: Well, usually we restrict</p> <p>22 it.</p>	<p style="text-align: right;">144</p> <p>1 them?</p> <p>2 MR. JAMES: Absolutely. Now, if it's a</p> <p>3 duplex, the duet, then, if it's a problem with</p> <p>4 one side as a result of something he did, then</p> <p>5 he's responsible for it. If it's broader than</p> <p>6 that, then you could share it between the two</p> <p>7 owners; but that's all covered in the</p> <p>8 declaration.</p> <p>9 CHAIRMAN CASHMAN: And these roads are</p> <p>10 public roads?</p> <p>11 MR. JAMES: Public roads. Right. They</p> <p>12 are now.</p> <p>13 CHAIRMAN CASHMAN: They are currently</p> <p>14 public and they will remain public.</p> <p>15 MR. JAMES: Yes. Yes.</p> <p>16 MR. MARRS: Mr. Chairman, if I could</p> <p>17 just make a couple of quick points. One,</p> <p>18 getting back to the maintenance of the</p> <p>19 improvements in the open space. Is that</p> <p>20 specific standard actually in your planned</p> <p>21 developments that the Village has the ability</p> <p>22 through the declarations to go in and enforce</p>
<p style="text-align: right;">143</p> <p>1 CHAIRMAN CASHMAN: Okay. Because years</p> <p>2 ago when I was a young architect I worked with a</p> <p>3 residential developer. And they had that in the</p> <p>4 requirements that it was some kind of</p> <p>5 mathematical formula. You couldn't have the</p> <p>6 same next to each, so many within a block or two</p> <p>7 blocks.</p> <p>8 MR. JAMES: We can't do that here. But</p> <p>9 we have between the four plans and the four</p> <p>10 elevations, that's eight different concepts of</p> <p>11 units. So we would not have the same elevation</p> <p>12 next door to each other, no way.</p> <p>13 CHAIRMAN CASHMAN: And like a roof</p> <p>14 replacement, that's done by the HOA.</p> <p>15 MR. JAMES: No. The home, it's a fee</p> <p>16 simple home. If your home, you're a single-</p> <p>17 family, your roof goes bad, you have got to</p> <p>18 replace it. And if you don't, then the</p> <p>19 homeowners, your association will do it and back</p> <p>20 charge it.</p> <p>21 CHAIRMAN CASHMAN: You have to replace</p> <p>22 it with a roofing material that's approved by</p>	<p style="text-align: right;">145</p> <p>1 those covenants, so that will certainly be</p> <p>2 addressed.</p> <p>3 And also getting back to the age-</p> <p>4 targeted. One of the things that we have to be</p> <p>5 cognizant of both tonight and as we go forward</p> <p>6 is just the Federal Fair Housing Act and the</p> <p>7 fact that we can't actively discriminate against</p> <p>8 or on the basis of familial status. And they</p> <p>9 are much more experienced at dealing with this</p> <p>10 than we all are certainly, but that includes</p> <p>11 like how they market the development. And so we</p> <p>12 can't press upon them that they have to say</p> <p>13 certain things in their marketing that may</p> <p>14 violate those laws.</p> <p>15 CHAIRMAN CASHMAN: But like any of</p> <p>16 these kind of restrictions that we are talking</p> <p>17 about that would enhance or lean in towards</p> <p>18 being an age-targeted is all fine?</p> <p>19 MR. MARRS: I think those are fine, you</p> <p>20 know. At the end of the day we can design</p> <p>21 things in a way that the appeal to a certain</p> <p>22 segment of the market. We just can't actively</p>

<p style="text-align: center;">146</p> <p>1 say, People with kids can't move in, and those</p> <p>2 kind of things. So it's sort of a line that we</p> <p>3 just have to be conscious of.</p> <p>4 CHAIRMAN CASHMAN: I thought the design</p> <p>5 that Tracy something or other that talked about</p> <p>6 that, I thought it was very helpful. And it</p> <p>7 really explained how does this differ from a</p> <p>8 Del Webb development.</p> <p>9 MR. MARRS: Sure.</p> <p>10 CHAIRMAN CASHMAN: Or clearly</p> <p>11 age-restricted development.</p> <p>12 MR. MARRS: Right.</p> <p>13 CHAIRMAN CASHMAN: And they tend to</p> <p>14 have -- It's a completely different beast.</p> <p>15 MR. JAMES: The people that we sell to</p> <p>16 in these products are really active adults.</p> <p>17 They may spend four or five months out of the</p> <p>18 state in Florida or Arizona or elsewhere, and</p> <p>19 they are not around. And they still want their</p> <p>20 home to be gracious and nice where they can have</p> <p>21 their grandchildren or families over. Most of</p> <p>22 them, the floor plans today are mostly open.</p>	<p style="text-align: center;">148</p> <p>1 families.</p> <p>2 CHAIRMAN CASHMAN: I'm just going to</p> <p>3 see if there is any more things we could ask.</p> <p>4 Well, some of the information we talked about</p> <p>5 briefly, this whole issue of the population,</p> <p>6 calculations, and students, school-aged</p> <p>7 students. I would love to see any kind of data</p> <p>8 you have about the difference in the population</p> <p>9 with these 1st floor master bedrooms.</p> <p>10 You know, I was joking, I grew up</p> <p>11 in one, it didn't have any impact whatsoever.</p> <p>12 It was harder to sneak in because you had to get</p> <p>13 past the 1st floor master bedroom, but I would</p> <p>14 just be curious because that would be helpful</p> <p>15 information. Obviously, I like that aspect of</p> <p>16 this. And I think it would really help to have,</p> <p>17 make it attractive to empty-nesters, having</p> <p>18 those 1st floor rooms, bedrooms. But if there</p> <p>19 was any kind of data, that would be helpful.</p> <p>20 MR. JAMES: Got that.</p> <p>21 CHAIRMAN CASHMAN: We talked about</p> <p>22 getting a copy of the presentation, traffic</p>
<p style="text-align: center;">147</p> <p>1 The dining room, we still have a dining room</p> <p>2 because we have too many grandchildren around.</p> <p>3 Not too many, we love them.</p> <p>4 CHAIRMAN CASHMAN: The court reporter</p> <p>5 got that down. It's on the record.</p> <p>6 MR. JAMES: But the structure of the</p> <p>7 development and the declaration and bylaws and</p> <p>8 the rules and regulations are such that we just</p> <p>9 never experience people coming in to enhance</p> <p>10 them, their value, and go to school or what have</p> <p>11 you, because the children just don't enjoy it.</p> <p>12 They want to be out where their kids are. You</p> <p>13 can't leave your bicycle out. You can't put a</p> <p>14 basketball hoop, you can't have a trampoline,</p> <p>15 and you are disturbing the neighbor next door.</p> <p>16 I mean it just becomes, they have wasted their</p> <p>17 money.</p> <p>18 MS. FIASCONE: I agree with you. I</p> <p>19 actually agree with you, that I think age-</p> <p>20 restriction is too risky for this community.</p> <p>21 But on the flip side, I do think you will have</p> <p>22 younger people looking at them for sure with</p>	<p style="text-align: center;">149</p> <p>1 study, and then basically a whole new packet on</p> <p>2 the model plans. Because I would like to talk</p> <p>3 about the aesthetics and everything.</p> <p>4 MR. JAMES: We will send you a packet</p> <p>5 of plans, elevations, four sides for all, each</p> <p>6 of the homes.</p> <p>7 CHAIRMAN CASHMAN: That would be great.</p> <p>8 And if those could be color and also get</p> <p>9 electronic copies of that, too?</p> <p>10 MR. JAMES: Yes. We will do it by</p> <p>11 electronically.</p> <p>12 CHAIRMAN CASHMAN: Any other questions?</p> <p>13 MR. JAMES: We will send it to Chan,</p> <p>14 and Chan will give it to you.</p> <p>15 CHAIRMAN CASHMAN: Absolutely.</p> <p>16 MR. KRILLENBERGER: We received some</p> <p>17 communication from nearby residents. Have we</p> <p>18 addressed the questions that were -- I have</p> <p>19 been looking for the copy of the communication,</p> <p>20 and I haven't been able to find it.</p> <p>21 Have we addressed any concerns that</p> <p>22 were raised?</p>

<p style="text-align: center;">150</p> <p>1 CHAIRMAN CASHMAN: By the one lady who</p> <p>2 spoke at the board?</p> <p>3 MR. KRILLENBERGER: No. Actually, I'm</p> <p>4 talking about the e-mail that we got.</p> <p>5 CHAIRMAN CASHMAN: Do you know what</p> <p>6 e-mail that is?</p> <p>7 MR. YU: When did you receive the</p> <p>8 e-mail?</p> <p>9 MR. KRILLENBERGER: This is a different</p> <p>10 format. But Laura Runnings, Ronning?</p> <p>11 CHAIRMAN CASHMAN: She was the one that</p> <p>12 spoke at the board meeting.</p> <p>13 MR. KRILLENBERGER: Oh, was she?</p> <p>14 CHAIRMAN CASHMAN: Yes.</p> <p>15 MR. KRILLENBERGER: Okay.</p> <p>16 CHAIRMAN CASHMAN: I did want to see</p> <p>17 because I believe it's summarized in here.</p> <p>18 MR. KRILLENBERGER: Yes. I think we've</p> <p>19 addressed all the questions.</p> <p>20 MR. JAMES: Was that the lady who spoke</p> <p>21 this evening?</p> <p>22 MR. MARRS: The woman who spoke at the</p>	<p style="text-align: center;">152</p> <p>1 MR. JAMES: We would hope that the</p> <p>2 homes we have showed you in the developments we</p> <p>3 have done and the awards we have won from our</p> <p>4 peer group would satisfy the first one that we</p> <p>5 do not do cookie-cutter homes and tacky-tacky.</p> <p>6 Okay? Enough said.</p> <p>7 MR. KRILLENBERGER: That appears to be</p> <p>8 the case.</p> <p>9 CHAIRMAN CASHMAN: I'm looking at one</p> <p>10 we got today.</p> <p>11 MS. RYAN: You want school impact?</p> <p>12 CHAIRMAN CASHMAN: So I think all the</p> <p>13 things we have discussed and will discuss</p> <p>14 again --</p> <p>15 MR. JAMES: The traffic is positive.</p> <p>16 The population is positive. The school tax is</p> <p>17 positive. The Village tax is positive. The</p> <p>18 open space is positive. The population is</p> <p>19 positive. So we are comfortable, we are very</p> <p>20 comfortable. We will get you all the additional</p> <p>21 information you need.</p> <p>22 CHAIRMAN CASHMAN: Any other questions</p>
<p style="text-align: center;">151</p> <p>1 full board meeting I think, a different woman.</p> <p>2 MR. JAMES: Oh, I see.</p> <p>3 CHAIRMAN CASHMAN: Let's see, she was</p> <p>4 worried that it would have a dense cookie-cutter</p> <p>5 appearance.</p> <p>6 MR. KRILLENBERGER: No. So we have</p> <p>7 addressed that I think.</p> <p>8 CHAIRMAN CASHMAN: No meaningful green</p> <p>9 space.</p> <p>10 The developer was out asking for</p> <p>11 something from Hinsdale without offering</p> <p>12 construction with architectural distinction. I</p> <p>13 think we need to look at these architectural</p> <p>14 drawings and the aesthetics next time.</p> <p>15 Traffic, an additional burden,</p> <p>16 those were a couple concerns she raised. And</p> <p>17 her final comment was that she didn't want</p> <p>18 developers to basically get a free ride in the</p> <p>19 character of the Village without getting -- the</p> <p>20 community wouldn't be getting something back of</p> <p>21 value. So I think we have kind of discussed</p> <p>22 each one of those items.</p>	<p style="text-align: center;">153</p> <p>1 or comments? If not, I would like to hear a</p> <p>2 motion to continue this to our next meeting</p> <p>3 on --</p> <p>4 Do you have a question? Please</p> <p>5 come up to the microphone.</p> <p>6 MR. MEISSNER: Mr. Chairman, I</p> <p>7 submitted to the various members of the staff</p> <p>8 and the Plan Commission a request for</p> <p>9 information. I'm wondering how far you have</p> <p>10 gotten along with that.</p> <p>11 CHAIRMAN CASHMAN: On the financial?</p> <p>12 MR. MEISSNER: Yes.</p> <p>13 CHAIRMAN CASHMAN: The only information</p> <p>14 we have really received so far is related to the</p> <p>15 benefit to the town versus the 36 development,</p> <p>16 the delta between the two. And that's in the</p> <p>17 public packet.</p> <p>18 MR. MEISSNER: Can I get a copy of</p> <p>19 that? I believe it's online.</p> <p>20 MR. YU: Your letter was also included</p> <p>21 in this packet. And the Teska report prior to</p> <p>22 it was what triggered the report by Teska.</p>

<p style="text-align: center;">154</p> <p>1 MR. MEISSNER: I would like to see it.</p> <p>2 Thank you.</p> <p>3 CHAIRMAN CASHMAN: It's in there. If</p> <p>4 you go actually to the website right now and</p> <p>5 look under the last meeting, the packet.</p> <p>6 MR. MEISSNER: Can you print out a copy</p> <p>7 of it for me?</p> <p>8 MR. YU: Sure.</p> <p>9 CHAIRMAN CASHMAN: But the one thing I</p> <p>10 don't think it addressed, I thought you asked</p> <p>11 what's been lost over time.</p> <p>12 MR. MEISSNER: Sure.</p> <p>13 CHAIRMAN CASHMAN: It doesn't address</p> <p>14 that.</p> <p>15 MR. MEISSNER: I would like to know</p> <p>16 that only because as a Village resident for my</p> <p>17 whole life I would like to know how much we</p> <p>18 basically said we don't want and we are not</p> <p>19 interested. So that now when we look at this we</p> <p>20 can say, Okay, here is what it would be and can</p> <p>21 make some comparative analysis between that.</p> <p>22 CHAIRMAN CASHMAN: I guess, Mr. James,</p>	<p style="text-align: center;">156</p> <p>1 MR. MEISSNER: Let alone if it were</p> <p>2 developed.</p> <p>3 CHAIRMAN CASHMAN: If there was a</p> <p>4 \$1.5 million house sitting on every parcel right</p> <p>5 now, it would be generating a lot more money</p> <p>6 than that.</p> <p>7 MR. MEISSNER: That's right. Where I</p> <p>8 am coming from is I'm hoping, only because I</p> <p>9 have been running up and down County Line Road</p> <p>10 since I was 5 years old, I don't want to see</p> <p>11 another 10 years go by where the streets and</p> <p>12 everything in Hinsdale are going for want</p> <p>13 because at one point in time some people felt,</p> <p>14 well, the Village should have bought that and</p> <p>15 turned it into a park and still kind of holding</p> <p>16 that as some kind of an excelsior banner.</p> <p>17 CHAIRMAN CASHMAN: We are not really</p> <p>18 considering that issue. But if we can get the</p> <p>19 financial information on lost taxes, I think</p> <p>20 that's good.</p> <p>21 MR. JAMES: We will try to come up with</p> <p>22 something.</p>
<p style="text-align: center;">155</p> <p>1 is that something you can calculate is since you</p> <p>2 had approval in the 36 single-family homes to</p> <p>3 today, what's been lost to the Village as far as</p> <p>4 tax revenue?</p> <p>5 MR. JAMES: Well, we probably could</p> <p>6 do -- I don't know how accurate it would be.</p> <p>7 CHAIRMAN CASHMAN: Just an estimate.</p> <p>8 MR. JAMES: We will try to come up with</p> <p>9 something.</p> <p>10 CHAIRMAN CASHMAN: Just an estimate</p> <p>11 because that's the question you had, right?</p> <p>12 MR. JAMES: Money has been left on the</p> <p>13 table, there is no question about it. I mean</p> <p>14 the tax bill that I saw go through our office,</p> <p>15 whatever it was, sometime this year, for the</p> <p>16 property as subdivided now, was about \$170,000.</p> <p>17 Now, take that back 10 years. That's vacant</p> <p>18 lots, and I think two partially built and one</p> <p>19 built. Take that back 10 years or 12 years.</p> <p>20 MR. MEISSNER: That's a lot of money.</p> <p>21 MR. JAMES: Well, it's a million bucks</p> <p>22 at least if just --</p>	<p style="text-align: center;">157</p> <p>1 MS. FIASCONE: Can I just ask a</p> <p>2 question real quick? Have you or how many times</p> <p>3 have you been approached to develop this as a</p> <p>4 single-family after you have tried to develop as</p> <p>5 single-family? I mean has someone come in and</p> <p>6 tried to partner with you or proposed to you at</p> <p>7 all to redevelop to single-family?</p> <p>8 MR. JAMES: We have had people called</p> <p>9 us and say, Would you like to sell the property</p> <p>10 for pennies on the dollar, thinking that we are</p> <p>11 desperate; the answer has been no. There was a</p> <p>12 developer that came in and wanted to buy it for</p> <p>13 the same type of project we are doing, and we</p> <p>14 said no.</p> <p>15 But I don't know, my personal</p> <p>16 feeling is, Hinsdale is a special place just</p> <p>17 like.</p> <p>18 MR. MEISSNER: Actually, Burr Ridge</p> <p>19 already has that same line. My mother came up</p> <p>20 with that.</p> <p>21 But you are right, Hinsdale is</p> <p>22 special.</p>

<p style="text-align: right;">158</p> <p>1 MR. JAMES: Hinsdale is special just 2 like other suburbs that we have built in are 3 special. And we get a lot of pleasure, and I 4 have made this comment recently, we get a lot of 5 pleasure out of building communities, not just 6 houses. And we go back to the communities or we 7 travel. And people say, I live in one of your 8 developments, I love it. We go through the 9 development, and we see people and families 10 enjoying what we created. It was a dream. 11 And the thing that is paramount in 12 our company is this, we can't build a 13 development and hide it. It's going to be there 14 a lot longer than I'm going to be around, all of 15 us. And so you have got one chance to do it, 16 and you better do it right. 17 CHAIRMAN CASHMAN: That's right. I 18 appreciate your patience with all our questions 19 tonight because we want to do this right also. 20 MR. JAMES: Your questions are right 21 on. They are good, honest solid questions. You 22 know what they are, they are constructive</p>	<p style="text-align: right;">160</p> <p>1 that to the bank. 2 CHAIRMAN CASHMAN: By surprise, you 3 actually did, I thought you mentioned that you 4 did Lake Barrington Shores. 5 MR. JAMES: We did Lake Barrington 6 Shores, 500 acres, 1360 homes, own sewer plant, 7 did everything. 8 We did 1630 Sheridan Road, 104 9 cooperative apartments before condominiums were 10 enacted in Illinois in 1962. My brother was 11 26 and I was 24, first project we ever did, sold 12 out ahead of time 100 percent. 13 We did Tangle Oaks in Lake Bluff, 14 the old Armor estate, 200 acres of solid woods. 15 American Nurserymen, and I will bring the 16 article for you, or I will send it to you, wrote 17 us up and how to develop in the woods and save 18 it. We hire the best consultants, some of them 19 are right here, to advise us. And we listen to 20 them. We don't just pay lip service. I can 21 tell you more about oak trees because I learned 22 it all from Dr. Ware, who is the person at the</p>
<p style="text-align: right;">159</p> <p>1 questions; and we appreciate that. It's when 2 you get up here and -- You know, we don't do 3 ticky-tacky homes, we don't do cookie-cutter 4 homes. We never have and never will. We 5 wouldn't be invited back into suburbs once and 6 twice and three times if we did that. 7 Most of the property, most of the 8 property that we have developed over the 9 60 years we have been in business has been 10 brought to us by the owners. They said, We like 11 what you have done elsewhere, would you develop 12 our property. We have a love for our property, 13 we have owned it for years, it's been a family 14 estate, would you do it. And that's how we have 15 created a reputation. And we are not going to 16 squander it on one development here or one 17 development there. We don't care where it is, 18 we won't do it. 19 In fact, the motto that we have, 20 quite frankly, is If we won't live in it, we 21 won't build it. And if we don't want it next 22 door to us, we won't build it. And you can take</p>	<p style="text-align: right;">161</p> <p>1 Morton Arboretum, top guy in oak trees around 2 the country. 3 And we pay attention to what we do 4 and we like what we do, and we are not going to 5 sacrifice it here or anywhere. 6 CHAIRMAN CASHMAN: That's a perfect way 7 to end it. We look forward to hearing more 8 about it November 9. So do I have a motion to 9 continue this public hearing? 10 MR. KRILLENBERGER: I so motion. 11 MR. UNELL: Second. 12 MR. JAMES: Thank you very much. We 13 have enjoyed being with you tonight. 14 CHAIRMAN CASHMAN: Roll call? 15 MS. FIASCONE: Aye. 16 MR. UNELL: Aye. 17 MS. CRNOVICH: Aye. 18 MR. PETERSON: Aye. 19 MS. RYAN: Aye. 20 MR. KRILLENBERGER: Aye. 21 CHAIRMAN CASHMAN: Thank you very much. 22 * * *</p>

1 (Whereupon the further hearing
 2 of the above-entitled cause was
 3 continued to November 9, 2016, at
 4 7:30 p.m.)
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1 STATE OF ILLINOIS)
) ss.
 2 COUNTY OF DU PAGE)
 3

4 I, JANICE H. HEINEMANN, CSR, RDR, CRR,
 5 do hereby certify that I am a court reporter
 6 doing business in the State of Illinois, that I
 7 reported in shorthand the testimony given at the
 8 hearing of said cause, and that the foregoing is
 9 a true and correct transcript of my shorthand
 10 notes so taken as aforesaid.
 11
 12
 13

14 Janice H. Heinemann CSR, RDR, CRR
 License No 084-001391
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\$	129 ^[1] - 25:20 13 ^[2] - 31:22, 70:7 1300-home ^[1] - 37:22 1360 ^[1] - 160:6 1405 ^[1] - 42:16 15 ^[3] - 70:7, 116:13, 124:1 15,000 ^[2] - 10:21, 13:21 16 ^[2] - 17:7, 80:15 1630 ^[2] - 22:10, 160:8 17 ^[1] - 112:18 17,920 ^[1] - 13:20 181 ^[2] - 26:8, 104:10 19 ^[4] - 6:16, 17:5, 38:20, 80:12 1962 ^[2] - 22:9, 160:10 1A ^[2] - 62:8, 62:14 1st ^[11] - 13:2, 13:4, 35:7, 38:12, 78:7, 91:12, 103:20, 104:1, 148:9, 148:13, 148:18	15:9, 15:18, 90:22, 106:6 250,000 ^[1] - 68:6 2500 ^[1] - 37:15 2515 ^[1] - 37:14 26 ^[2] - 28:1, 160:11 2600 ^[1] - 33:3 2645 ^[2] - 32:12, 33:4 2647 ^[1] - 37:13 2677 ^[1] - 32:11 27 ^[4] - 6:15, 13:3, 23:14, 87:12 28 ^[1] - 27:21 29 ^[8] - 13:13, 17:8, 25:16, 25:18, 87:11, 98:16 2914 ^[1] - 33:4 2A ^[1] - 62:14 2nd ^[2] - 7:16, 91:16	39 ^[1] - 87:13 398,000 ^[1] - 26:11	6.5 ^[1] - 28:2 60 ^[4] - 5:20, 19:10, 101:20, 159:9 603H ^[1] - 126:2 62 ^[3] - 29:8, 53:1, 127:20 66 ^[1] - 29:6 67 ^[1] - 6:13
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STATE OF ILLINOIS)
) SS:
COUNTY OF DU PAGE)

BEFORE THE VILLAGE OF HINSDALE
PLAN COMMISSION

In the Matter of:)
)
Case A-18-2016)
55th St./County Line Road -)
Hinsdale Meadows Venture, LLC)
Text Amendment to Section 3-106:)
Special Uses, to allow a Planned)
Development in any single-family)
residential district, subject to)
the issuance of a special use)
permit, and subject to a minimum)
lot area of 20 acres.)

REPORT OF PROCEEDINGS had and testimony taken at the continued public hearing of the above-entitled matter before the Hinsdale Plan Commission at 19 East Chicago Avenue, Hinsdale, Illinois, on the 9th day of November, 2016, at the hour of 8:30 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;
MS. JULIE CRNOVICH, Member;
MS. ANNA FIASCONE, Member;
MR. JIM KRILLENBERGER, Member;
MS. LAURIE MC MAHON, Member;
MR. SCOTT PETERSON, Member;
MS. MARY RYAN, Member;
MR. MARK WILLOWBEE, Member.

<p style="text-align: right;">184</p> <p>ALSO PRESENT:</p> <p>MR. ROBERT MC GINNIS, Director of Community Development/Building Commissioner;</p> <p>MR. MICHAEL A. MARRS, Village Attorney;</p> <p>MR. EDWARD R. JAMES, Edward R. James Companies;</p> <p>MR. MICHAEL BALAS, Edward R. James Companies;</p> <p>MR. TERRENCE J. SMITH, BSB Design;</p> <p>MR. ERIC RUSSELL, KLOA;</p> <p>MR. RICHARD TURK; President, Corley Communities;</p> <p>MR. MICHAEL MEISSNER, Architect;</p> <p>MR. DENNIS PARSONS, Architect;</p> <p>MR. JOHN BUCHELERES;</p> <p>MS. KRISTIN EDSTROM;</p> <p>MS. MAUREEN HANSON.</p> <p style="text-align: center;">* * *</p>	<p style="text-align: right;">186</p> <p>1 MS. CRNOVICH: Aye.</p> <p>2 MR. WILLOWBEE: Aye.</p> <p>3 MS. FIASCONE: Aye.</p> <p>4 CHAIRMAN CASHMAN: Okay.</p> <p>5 Hello, Mr. James. We are back</p> <p>6 again. I appreciate, we have a lot of</p> <p>7 information to go through, I appreciate the</p> <p>8 information you sent us in response to our</p> <p>9 meeting in October and look forward to your</p> <p>08:31:21PM 10 presentation. A couple things just to clarify.</p> <p>11 So this is a copy of what you are going to be</p> <p>12 presenting, is that correct?</p> <p>13 MR. JAMES: Yes, correct.</p> <p>14 CHAIRMAN CASHMAN: Okay, good. Thank</p> <p>15 you.</p> <p>16 And just something I would like you</p> <p>17 to focus on, if there is something in here</p> <p>18 that's different than in our packet, if you</p> <p>19 could just try to highlight that so that we,</p> <p>08:31:42PM 20 because we basically have now --</p> <p>21 MR. JAMES: You should have 3.</p> <p>22 CHAIRMAN CASHMAN: -- in some cases 3</p>
<p style="text-align: right;">185</p> <p>1 CHAIRMAN CASHMAN: Our next order of</p> <p>2 business is case A-18-2016, 55th Street and</p> <p>3 County Line Road, Hinsdale Meadows Venture, LLC,</p> <p>4 Text Amendment to Section 3-106: Special uses</p> <p>5 to allow a Planned Development in any single-</p> <p>6 family residential district, subject to the</p> <p>7 issuance of a special use permit and subject to</p> <p>8 a minimum lot area of 20 acres.</p> <p>9 This is continuing our public</p> <p>08:30:31PM 10 hearing from October 12, 2016. Do we need to</p> <p>11 vote to reopen it?</p> <p>12 MR. MARRS: Yes. If we could have a</p> <p>13 motion and second to reopen the public hearing.</p> <p>14 MS. MC MAHON: So moved.</p> <p>15 MR. WILLOWBEE: I will second. Yes.</p> <p>16 CHAIRMAN CASHMAN: Okay, I had a</p> <p>17 second.</p> <p>18 Jim?</p> <p>19 MR. KRILLENBERGER: Aye.</p> <p>08:29:44PM 20 MS. RYAN: Aye.</p> <p>21 MR. PETERSON: Aye.</p> <p>22 MS. MC MAHON: Aye.</p>	<p style="text-align: right;">187</p> <p>1 versions of the same information, the original</p> <p>2 packet, the presentation last month, your</p> <p>3 follow-up; so actually four pieces and then</p> <p>4 this.</p> <p>5 MR. JAMES: Right.</p> <p>6 CHAIRMAN CASHMAN: So I will also try</p> <p>7 to jump in if I see something that I think is</p> <p>8 different from before.</p> <p>9 MR. JAMES: Okay. I hope there isn't.</p> <p>08:32:06PM 10 CHAIRMAN CASHMAN: And then do we need</p> <p>11 to swear in anyone else who may speak on this</p> <p>12 matter.</p> <p>13 MR. MARRS: I know some people stood</p> <p>14 during the last hearing. I know some were sworn</p> <p>15 in last meeting. But if we could just have</p> <p>16 anyone who is going to speak on this, stand.</p> <p>17 CHAIRMAN CASHMAN: I thought Mr. James</p> <p>18 was going to talk on the last matter. So,</p> <p>19 please, if you could, appreciate it.</p> <p>08:32:41PM 20 (Audience sworn en masse.)</p> <p>21 MR. JAMES: Good evening. My name is</p> <p>22 Edward James. And I'm here this evening with</p>

<p style="text-align: center;">188</p> <p>1 Mike Balas, our Vice President of Finance of 2 Edward R. James Companies; Eric Russell, our 3 traffic consult with KLOA; and Terry Smith, Land 4 Planner from BSB Design.</p> <p>5 In our previous meetings in some of 6 those books that you referenced, Mr. Chairman, 7 we discussed specifics of a proposed plan 8 including the formal application, property 9 background information, the proposed text 10 amendment, special use criteria, permit 11 criteria, building and lot coverage, FAR, and 12 the home elevations, and floor plans.</p> <p>13 We also presented reports from our 14 market consultants, Tracy Cross & Associates, 15 who underscored the growing demand for the type 16 of age-targeted housing we are presenting. We 17 also discussed the findings of our physical 18 impact consultant, Teska Associates, showing net 19 positive impacts to the Village and each of the 20 school districts.</p> <p>21 And then we presented our traffic 22 impact and report and that is in the book. And</p>	<p style="text-align: center;">190</p> <p>1 Village, and the residents. The proposed 2 housing configuration, restrictive use 3 covenants, price points, size, and the 4 self-selection these characteristics provide 5 will negate any necessity to impose formal age 6 restrictions, something -- I will show values 7 on that later on. I'll explain what I'm saying.</p> <p>8 We feel the land is appropriate for 9 this type of use. The parcel's ability to 10 handle and support a low-density detached 11 cluster single-family and duplex home with 12 1st floor master bedrooms in a location within 13 the Hinsdale Village limits provides a unique 14 opportunity to enable Hinsdale residents to 15 choose this type of housing that is not 16 available elsewhere in the Village in this size 17 and price range.</p> <p>18 And so what's happening, in 19 essence, is that the communities nearby are 20 providing this type of housing, and the Hinsdale 21 residents are being literally -- I'm not going 22 to say forced -- but they have to choose to go</p>
<p style="text-align: center;">189</p> <p>1 we have our traffic consultant here again this 2 evening, here with us this evening, Eric 3 Russell, who will be glad to answer any 4 questions at the appropriate time.</p> <p>5 Tonight I would like to address two 6 issues. They are having to do with density in 7 the context of housing and a comparison of 8 advantages of age-targeted versus age-restricted 9 homes. We hope our testimony tonight combined 10 with the information previously presented will 11 provide the basis for a positive recommendation 12 based on the following conclusions: The 13 proposed amendment, amended plan, addresses a 14 real and growing need within the Hinsdale 15 community for this type of living and 16 life-style.</p> <p>17 The use of this property in 18 response to this community need will offer 19 substantial and tangible benefits to the 20 Hinsdale residents now and in the future. There 21 are no material negative impacts and, in fact, 22 substantial positive benefits to the schools,</p>	<p style="text-align: center;">191</p> <p>1 elsewhere to find the housing to suit, suit 2 their needs.</p> <p>3 So here is what we are going to 4 be -- It's hard to see, darn it. Well, this is 5 the index; and I will just keep on going. Here 6 we go the zoning request. You have already 7 covered that in the body of your opening 8 comments. But we are looking for a text 9 amendment plus approval of the zoning of the 10 PUD, PD plan. And it's already been discussed 11 what that includes.</p> <p>12 If this is an age-targeted plan, it 13 includes 44 buildings, 1.8 units per acre, 14 59 units, or 2.4 units per acre, 29 detached 15 single-family homes. The minimum lot size, 16 10,000 and an average lot size of 12,285 feet. 17 30 duplex homes with a combined lot size of 18 17,920 feet with a minimum combined lot size of 19 15,000. It's fee simple ownership and there are 20 two parks, common open space and a sidewalk 21 connection to Katherine Legge park.</p> <p>22 The basement configurations on</p>

<div>192</div> <div> <p>1 these homes, we have standard basements, we have</p> <p>2 lookout basements, English basements with</p> <p>3 windows only, and then some full walkout</p> <p>4 basements. And if you look at the chart at the</p> <p>5 bottom, you will see that we have 24 homes with</p> <p>6 standard basements, 19 with lookout, 16 with</p> <p>7 walkout, for a total of 59.</p> <p>8 So the discussion items tonight are</p> <p>9 density. Density having to do with buildings,</p> <p>10 population, student generation, traffic</p> <p>11 generation, and open space. And then the next</p> <p>12 subject would be age-restricted versus age-</p> <p>13 targeted communities. And we will talk about</p> <p>14 the demand for age-targeted homes, age-targeted</p> <p>15 community design, student generation from</p> <p>16 age-targeted communities, pricing</p> <p>17 considerations, and research data.</p> <p>18 So here is -- and then in your</p> <p>19 slides it just -- we are going to bullet point</p> <p>20 these, and then we will have a comparison slide</p> <p>21 at the end of each subject. We will be</p> <p>22 increasing the number of buildings, actual</p> </div> <div>08:38:54PM</div> <div>08:39:24PM</div>	<div>194</div> <div> <p>1 children.</p> <p>2 Traffic generation. Under the</p> <p>3 current R-2, the estimated AA, Average Annual</p> <p>4 daily trips from the R-2 district, is estimated</p> <p>5 at 410 trips per day. Hinsdale Meadows being</p> <p>6 age-targeted would generate estimated 276 trips</p> <p>7 per day. That's a decrease of 134 or a</p> <p>8 33 percent decrease in traffic even though we</p> <p>9 have increased the number of buildings per acre.</p> <p>10 But we have reduced the population, we have</p> <p>11 reduced the number of children, and we are</p> <p>12 reducing the traffic.</p> <p>13 Open space. Open space under the</p> <p>14 existing plan -- And there is all kinds of</p> <p>15 definitions in open space in your zoning</p> <p>16 ordinance, common open space, private open</p> <p>17 space, and combinations. And I might add here,</p> <p>18 the numbers I'm giving you, the open space</p> <p>19 numbers, and later on some tax numbers, some</p> <p>20 school benefit numbers, have all been reviewed</p> <p>21 and approved. And we are in agreement with the</p> <p>22 Village and school board officials. In other</p> </div> <div>08:42:01PM</div> <div>08:42:34PM</div>
<div>193</div> <div> <p>1 physical buildings on the property, from 36 to</p> <p>2 44. That's an increase of 8 units. At 36, it's</p> <p>3 1.47 buildings per acre. At 44 buildings on the</p> <p>4 site, it's 1.8 buildings per acre. That's a 22</p> <p>5 percent increase. But that increase, that</p> <p>6 increase brings along the following benefits:</p> <p>7 The estimated population and student generation</p> <p>8 from the empty-nester, age-targeted homes. The</p> <p>9 population under the R-2 was estimated to be 129</p> <p>10 people. The Hinsdale Meadows PD, the population</p> <p>11 would be estimated at 124 people. That's a</p> <p>12 decrease of 5 or a decrease of 4 percent.</p> <p>13 The student generation from the</p> <p>14 current R-2 zoning would be 29 students for the</p> <p>15 District 181 and 8 students for District 86, the</p> <p>16 high school district. The PD, Hinsdale Meadows</p> <p>17 PD, would have 4 children estimated in</p> <p>18 District 181. That's a decrease of 25 or a</p> <p>19 decrease of 86 percent. The District 86 high</p> <p>20 school would have 8 in the R-2 category where</p> <p>21 it's zoned now. Hinsdale Meadows would have 2,</p> <p>22 that's a decrease of 6 or 75 percent less</p> </div> <div>08:40:19PM</div> <div>08:41:05PM</div>	<div>195</div> <div> <p>1 words, we are not presenting figures here, these</p> <p>2 are not just our figures. These open space</p> <p>3 figures have been reviewed and approved with</p> <p>4 your staff and in terms of definition and what</p> <p>5 have you.</p> <p>6 The current plan shows</p> <p>7 381,307 square feet of open space. The proposed</p> <p>8 plan the Hinsdale Meadows PD will have</p> <p>9 522,183 square feet. That's an increase of</p> <p>10 140,876 square feet or 37 percent more open</p> <p>11 space.</p> <p>12 Now, if you look at the map, you</p> <p>13 will probably be able to see just why. On the</p> <p>14 left side of the screen, you see this is the way</p> <p>15 the land is zoned right now. All of the land is</p> <p>16 platted into individual private lots. If you</p> <p>17 look at the proposed plan, you see the yellow</p> <p>18 sections up in the corner at 55th and County</p> <p>19 Line, you see the center section in the center</p> <p>20 of all of the duplex homes, then you see another</p> <p>21 section off to the right coming in off of 55th</p> <p>22 Street. And so we are very comfortable with the</p> </div> <div>08:43:20PM</div> <div>08:43:58PM</div>

<p style="text-align: center;">196</p> <p>1 added space. That's the benefit again, even 2 though we have increased the number of buildings 3 by 22 percent, we still have an increase of open 4 space of 37 percent, not otherwise available in 5 the current plan. 6 Now, these numbers, as I said, for 7 the annual District 181 fiscal impact comparison 8 are as follows: The property tax revenue under 9 the proposed plan is \$514,000 -- Excuse me. Let 10 me go back up. The estimated proposed children 11 in District 181 are 4 compared to the current 12 zoning of 29. The property tax revenue under 13 the current zoning is 429,000 compared to 14 413,000. The total revenue would be 520,000 for 15 the proposed plan compared with 473,000. That's 16 an increase of \$122,000 or a 31 percent increase 17 from the proposed plan to District 181 by virtue 18 of the fewer students, more units, and the tax 19 revenue resulting from the taxes. 20 The annual increase in the high 21 school district is not as great, but it's still 22 there. The total revenue for the proposed plan</p>	<p style="text-align: center;">198</p> <p>1 and it would be a smaller car; but I don't think 2 the Maserati just by virtue of being more dense 3 in the garage or being smaller would depreciate 4 the value of the larger limousine next to it or 5 Cadillac or whatever it might be. 6 So density is a word that when you 7 use it you have got to understand the component 8 parts of the word. It's just not -- Dense 9 isn't bad. Some of the richest and most 10 valuable real status in the country today 11 anywhere is the highest density, whether it be 12 Park Avenue in New York or Champs Elysees in 13 France or Lakeshore Drive in Chicago. 14 So now let's go back to the 15 estimated annual benefits to the Village of 16 Hinsdale. It's a \$14,000 increase in Village 17 net taxes or about 17 percent. So here is a 18 comparison sheet that if you want to look at it 19 it has everything. You have got a reduction of 20 134 traffic trips on a daily basis, that's 21 33 percent less. 22 Population. Total population,</p>
<p style="text-align: center;">197</p> <p>1 is 288,000 compared to 254 under the current 2 plan. That's an increase of \$33,000 per year or 3 13 percent. Now, mind you, I'm talking about 4 density here. When people say, We are going to 5 increase the density, the houses, the building 6 is, the plan, whatever it is is too dense, well, 7 look at the benefits that have come from this 8 word density. You have got 13 percent, 9 31 percent increases in revenue to the high 10 school and grade school district. You have 11 33 percent less traffic. You have a volume of 12 100 some thousand square feet of open space that 13 you didn't even have under the current plan. So 14 when you use the word density, density has to be 15 looked into and determined just what do you mean 16 by dense. 17 I sometimes use the idea if you had 18 a two-car garage and you had one car in the 19 garage, and it was a big limousine of some sort, 20 Cadillac, Lincoln, whatever, and you brought one 21 of the local Maserati cars and put it next to 22 it, you would have more density in that garage</p>	<p style="text-align: center;">199</p> <p>1 129 versus 124, 4 percent less population. 2 86 percent less fewer students at District 181 3 and 75 percent fewer students in the high school 4 district. 5 In the tax revenue area, you have 6 got an increase in the estimated taxes to the 7 District 181 of \$122,000 on an annual basis or 8 31 percent positive impact. The high school 9 District 86, 33,000 net increase or 13 percent 10 positive impact. And Hinsdale itself the, 11 Village tax revenues, \$14,000 increase and a 12 13 percent positive impact. That, mind you, is 13 all with increasing the density of our project. 14 But it's a different type of 15 product. And so the word density has to be 16 looked into when you just -- You can't just 17 say, well, it looks too dense. There are 18 benefits from density. 19 Open space. Here is a comparison. 20 381,000 square feet of open space versus 522,000 21 in the proposed plan. 37 percent increase in 22 open space. Now, here is one that is really</p>

<p style="text-align: right;">200</p> <p>1 something. In the common open space of the</p> <p>2 existing plan, you have 1751 square feet.</p> <p>3 That's miscellaneous land here along the parkway</p> <p>4 or what have you compared to 97,863 square feet</p> <p>5 or a 98 percent increase in open space, which</p> <p>6 the residents can use. They can walk to it.</p> <p>7 They can enjoy the park atmosphere. The</p> <p>8 grandchildren can go over there. You drive by</p> <p>9 and you are not seeing homes, you are seeing</p> <p>08:50:14PM 10 open space, not just lot after lot, street after</p> <p>11 street, driveway after driveway.</p> <p>12 Stormwater management. The</p> <p>13 stormwater management pond that was put in for</p> <p>14 the 36-unit plan that is currently zoned under</p> <p>15 R-2 will satisfy the additional density of our</p> <p>16 project. We have chosen not to convert the pond</p> <p>17 to a wetland. And we will pay the Village, or</p> <p>18 whoever it is, a \$150,000 fee.</p> <p>19 Now, why are we doing that? Well,</p> <p>08:50:50PM 20 first of all, since we put that pond in many</p> <p>21 years ago, I have not heard or ever been</p> <p>22 called -- and I have asked -- heard about any</p>	<p style="text-align: right;">202</p> <p>1 MR. JAMES: -- talked about a dog park.</p> <p>2 And we picked up on it. And surprisingly, when</p> <p>3 I was reading some information on the KB house,</p> <p>4 King Bruwaert, they just decided they are going</p> <p>5 to put a dog park in on the southeast corner of</p> <p>6 their property for their residents.</p> <p>7 Well, we looked at the dog park.</p> <p>8 And I came out and looked at a possible site</p> <p>9 that was recommended. It's at the southwest</p> <p>08:52:28PM 10 corner of KLM park. As you come into the</p> <p>11 entrance, on your right there is a big open</p> <p>12 space. You can see on the left is the aerial.</p> <p>13 And on the right, this is what it looks like.</p> <p>14 And the parking lot is just on the upper part of</p> <p>15 the picture is close by so people could drive</p> <p>16 over there, get out of their car, walk a few</p> <p>17 feet and be in the dog park.</p> <p>18 Now, we didn't have a design of the</p> <p>19 dog park last week or last meeting; but we do</p> <p>08:53:00PM 20 now. And we propose a dog park design would be</p> <p>21 about 75 feet wide by about 150 feet long. And</p> <p>22 that means that a dog can get up a good head of</p>
<p style="text-align: right;">201</p> <p>1 downstream flooding from the runoff from this</p> <p>2 property. So the pond has been doing what it</p> <p>3 should do, and I would prefer not to convert it</p> <p>4 to a wetland because I don't know whether a</p> <p>5 wetland will hold back the water as well as a</p> <p>6 detention pond.</p> <p>7 And in addition, looking at a</p> <p>8 detention pond we think is a much nicer feature</p> <p>9 to look at than wetland and with all the</p> <p>08:51:29PM 10 mosquitoes and whatever else come from them.</p> <p>11 But anyway, that's just our feeling. But we are</p> <p>12 going to retain the detention pond. And the</p> <p>13 only additional work that we have to do on it, I</p> <p>14 think we have to raise the overflow outfall by</p> <p>15 about 4 inches and maybe some other minor</p> <p>16 things. But it's a minor adjustment, but it has</p> <p>17 sufficient capacity to handle our increased</p> <p>18 density.</p> <p>19 At the last meeting somebody -- and</p> <p>08:51:56PM 20 maybe it was the chairman, I'm not sure --</p> <p>21 talked about --</p> <p>22 CHAIRMAN CASHMAN: Of course, blame me.</p>	<p style="text-align: right;">203</p> <p>1 steam, run, and not all of a sudden hit a fence.</p> <p>2 And he or she can get the exercise they need.</p> <p>3 And yet, the dog isn't that far away from the</p> <p>4 owner.</p> <p>5 Now, if you look up in the left</p> <p>6 upper left-hand corner, you will see the gate</p> <p>7 mechanism. I'm going to change slides, and you</p> <p>8 will see what we have done here. I hope, yes.</p> <p>9 Okay. Up on the upper left, we have a double</p> <p>08:53:34PM 10 gate entry. The owner and the dog come into the</p> <p>11 first section and the gate closes behind them.</p> <p>12 The gate to the dog -- to the run area is</p> <p>13 closed. And so now they walk in, and they go</p> <p>14 into the -- open the gate, go into the dog area.</p> <p>15 And any dogs that may be in that running area</p> <p>16 couldn't get out of that gate. And if they did,</p> <p>17 they would still be locked into the little</p> <p>18 vestibule area there. And there, so we</p> <p>19 eliminate the idea or the chance for dogs</p> <p>08:54:08PM 20 getting out on the street or escaping. And we</p> <p>21 have two such areas. You can see in there and</p> <p>22 down to the lower left is the dog area. Then</p>

<p style="text-align: center;">204</p> <p>1 you will see where we cut the squares off. We</p> <p>2 have angled the corners so that the dogs don't</p> <p>3 get caught in the corner and what have you, and</p> <p>4 it's hard to maintain. So we are very excited</p> <p>5 about that, and we think it's a good feature.</p> <p>6 Now, we talk about age-restricted</p> <p>7 versus age-targeted homes. We put in a couple</p> <p>8 of things for you to look at. And the baby</p> <p>9 boomers are driving the housing market. That's</p> <p>10 the 1960 people to whatever age they are. But</p> <p>11 they are the ones that are driving this market</p> <p>12 right now. They are the ones that are ready to</p> <p>13 purchase these age-targeted homes. This slide</p> <p>14 shows you there are 67 million 55 plus</p> <p>15 homeowners, 55 percent -- 55 percent of whom</p> <p>16 plan to move one or more times. It's an</p> <p>17 impressive 27 million people. 19 million of</p> <p>18 those plan to buy a home and nearly 8 million</p> <p>19 expect to move within the next four years.</p> <p>20 And here is the No. 1 ranking</p> <p>21 reason why they want to purchase or move. To</p> <p>22 change their home layout ranks highest. Clearly</p>	<p style="text-align: center;">206</p> <p>1 they total 772 units and produced 25 K through 8</p> <p>2 students and 11 high school students. So we</p> <p>3 estimate that the Hinsdale Meadow students would</p> <p>4 be 4 and the high school would be 2. And if you</p> <p>5 look to the second column to the right from the</p> <p>6 right, not one of these is age restricted; they</p> <p>7 are all age targeted. So it's a self-selection</p> <p>8 process.</p> <p>9 For the same amount of money that</p> <p>10 they can purchase in Hinsdale Meadows, they</p> <p>11 would prefer to purchase a single-family home</p> <p>12 with no lot use restriction, a private yard, a</p> <p>13 neighborhood with children, where the mom could</p> <p>14 watch them, the kids running next door, and back</p> <p>15 and forth. That isn't the case in age-targeted</p> <p>16 communities.</p> <p>17 Now, the age-targeted versus age-</p> <p>18 restricted based on the Tracy Cross letter of</p> <p>19 May 26, '16, the Survey and market data indicate</p> <p>20 that 27 to 35 percent of 55 and older aged</p> <p>21 buyers would consider buying in an</p> <p>22 age-restricted community. Only 27 to</p>
<p style="text-align: center;">205</p> <p>1 a hybrid of not only the need to get rid of the</p> <p>2 stairs but a desire to get rid of them. So the</p> <p>3 age-targeted homes that we are proposing, every</p> <p>4 home in our development would have a 1st floor</p> <p>5 master bedroom. You could live totally on the</p> <p>6 1st floor. You will have 2 bedrooms upstairs.</p> <p>7 The maintenance, the lawn, and the snow plowing,</p> <p>8 all exterior maintenance is taken care of by the</p> <p>9 homeowners. There is a homeowners' declaration,</p> <p>10 which was given to you last week. And you can</p> <p>11 see under the lot use restrictions all of the</p> <p>12 limitations that are placed on what they can and</p> <p>13 cannot do on their lot. And there is more</p> <p>14 common open space, which wasn't even available</p> <p>15 to any extent in the existing plan.</p> <p>16 Now, this is an interesting slide.</p> <p>17 We surveyed 11 communities. And they are</p> <p>18 listed, the Savoy Club, Field Stone Club,</p> <p>19 Chasemoor, Lake Ridge Club, Burr Ridge Club,</p> <p>20 Heatherfield, Fox Meadow, Hibbard Gardens, Royal</p> <p>21 Ridge, Regent Woods, Westgate, Armour Woods</p> <p>22 Hibbard Gardens, Royal Ridge, Regent Woods. And</p>	<p style="text-align: center;">207</p> <p>1 30 percent. So we have just lost 70 percent of</p> <p>2 our market. Age restricting the community would</p> <p>3 limit the target market and exclude potential</p> <p>4 new residents.</p> <p>5 Age restrictive, if you understand</p> <p>6 it, is really -- You will find them in warmer</p> <p>7 climates. They are large communities. They</p> <p>8 have golf courses. They have clubhouses. They</p> <p>9 have a life-style that goes with the older</p> <p>10 people who want that type of living. Hinsdale</p> <p>11 Meadows and all of the projects in this area are</p> <p>12 not that kind of a project.</p> <p>13 Now, the question has risen is this</p> <p>14 a way for young people or families with children</p> <p>15 to come into Hinsdale and take advantage of the</p> <p>16 excellent school system. Well, in 2014 the</p> <p>17 median sales price for single-family homes in</p> <p>18 Hinsdale, just Hinsdale, \$893,055. In 2015, it</p> <p>19 was 930,000. In January to September through</p> <p>20 2016, it was \$1,012,499. Now, this is MLS data.</p> <p>21 It's right off the charts. You can see it and</p> <p>22 I've got it right here. Hinsdale Meadows,</p>

<p style="text-align: center;">208</p> <p>1 average price for the single-family home, 2 \$1,145,000 plus the options. Hinsdale Meadows 3 duplex is 935,000 plus the options. If you take 4 those numbers from the MLS and compare them to 5 our average price, in 2014 68 percent of the 6 homes sold in Hinsdale were lower priced -- the 7 median, the median price, was lower than our 8 single-family price. In 2015, it was 9 63 percent, almost 64. In January to 10 September of 2016, it was 61 percent less. 11 Taking the duplex unit, same years, 12 average price 935 compared to the single family, 13 58 percent of the homes sold, closed in 14 Hinsdale, were below our average price. In 15 2015, it was 54 percent. In January through 16 September of 2016, it was 48 percent. So we 17 have no worry or no qualm about people moving 18 into Hinsdale Meadows just to take advantage of 19 a lower-priced unit and get into the schools 20 when they can buy from 58, 48 if you take this 21 year, to 58 or 61 to 68 percent of homes sold 22 and get a single family house and have a family</p>	<p style="text-align: center;">210</p> <p>1 on property decreases housing prices by 2 17.9 percent from April -- May of 2005 to 3 April 2006. And you know that was the height of 4 the real estate market. That's before the 2008 5 downturn. Talk about a 17.9, the reduction of 6 2 percent was experienced from May 2006 to 7 May 2007. 8 So what we would be doing if age 9 restriction is imposed on this project would be 10 saying that Hinsdale Meadows will be age 11 restricted, the seller or the purchaser, the 12 seller when he goes to sell, would be the only 13 home among all that I listed, the 11 nearby 14 communities, developments, here and elsewhere, 15 where they would be a deed restriction. They 16 would suffer a financial loss just by virtue of 17 limiting their market, reducing the marketplace. 18 So that's why we don't think it's good for the 19 developer to offer that, and we know it's not 20 good for the purchaser who some day, we'll be 21 long gone, 5, 10 years, whatever it might be, he 22 or she will be faced with selling a house and,</p>
<p style="text-align: center;">209</p> <p>1 situation and more conducive to raising 2 children, having families with children. 3 Now, here is something interesting 4 that we didn't realize. But we looked it up and 5 we have several reports on this. And the 6 research study shows -- And this is the "Effect 7 of Age Restrictions on Housing Prices." And we 8 have just made it easy for you to read. The 9 research study indicates that about a 6 percent 10 price reduction for age-restricted home. 11 Now, if you were going to buy a 12 house and you had two homes to look at, and one 13 house had a deed restriction and the other house 14 didn't have a deed restriction, and everything 15 else was similar, most likely you would say, 16 Well, I would rather have no deed restriction. 17 I want to sell who I want to sell to, and I 18 don't want to be restricted. 19 Let me expand on that. Here is 20 another report, and it's done by the professors 21 at Florida Atlantic University and some others. 22 This says, We find that imposing age restriction</p>	<p style="text-align: center;">211</p> <p>1 according to these studies, suffering a discount 2 compared to other similar type homes. 3 Now, here is a real-life story. 4 This is Mallinckrodt College in Wilmette. It 5 was converted to what was called Mallinckrodt in 6 the Park. And we know it first-hand because we 7 had the contract to purchase it. And the 8 various -- I mean we literally owned it except 9 we didn't close on it. And because we are 10 Winnetka and Wilmette residents, we said, If you 11 really want to buy the building, you can go 12 ahead and buy it. And they use it for the park 13 district and community center and what have you. 14 Well, they imposed an age 15 restriction on the property. And it was not 55 16 but it was age 62. And after 5 years, the 17 developer still had 26 of the 81 total units to 18 be sold; and he lost the building. The new 19 owners came in, bought the property at a 20 substantial discount; finally got the Village to 21 reduce the age restriction from 62 to 55. They 22 slashed the prices. And then they were able to</p>

<p style="text-align: center;">212</p> <p>1 sell out.</p> <p>2 But all of the other people in the</p> <p>3 building who had paid the retail price suffered</p> <p>4 an economic loss. The developer lost the</p> <p>5 building. And as the one resident said, you</p> <p>6 know, Some neighbors worried about the schools</p> <p>7 getting crowded, but there is not one child</p> <p>8 living here. If somebody is paying \$500,000 and</p> <p>9 they have kids, they will buy a house. That was</p> <p>09:06:03PM 10 back in the 1980s or '90s, whatever it was. But</p> <p>11 that's his statement then, that's not my</p> <p>12 statement. But age-targeted communities are</p> <p>13 self-policing.</p> <p>14 You wouldn't loan your children or</p> <p>15 lend them money or encourage them with their</p> <p>16 young children, your grandchildren, to live in</p> <p>17 an age-targeted community. Because they would</p> <p>18 not be able to do so many different things just</p> <p>19 by virtue of the homeowners association</p> <p>09:06:32PM 20 documents.</p> <p>21 Now, there is the thought, well,</p> <p>22 why don't we stay with the 36 single-family</p>	<p style="text-align: center;">214</p> <p>1 find a home that meets their needs.</p> <p>2 Here are some communities that we</p> <p>3 have developed over the years. Heatherfield in</p> <p>4 Glenview, age restricted. It's not age</p> <p>5 restricted, it's age targeted. This is Fox</p> <p>6 Meadow in Northfield. And you can see the</p> <p>7 architecture and the water feature. This is</p> <p>8 Hibbard Gardens. The most recently completed</p> <p>9 unit right across from Winnetka in Northfield.</p> <p>09:08:48PM 10 And it was as old 3-acre nursery. We put</p> <p>11 6 homes and I'm pleased to say I live in it, and</p> <p>12 I love it.</p> <p>13 The Awards & Recognition, I put</p> <p>14 this in because we are proud of it. We are very</p> <p>15 proud of it. We have been invited back into</p> <p>16 communities two and three times to build homes</p> <p>17 because they like what we did the first time.</p> <p>18 Hibbard Gardens took about a 15-minute</p> <p>19 presentation in front of the plan commission and</p> <p>09:09:22PM 20 the commissioners said, This is the finest-</p> <p>21 looking project I have seen; and any questions,</p> <p>22 and everybody said, Yes, can they build a second</p>
<p style="text-align: center;">213</p> <p>1 homes. And this article says it all, and it's</p> <p>2 not too far, it's right here in Hinsdale. This</p> <p>3 was in the Chicago Tribune. It says, "The day</p> <p>4 of the McMansion has come and gone." Now, this</p> <p>5 is an extremely large home. But if you go into</p> <p>6 Lake Forest, we go into Winnetka, and if you</p> <p>7 look at the MLS listings right here in Hinsdale,</p> <p>8 everything over a million -- between \$1.5 and</p> <p>9 \$2 million, there are 100 -- There are 53 homes</p> <p>09:07:18PM 10 on the market in Hinsdale. And the average</p> <p>11 marketing time is 197 days. Under contract,</p> <p>12 there are 2 at \$1,525,000 and the average</p> <p>13 marketing time were 240 days.</p> <p>14 Now, can you imagine putting on</p> <p>15 36 \$1.5, \$2 million, homes with that kind of a</p> <p>16 marketing time, with that kind of a backlog of</p> <p>17 unsold homes? We are just not going to do it.</p> <p>18 It's not economic. And it's not in the best</p> <p>19 interest of Hinsdale and certainly it doesn't</p> <p>09:07:57PM 20 satisfy a need of the residents in Hinsdale, who</p> <p>21 right now are having to leave -- not have to</p> <p>22 leave, but they choose to leave the community to</p>	<p style="text-align: center;">215</p> <p>1 or third one. And the meeting was over, and we</p> <p>2 moved on.</p> <p>3 But we are proud of this. We do</p> <p>4 not build cookie-cutter homes. We do not</p> <p>5 build -- I'm not going to say cheap homes.</p> <p>6 They are fairly priced and they have very nice</p> <p>7 appointments. We are extremely proud of it, and</p> <p>8 I just put this in because some people may think</p> <p>9 otherwise.</p> <p>09:09:54PM 10 Anyway, that is the end of my</p> <p>11 presentation. What I really wanted to stress</p> <p>12 here were two things. Density is not bad.</p> <p>13 Density can be good. And I think with the</p> <p>14 numbers you have seen tonight density is good.</p> <p>15 It's good in every aspect and including the fact</p> <p>16 that we increased the number of buildings per</p> <p>17 acre from 1.4 to 1.8, and we are going to give a</p> <p>18 cash bonus in tax revenue to the schools, to the</p> <p>19 Village, reduce the traffic, and all of the</p> <p>09:10:32PM 20 other issues that come with that word density.</p> <p>21 And when you get to the age-</p> <p>22 restricted or age-targeted, I do not think that</p>

<p style="text-align: right;">216</p> <p>1 we will build an age-restricted project because</p> <p>2 it's going to set the future owners up for an</p> <p>3 uncompetitive position. And the way we look at</p> <p>4 our development, we have a fiduciary</p> <p>5 responsibility as a developer to not be, take</p> <p>6 the easy way out and say, Sure, if you want age</p> <p>7 restricted, you can have age restricted. Much</p> <p>8 like they did at Mallinckrodt, and we are not</p> <p>9 going to do that.</p> <p>09:11:12PM 10 Because our obligation is to sell</p> <p>11 something to our prospective home owners that</p> <p>12 will create value as it has for the last 60</p> <p>13 years that our company has been doing this. And</p> <p>14 we just can't do it in good conscience. And I</p> <p>15 don't think you would want to do it either to</p> <p>16 set up your residence, your own neighbors and</p> <p>17 residents, for a -- what do you call it -- a</p> <p>18 defective title if you want to call it that.</p> <p>09:11:41PM 19 It's not a detective title, it's just an</p> <p>20 impediment.</p> <p>21 So, anyway, that concludes and I</p> <p>22 would be glad to answer any questions. And Eric</p>	<p style="text-align: right;">218</p> <p>1 CHAIRMAN CASHMAN: Was there a full</p> <p>2 study done for the previous development, the</p> <p>3 36 homes?</p> <p>4 MR. BALAS: I believe there was.</p> <p>5 MR. JAMES: There might have been, yes.</p> <p>6 There might have been. Yes. There probably</p> <p>7 was.</p> <p>8 CHAIRMAN CASHMAN: Rob, is that</p> <p>9 something you can look into is -- I was</p> <p>09:13:07PM 10 assuming that we are just seeing like a summary</p> <p>11 of a full study. But I would be curious to see</p> <p>12 back when it was, the approved development</p> <p>13 that's there right now, whether there was a full</p> <p>14 traffic study done at that time.</p> <p>15 MR. MC GINNIS: I will look into that.</p> <p>16 MR. JAMES: It was so long ago we can</p> <p>17 look.</p> <p>18 MR. RUSSELL: I think what's important</p> <p>19 to note from, I'm sure there probably was a</p> <p>09:13:31PM 20 study, was that the access drives at Barton and</p> <p>21 Hannah were designed accordingly for that type</p> <p>22 of product in that 36-unit development. On</p>
<p style="text-align: right;">217</p> <p>1 Russell is here if you want to talk to him about</p> <p>2 traffic. And we have Terry Smith if you want to</p> <p>3 talk to him about land planning or other,</p> <p>4 anything else. Thank you.</p> <p>5 CHAIRMAN CASHMAN: Thank you.</p> <p>6 Actually, I would like to have your traffic</p> <p>7 consultant make a presentation.</p> <p>8 And I guess my first question, just</p> <p>9 before you get going, I believe we have only</p> <p>09:12:18PM 10 seen a summary of the traffic study. Do we have</p> <p>11 the full text of the traffic study, whole</p> <p>12 report?</p> <p>13 MR. RUSSELL: We actually haven't done</p> <p>14 a full report. What we have done is a traffic-</p> <p>15 generation statement. So it's an abbreviated</p> <p>16 type of report where we have projected the</p> <p>17 traffic generation from the project as an</p> <p>18 age-targeted type of product compared that with</p> <p>19 what the traffic generation would be from the</p> <p>09:12:41PM 20 existing approved 36-unit development as a</p> <p>21 traditional single-family development, show the</p> <p>22 differences in that regard.</p>	<p style="text-align: right;">219</p> <p>1 55th, for instance, there is a left-turn lane</p> <p>2 into the property. The two streets have been</p> <p>3 designed to accommodate the volume of traffic</p> <p>4 that a 36-unit development would generate. But</p> <p>5 then by comparison, when we look at the 59 unit</p> <p>6 age-targeted community that would generate less</p> <p>7 traffic, those same design constraints that have</p> <p>8 been already built now would more than</p> <p>9 accommodate what would be generated by the</p> <p>09:14:06PM 10 project as it's being proposed today.</p> <p>11 MS. CRNOVICH: That's a good point you</p> <p>12 brought up, Steve. And I would guess that</p> <p>13 traffic has increased from the last study, too,</p> <p>14 especially with the Oak Street bridge.</p> <p>15 CHAIRMAN CASHMAN: Oh, yes. When I was</p> <p>16 on County Line --</p> <p>17 MS. CRNOVICH: I'm sure it's probably</p> <p>18 busier.</p> <p>19 MR. RUSSELL: Yes. We have looked back</p> <p>09:14:29PM 20 at some historic numbers. Du Page County has</p> <p>21 some traffic that's on their website at the</p> <p>22 intersection of 55th and County Line. And we</p>

<div>220</div> <div> <p>1 take a look at that and kind of get an idea of</p> <p>2 how that intersection is operating today. And</p> <p>3 from these projections from our report as far as</p> <p>4 what the traffic generation would be during</p> <p>5 those peak hours, we can determine that there</p> <p>6 really would be no impact to the level of</p> <p>7 service, that intersection will not change. We</p> <p>8 looked at the access drives into the</p> <p>9 development. Being that there are two access</p> <p>10 points, that provides flexibility of the</p> <p>11 traffic. Regardless of which direction it goes,</p> <p>12 they will be able to make the easier movement</p> <p>13 out of the project. And there again, whether</p> <p>14 it's a 36-unit development or 59-unit</p> <p>15 age-targeted development, the level of service</p> <p>16 of those driveways would not change for the two</p> <p>17 different types of development products.</p> <p>18 CHAIRMAN CASHMAN: How do you determine</p> <p>19 that? Is it because of age in this empty-nester</p> <p>20 kind of target group, that you are just not</p> <p>21 getting the cycles of someone coming out of my</p> <p>22 house every day, heading to work, coming back,</p> </div> <div>09:14:57PM</div> <div>09:15:23PM</div>	<div>222</div> <div> <p>1 traditional single-family home buyer, one or two</p> <p>2 people will have a regular job or leave in the</p> <p>3 morning during that time, come back in the</p> <p>4 evening, has more of a regular type of traffic</p> <p>5 pattern. Whereas as an age-targeted resident</p> <p>6 may or may not be retired and would have a very</p> <p>7 different -- could have a very different traffic</p> <p>8 pattern. They might get up earlier and do</p> <p>9 things more in the morning. They might travel</p> <p>10 more during the off-peak hours. But in total,</p> <p>11 they would generate less traffic because there</p> <p>12 may be fewer cars. They would make fewer trips</p> <p>13 because they wouldn't necessarily have that work</p> <p>14 trip. That all kind of contributes to why the</p> <p>15 trip generation is low.</p> <p>16 We have actually surveyed some of</p> <p>17 the developments that Mr. James presented,</p> <p>18 Armour Woods in Lake Bluff in particular, and we</p> <p>19 found first-hand just by those traffic counts</p> <p>20 alone that, in fact, the numbers are lower when</p> <p>21 the development is an age-targeted community</p> <p>22 when compared to just a standard community.</p> </div> <div>09:16:59PM</div> <div>09:17:22PM</div>
<div>221</div> <div> <p>1 dropping the kids off at school, and all that?</p> <p>2 So that's really the -- Because if you look at</p> <p>3 their density proposal, which I have other</p> <p>4 questions about that, when you are talking 124</p> <p>5 versus 129, that's a pretty minor difference;</p> <p>6 but you are looking at less traffic.</p> <p>7 MR. RUSSELL: Yes.</p> <p>8 CHAIRMAN CASHMAN: Because of that.</p> <p>9 MR. RUSSELL: It's a couple different</p> <p>10 things. We are presenting the total traffic,</p> <p>11 total daily traffic numbers. So that's looking</p> <p>12 over a 24-hour period, that's more of a product</p> <p>13 of the type of age-targeted building that's</p> <p>14 being proposed. A development that's not going</p> <p>15 to have children, not going to have potential</p> <p>16 children, that drive is likely to have fewer</p> <p>17 vehicles at the house. It may be a 1 vehicle</p> <p>18 household, may be a 2 vehicle household but</p> <p>19 likely wouldn't be 3 or more. That contributes</p> <p>20 to total traffic over the course of the day. If</p> <p>21 you focus on the rush hours alone in the morning</p> <p>22 and afternoon, during the weekdays, your</p> </div> <div>09:15:53PM</div> <div>09:16:26PM</div>	<div>223</div> <div> <p>1 MS. CRNOVICH: To that point, I could</p> <p>2 see the traffic being lower. But then again you</p> <p>3 would have twice as many units so wouldn't that</p> <p>4 kind of even out?</p> <p>5 MR. RUSSELL: The traffic, the trip-</p> <p>6 generation rate per unit is lower. It's going</p> <p>7 to be 33 to 50 percent lower than the typical</p> <p>8 single-family unit. So more units doesn't</p> <p>9 necessarily mean -- It does mean more traffic.</p> <p>10 But in total, with the comparison with this, it</p> <p>11 would still be less by about 33 percent.</p> <p>12 CHAIRMAN CASHMAN: What kind of</p> <p>13 happened generally -- I mean this is a concept</p> <p>14 plan. That's the stage of the process we are</p> <p>15 in. We are looking at a concept plan that,</p> <p>16 ultimately, if it goes forward from the Plan</p> <p>17 Commission, then it's to the Trustees, then at</p> <p>18 some point a detailed plan would be submitted</p> <p>19 and reviewed. At that time just because of this</p> <p>20 development, I do think it's crucial that we</p> <p>21 have a full traffic study done. The idea of</p> <p>22 doing the concept review is so that Mr. James</p> </div> <div>09:17:55PM</div> <div>09:18:19PM</div>

<p style="text-align: center;">224</p> <p>1 and his company are not spending money -- I know 2 you're probably not happy with that, doing 3 another traffic study -- but if the project 4 wasn't going forward, why spend the time and 5 money. So I think this is a good overview. But 6 if we really get into the detail and we are 7 talking about a project that's moving forward, 8 then I really think it's important for the 9 Village.</p> <p>09:18:45PM 10 Because Julie has a good point. I 11 don't know if you are aware of it, Oak Street 12 bridge, we had this bridge that was crazy, one 13 lane, wood plank, with asphalt on top. It was a 14 one lane stoplight. That has been replaced. A 15 big concern in the community when that was done 16 and is that going to become a shortcut and are 17 people going to come off of Ogden and use it to 18 get to County Line south and the Village has 19 been monitoring that.</p> <p>09:19:08PM 20 But I think it would just be good 21 to say we could document exactly where we are at 22 as we go forward.</p>	<p style="text-align: center;">226</p> <p>1 "I would like to submit a response 2 to the question or issue raised during the 3 initial project presentation and discussion made 4 last month.</p> <p>5 "The question and concern raised 6 had to do with the inclusion and incorporation 7 of habitable basement spaces, either in walkout, 8 day light or traditional basements.</p> <p>9 "The concern as I perceived it was 10 led by the supposition that any of these forms 11 of lower level spaces would ultimately provide 12 for the use of bed rooms, or additional sleeping 13 quarters. Therefore, to minimize and restrict 14 the number of habitants, total occupants, the 15 elimination of all lower spaces would guard 16 against this.</p> <p>17 "It was suggested that concrete 18 slabs on grade would be preferable.</p> <p>19 "As a registered architect 20 practicing in our Village of Hinsdale since 21 1983, I find this approach and alternate 22 thinking draconian, un-necessary, and both a</p>
<p style="text-align: center;">225</p> <p>1 CHAIRMAN CASHMAN: Other questions 2 regarding traffic?</p> <p>3 Thank you very much. We might have 4 a few later, but I appreciate it.</p> <p>5 MR. RUSSELL: No problem.</p> <p>6 CHAIRMAN CASHMAN: Anyone else from the 7 applicant? If not, I wanted to open up to the 8 community to get some input from anyone who 9 would like to speak on behalf of this project.</p> <p>09:19:41PM 10 Please state your name and where 11 you live, and we welcome your input.</p> <p>12 MR. MEISSNER: Michael Meissner, 13 1405 Chanticleer Lane, Hinsdale Illinois.</p> <p>14 You may have gotten a copy of this 15 in the late afternoon hours, but I will read 16 into the record what I submitted.</p> <p>17 MR. MC GINNIS: You all have it.</p> <p>18 CHAIRMAN CASHMAN: Pardon me?</p> <p>19 MR. MC GINNIS: You all have it.</p> <p>09:20:14PM 20 MR. MEISSNER: You can follow along if 21 you'd like. 22 "To the Hinsdale Plan Commission.</p>	<p style="text-align: center;">227</p> <p>1 confiscation and an imposed penalty.</p> <p>2 "Allow me to illuminate several of 3 the reasons for my reaction.</p> <p>4 "Concrete slabs on grade are 5 tremendously uncomfortable. They are physically 6 hard on the human body. SOGs" as they are known 7 "(slabs on grade) make terribly inefficient 8 thermal envelopes, offering very, very poor 9 thermal environments and conditioned space 10 retention.</p> <p>11 "SOG's" slabs on grade "are 12 inflexible with regards to services, plumbing, 13 heating, HVAC, and electrical. The repair, 14 replacement and servicing of each are 15 considerably more expensive and in the case of 16 plumbing problems" they "may go undetected for 17 years.</p> <p>18 "In those preferable topographical 19 configurations that lend themselves to walk outs 20 English gardens and daylight lower levels, the 21 forced grading that would become required would 22 be counter to the natural flow of the land.</p>

<p style="text-align: right;">228</p> <p>1 "If the real goal is to limit, 2 restrict or mitigate bed rooms in the lower 3 levels then let's address that issue as such. 4 "There are already codes in place 5 that forbid the introduction of lower level 6 habitable sleeping rooms. The required Light 7 and Ventilation mandates specific percentages of 8 a rooms area be met in both light and vent, and 9 that the window sill of a bedroom may not be 10 more than 2'6" above the finished floor. 11 "Covenants, codes and building 12 permits are the appropriate tools and safeguards 13 to restrict such uses. Do not throw the baby 14 out with the bath water!" 15 "Lower level uses such as 16 recreation areas, shops, craft, hobby, studio, 17 storage, quiet areas, and overall social, home 18 and family amenities are enormously valuable and 19 worthwhile. Restricting these will 20 significantly diminish the economic values of 21 these homes. 22 "By reference, all of the original</p>	<p style="text-align: right;">230</p> <p>1 I will be happy to respond to any 2 questions. Otherwise, thank you for your 3 indulgence. 4 CHAIRMAN CASHMAN: I do have one 5 question for you. What would be your opinion if 6 the 24 standard homes that are proposed that 7 basically could go without a basement? They are 8 not either a lookout or a walkout basement based 9 on the topography, if those were crawl spaces 10 versus full basements? 11 MR. MEISSNER: I still think if the 12 intention around that is to limit the use of 13 those spaces for bedrooms, put that in the 14 language, in the covenants of the development, 15 that it is forbade, that again in the permitting 16 process that they are not allowed. 17 In the event that someone does not 18 want a basement, then by all means a crawl space 19 is a far preferable solution than a slab on 20 grade. But I would not recommend in any way 21 losing that space. I, for one, live on a slab 22 on grade in Chanticleer. And while I had to</p>
<p style="text-align: right;">229</p> <p>1 Golf View homes built in the 50's by US homes 2 were" slabs on grade "and were considered to be 3 cheap homes. 4 "It is my strongest possible 5 professional recommendation that restrictive 6 covenants be employed and not an ill-conceived 7 blanket ban on basements. In my humble opinion 8 which truly would be a terrible design 9 solution!" 10 The use of crawl spaces in those 11 instances where someone does not want a basement 12 is a far preferable solution than a slab on 13 grade. And it provides for a much higher 14 quality of thermal value, acoustic value, all 15 kinds of considerations. 16 So I'm sorry to have seized on one 17 thing and made a whole story about this. But it 18 would be a very poor solution to reach the 19 concern, and that is that there are not bedrooms 20 in basements. So those can be addressed by 21 covenants and the various codes that are in 22 place.</p>	<p style="text-align: right;">231</p> <p>1 fight with the homeowners association for four 2 years to get permission to put skylights in, if 3 I ever went to the board of the homeowners 4 association and requested to put a basement 5 underneath my house, I would be tarred and 6 feathered and driven out of the community. 7 It is a space that is a valuable 8 space. I love building things. I like creating 9 things. If someone were to make that a 10 restriction to an otherwise fabulous place, I 11 would not move there. Any other questions? 12 MS. CRNOVICH: I had a one question for 13 the applicant actually since you brought up the 14 basements. 15 MR. BALAS: Thank you. 16 CHAIRMAN CASHMAN: Could we possibly 17 like at the next meeting get a floor plan of the 18 basements? 19 MR. JAMES: The basement is an 20 unfinished basement. I mean it's not -- Unless 21 someone wants to finish it, make a recreation 22 room out or what have you, it comes with an</p>

<p style="text-align: center;">232</p> <p>1 unfinished basement. Usually it's about, what 2 are they, 9 foot? I think we are about 9 foot. 3 It's a 9-foot clear I think. 4 MR. BALAS: 8'10". 5 MR. JAMES: 8'10", something like that. 6 It's a space that can finished off for 7 recreation or what have you. We do provide or 8 we do offer as well, we call it a bonus room 9 over the garage, which we like a lot. Because 10 it's light, airy, it's heated, carpeted, 11 finished, air-conditioned and all the rest of it 12 with the rest of the house. It's a nice area if 13 a person wants to have an office up there or 14 desk, he or she can look out. If you are 15 painting, you have got natural light. 16 CHAIRMAN CASHMAN: And the average 17 prices that you have been talking about for the 18 duplexes or the single family, does that number 19 include or not include the basement? 20 MR. JAMES: That includes the basement. 21 CHAIRMAN CASHMAN: It includes it. 22 What if someone was going to go to a crawl space</p>	<p style="text-align: center;">234</p> <p>1 say that, I'm just here to say you are lucky to 2 have Edward James wanting to build in your town. 3 Thank you. 4 CHAIRMAN CASHMAN: Thank you. 5 MR. BUCHELERES: Good evening. My name 6 is John Bucheleres. I live on south Washington. 7 B-u-c-h-e-l-e-r-e-s. 8 So my wife Mary and I have been 9 here for 23 years. We originally bought at 10 714 Washington in '95. And all of a sudden it's 11 2016. We have been here 23 years. We love the 12 community. We have a big 6-bedroom house. We 13 raised four children in that home or in two 14 homes, went through grade school and middle 15 school and high school. But they are gone, and 16 they are never coming back. 17 So -- And I don't know, I know his 18 son Warren. I'm a commercial real estate owner 19 and commercial real estate investor. So I have 20 got a little bit of knowledge in, not 21 residential, it's all commercial. But, you 22 know, we need somewhere to go. We love this</p>
<p style="text-align: center;">233</p> <p>1 on a single, the single-family homes from a 2 basement, what kind of money would they save? 3 MR. JAMES: I'm going to take a wild 4 guess, maybe 15,000, something like that, to get 5 rid, in other words, just shorten the wall. 6 CHAIRMAN CASHMAN: Right. 7 MR. JAMES: And then you, that's about 8 it. 9 MR. BALAS: Excavation concrete. 10 MR. JAMES: Excavation concrete, less 11 dirt to get rid of and that type of thing. 12 CHAIRMAN CASHMAN: Okay. Any other 13 questions regarding basements? Okay. 14 Next person -- thank you -- who 15 would like to speak. Thanks, Mike. 16 MR. TURK: My name is Richard Turk, 17 T-u-r-k, President of Corley Communities. We 18 are based out of Northbrook. And my business 19 partner and my father-in-law Gene Corey is a 20 contemporary of Ed James. And I really just 21 want -- I grew up in LaGrange and went to LT, 22 so I'm familiar with the area. I just want to</p>	<p style="text-align: center;">235</p> <p>1 community. We'd love to stay. We are close to, 2 you know, we are close to our friends. We are 3 close to our church. We are close to this 4 community. And we are close to our club. And I 5 couldn't envision moving to a different 6 community or even moving downtown. I have just 7 got no interest. 8 But I sort of feel like we are 9 being forced to move. We have got the big 6- 10 bedroom house. And it really deserves to be 11 turned over to a younger family with kids that 12 are going to enjoy and appreciate the house and 13 get a chance to pay the big tax bill, too. 14 But I would like to speak out in 15 favor of the project. And I can't believe, 16 Steve, you are sitting here. I was here 17 10 years ago with your son Warren speaking out 18 in favor of just the development. Because, you 19 know, there is a big piece of property that sits 20 idle. And I know everybody has got their own 21 set of concerns. I think that's really an 22 inefficient use of the land. And I'm thrilled</p>

<p style="text-align: center;">236</p> <p>1 now that that single-family home project has 2 turned into a project with multiple units. I 3 would probably be interested in one of the town 4 home units. I don't know if that's -- Is that 5 what you called them? 6 MR. JAMES: Duplexes. 7 MR. BUCHELERES: I would give Mr. James 8 a check today, if he'd let me, if you guys would 9 approve the project. 10 CHAIRMAN CASHMAN: I'm sold. 11 MR. MEISSNER: I have a pen. 12 MR. BUCHELERES: There are probably 10 13 couples that are in our position that would do 14 the same thing. I think it's a great project. 15 And Rick Turk, who has been a friend of mine for 16 30 years, when he said that we are lucky to have 17 this quality developer in our community, he 18 means it because it's true. Thank you. 19 CHAIRMAN CASHMAN: Thanks, John. 20 MR. PARSONS: My name is Dennis 21 Parsons, 28 Spring Lake, a long-time resident of 22 Hinsdale, licensed architect in the State of</p>	<p style="text-align: center;">238</p> <p>1 They are not going to sacrifice their reputation 2 for one development. They are going to continue 3 to build the quality that they have been 4 building all over the Chicagoland suburbs. So I 5 think we are lucky that they haven't pulled the 6 plug and sold this property off to the highest 7 bidder and left town, very lucky. 8 So I urge you to send a positive 9 recommendation to the Village board and to get 10 this project moving because I'm not getting any 11 younger, and I like it here. Thank you. 12 MS. EDSTROM: Hi. Good evening. My 13 name is Kristin Edstrom, E-d-s-t-r-o-m. I am a 14 long-time resident of Hinsdale. I grew up in 15 town. I went to school with some of you here. 16 My children went to school with some of you 17 here. I grew up on north Washington, and I live 18 on south Washington. I live at 633 South 19 Washington. I don't know the properties that 20 you have talked about. I know a lot of the 21 other communities. 22 What I look at is a point of</p>
<p style="text-align: center;">237</p> <p>1 Illinois. So I was around when this idea was 2 floated nine years ago, and there was a lot of 3 pushback on this. I didn't understand it then, 4 and I'm glad to see there has been a softening 5 of attitude towards this type of project in the 6 nine years that it's sat vacant there. 7 That development has a better 8 infrastructure than anyplace else in Hinsdale. 9 It has stormwater retention. It has bioswales. 10 It has curb and gutter. It has city sewer and 11 copper water lines. It's got everything. If 12 Hinsdale, if the rest of Hinsdale was built as 13 well as that development is going to be built, 14 we wouldn't have half the problems we have right 15 now. So that's one thing I want, one point I 16 want to make. 17 Secondly, I would like to echo the 18 other man's opinion that this is one of the 19 premiere developers in the Chicagoland area. We 20 have got a lot of good builders in Hinsdale, and 21 this company can go toe-to-toe with the best we 22 have got. They are not going to build junk.</p>	<p style="text-align: center;">239</p> <p>1 comparison of what's available, what inventory 2 is available in my area. So I, like John, I 3 raised my kids here. I grew up here. I went to 4 the Lane School, graduated from the old middle 5 school. I graduated from Hinsdale Central, and 6 my kids went to school here in town as well. 7 So I see my friends and my family 8 relocate. I have had friends that have moved to 9 the City of Chicago. I have friends that have 10 moved to Elmhurst. I have friends that have 11 moved to LaGrange and Burr Ridge. I have 12 friends who recently bought and live in the 13 Hamptons, and I think there is a lot of really 14 great things about the Hamptons. I have been in 15 the condos and I have been in the townhouses. 16 When you talk about density, I think that's a 17 great word. And you can put it in perspective, 18 but you can watch your neighbor pour their 19 morning coffee at the Hamptons. I think it's 20 lovely buildings. My friends have 1st floor -- 21 how do I say -- walk-ins and they have offices. 22 They have studios. They have dens that are also</p>

<p style="text-align: center;">240</p> <p>1 used as bedrooms. And I think as we grow older 2 and our kids come back to visit from college, as 3 they move to other cities and come home, I want 4 to have space for my children to come back and 5 guests come and stay with me for out of town. 6 So I think density is important. 7 I can only think of, I have family 8 that live at Graue Mill. And to me that feels 9 like it's age re -- how do I say -- age limited, 10 limiting if you will? 11 MR. JAMES: Age targeted or age 12 restricted. 13 MS. EDSTROM: Age targeted. It's age 14 restricted. I think in Oak Brook if you go to 15 Briarwood Villas in Oak Brook, to me that's age 16 restricted. There are no children that are 17 allowed to be born there. You can't move there 18 as a young couple and have children. 19 The Hamptons, I don't know the 20 terminology. It feels age targeted. But there 21 are kids there that are going to school in all 22 districts, in all school districts. And there</p>	<p style="text-align: center;">242</p> <p>1 an area -- Once you build deep basements and 2 land gets moved, and I appreciate with respect 3 to your conversation and thoughtfulness about 4 water -- and how do I say it, a wet garden, 5 which I have seen go in to Hinsdale Central, and 6 the maintenance and ongoing that goes on -- how 7 do we say landscaped, wet garden -- if you will. 8 So I do support the project. I 9 support your continued due diligence on the 10 project. And I'm right behind many others that 11 are looking for a place to buy and stay in our 12 community. Thank you for your time. 13 CHAIRMAN CASHMAN: Thank you. 14 MR. JAMES: Thank you very much. 15 CHAIRMAN CASHMAN: Any more comments? 16 Yes, please. 17 (Ms. Hanson sworn.) 18 MS. HANSON: My name is Maureen Hanson, 19 H-a-n-s-o-n. I live at 441 on Bruner Place in 20 Hinsdale. And I've probably lived in town 21 longer than any of you. I have seen so many 22 plans and projects proposed and go nowhere. I</p>
<p style="text-align: center;">241</p> <p>1 are professionals. And I think there is a big 2 difference between a 65 and over and 50 and 3 over. And I think that people enjoy that 4 multigenerational, if you will, component. I 5 live on a street with families that get together 6 with the 20, 30, 40, 50, 60, 70, 80 year olds. 7 I enjoy that. I want to stay in the community. 8 I agree with the comments that have 9 been made here today that this has been needed 10 in our community for a long time. Every time I 11 drive by Amlings, my mind is thinking that I'm 12 in marketing, and I'm in branding, and I'm 13 thinking what could be there that we are waiting 14 to be at that facility. 15 On County Line Road and on 55th 16 Street, to me it's still in the Village. You 17 can participate in community events, attend your 18 church. You can meet people in town for coffee. 19 I think it's still walk to town. Having grown 20 up on north Washington and grown up on south 21 Washington, I implore you to look at the 22 density. The water issues having, that's been</p>	<p style="text-align: center;">243</p> <p>1 happen to be married to one of those wicked 2 developers. And every time we drive on 55th or 3 County Line and we see the property and it's 4 still maintained very well for 10 years going 5 on, we say, How did he hang on this long. 6 We know what it is to hang on to 7 property on hope that at some point you can work 8 through your plan and come to an agreement. I 9 think it's a wonderful idea for age targeted. 10 I'm in that age group, my husband and I. And I 11 think it's a good thing for our Village. I 12 think it's good. A lot of people have, as 13 others have said, a lot of people have left and 14 gone to other communities because they couldn't 15 find what they wanted here. They are good 16 people. They would have like to have stayed, 17 but they didn't have that option. 18 So I would say for my husband and 19 myself, both, we are very in favor. And we hope 20 that we can come to some kind of an agreement 21 and get it moving and not have it sit like 22 Amlings. We live close to Amlings, it's sad.</p>

<p style="text-align: right;">244</p> <p>1 I would also add with traffic, I'm</p> <p>2 on Bruner Place, I think there are 11 houses on</p> <p>3 our street. At this point with the Bruner Place</p> <p>4 address I think nobody is under 50. So you will</p> <p>5 see traffic in and out during the day, you will</p> <p>6 see cars going by. There is no rush hour,</p> <p>7 morning or night. And some people are still</p> <p>8 working. There just is not a rush hour. So I</p> <p>9 can say that, too. I wish you well.</p> <p>09:41:07PM 10 MR. JAMES: Thank you.</p> <p>11 CHAIRMAN CASHMAN: Thank you. Any more</p> <p>12 comments?</p> <p>13 Okay. If not, those consist of the</p> <p>14 comments.</p> <p>15 And questions, comments by the</p> <p>16 Commissioners?</p> <p>17 MS. MC MAHON: I have a question on</p> <p>18 page 22, which is the student generation from</p> <p>19 the dozen or so other communities. First, five</p> <p>09:41:42PM 20 of those are Burr Ridge. And I'm wondering what</p> <p>21 school district each of those 5 is in, if it's</p> <p>22 181 or a different district.</p>	<p style="text-align: right;">246</p> <p>1 Northbrook, one of the Northbrook schools. And</p> <p>2 Burr Ridge Club, I don't know. Lake Ridge Club,</p> <p>3 I don't know. Chasemoor, I don't know.</p> <p>4 MS. MC MAHON: Do you know some of</p> <p>5 these, Mary?</p> <p>6 MS. RYAN: No.</p> <p>7 MS. FIASCONE: Burr Ridge Club is 181.</p> <p>8 And Savoy Club is not. I don't know the other</p> <p>9 one. Burr Ridge Club is 181.</p> <p>09:43:39PM 10 CHAIRMAN CASHMAN: Yes, Burr Ridge</p> <p>11 Club, that's the closest of the group.</p> <p>12 MS. MC MAHON: Okay. Well, I think it</p> <p>13 would make --</p> <p>14 CHAIRMAN CASHMAN: If that's something</p> <p>15 we could add to that chart? It's a good chart.</p> <p>16 MR. JAMES: Sure. We can get that. We</p> <p>17 will get that for you. We were looking for the</p> <p>18 number of children in the schools to see if the</p> <p>19 self-selecting process that we have been talking</p> <p>09:44:02PM 20 about was valid for those, as we think it will</p> <p>21 be valid for these, and we think it is. But we</p> <p>22 will find out the school district. We do have</p>
<p style="text-align: right;">245</p> <p>1 MR. JAMES: I don't know. I didn't, I</p> <p>2 did not --</p> <p>3 MS. MC MAHON: Because Burr Ridge is in</p> <p>4 several different school districts.</p> <p>5 MR. JAMES: I don't, I just don't know.</p> <p>6 MS. MC MAHON: Well, I think it's a</p> <p>7 relevant point for comparison purposes.</p> <p>8 MR. JAMES: I'm not -- In terms of</p> <p>9 what school they go to or the fact that they</p> <p>09:42:17PM 10 have children?</p> <p>11 MS. MC MAHON: Well, if they go to a</p> <p>12 less desirable school district, then there is</p> <p>13 less impetus to want to move there with kids.</p> <p>14 I'm not familiar with the North Shore district</p> <p>15 so I can't opine on that.</p> <p>16 MR. JAMES: Well, Royal Ridge is</p> <p>17 probable, that's in the Glenbrook school</p> <p>18 district. Hibbard Gardens where I live is New</p> <p>19 Trier. Fox Meadow is New Trier. Heatherfield</p> <p>09:42:49PM 20 would be Glenbrook South. Westgate would be one</p> <p>21 of the Glenview schools. Armour Woods is up in</p> <p>22 Lake Bluff, Lake Forest. Royal Ridge would be</p>	<p style="text-align: right;">247</p> <p>1 the, well --</p> <p>2 MS. MC MAHON: I mean if it's a less</p> <p>3 desirable school district, then I don't know if</p> <p>4 it is a valid comparison.</p> <p>5 MR. JAMES: We will get that for you</p> <p>6 sure.</p> <p>7 CHAIRMAN CASHMAN: So that the</p> <p>8 elementary district --</p> <p>9 MR. JAMES: Elementary and high school.</p> <p>09:44:29PM 10 MS. MC MAHON: Both.</p> <p>11 CHAIRMAN CASHMAN: That would be great.</p> <p>12 MR. JAMES: Could we just send that to</p> <p>13 you in a letter, would that work?</p> <p>14 CHAIRMAN CASHMAN: Yes. Just revise</p> <p>15 that spreadsheet and send it along.</p> <p>16 MR. JAMES: Okay. That's what we will</p> <p>17 do, add another column.</p> <p>18 CHAIRMAN CASHMAN: I think it will be</p> <p>19 good for the Board to see.</p> <p>09:44:39PM 20 MR. JAMES: Good. We will do that.</p> <p>21 MS. FIASCONE: Along the same lines on</p> <p>22 page 24 --</p>

<p style="text-align: right;">248</p> <p>1 MR. JAMES: Yes.</p> <p>2 MS. FIASCONE: It's Hinsdale</p> <p>3 single-family pricing and closing. Can you just</p> <p>4 confirm that that's District 181 Hinsdale</p> <p>5 prices? Because I have different numbers for</p> <p>6 the median price rages. Part of Hinsdale is not</p> <p>7 over in -- Golfview is not in District 181 and</p> <p>8 that would significantly lower that median price</p> <p>9 if it's included. So basically will you confirm</p> <p>10 if those numbers are District 181 only?</p> <p>11 MR. JAMES: 181. In terms of the 893?</p> <p>12 MS. FIASCONE: And the 930 and the</p> <p>13 \$1.12, yeah.</p> <p>14 MR. JAMES: Well, this is Hinsdale. I</p> <p>15 have to ask you a question, is all of Hinsdale</p> <p>16 in 181?</p> <p>17 MS. FIASCONE: No.</p> <p>18 MR. JAMES: No.</p> <p>19 MS. FIASCONE: So my numbers for</p> <p>20 January through September 2016, the median price</p> <p>21 is closer to 1.2.</p> <p>22 MR. JAMES: This came off the MLS just</p>	<p style="text-align: right;">250</p> <p>1 with the school district. Okay.</p> <p>2 MS. FIASCONE: Afterwards I can tell</p> <p>3 you if there is some not in the area.</p> <p>4 MR. JAMES: I'm at a disadvantage.</p> <p>5 MS. RYAN: One thing that concerns me</p> <p>6 is the modeling. I do hope that I would like to</p> <p>7 personally see some sort of, you know, housing</p> <p>8 that would allow people and the baby boomer</p> <p>9 group to go someplace after we are tired of the</p> <p>10 big house.</p> <p>11 The thing, though, and I know</p> <p>12 despite all the research you have done,</p> <p>13 etcetera, I think the millennials are setting a</p> <p>14 different standard. And I think Hinsdale is a</p> <p>15 perfect test case for them just based on myself</p> <p>16 trying to sell a house. And this is pretty --</p> <p>17 My house is not that old but this is pretty much</p> <p>18 what I fear. They are more concerned about I</p> <p>19 think the price point for millennials looking to</p> <p>20 get into Hinsdale in this development is pretty</p> <p>21 much perfect. They are not that concerned</p> <p>22 anymore about having a big yard. And the fact</p>
<p style="text-align: right;">249</p> <p>1 yesterday. There are, let's see, active</p> <p>2 listings in Hinsdale. And I don't -- Again, I</p> <p>3 don't know the district. There are 53 active</p> <p>4 listings. The average listing price is</p> <p>5 \$1,779,350. The average marketing time for</p> <p>6 those right now is 197 days. Under contract,</p> <p>7 there are 2. And the average listing price</p> <p>8 \$1,525,000. And the average marketing time was</p> <p>9 240 days, but I don't know the school district.</p> <p>10 MS. FIASCONE: Okay.</p> <p>11 MR. JAMES: Now this is right off the</p> <p>12 MLS.</p> <p>13 MS. FIASCONE: I'm sure it's correct.</p> <p>14 I just was curious if it had District 181.</p> <p>15 MR. JAMES: We had the figures. We had</p> <p>16 them for both Hinsdale and Burr Ridge combined.</p> <p>17 And I think at the last meeting you said, Could</p> <p>18 you get Hinsdale only; so that's what we did.</p> <p>19 But I did not get the school district, but I</p> <p>20 don't know if I can -- I've got the street</p> <p>21 addresses where they are located. I will see</p> <p>22 what we can -- Let me see what I can find out</p>	<p style="text-align: right;">251</p> <p>1 that Katherine Legge is right next door. You</p> <p>2 can roll your children over there. They can</p> <p>3 ride their bikes over there. They can access</p> <p>4 just a gem of a playground if you will.</p> <p>5 I think that they also are not that</p> <p>6 will interested in, you know, doing a whole lot</p> <p>7 of maintenance work. What I fear is that</p> <p>8 despite your best efforts to market to an age-</p> <p>9 targeted group. I do think there will be any</p> <p>10 number of millennial families looking, and this</p> <p>11 will be an ideal setting for them. And I know</p> <p>12 we can't exclude or try to exclude them, but it</p> <p>13 would kind of then defeat the purpose of trying</p> <p>14 to set up a housing option for people who are</p> <p>15 specifically looking to downsize and move to a</p> <p>16 development like this.</p> <p>17 I don't have the answer or the</p> <p>18 solution since you seem pretty concerned about</p> <p>19 restricted. But I really think we can't</p> <p>20 discount the impact of the millennials. Because</p> <p>21 just reading the other day things like parking</p> <p>22 garages are probably going to be a thing of the</p>

<p style="text-align: center;">252</p> <p>1 past because the millennials pretty much rely on 2 services such as Uber, Lyft, etcetera. 3 MR. JAMES: Absolutely right. 4 MS. RYAN: So I think it's just 5 something we have to think very seriously 6 because they are changing the face of our 7 culture. 8 MS. MC MAHON: I would like to echo 9 that because to me the number one reason to do 10 this project is to meet that demand of people 11 wanting to downsize. And so if other people end 12 up buying, it defeats the whole purpose of 13 really what we all want to do with this project. 14 CHAIRMAN CASHMAN: Which is -- If I 15 could just kind of switch gears, but on that 16 subject the whole issue of the homeowners 17 association covenants. I thought it was 18 fascinating to go through. Because my parents 19 at a point lived in an age-restricted community 20 and a lot of the covenants, it's interesting 21 some of the similarities. But a couple things 22 really jumped out at me. And I, I mean I don't</p>	<p style="text-align: center;">254</p> <p>1 Then it gets to no courts, play fields, 2 lounging, parking, baby carriages, playpens, 3 swing sets, bicycles, wagons, toys, vehicles, 4 and the like, and place and bench and chairs in 5 any of the common property except as authorized 6 or designated by the association. 7 So my first question is in this 8 development -- maybe you can show us a plan -- 9 what is common property. Is that basically all 10 the land around each one of these single-family 11 homes and each one of these duplexes? 12 MR. JAMES: You know, I have got that, 13 the definition in your ordinance about what 14 common property is. Let me see if I can -- 15 CHAIRMAN CASHMAN: And it will also be 16 important in how it's defined in the home owners 17 association. 18 MR. JAMES: In the current plat of 19 subdivision, all of the property within the 20 development is inside of a lot, designated lot 21 area. Now, for practical purposes, we would 22 call that private space. I can't go into your</p>
<p style="text-align: center;">253</p> <p>1 know where you guys stand; but I'm okay with 2 age-targeted so long as it's put together and 3 most likely with this tool, homeowner 4 association restrictions, and the design of the 5 buildings that it would appeal more 6 predominantly to people 55 and older with, if 7 they have kids, or they just have one. And 8 empty nesters would be, hopefully, 2/3 of the 9 group at least. 10 And if you go -- 11 MS. RYAN: It needs to be more than 12 that to make their numbers work. 13 CHAIRMAN CASHMAN: We will get to that 14 later because I have a bigger beef just about 15 those numbers. But if you go to the covenants 16 starting on page 28, this is where it gets into 17 this Article 9, use of lots and common property. 18 I'm disappointed you can't have pigs. 19 But it talks about pets, which is 20 good. We are talking about a dog park over at 21 Katherine Legge. But it really gets into, first 22 thing is about not hanging out laundry, trash.</p>	<p style="text-align: center;">255</p> <p>1 backyard, you can't come into mine, whether it's 2 a private fence or just common courtesy. The 3 homeowners association will have common property 4 in those three parks that we showed on the -- 5 Yes, the yellow, yes. Correct. 6 And then, but I think the -- Rob, 7 you can help me with this. Again, they call 8 open space anything that doesn't have anything 9 above it. 10 CHAIRMAN CASHMAN: Right. 11 MR. JAMES: Our definition of common 12 property would be anything that more than one -- 13 Common property would be property that other 14 than those who are abutting it can use, that 15 would be those parks. 16 CHAIRMAN CASHMAN: Yes. So if you look 17 at this first paragraph, and these are the 18 things we talked about briefly before. You 19 know, you know, play sets and everything; that 20 means basically I can put a play set in my yard. 21 If I have one of those single family, I could 22 have play sets, I could have toys, I could do</p>

<p>256</p> <p>1 whatever.</p> <p>2 MR. JAMES: No. I don't think that's</p> <p>3 the case.</p> <p>4 MR. BALAS: We can change the language</p> <p>5 on that. We can change the language.</p> <p>6 CHAIRMAN CASHMAN: Yes. Well, that's</p> <p>7 where I wanted to ask about that.</p> <p>8 MR. BALAS: So the fee simple lots are</p> <p>9 10,000 minimum, that was I think that is a</p> <p>09:53:27PM 10 template that we had used.</p> <p>11 CHAIRMAN CASHMAN: I was thinking that</p> <p>12 could be the case because, obviously, this is a</p> <p>13 starting point. But to me like an age-</p> <p>14 restricted community, you know, because this</p> <p>15 property, the land next to these single-family</p> <p>16 homes, they are not mowing that grass. That's</p> <p>17 basically being maintained by the homeowners</p> <p>18 association, correct? Around the single</p> <p>19 families and around the duplexes, correct?</p> <p>09:53:53PM 20 MR. JAMES: Yes.</p> <p>21 CHAIRMAN CASHMAN: So in my mind if we</p> <p>22 are trying to get the target audience to be the</p>	<p>258</p> <p>1 found that to be the case in all the homes that</p> <p>2 we build, the empty-nester, age-targeted. They</p> <p>3 just don't appeal to the children, parents want</p> <p>4 to be --</p> <p>5 CHAIRMAN CASHMAN: I'm a tough sell on</p> <p>6 that because, as I told you, I grew up with a</p> <p>7 1st floor master bedroom and we had four kids</p> <p>8 bouncing around the neighborhood.</p> <p>9 MR. JAMES: As I say, this is just our</p> <p>09:55:17PM 10 experience.</p> <p>11 CHAIRMAN CASHMAN: Right. So back to</p> <p>12 this, this first paragraph, my thought is we</p> <p>13 need to add some more things in here and need to</p> <p>14 get to this issue, whether this is common</p> <p>15 property or how the other space is defined.</p> <p>16 MR. JAMES: Yes.</p> <p>17 CHAIRMAN CASHMAN: And the other thing</p> <p>18 I would like to see added would be --</p> <p>19 MR. JAMES: What was that paragraph</p> <p>09:55:34PM 20 again under lot use?</p> <p>21 CHAIRMAN CASHMAN: Basically on the top</p> <p>22 of page 29, starts on page 28.</p>
<p>257</p> <p>1 empty nesters, that's one thing you need to do</p> <p>2 is appeal to what do families bring to a</p> <p>3 neighborhood. And it's portable basketball</p> <p>4 hoops. It's permanent basketball hoops. It's</p> <p>5 soccer balls. It's trampolines. It's batting</p> <p>6 cages. It's dogs runs. It's all those things.</p> <p>7 And they need to be restricted not just on the</p> <p>8 common property but on all the property.</p> <p>9 Because then I really think, if you look at</p> <p>09:54:21PM 10 this, a family, like you said earlier, and I</p> <p>11 see, okay, I could spend a million two here, or</p> <p>12 a million two on these houses that are around</p> <p>13 town, if I'm a family and I want that outdoor</p> <p>14 experience, I will go somewhere else because I</p> <p>15 will see these restrictions.</p> <p>16 MR. JAMES: I think there is one other</p> <p>17 issue that I wanted to raise. All of our homes</p> <p>18 have 1st floor master bedrooms. And we have all</p> <p>19 had our children and now we have grandchildren.</p> <p>09:54:46PM 20 And I, we, my wife and I, when we raised our</p> <p>21 four children, we wanted to be on the same</p> <p>22 sleeping level as our children. And we have</p>	<p>259</p> <p>1 MR. JAMES: Of the declaration.</p> <p>2 CHAIRMAN CASHMAN: Article 9.</p> <p>3 MS. MC MAHON: Yes, the declaration.</p> <p>4 CHAIRMAN CASHMAN: Article 9, use of</p> <p>5 lots on common property.</p> <p>6 MR. JAMES: Okay, great.</p> <p>7 CHAIRMAN CASHMAN: Starts on page 28,</p> <p>8 goes to 29.</p> <p>9 So some other things that I think</p> <p>09:55:52PM 10 would be helpful to add, and I thought I even</p> <p>11 heard these comments when you initially</p> <p>12 presented to the Board, basketball backstops,</p> <p>13 soccer, Lacrosse, hockey goals, batting cages,</p> <p>14 trampolines, dog runs. I think if those could</p> <p>15 be added, inflatable or portable pools.</p> <p>16 MR. JAMES: Yes. We can go down that</p> <p>17 whole list.</p> <p>18 CHAIRMAN CASHMAN: Because then I think</p> <p>19 even though age targeted, that's going to make a</p> <p>09:56:18PM 20 difference.</p> <p>21 MR. JAMES: Sure.</p> <p>22 CHAIRMAN CASHMAN: So that was on</p>

<div>260</div> <div> <p>1 page 29. But then later on page, page 33. And</p> <p>2 this would be on the same article, I guess, 18.</p> <p>3 It says, There shall be no athletic or</p> <p>4 playground equipment permitted in the front yard</p> <p>5 of a lot or where it was clearly visible from</p> <p>6 the street and all such equipment shall be</p> <p>7 stored inside between November 1st and</p> <p>8 April 1st. I think that needs to be revised to</p> <p>9 read, There shall be no athletic equipment or</p> <p>10 playground equipment permitted in the front,</p> <p>11 rear, or side yard of lot. And strike anything</p> <p>12 having to do with yours because that's basically</p> <p>13 saying I can have, you know, I can have, playing</p> <p>14 soccer in the back yard and set a couple goals</p> <p>15 up and be doing that, which is fine, because I</p> <p>16 think again, as, I don't remember the</p> <p>17 gentleman's name, this could be from another</p> <p>18 development. And it's a starting point. But I</p> <p>19 think that's important.</p> <p>20 And the remainder, last sentence</p> <p>21 says, There shall be no temporary or permanent</p> <p>22 basketball hoops installed, which I think is</p> </div> <div> <p>09:56:52PM</p> <p>09:57:19PM</p> </div>	<div>262</div> <div> <p>1 Briarwood but I personally -- That concerns me</p> <p>2 about that. Granted, I also have my other</p> <p>3 concerns about young people coming in to live in</p> <p>4 these so --</p> <p>5 MS. CRNOVICH: I think basically what</p> <p>6 Mary and Laurie was saying, what about -- I'm</p> <p>7 sorry, but back to what they were saying about</p> <p>8 age restricted. What about families moving in</p> <p>9 with older children where they don't need the</p> <p>10 trampolines but moving into Hinsdale for</p> <p>11 District 86, not just necessarily 181? I mean I</p> <p>12 would be more comfortable with less</p> <p>13 single-family homes and more of the duets.</p> <p>14 CHAIRMAN CASHMAN: I said that at the</p> <p>15 last meeting. If I was moving in, I would go</p> <p>16 for one of the duplexes.</p> <p>17 MS. CRNOVICH: Yes.</p> <p>18 CHAIRMAN CASHMAN: Those appeal to me.</p> <p>19 And back to your comment, I don't think density</p> <p>20 is necessarily a bad thing. I think there is --</p> <p>21 I love the fact that this is a very isolated</p> <p>22 property. You know, you have had,</p> </div> <div> <p>09:59:01PM</p> <p>09:59:22PM</p> </div>
<div>261</div> <div> <p>1 fine; so I think they can keep that. I just</p> <p>2 kind of think about how you make this work and</p> <p>3 get to the age-targeted and having it successful</p> <p>4 without putting all those other restrictions in</p> <p>5 place. And I think by, this is going to be</p> <p>6 important.</p> <p>7 MR. JAMES: We will go through the</p> <p>8 pages. I have got 28, 29, and 33.</p> <p>9 CHAIRMAN CASHMAN: Yes.</p> <p>10 MR. JAMES: And we will address those</p> <p>11 and get something back to you. And then we will</p> <p>12 also get to the high school districts for the --</p> <p>13 Yes.</p> <p>14 MS. FIASCONE: I agree with you on that</p> <p>15 language. I actually am against age-restricted.</p> <p>16 I'm a little worried that, if we do that, we</p> <p>17 would risk ending up where we are at right now</p> <p>18 with something sitting. For example, Burr Ridge</p> <p>19 Club, which is age targeted, only has 3 homes</p> <p>20 for sale right now whereas Briarwood in</p> <p>21 Oak Brook, which is age restricted, has 25</p> <p>22 listings. Granted, there is more units in</p> </div> <div> <p>09:57:47PM</p> <p>09:58:19PM</p> </div>	<div>263</div> <div> <p>1 unfortunately, ten years for the landscaping to</p> <p>2 grow along the streets. I mean you can barely</p> <p>3 see in. You don't even know what's going on in</p> <p>4 there, it's pretty well-shielded. And we have</p> <p>5 in the front people over in Burr Ridge, backs up</p> <p>6 to those yards. But then the hospital to the</p> <p>7 south.</p> <p>8 You know, the density doesn't</p> <p>9 concern me as much. And I want it to be a</p> <p>10 valuable asset for the community where many</p> <p>11 people would see this as the option, you know,</p> <p>12 kids go off to college, move out of the house,</p> <p>13 they get married. And all of a sudden, how do</p> <p>14 you stay in the community. And this is a great</p> <p>15 location.</p> <p>16 MS. CRNOVICH: But I'm also respectful</p> <p>17 of the fact of the current zoning, I mean you</p> <p>18 bought it R-2. It is R-2. This still concerns.</p> <p>19 MR. JAMES: The R-2 category, and I</p> <p>20 don't want to speak for Hinsdale because I'm</p> <p>21 not -- I'm not entitled to do that. But we</p> <p>22 have been told by the Plan Commission before by</p> </div> <div> <p>09:59:50PM</p> <p>10:00:15PM</p> </div>

<p style="text-align: center;">264</p> <p>1 one of trustees now that when the property was 2 annexed, which is a standard I think that, and 3 Rob, you can vouch for this, the properties are 4 brought in at the most restrictive category, 5 which would be R-2. And then the trustees or 6 the Village or the Plan Commission can decide 7 what to do with it at a later date. So that's 8 the basis on which this property was brought in. 9 They had a conditional use for the 10 sanitarium, as they do for the hospital there. 11 But the hospital, I don't think is going to go 12 away any time soon, at least not in our lifetime 13 and my lifetime. 14 But changing it from R-2 to this 15 planned development in an R-2 text amendment 16 change I think is beneficial, as we tried to, 17 show not only to the Village, to the schools. 18 And I think it's going to provide something you 19 just don't have in Hinsdale right now. It's 20 just not there. I mean the Hamptons is a lovely 21 project, there is nothing wrong with the 22 Hamptons. But you still have to go up those</p> <p>10:00:55PM 10:01:32PM</p>	<p style="text-align: center;">266</p> <p>1 talked about, the row houses downtown, all over 2 the downtown area. It's coming for a long time. 3 This is going to be a unique opportunity. But I 4 think then when you look at the approval process 5 for the planned development and special use, 6 that's where it allows, you have to have 7 increased open space, there has to be public 8 benefit. 9 MS. CRNOVICH: Exactly. 10 CHAIRMAN CASHMAN: And I think that 11 allows concessions to be made to help a 12 developer do something that's not normally 13 allowed by the code but giving general Village 14 benefits and that our goal is to try to get to 15 that end. 16 MS. CRNOVICH: And I agree with you. 17 But again, I think we seriously need to consider 18 that he bought it R-2, it is zoned R-2, and now 19 you are asking for something different. And I 20 realize you want to give back in the way of a 21 dog park. But then I'm thinking of the 22 variances this will require, but we do need</p> <p>10:02:49PM 10:03:12PM</p>
<p style="text-align: center;">265</p> <p>1 stairs to get in. Or once you are in, you have 2 got to go up the stairs. And that's just not 3 the case what we are offering. You may go up 4 one step, a stoop, or what have you; but that 5 can be handled. And so it's just not available. 6 CHAIRMAN CASHMAN: I think it's a 7 really good point, but I think our code is 8 really interesting. It's really, it's a 9 residential zoning ordinance. It states it all 10 over it's a residential community. Its number 11 one goal is to preserve and enhance that. So to 12 me it makes sense, any change like that would 13 revert to the most restrictive. 14 But I think that's also why they 15 have Commissions like us and the Board to make 16 the -- 17 MR. JAMES: That's right. 18 CHAIRMAN CASHMAN: The rule doesn't 19 always apply. And there needs to be exceptions 20 to the rule. And if all the houses were built 21 today, we wouldn't be having this conversation. 22 But this has been -- empty-nester has been</p> <p>10:02:08PM 10:02:22PM</p>	<p style="text-align: center;">267</p> <p>1 empty-nester housing. I'm not sure if your plan 2 to me is a definition of empty-nester housing. 3 It's still going to be very appealing to younger 4 families seeking out the school districts. 5 MR. JAMES: I lost some by my 6 hearing -- 7 CHAIRMAN CASHMAN: I don't think there 8 is any way, there is no way to cover that due to 9 age restricted to stop that other than by the 10 design if you are a young family. I would 11 agree. It probably wouldn't be young families. 12 It might be older families. And say they move 13 in and stayed there, and the kids go to Hinsdale 14 Central and they move out, in my mind, so be it. 15 MS. CRNOVICH: There are families who 16 live just for -- 17 CHAIRMAN CASHMAN: That's going to be 18 the nature of the beast. I don't think that 19 would be a huge detriment to the town, that 20 family, or to the school district. I mean I 21 talked to both superintendents, and they really 22 don't have a concern about density, about</p> <p>10:03:41PM 10:04:01PM</p>

<div>268</div> <div>1 students coming. Because to be honest, they</div> <div>2 have no control over who comes to the school. I</div> <div>3 mean it's completely, they just respond and they</div> <div>4 educate our kids if they show up to register.</div> <div>5 MS. CRNOVICH: But then again --</div> <div>6 CHAIRMAN CASHMAN: I mean I guess</div> <div>7 that's where I'm kind of curious to see and the</div> <div>8 Commissioners just on this one issue, age</div> <div>9 targeted versus age restricted. I appreciate</div> <div>10 you have on each presentation you've really</div> <div>11 delved into the reasons for and against in your</div> <div>12 mind.</div> <div>13 I'm just kind of curious. I</div> <div>14 personally am comfortable with the age-targeted</div> <div>15 so long as we focus on these other areas. And</div> <div>16 we can try to improve the probability that it</div> <div>17 will be mostly an empty-nester housing. Will it</div> <div>18 be the 100 percent? Probably not. It might be</div> <div>19 at some point. It just depends. But I think if</div> <div>20 we can get close enough. And if it was 2/3</div> <div>21 empty-nester or 3/4, that would be a lot that we</div> <div>22 don't have right now, it would be a benefit.</div>	<div>270</div> <div>1 and the trustee that when we first were, you</div> <div>2 know, moved to assigned to come and talk to you,</div> <div>3 the comment was -- and I think it was at that</div> <div>4 meeting, this was brought in for -- brought in</div> <div>5 at R-2 so that we had the right and the</div> <div>6 opportunity to change the zoning at a future</div> <div>7 date to something else.</div> <div>8 Now the building is gone, and you</div> <div>9 have R-2 and is that the best -- Is that the</div> <div>10 best locations for R-2? Is that the highest and</div> <div>11 best use for the land? Does that satisfy a</div> <div>12 need? Does that fill a need? You have got two</div> <div>13 arterial roads, 55th and County Line on either</div> <div>14 side. You have the parking lot for the hospital</div> <div>15 on the south. You have KLM park on the south.</div> <div>16 And you have a pond on the east and Burr Ridge</div> <div>17 east of that.</div> <div>18 And I would like to comment on the</div> <div>19 relationship to KLM park to our property. It's</div> <div>20 similar and probably not even as good as</div> <div>21 Fox Meadow. And you know what we did at the</div> <div>22 corner of Waukegan and Willow? We did 53</div>
<div>269</div> <div>1 And then as time, as people pass and people</div> <div>2 move, it could change. And it could at some</div> <div>3 point, if these people, properties kind of stay</div> <div>4 within -- and it becomes an empty-nester type of</div> <div>5 community, maybe it will kind of generate its</div> <div>6 own -- That's where people want to live when</div> <div>7 they are empty nesters because they are of the</div> <div>8 same age, and they have -- It's just that kind</div> <div>9 of feel to it.</div> <div>10 But I mean, Anna, you said</div> <div>11 basically you are okay with age targeted.</div> <div>12 Julie, what do you think, where do you sit on</div> <div>13 the age targeted versus age restricted?</div> <div>14 MS. CRNOVICH: I would prefer age</div> <div>15 restricted, but I do understand the economics of</div> <div>16 that. I guess right now I'm more hung up on it</div> <div>17 being R-2. You bought into R-2, it's zoned R-2,</div> <div>18 why should we change that.</div> <div>19 CHAIRMAN CASHMAN: That's a good</div> <div>20 question.</div> <div>21 MR. JAMES: My only answer to that is</div> <div>22 it goes back to the Plan Commission years ago</div>	<div>271</div> <div>1 empty-nester homes similar to what we are</div> <div>2 proposing here. And all be it at a higher</div> <div>3 density, but we took the corner of Willow Road</div> <div>4 and Waukegan, just across the street from the</div> <div>5 Kraft, old Kraft headquarters. And between New</div> <div>6 Trier, the park district and ourselves,</div> <div>7 whatever, we created soccer fields and ball</div> <div>8 fields. And we have no children at Fox Meadow.</div> <div>9 I mean there is a parking lot there, everything.</div> <div>10 I think it's no children but --</div> <div>11 CHAIRMAN CASHMAN: You say Fox Meadow.</div> <div>12 If you drive down Willow, it has the dense</div> <div>13 landscaping that currently exists on County Line</div> <div>14 and 55th. I told Mr. James how that one house I</div> <div>15 wish would go away. I understand he has \$1.5</div> <div>16 into it so I can understand that. I like the</div> <div>17 fact that it's green, and you really can't see</div> <div>18 what's going on there. It's a perfect</div> <div>19 transition from north of 55th Street all the</div> <div>20 homes that are there in southeast Hinsdale. I</div> <div>21 don't see them as having any kind of detrimental</div> <div>22 effect. Because, number one, you can't see it.</div>

<p style="text-align: center;">272</p> <p>1 You can't even see them really. They have a lot 2 of kind of green barrier along the north side of 3 the street. So it's a tricky, tricky issue. 4 But I'm just kind of curious, age-restricted, 5 age-targeted. 6 MR. WILLOWBEE: I'm more in favor of 7 age targeted with the covenants and 8 restrictions. 9 MR. JAMES: Did you say age targeted? 10 MR. WILLOWBEE: Yes. 11 MS. MC MAHON: I still have a concern 12 about that, whether that's really doable and 13 will it get us to where we want to be. 14 The other concern I have is, going 15 back to the public benefit, we threw out the 16 idea of a dog park, which I thought was a great 17 idea. I'm assuming that's something if it comes 18 to pass that since the Village owns KLM that can 19 be achieved looking at Rob here. 20 But I think maybe there is more 21 opportunity to do a little more than that. And 22 maybe at KLM isn't the place to do it, I don't</p>	<p style="text-align: center;">274</p> <p>1 mentioned it. It hit me because, you know, we 2 have got grand dogs all over the place. And 3 daughters and sons and grandchildren are always 4 walking them someplace. And I think just think 5 it would be a perfect spot for it. 6 CHAIRMAN CASHMAN: Again, I think it's 7 back to something that's public. 8 Regardless of where you lived in 9 town or even in Burr Ridge, the neighborhood, 10 that somebody could come over and use it. 11 MR. JAMES: The other thing I might add 12 is we did pay \$720,000 some 7 to 10 years ago 13 and for the park district, for the park fund, 14 whatever it was; so this is in addition to that. 15 CHAIRMAN CASHMAN: So you are just 16 concerned that without age restriction that this 17 might not work? 18 MS. MC MAHON: That it might not 19 achieve the goal of the empty nester primarily. 20 And by primarily, I mean at least 80 percent of 21 true empty nesters. 22 MS. CRNOVICH: My echo --</p>
<p style="text-align: center;">273</p> <p>1 know. But that didn't seem like that big of a 2 thing so -- 3 CHAIRMAN CASHMAN: I would like to loop 4 back to the dog park. Because I think it's a 5 start, but I don't think it's where I want to 6 exactly end up. 7 MS. CRNOVICH: And my opinion about the 8 dog park, we already have a dog park. I would 9 rather see something else. 10 CHAIRMAN CASHMAN: But not really. 11 MS. MC MAHON: We don't have a fenced 12 one. 13 CHAIRMAN CASHMAN: It's restricted to 14 just to certain hours of the day. 15 MR. JAMES: I will make an observation. 16 In recent weeks this past summer, I came out 17 many, many times to the property and to look at 18 it. Not once, not once did I drive in to the 19 property and not see a car or two parked and 20 walking their dogs and what have you. And I 21 thought to myself, that's wonderful. And I had 22 not thought of a dog park at all but you</p>	<p style="text-align: center;">275</p> <p>1 CHAIRMAN CASHMAN: It's a leap of 2 faith. 3 MS. CRNOVICH: It's a leap of faith. 4 It's new construction. You have people wanting 5 to move in, schools. 6 MS. MC MAHON: Some of the information 7 here like the additional tax returns. To me, 8 it's kind of peanuts. Those numbers are pretty 9 small in the scheme of things. But the real 10 benefit is getting, you know, these homes for 11 the -- 12 CHAIRMAN CASHMAN: One concern I have 13 is, I mean my hope is if we, if there is 14 restrictions, I mean I like the idea of taking 15 the 24 units that have a standard basement and 16 going crawl space and no basement. Because I do 17 think that that can allow additional -- It 18 would be more attracting to families with a 19 basement. 20 MS. CRNOVICH: I thought that's what we 21 were talking about, no basements, at the last 22 meeting.</p>

<p style="text-align: center;">276</p> <p>1 CHAIRMAN CASHMAN: It was something. I 2 was curious about Michael's comment about that. 3 I agree with him, I don't like slab on grades 4 either. But a crawl space is no different and 5 if that eliminates, just on those 24, that's a 6 sizeable chunk of the group, that I think would 7 again help to improve the probability, the 8 chance of this working. 9 And, you know, if you say 15 grand 10 a unit, then that's helping. It's been 11 criticism that the price point is too high. And 12 you are a businessman, and you can set the price 13 points where they are. If they don't sell, then 14 I imagine the price points will come down. So 15 that's capitalism. But I think everything we 16 can try to find that can help. But I understand 17 your thing with the age restrictive makes it 18 simple because it's black and white. 19 MS. MC MAHON: Don't need as much 20 faith. 21 CHAIRMAN CASHMAN: You don't need to 22 have faith.</p>	<p style="text-align: center;">278</p> <p>1 MS. MC MAHON: Well, I understand that. 2 MR. JAMES: And by these studies, which 3 I didn't even know existed until we researched 4 it, they were shocking, that it was up to a 5 22 percent discount on the price. That's a lot 6 of money. 7 MS. MC MAHON: Where were those -- I 8 don't know where those, were those national 9 studies or some other areas? I don't know that 10 those are applicable. 11 MR. JAMES: No. These are published 12 studies by learned real estate professors from 13 the universities. 14 MS. MC MAHON: Certainly the one -- 15 MR. JAMES: This is not statistical, 16 you know, MLS stuff. This is -- 17 MS. MC MAHON: Well, the one you put in 18 there, the Mallinckrodt, I don't think that's 19 applicable at all. It's completely different. 20 MR. JAMES: Mallinckrodt was an example 21 of trying to do something without really 22 understanding what it was they were doing. And</p>
<p style="text-align: center;">277</p> <p>1 MR. JAMES: You have got to think, 2 though, when you talk age restricted, you have 3 got to think of what you are selling to a 4 purchaser who says, Okay, that's fine. And then 5 he or she, two, three, four, five, years, comes 6 to sell the unit and, as was said over here, you 7 have got two homes similar qualities and all 8 things, one has the restriction the other 9 doesn't. 10 MS. MC MAHON: But we don't have a 11 similar home to that, that's the thing, we 12 don't. 13 MR. JAMES: The Savoy Club. 14 MS. MC MAHON: That's not in Hinsdale. 15 MR. JAMES: I understand. Well, there 16 is nothing in Hinsdale, nothing. 17 MS. MC MAHON: That's my point. 18 CHAIRMAN CASHMAN: That's where it's 19 tough. There is not a good comparable. 20 MR. JAMES: The people, they will, any 21 deed restriction is an impediment to the sales. 22 It reduces --</p>	<p style="text-align: center;">279</p> <p>1 they did this in good faith, and that was to 2 make it age restricted. They had the people who 3 wanted to preserve the building. They wanted to 4 provide for elderly. And then there was one 5 other group, and they all got together. And we 6 told the Village, okay, you went to a referendum 7 if you want to buy it, we will sell it to you. 8 And sure enough, the referendum passed and 9 nobody thought it would. And they bought it. 10 And they had the age restriction of 62 instead 11 of the typical 55. And as a result, they had 25 12 of the 81 units unsold after 5 years and the 13 developer lost the project. 14 Then the new developer came in. 15 And the village and the developer got together 16 and they reduced it to 55 as the age restricted, 17 but then the developer slashed the prices and 18 all those other 50, 60 people who had bought 19 suffered, you know, significant losses of value 20 to their units. 21 And as I said before, it's -- 22 MS. MC MAHON: I'm just not sure that</p>

<p style="text-align: right;">280</p> <p>1 project is a relevant comparison.</p> <p>2 MR. JAMES: It is not crazy, but it is</p> <p>3 crazy. We are a fiduciary about what we sell</p> <p>4 and what we develop. And we are very proud of</p> <p>5 the fact that every single development that we</p> <p>6 have ever put on the ground has appreciated in</p> <p>7 value, and it's not depreciated the surrounding</p> <p>8 community or the neighbors or what have you.</p> <p>9 They have all been successful. And I just don't</p> <p>10 think we want to change that on a thought that</p> <p>11 it might. Because it, all of our records, all</p> <p>12 of the statistics show that it just doesn't.</p> <p>13 People aren't going to go into an age-</p> <p>14 restricted with young children. They are just</p> <p>15 not going to do it. It just doesn't make sense.</p> <p>16 MS. MC MAHON: Age targeted.</p> <p>17 CHAIRMAN CASHMAN: Age targeted.</p> <p>18 MR. JAMES: Consider this, those kids</p> <p>19 are landlocked. They have got an arterial</p> <p>20 street on the west, one on the north. And they</p> <p>21 can't get to the east. And they do have the</p> <p>22 park on the south, but it's way at the far end.</p>	<p style="text-align: right;">282</p> <p>1 CHAIRMAN CASHMAN: Yes. They said it</p> <p>2 was important to study the issue and be</p> <p>3 thorough.</p> <p>4 MR. PETERSON: So I mean I haven't seen</p> <p>5 any real --</p> <p>6 CHAIRMAN CASHMAN: No.</p> <p>7 MR. PETERSON: I saw two be carefult</p> <p>8 and be considerate. But otherwise the Village</p> <p>9 is speaking, and I think that's something we</p> <p>10 need.</p> <p>11 CHAIRMAN CASHMAN: I agree.</p> <p>12 MS. CRNOVICH: Speaking of the letters,</p> <p>13 the letters that you sent to us or forwarded to</p> <p>14 us on Friday, Rob, from the February 2 meeting,</p> <p>15 Board of Trustees, are those going to be</p> <p>16 considered part of the public record?</p> <p>17 MR. MC GINNIS: Yes, they would.</p> <p>18 MS. CRNOVICH: I noticed they weren't</p> <p>19 in the packet, and I think it's important that</p> <p>20 we --</p> <p>21 CHAIRMAN CASHMAN: Wouldn't you need to</p> <p>22 White-out all the e-mail addresses?</p>
<p style="text-align: right;">281</p> <p>1 And that's a nice feature. But here again, we</p> <p>2 have the same feature, a lot nicer with</p> <p>3 irrigated ball fields and what have you,</p> <p>4 sprinkler system, and the whole thing. We don't</p> <p>5 have any children in Fox Meadow.</p> <p>6 CHAIRMAN CASHMAN: Scott, what are your</p> <p>7 thoughts on targeted versus restricted?</p> <p>8 MR. PETERSON: Targeted. But I think</p> <p>9 the covenants and conditions have to be very,</p> <p>10 very tight.</p> <p>11 MR. JAMES: We will tighten those up.</p> <p>12 MR. PETERSON: We need to do that and I</p> <p>13 think we see that in order to protect it best we</p> <p>14 can. We are not going to make it perfect, but</p> <p>15 we have to try to.</p> <p>16 CHAIRMAN CASHMAN: Right.</p> <p>17 MR. PETERSON: And I just think from a</p> <p>18 standpoint of all these e-mails that we have,</p> <p>19 the people kind of keep track. We have had</p> <p>20 42 people comment that I have, and 2 people were</p> <p>21 wishy-washy about it. Otherwise everybody else</p> <p>22 is looking for this.</p>	<p style="text-align: right;">283</p> <p>1 MR. MC GINNIS: That's why we didn't.</p> <p>2 I didn't want to publish all of those people's</p> <p>3 e-mail addresses. That's why I'm very careful</p> <p>4 to blind copy it, send it back out, and not give</p> <p>5 that information to the applicant. So certainly</p> <p>6 we will go ahead and redact all that information</p> <p>7 and make that part of the record.</p> <p>8 CHAIRMAN CASHMAN: When Chan comes</p> <p>9 back.</p> <p>10 MR. MC GINNIS: Next week.</p> <p>11 CHAIRMAN CASHMAN: Another to do item.</p> <p>12 MS. CRNOVICH: When does he get back?</p> <p>13 CHAIRMAN CASHMAN: Mary?</p> <p>14 MS. RYAN: As I said, I would be very</p> <p>15 much in support of a targeted marketing plan, if</p> <p>16 you will, and really fine tuning and tweaking</p> <p>17 the language to make it as -- try to think of</p> <p>18 everything including the kitchen sink in there.</p> <p>19 And I also like the idea of, even if it's for</p> <p>20 some piece of project, to go with a crawl space</p> <p>21 option. I think that would help as well.</p> <p>22 MR. JAMES: What?</p>

<div>284</div> <div> <div>1</div> <div>MS. RYAN: A crawl space option versus</div> <div>2</div> <div>a full basement.</div> <div>3</div> <div>MR. JAMES: Sure. It would be an</div> <div>4</div> <div>option. The other day I called the Savoy Club.</div> <div>5</div> <div>I talked to a woman over there, one of the</div> <div>6</div> <div>residents. And she happened to be a real estate</div> <div>7</div> <div>broker. I didn't know her but I just got her on</div> <div>8</div> <div>the phone and start chatting. And she said the</div> <div>9</div> <div>one thing that they really do like is storage.</div> <div>10</div> <div>They want storage. Because they are coming out</div> <div>11</div> <div>of their home. And my wife and I experienced</div> <div>12</div> <div>this. They don't want to give up the, quote,</div> <div>13</div> <div>mom's antique dining room table, so they store</div> <div>14</div> <div>it someplace in hope one of the kids will take</div> <div>15</div> <div>it later on when they have got the house; so</div> <div>16</div> <div>that's what they use it for or whatever.</div> <div>17</div> <div>CHAIRMAN CASHMAN: I have a concern</div> <div>18</div> <div>though, with a more senior empty nesters, I</div> <div>19</div> <div>think the basement is a hazard.</div> <div>20</div> <div>MR. JAMES: Well, I don't --</div> <div>21</div> <div>CHAIRMAN CASHMAN: That's where I</div> <div>22</div> <div>really like the idea. And I appreciate, you</div> </div>	<div>286</div> <div> <div>1</div> <div>option it's included. Why would you go</div> <div>2</div> <div>backwards?</div> <div>3</div> <div>MR. JAMES: Here is the other feature.</div> <div>4</div> <div>Some of those basements, and I don't have the</div> <div>5</div> <div>page in front of me --</div> <div>6</div> <div>CHAIRMAN CASHMAN: Well, just so that</div> <div>7</div> <div>people can't use it as storage. If it's only --</div> <div>8</div> <div>If it goes through this process, and basically</div> <div>9</div> <div>is built into the special use permit, that those</div> <div>10</div> <div>24 will not have basements, cannot have</div> <div>11</div> <div>basements, then they will build crawl spaces, no</div> <div>12</div> <div>basements.</div> <div>13</div> <div>MR. PETERSON: I have a problem with</div> <div>14</div> <div>that from the cost and not having the ability to</div> <div>15</div> <div>do that. I think that's going to hurt the</div> <div>16</div> <div>resale value.</div> <div>17</div> <div>CHAIRMAN CASHMAN: Versus having the</div> <div>18</div> <div>option?</div> <div>19</div> <div>MR. PETERSON: That's my -- You are</div> <div>20</div> <div>spending a lot of money. And you don't have</div> <div>21</div> <div>a --</div> <div>22</div> <div>CHAIRMAN CASHMAN: I really think the</div> </div>
<div>285</div> <div> <div>1</div> <div>identify the 24. In my mind, I think those</div> <div>2</div> <div>would be great, but those are crawl spaces only.</div> <div>3</div> <div>Because you'll still have all the remaining</div> <div>4</div> <div>structures that could have full basements. So</div> <div>5</div> <div>someone that wanted the storage space would have</div> <div>6</div> <div>it.</div> <div>7</div> <div>But we would again take this group</div> <div>8</div> <div>of houses and then take 24 of them and restrict</div> <div>9</div> <div>that ability to store. And you know, Michael</div> <div>10</div> <div>had a good point. People are constantly</div> <div>11</div> <div>building basements out in town with no permits</div> <div>12</div> <div>and that happens. So I don't think our building</div> <div>13</div> <div>code is not going to stop somebody from doing</div> <div>14</div> <div>something.</div> <div>15</div> <div>MS. CRNOVICH: I agree with you. Yes.</div> <div>16</div> <div>CHAIRMAN CASHMAN: That again is just</div> <div>17</div> <div>chipping away at the goal. If we took them out</div> <div>18</div> <div>of this 59, and now you have 24 of them that</div> <div>19</div> <div>don't have a basement as an option, I think</div> <div>20</div> <div>that's just going to make it more attractive to</div> <div>21</div> <div>an empty-nester community versus a family.</div> <div>22</div> <div>MALE VOICE: But the basement is not an</div> </div>	<div>287</div> <div> <div>1</div> <div>homeowners association covenants is where the</div> <div>2</div> <div>teeth are to really make it focused on the</div> <div>3</div> <div>seniors. My parents lived in an age-restricted</div> <div>4</div> <div>community and that was the teeth, and it really</div> <div>5</div> <div>did. When they went to sell, it limited the</div> <div>6</div> <div>pool of people that could look at their</div> <div>7</div> <div>property. But they bought into that, they</div> <div>8</div> <div>wanted it that way. When people came to visit,</div> <div>9</div> <div>it was short-term visits. You weren't going to</div> <div>10</div> <div>show up and be there for a year with a bunch of</div> <div>11</div> <div>kids in tow.</div> <div>12</div> <div>So it just was an idea. I'm okay</div> <div>13</div> <div>with the basements, without them. I want it to</div> <div>14</div> <div>be successful.</div> <div>15</div> <div>FEMALE VOICE: Steve, have you guys</div> <div>16</div> <div>done a field trip to the Hamptons, been to the</div> <div>17</div> <div>townhouses?</div> <div>18</div> <div>CHAIRMAN CASHMAN: A field trip? No,</div> <div>19</div> <div>we have not done it.</div> <div>20</div> <div>FEMALE VOICE: They have no basements</div> <div>21</div> <div>and they are absolutely beautiful, but there is</div> <div>22</div> <div>a lot of storage. There is tons of storage.</div> </div>

<p style="text-align: right;">288</p> <p>1 CHAIRMAN CASHMAN: Actually, we had a 2 family member, our good friend, who retired, 3 went empty-nester, lived in downtown Hinsdale, 4 went to Graue Mill. And both of them -- If they 5 had a basement, they would have died a lot 6 younger. Because in the end falls are what kill 7 you. And it's, they were even -- They 8 restricted, they had an upstairs. And when they 9 were younger, they get to go up there. When 10 they got into the 80s, they quit going upstairs. 11 With a basement door, they would have fallen 12 down there and killed themselves. 13 MR. JAMES: I think one issue, if we 14 have a duplex, some of our duplex homes have 15 basements and some are walkout. And we have 16 6 walkout and 12 lookout. If 1/2 of a duplex 17 home has a basement, the other half has to have 18 it. You can't separate those. So the numbers 19 could get -- 20 CHAIRMAN CASHMAN: Just something to 21 consider. 22 MR. JAMES: I think if you were to talk</p>	<p style="text-align: right;">290</p> <p>1 reservation. I like basements. I think they 2 are important for storage. And I don't know if 3 we are responsible for the safety of the people 4 that live there. 5 CHAIRMAN CASHMAN: I sure hope not. 6 MR. KRILLENBERGER: But I think that 7 Mr. James, describing yourself as a fiduciary, 8 which you are not legally of course, but even 9 invoking that term and thinking in those terms 10 really reinforces your -- 11 MR. JAMES: Thank you. 12 MR. KRILLENBERGER: -- your character 13 witnesses, I don't know what the best phrase is, 14 for this sort of developer we want in this 15 community. And yes, there are risks. You are 16 certainly taking financial and all sorts of 17 risks. And the Village is taking risks because 18 of the population that may move in there. We 19 may have school-aged kids regardless of whether 20 we age target I guess. But I think age 21 targeting, doing all the things with the 22 restrictive covenants, is a great idea, no swing</p>
<p style="text-align: right;">289</p> <p>1 about no bedrooms and this type of thing, that 2 might be better. And of course, we are still 3 thinking about, you know, or mention the 4 upstairs bonus room over the garage, which is 5 heated, cooled, air conditioned, carpeted. And 6 there was a picture in our previous presentation 7 of what one of those rooms looked like. 8 MS. MC MAHON: What is to stop somebody 9 from making a bedroom out of that? 10 MR. JAMES: Pardon me? 11 MS. MC MAHON: What's to stop someone 12 from making a bedroom out of that storage room, 13 the upstairs room? 14 MR. JAMES: The bonus room? No 15 bathroom. 16 MS. MC MAHON: There is one on the 2nd 17 floor. 18 MR. JAMES: It's just not set up that 19 way. It's just not set up that way. 20 CHAIRMAN CASHMAN: Jim? 21 MR. KRILLENBERGER: You are all raising 22 legitimate concerns, but I am for this without</p>	<p style="text-align: right;">291</p> <p>1 sets, no fun of any kind. 2 MS. CRNOVICH: Party's in the basement. 3 MR. KRILLENBERGER: Party is in the 4 basement, that's right. But I'm completely 5 onboard. And one of the comparisons that I 6 don't think it's being made here, it's not R-2 7 versus planned development. It's planned 8 development versus nothing. 9 And you have appropriately reserved 10 your threats but things like age restriction 11 being uneconomic is another way to me of saying 12 this may sit idle for another 10 years. That's 13 a really bad idea. And maybe the incremental 14 tax benefits are small, but they are something 15 and helpful. So again, I think our debate on 16 our discussion is really, really helpful. But I 17 am very inclined to send this along to the 18 trustees with a very high recommendation that it 19 should be pursued. 20 MR. JAMES: Thank you. 21 CHAIRMAN CASHMAN: Thank you. That's a 22 good seg because I wanted to get a sense kind of</p>

<p style="text-align: center;">292</p> <p>1 where we are at. One thing we are going to need 2 is the declaration of covenants, conditions, 3 easements, and restrictions for Hinsdale 4 Meadows.</p> <p>5 MR. JAMES: Pages 28, 29 and 33.</p> <p>6 CHAIRMAN CASHMAN: If you can go 7 through the whole thing and find them. Anything 8 you can do to help us. You understand the goal 9 that we are trying to accomplish.</p> <p>10 MR. JAMES: You will have it.</p> <p>11 CHAIRMAN CASHMAN: That would be very 12 helpful. And Laurie and Jim, you talked about 13 this financial piece. And I believe it's the 14 Teska.</p> <p>15 MS. MC MAHON: Yes.</p> <p>16 CHAIRMAN CASHMAN: So, you know, I 17 stated my issues with this before. And, you 18 know, you went through and responded to each of 19 the issues we raised. And I like how you did 20 that, it was helpful. But I still, I have an 21 issue with this because all your numbers -- 22 Number one, the numbers, and I</p>	<p style="text-align: center;">294</p> <p>1 it's just a small sample. I think you can skew 2 the numbers. And I personally, I like your 3 proposal, the spreadsheet that we wanted to 4 modify that Laurie asked you that had the school 5 districts, that shows what you believe is going 6 to happen. But I think when comes to this 7 summary of financial impacts and these 8 calculations, these need to be played right down 9 the middle and balanced regardless of the 10 outcome and the finances because a couple 11 questions I have related to that, the 12 financial --</p> <p>13 MR. JAMES: Which page are you talking 14 about?</p> <p>15 CHAIRMAN CASHMAN: The original report, 16 Teska attachment 1. Where it basically starts, 17 it's Table 1, Summary of fiscal impacts. This 18 is from before. And this is where you start 19 with, you compare the proposed site plans of the 20 current zoning for 36 homes. 21 So your current zoning for 22 36 homes, you use the Rutgers study by Robert</p>
<p style="text-align: center;">293</p> <p>1 agree with you, the financial aspect of this is 2 not why in my mind why we are considering this. 3 We are considering this because this is an 4 empty-nester option for this property. If we 5 were looking for, you know, the most money that 6 can be made, we would be looking to do a retail 7 development or something; and we are not. We 8 are looking for housing for the empty-nester 9 community. So I understand how this is set up 10 and works. But I really think it would be a 11 mistake, this is just my opinion, for the Plan 12 Commission or the Board of Trustees to accept 13 this report the way it is and allow it to be 14 part of this project as a report because I think 15 it's basically it's cooking the numbers in a 16 favorable position, which is fine because that's 17 part of marketing. But if you are going to use 18 the Rutgers study to establish your single- 19 family density, then to go and select those 11, 20 which may or may not -- it's a very small sample 21 set, it's not census data, it's not national 22 data, it's not even statewide data, county data,</p>	<p style="text-align: center;">295</p> <p>1 Burchell and some other officers from the Center 2 of Urban Policy researched at Rutgers 3 University, entitled Residential Demographic 4 Multipliers. The study was conducted using New 5 housing in Illinois primarily suburban markets. 6 The most comprehensive study of new housing was 7 utilized.</p> <p>8 So you are using that for single 9 family, and I'm all in favor of that. I want 10 you to use the same thing for your proposed 11 approach. It's going to change the numbers. 12 But I think to for us to approve this based on, 13 say that we are going from 29 kids in 181 to 4, 14 I think it's a leap and a prayer. If it came 15 back and say it was 15 or 20, I still believe 16 because I don't think there isn't data yet on 17 what you are proposing is this age targeted. 18 But I'm okay with that because I just would not 19 like to approve something, and then say for some 20 reason it doesn't work, they go back, Look, you 21 accepted this data that was clearly erroneous. 22 There are not 4 kids in 181, there are 14 kids</p>

<div>296</div> <div>1 in 181. And again, the school districts really</div> <div>2 don't have an opinion on it. They are going to</div> <div>3 accept and educate those kids. Even if they</div> <div>4 move in, is it going to be a blip, are they</div> <div>5 there for a short period of time, my hope would</div> <div>6 be through the H0A covenants and the</div> <div>7 restrictions we put in place, that through that</div> <div>8 and the design, that it will force the numbers</div> <div>9 lower than this table. But I just have an issue</div> <div>10 with this. It doesn't even --</div> <div>11 We have in our zoning ordinance</div> <div>12 under subdivision section, Table 11-1, for a</div> <div>13 single-family detached, we have 3.8 persons per</div> <div>14 dwelling unit; for a 3 bedroom attached, 2.4.</div> <div>15 Our Code doesn't have data for age groups from</div> <div>16 age 5 to 14 or 15 to 18.</div> <div>17 MR. JAMES: None of, the Rutgers</div> <div>18 studies are --</div> <div>19 CHAIRMAN CASHMAN: It has that data.</div> <div>20 MR. JAMES: No, they don't.</div> <div>21 CHAIRMAN CASHMAN: I was looking at it</div> <div>22 today. It has the data. It breaks out. It</div>	<div>298</div> <div>1 single-family homes up there in 200 acres of</div> <div>2 solid woods. We had been invited in to do</div> <div>3 empty-nester housing. They said, No, give us</div> <div>4 single-family homes; so we did that. That was</div> <div>5 in the '78 to the '80 period when interest rates</div> <div>6 were 22 percent and 20 percent. They came back</div> <div>7 to us and said, What would you think if we</div> <div>8 allowed you to build some empty-nester homes.</div> <div>9 We said we would look at it and</div> <div>10 come back. We took out 28 acres, and we reduced</div> <div>11 our density of single-family homes to 172</div> <div>12 single-family homes. We took the 28 acres and</div> <div>13 we developed Armour Woods, which is 3 units to</div> <div>14 the acre, 84 units. That development, done,</div> <div>15 finished in '84, have zero school children how</div> <div>16 many years later, 30 years later.</div> <div>17 CHAIRMAN CASHMAN: That all could be</div> <div>18 well and true.</div> <div>19 MR. JAMES: It is.</div> <div>20 CHAIRMAN CASHMAN: But I would like</div> <div>21 this not in the packet, because I just don't</div> <div>22 think, I think you can't have your data both</div>
<div>297</div> <div>1 lists, it lists, for example --</div> <div>2 MR. JAMES: They do, the Rutger study</div> <div>3 now has it?</div> <div>4 CHAIRMAN CASHMAN: Yes.</div> <div>5 MR. JAMES: For age targeted?</div> <div>6 CHAIRMAN CASHMAN: No. It has for a</div> <div>7 particular housing type, it has not only the</div> <div>8 population but it has.</div> <div>9 MR. JAMES: Oh, yes, sure. Bedroom</div> <div>10 count and all the rest.</div> <div>11 CHAIRMAN CASHMAN: Right.</div> <div>12 MR. JAMES: They have all this.</div> <div>13 CHAIRMAN CASHMAN: Right.</div> <div>14 MR. JAMES: But nobody has, nobody,</div> <div>15 Rutgers, to our knowledge, have not done these</div> <div>16 age-targeted developments.</div> <div>17 CHAIRMAN CASHMAN: And I totally agree,</div> <div>18 and I agree with that.</div> <div>19 MR. JAMES: And that is a short-sighted</div> <div>20 on their part so we did our own. We did Armour</div> <div>21 Woods in Lake Bluff. It was a 200-acre</div> <div>22 development called Tangly Oaks. We had 200</div>	<div>299</div> <div>1 ways. You have to either agree to use the data</div> <div>2 from Rutgers and play it both ways. Let me just</div> <div>3 ask a couple of questions because you talked</div> <div>4 about these financial benefits, which is great.</div> <div>5 To me if it's financially even, it's a good</div> <div>6 thing. But we first talked about District 181,</div> <div>7 \$122,000. District 86, \$33,000.</div> <div>8 So just based on that, say you had</div> <div>9 the same number of children projected in this</div> <div>10 empty-nester housing versus the normal, how</div> <div>11 would those numbers change? Because you have</div> <div>12 more revenue because you have more units,</div> <div>13 correct? There is more taxing because there is</div> <div>14 more units?</div> <div>15 MR. JAMES: Sure.</div> <div>16 CHAIRMAN CASHMAN: So what's the</div> <div>17 impact? Say that number changed. Say you have</div> <div>18 29 kids in single family and 29 kids in an</div> <div>19 empty-nester, and my 122 becomes 75. Who cares?</div> <div>20 It's still a good thing. I just think to try to</div> <div>21 go so low with those student counts.</div> <div>22 MR. JAMES: We did not try to go low.</div>

<p style="text-align: center;">300</p> <p>1 We took whatever, I just --</p> <p>2 CHAIRMAN CASHMAN: No. I agree. You</p> <p>3 did what you -- There was a reason and it made</p> <p>4 sense and you went and sampled data, but I think</p> <p>5 it's way too small of a sample to be meaningful</p> <p>6 and to base these calculations on. So I would</p> <p>7 be curious to see if you looked at the Rutgers</p> <p>8 numbers and did both columns the same way just</p> <p>9 to see what those numbers are, because I don't</p> <p>10 think this decision is hinging on the financial</p> <p>11 revenue that's coming from this project.</p> <p>12 MR. KRILLENBERGER: But are you saying</p> <p>13 that it hinges on the number of kids that might</p> <p>14 go to our schools?</p> <p>15 CHAIRMAN CASHMAN: No. Because I</p> <p>16 believe everything that he said that regardless</p> <p>17 of if he uses the Rutgers numbers, I think we</p> <p>18 are going to perform better. There is going to</p> <p>19 be fewer kids than what that Rutgers proposal --</p> <p>20 MS. MC MAHON: Whether it's 4 or</p> <p>21 whether it's 20, who knows.</p> <p>22 CHAIRMAN CASHMAN: Right. Right. You</p>	<p style="text-align: center;">302</p> <p>1 we looked at.</p> <p>2 CHAIRMAN CASHMAN: Right.</p> <p>3 MR. JAMES: The rest of the numbers</p> <p>4 were agreed upon between the Village and the</p> <p>5 school district and ourselves in terms of this</p> <p>6 is what it will cost. These numbers are not</p> <p>7 ours. When I say "not ours," these, the benefit</p> <p>8 to the school, the benefit to --</p> <p>9 MS. MC MAHON: No. You gave him the</p> <p>10 number of the kids, which is driving it.</p> <p>11 MR. JAMES: All we did was base it on</p> <p>12 the number of children. They then took it. As</p> <p>13 a matter of fact, if you look here, expense cost</p> <p>14 of additional teacher, minus 75,000. They</p> <p>15 picked that. They said, well, just what happens</p> <p>16 if we have to have another teacher. They said,</p> <p>17 well, we will take out 75,000. Otherwise, it</p> <p>18 would have been something else.</p> <p>19 CHAIRMAN CASHMAN: That's what I mean.</p> <p>20 Say even if you take your proposed empty-nester,</p> <p>21 the Hinsdale Meadows development, and you say</p> <p>22 you are going to have 29 kids, that's basically</p>
<p style="text-align: center;">301</p> <p>1 are not going to know. But if we go forward and</p> <p>2 approve that there is going to be a total of</p> <p>3 6 kids in this development and all the sudden</p> <p>4 there is 12, I just think it's --</p> <p>5 MR. JAMES: Why don't we give you a</p> <p>6 calculation on 10 or 12 kids.</p> <p>7 CHAIRMAN CASHMAN: Why don't you, if</p> <p>8 you could run it with the Rutgers number.</p> <p>9 MR. JAMES: It's a guess. It's guess.</p> <p>10 We don't have any --</p> <p>11 CHAIRMAN CASHMAN: I know they are all</p> <p>12 guesses, but that's a much larger. That's based</p> <p>13 on U.S. census data. It's a much bigger thing.</p> <p>14 Like you said, these are experts. It's a</p> <p>15 comprehensive study. It's used by a lot of</p> <p>16 people. I just would personally be more</p> <p>17 comfortable, and I really don't care where these</p> <p>18 three numbers end up where we are talking 181,</p> <p>19 District 86, or the Village.</p> <p>20 MR. JAMES: The only numbers that came</p> <p>21 out of the school, the number of school</p> <p>22 children, were as a result of the developments</p>	<p style="text-align: center;">303</p> <p>1 a little bit more than a classroom. So your</p> <p>2 number for 181 goes from 122, you take 75 grand</p> <p>3 out of it, it's still a positive.</p> <p>4 MR. JAMES: It's still positive.</p> <p>5 CHAIRMAN CASHMAN: It's still positive.</p> <p>6 The Village, in my mind, how would the Village's</p> <p>7 14 grand change? It wouldn't, would it?</p> <p>8 MR. JAMES: It wouldn't, no.</p> <p>9 MR. BALAS: That's tax revenue.</p> <p>10 MR. JAMES: The Village isn't going to</p> <p>11 change at all.</p> <p>12 CHAIRMAN CASHMAN: I think leaving this</p> <p>13 in there suggests a possible criticism about the</p> <p>14 Plan Commission and the Trustees that we are</p> <p>15 accepting some numbers, that our underlying</p> <p>16 assumption is too soft.</p> <p>17 MR. BALAS: Presenting evidence that</p> <p>18 age-targeted communities generate fewer kids</p> <p>19 than the Rutgers study indicates.</p> <p>20 CHAIRMAN CASHMAN: Right. And I would</p> <p>21 still like, say you change the Teska and use the</p> <p>22 Rutgers on both sides, now I would still want</p>

<p style="text-align: right;">304</p> <p>1 you to use your other graph to say that's based 2 on this national but here are the things that we 3 think are the problem; it does not address 4 single-family master bedrooms; it doesn't 5 address age-targeted housing. Based on our 6 other survey, in addition to that, we have done 7 this survey and we have this other data, then I 8 think it just paints a better picture. You have 9 using the national standard, you have these 10 calculations. And then you show, and this is in 11 a way the worst-case scenario. And this is what 12 you think is going to happen. I just think it's 13 more transparent.</p> <p>14 MR. JAMES: We will pull the Rutgers 15 study, put it together based on this, based on 16 the bedrooms. And then we will give you what's 17 in the real world.</p> <p>18 CHAIRMAN CASHMAN: Right.</p> <p>19 MR. JAMES: Because Rutgers hasn't done 20 it. Rutgers is --</p> <p>21 CHAIRMAN CASHMAN: Some day they will 22 be studying this.</p>	<p style="text-align: right;">306</p> <p>1 MR. BALAS: Teska.</p> <p>2 MR. JAMES: Teska was involved.</p> <p>3 CHAIRMAN CASHMAN: I'm sure.</p> <p>4 MR. JAMES: So these are not numbers 5 that we just pulled out and said it would be 6 nice to have 122,000. We just won't do it.</p> <p>7 CHAIRMAN CASHMAN: Right. So it's 8 really those three numbers. Total population, 9 proposed 181 students and 86 students for the 10 Hinsdale Meadows, and then see how the numbers 11 change.</p> <p>12 MR. JAMES: We will put the Rutgers --</p> <p>13 MS. MC MAHON: Call it a worst case.</p> <p>14 CHAIRMAN CASHMAN: Yes, a worst-case 15 scenario. Because I do agree that I think 16 that --</p> <p>17 MR. JAMES: Okay. We will do it.</p> <p>18 CHAIRMAN CASHMAN: -- I mean if we are 19 successful and we accomplish with just those 20 restrictions alone is not going to make it as 21 attractive for a young family moving in with 22 play sets. Try telling your kid they are not</p>
<p style="text-align: right;">305</p> <p>1 MR. JAMES: They should do it, they 2 should do it.</p> <p>3 CHAIRMAN CASHMAN: If you were able to 4 do that that would really eliminate a lot of my 5 concerns about that. Because I even think one 6 of the letters we received this week was talking 7 about the benefits. And that's where I just 8 worry that, you know, someone is going to lock 9 into, you know, the 122 to the 33 and the 14.</p> <p>10 The 14 is not going to change whether we have 11 29 kids or 4 kids. The 33 is not going to 12 change much because that's a smaller delta on 13 the older-aged kids. You know, we are only 14 talking 8 in the worst-case scenario in the 15 36 homes.</p> <p>16 MR. JAMES: I think what you'll 17 remember here is that the numbers for the school 18 district, for the Village, and the high school, 19 all three, were after a thorough discussion and 20 review with your financial officer, with the 21 school superintendent, and with, what was, Tracy 22 or Teska?</p>	<p style="text-align: right;">307</p> <p>1 going to have a play set. It's going to 2 restrict that, which I think is what we kind of 3 want. So I'll get off my --</p> <p>4 MS. MC MAHON: I just had one question 5 on parking.</p> <p>6 CHAIRMAN CASHMAN: Sure. Yes.</p> <p>7 MS. MC MAHON: I just had one question 8 on parking.</p> <p>9 MR. JAMES: Yes, sure.</p> <p>10 MS. MC MAHON: So I understand, you, 11 obviously, have the two spots in the garages and 12 then two on the apron in front.</p> <p>13 MR. JAMES: Apron, yes.</p> <p>14 MS. MC MAHON: Is all other parking on 15 the street, is that correct?</p> <p>16 MR. JAMES: Correct, yes.</p> <p>17 MS. MC MAHON: There was some reference 18 to some kind of parking area, but I wasn't sure 19 if that really existed.</p> <p>20 MR. JAMES: No. There is no other 21 parking lot to speak of. The on-street parking, 22 these are public roads. And Hinsdale would</p>

<p style="text-align: center;">308</p> <p>1 establish the requirements or regulations for</p> <p>2 on-street parking.</p> <p>3 MS. MC MAHON: So I'm assuming there</p> <p>4 would be no overnight parking since there isn't?</p> <p>5 MR. MC GINNIS: Like any of our</p> <p>6 streets, right.</p> <p>7 MS. MC MAHON: Second, I'm assuming you</p> <p>8 would have to limit it to one side of the</p> <p>9 street?</p> <p>10 MR. JAMES: I don't know the Hinsdale</p> <p>11 Code. But I know the streets are wide enough so</p> <p>12 that you can park on one side and still get by</p> <p>13 on the other.</p> <p>14 MR. MC GINNIS: It would probably</p> <p>15 accommodate parking on both sides.</p> <p>16 MS. MC MAHON: So you could park on</p> <p>17 both sides? But then you couldn't have two cars</p> <p>18 there, there would only be one lane.</p> <p>19 MR. MC GINNIS: I believe you could</p> <p>20 with a 66-foot right of way. I'm not sure if</p> <p>21 both sides are posted right now or just one</p> <p>22 side. I'm not sure we've got all that signage</p>	<p style="text-align: center;">310</p> <p>1 MS. CRNOVICH: Can we continue that?</p> <p>2 CHAIRMAN CASHMAN: I don't mind going</p> <p>3 through it quickly because it's something I</p> <p>4 think if we are going to continue this meeting,</p> <p>5 if we are not going to vote tonight on the whole</p> <p>6 package, then I would like the applicant to be</p> <p>7 able to respond.</p> <p>8 MS. CRNOVICH: I thought we had a stop</p> <p>9 time at 10:30. I have an early appointment so</p> <p>10 I'd appreciate it.</p> <p>11 CHAIRMAN CASHMAN: We will move it</p> <p>12 along. I guess we will start with Jim. What's</p> <p>13 your thought of what was currently proposed as</p> <p>14 the public benefit, which in the PowerPoint was</p> <p>15 different than the package?</p> <p>16 MR. KRILLENBERGER: The dog park?</p> <p>17 CHAIRMAN CASHMAN: Yes.</p> <p>18 MR. KRILLENBERGER: It sounds like a</p> <p>19 reasonably beneficial feature and sounds</p> <p>20 sufficient for what would qualify as a public</p> <p>21 benefit here.</p> <p>22 CHAIRMAN CASHMAN: Mary?</p>
<p style="text-align: center;">309</p> <p>1 up yet.</p> <p>2 MR. JAMES: That has not been done.</p> <p>3 MR. MC GINNIS: It's dedicated</p> <p>4 right-of-way, so the on-street parking would be</p> <p>5 regulated like any other street.</p> <p>6 MR. KRILLENBERGER: What is the process</p> <p>7 going forward from here?</p> <p>8 CHAIRMAN CASHMAN: Yes. We have</p> <p>9 another matter of business I wanted to focus on</p> <p>10 is the -- I think we saw some good information</p> <p>11 on open space because that's a clear criteria</p> <p>12 that we need to take into account.</p> <p>13 MR. JAMES: With the two major roads,</p> <p>14 Hannah and Barton, and long roads, there is</p> <p>15 going to be plenty of parking out there</p> <p>16 available for the parties or Christmas or</p> <p>17 holiday seasons or what have you.</p> <p>18 CHAIRMAN CASHMAN: So the next issue is</p> <p>19 really I kind of want to get a sense on your</p> <p>20 feel of the public benefit and where it is</p> <p>21 currently and your thoughts on that because</p> <p>22 that's a crucial piece.</p>	<p style="text-align: center;">311</p> <p>1 MS. RYAN: I still feel that there has</p> <p>2 to be something additive to it. I don't think</p> <p>3 that it quite meets the threshold yet for enough</p> <p>4 public benefit.</p> <p>5 MR. KRILLENBERGER: I don't mean to</p> <p>6 interrupt the flow here. But what was the</p> <p>7 700,000? Where did that go? What was the</p> <p>8 history with that?</p> <p>9 MR. JAMES: It went to KLM park.</p> <p>10 MR. BALAS: The park district, the</p> <p>11 standard donation that's due for a 36-unit</p> <p>12 subdivision. So the park district is supposed</p> <p>13 to take that money and make improvements with</p> <p>14 that for the benefit of --</p> <p>15 MR. KRILLENBERGER: It seems to me like</p> <p>16 that's relevant here.</p> <p>17 MS. MC MAHON: That came before it was</p> <p>18 being --</p> <p>19 CHAIRMAN CASHMAN: That was part of the</p> <p>20 previous --</p> <p>21 MS. CRNOVICH: That was part of the</p> <p>22 subdivision.</p>

<p style="text-align: center;">312</p> <p>1 CHAIRMAN CASHMAN: If you put a public 2 park in, couldn't that have been in lieu of 3 that? Couldn't you have done something in the 4 property in lieu of the 720? 5 MR. JAMES: Not in a subdivision of 6 that -- I mean, yes, we could have put a park 7 in there; but it wouldn't have qualified 8 sufficient to offset any cash donation. 9 CHAIRMAN CASHMAN: I think it's 10 something we can acknowledge, but I don't think 11 it's part of the application. 12 MR. JAMES: But it's a real number, a 13 lot, a big number. 14 CHAIRMAN CASHMAN: I know. 15 MR. KRILLENBERGER: I stand on my 16 position again with the factors. 17 MR. JAMES: You say you are okay with 18 it? 19 MR. KRILLENBERGER: I am okay with it. 20 CHAIRMAN CASHMAN: So Mary, you say 21 like a little more development. Scott? 22 MR. PETERSON: I'm okay with it. Dial</p>	<p style="text-align: center;">314</p> <p>1 the planned unit development, I would like to 2 see more. 3 CHAIRMAN CASHMAN: If it wasn't a dog 4 park, what would you like to see? 5 MS. CRNOVICH: Maybe some sort of 6 outdoor activity because I think it's great 7 having the park there. 8 CHAIRMAN CASHMAN: Outdoor activity? 9 MR. JAMES: A what? 10 CHAIRMAN CASHMAN: Outdoor activity. 11 MS. CRNOVICH: Some sort of -- Can we 12 use the park some other way? What does the park 13 need over there? 14 MR. JAMES: I can't hear, I'm sorry. 15 MS. CRNOVICH: I'm sorry. I will speak 16 closer into the microphone. 17 Maybe there is some other use for 18 the park over in that area besides a dog park. 19 You know, maybe soccer field or something or -- 20 CHAIRMAN CASHMAN: Well -- 21 MS. CRNOVICH: I will give that some 22 more thought, but I just feel with the PUD with</p>
<p style="text-align: center;">313</p> <p>1 it up a little bit, but we don't have to 2 reinvent the wheel. 3 MS. MC MAHON: The dog park is a nice 4 start, and I would like to see that. Maybe I 5 would like to see that developed a little bit 6 more, but I'm not sure that's really enough. I 7 would like to see something more than that. 8 MS. CRNOVICH: I would like to see, I 9 think, more giving back to the Village, too. 10 Maybe not a dog park. Sorry, I don't have a 11 dog. I'm wondering if -- 12 MR. PETERSON: I'll buy you one. 13 MR. KRILLENBERGER: Cat park? 14 CHAIRMAN CASHMAN: Now we know what to 15 get you. 16 MS. CRNOVICH: I just feel that moving 17 forward, you are asking for a planned 18 development. And so far there is, what, four or 19 five variance requests. And there should be -- 20 And I understand you have given money to the 21 park district but that was for the subdivision 22 regulations. So now I'm considering this for</p>	<p style="text-align: center;">315</p> <p>1 the variances you are requesting and the 2 density, even though I understand we are getting 3 something back from the density, it's asking a 4 lot for that piece of property. 5 CHAIRMAN CASHMAN: Mark? 6 MR. WILLOWBEE: I was at KLM on Sunday. 7 I understand the time constraints are not 8 necessarily precluding the different uses 9 between -- I understand the need for physical 10 separation of the uses at the park. I think 11 there is a benefit for that. I'm still more 12 concerned about the open space that's on the 13 site and how those, I don't understand exactly 14 how all the calculations on the open space have 15 been derived. I understand you moved some from 16 out of the lots that were part of the -- and to 17 the number -- 18 MR. JAMES: Yes. In a platted 19 subdivision, just like on your street where you 20 live, all the lots are private. 21 MR. WILLOWBEE: I understand. 22 MR. JAMES: So what we did here is we</p>

<p style="text-align: center;">316</p> <p>1 reduced the size of the lots, we put in the 2 corner 33,000. 3 MR. WILLOWBEE: I absolutely understand 4 that. 5 MR. JAMES: That's a common park. 6 MR. WILLOWBEE: My question is there 7 is -- And I understand the different 8 definitions of the zoning ordinance for open 9 space. My question is, the increase -- I would 10 like to see what the impervious area comparison 11 between the two sites are, the proposed and the 12 current. 13 MR. JAMES: I think those numbers -- 14 We have done that, have we not? 15 MR. WILLOWBEE: We have 59 driveways 16 instead of 36. 17 MR. JAMES: We have the lot coverage, 18 and that's already been -- I think that was 19 already submitted. 20 MR. WILLOWBEE: No. I would like the 21 pure and total impervious area for the two 22 different, from not on a lot coverage basis.</p>	<p style="text-align: center;">318</p> <p>1 MR. JAMES: We have done it. 2 CHAIRMAN CASHMAN: There is a 3 spreadsheet, it's really small. 4 MR. WILLOWBEE: Right. 5 MR. JAMES: Why am I trying to answer 6 it. 7 MR. SMITH: I think we did it. I think 8 there is a comparable number as far as 9 impervious coverage between the two scenarios. 10 There has to be because otherwise we have to 11 make the pond larger. 12 MR. WILLOWBEE: I understand that, and 13 that goes to my other point. I don't mean to 14 drag this on. But with regard to the pond, the 15 Du Page County ordinance changed in the last 10 16 years. You have to deal with run-off reductions 17 and water quality for the stormwater ordinance. 18 You said at the last meeting it meets the 19 stormwater ordinance. Is that the new ordinance 20 for the Du Page County, or what was in place 21 10 years ago? 22 MR. JAMES: The Village has adopted the</p>
<p style="text-align: center;">317</p> <p>1 But I think that will help take away the 2 different classifications of common open space 3 versus private open space and really truly 4 understand the increase that we need to see. 5 CHAIRMAN CASHMAN: So impervious in the 6 36-home development versus impervious in the 7 proposed development. And I agree, it may be in 8 one of those previous reports because I never 9 did get through those. 10 MR. JAMES: Here is the problem, not 11 the problem with that, we have got four 12 different models. 13 CHAIRMAN CASHMAN: Just take your 14 worst-case scenario. 15 MR. JAMES: We have done that in all of 16 the land coverage and everything else and fit 17 that for the calculations for the detention pond 18 and storage. 19 MR. WILLOWBEE: I understand. 20 MR. JAMES: We did that. 21 CHAIRMAN CASHMAN: I actually think you 22 might have already done the data.</p>	<p style="text-align: center;">319</p> <p>1 Du Page new stormwater. 2 MR. WILLOWBEE: I understand that. 3 MR. JAMES: And they want wetlands 4 instead of the detention pond. And quite 5 frankly, we prefer the pond. And we are going 6 to pay \$150,000 fee in lieu to have a pond, 7 which we think is working well now. We have had 8 no downstream flooding, which we -- 9 When we first bought the property, 10 that's all we heard about, heavy rains whether 11 it was in KLM park or the neighbors to the east; 12 but we are going to stick with the pond. 13 CHAIRMAN CASHMAN: And basically pay 14 that fee to the County? Who does that go to? 15 MR. BALAS: That's my understanding. 16 MR. WILLOWBEE: But that fee is 17 supposed to be a last resort, that fee is 18 supposed to be a last resort. It's supposed to 19 prove that it's -- 20 MR. JAMES: It's a fee in lieu. 21 MR. WILLOWBEE: But per the ordinance 22 of Du Page County, I don't mean to digress, this</p>

<p style="text-align: right;">320</p> <p>1 is the time you need to look at --</p> <p>2 MR. BALAS: There is utility lines that</p> <p>3 line the pond.</p> <p>4 MR. WILLOWBEE: I --</p> <p>5 MR. JAMES: It is a very complex</p> <p>6 situation.</p> <p>7 MR. WILLOWBEE: Again, I understand</p> <p>8 that. I deal with these types of ordinances all</p> <p>9 the time. I want to get this on the table</p> <p>10 because, if this discussion does continue, I</p> <p>11 think we need at the conceptual stage look nor</p> <p>12 carefully at any stormwater management aspects</p> <p>13 of the site as opposed to just throwing</p> <p>14 \$150,000.</p> <p>15 CHAIRMAN CASHMAN: Could you just</p> <p>16 respond in more detail about all the issues?</p> <p>17 And describe how you got to choosing the 150 fee</p> <p>18 in lieu of and basically kind of give us more</p> <p>19 information on the stormwater as we go forward.</p> <p>20 MS. MC MAHON: Even on the stormwater,</p> <p>21 it's great there have been any problems; but</p> <p>22 there aren't any houses there either.</p>	<p style="text-align: right;">322</p> <p>1 MR. WILLOWBEE: When the new ordinance</p> <p>2 requires evaluation of reducing runoff and water</p> <p>3 quality best management practices. Hinsdale</p> <p>4 just spent a good amount of resources on the</p> <p>5 Woodlawn to implement drain infrastructure in a</p> <p>6 retrofit scenario. I think the time is now to</p> <p>7 look at the evaluation more carefully of</p> <p>8 stormwater management at the conceptual stage</p> <p>9 that needs to occur.</p> <p>10 CHAIRMAN CASHMAN: Public benefit?</p> <p>11 MS. FIASCONE: I'm fine with it.</p> <p>12 MR. JAMES: Pardon?</p> <p>13 MS. FIASCONE: I'm fine with it.</p> <p>14 CHAIRMAN CASHMAN: I like the starting</p> <p>15 point, and I was glad to see you brought</p> <p>16 something else today. I'm not a current dog</p> <p>17 owner, but the dog parks that I have seen that I</p> <p>18 think are more effective -- I still imagine the</p> <p>19 Village is going to keep open the limited, those</p> <p>20 two windows where you can run and use the entire</p> <p>21 park. So I really see this as being for the</p> <p>22 rest of the day. And maybe if you have a</p>
<p style="text-align: right;">321</p> <p>1 MR. WILLOWBEE: That's correct. Also,</p> <p>2 looking at the aerials, there has been a</p> <p>3 significant amount of erosion of the southern</p> <p>4 portion. If you look at Google Earth over time</p> <p>5 today, there is a lot of settlement in that</p> <p>6 pond. So there is concerns I would have from</p> <p>7 just a pure stormwater management, more than</p> <p>8 just raising that outfall structure --</p> <p>9 MR. JAMES: I'm having, I'm sorry --</p> <p>10 You have got to speak up. I have a hearing</p> <p>11 issue.</p> <p>12 MR. WILLOWBEE: My point is there is</p> <p>13 more concerns with the stormwater management</p> <p>14 than I think that are being presented here that</p> <p>15 I would have, as Laura --</p> <p>16 MR. JAMES: Our engineers have gone</p> <p>17 through that, and they have given us the</p> <p>18 calculations.</p> <p>19 MR. WILLOWBEE: I understand the</p> <p>20 calculations, but that's for stormwater</p> <p>21 detention.</p> <p>22 MR. JAMES: All of that.</p>	<p style="text-align: right;">323</p> <p>1 smaller dog, and you don't want it running.</p> <p>2 Most parks I've seen are two</p> <p>3 sections. There is like a small or inactive dog</p> <p>4 and large dog section.</p> <p>5 MR. JAMES: No problem with that, it's</p> <p>6 just a fence. We even have, if you look at the</p> <p>7 map carefully, the chart, we have a 10-foot</p> <p>8 sliding gate.</p> <p>9 CHAIRMAN CASHMAN: I saw it.</p> <p>10 MR. JAMES: That slides open so that</p> <p>11 the lawn equipment and what have you can come</p> <p>12 through and mow the lawn, then go back out.</p> <p>13 CHAIRMAN CASHMAN: Any thought, also</p> <p>14 typical features, dog drinking fountains, like</p> <p>15 one on each side?</p> <p>16 MR. JAMES: That's not a problem. We</p> <p>17 have but I think the park district, you know,</p> <p>18 that's going to be turned on, turned off, is</p> <p>19 there water nearby, freeze up, all of that.</p> <p>20 CHAIRMAN CASHMAN: Well, if you could</p> <p>21 reach out to the Village to the park and rec, to</p> <p>22 the Village to see. I think it would make it a</p>

<p style="text-align: right;">324</p> <p>1 more functional park.</p> <p>2 MR. JAMES: We have got a line on</p> <p>3 those. But if you want, it's not a problem.</p> <p>4 It's just does the Village -- Somebody said</p> <p>5 something about a water feature. Well, if you</p> <p>6 bring your dog in the car, he goes in, he or she</p> <p>7 goes in the water feature, then they want to go</p> <p>8 home, you've just got a wet car.</p> <p>9 CHAIRMAN CASHMAN: I wasn't thinking --</p> <p>10 I've seen those. But I was thinking more they</p> <p>11 are basically drinking fountains. The button is</p> <p>12 up high and the fountain is down low.</p> <p>13 MR. JAMES: We have all the information</p> <p>14 on it.</p> <p>15 CHAIRMAN CASHMAN: So a couple, so</p> <p>16 those on each side. I'm trying to remember if</p> <p>17 you were shown any kind of paths within for the</p> <p>18 owners? You did show us some benches but</p> <p>19 possibly you had the crushed limestone coming</p> <p>20 in?</p> <p>21 MR. JAMES: We talked about that.</p> <p>22 CHAIRMAN CASHMAN: Doing like a</p>	<p style="text-align: right;">326</p> <p>1 tunnels, tubes, different things for play. I</p> <p>2 think you had stuff, I thought, about signage</p> <p>3 for typically the rules.</p> <p>4 But I would recommend maybe talking</p> <p>5 with parks and rec and probably the Hinsdale</p> <p>6 Humane Society to get some input from them. The</p> <p>7 Hinsdale Humane Society is a great organization</p> <p>8 in our town, and I'm sure they would have some</p> <p>9 good input since they are definitely dog lovers.</p> <p>10 But I think coming back with</p> <p>11 something that we could really hang our hat on</p> <p>12 and be proud of would make me more comfortable</p> <p>13 and feel that that's a really good benefit that</p> <p>14 we could approve and move it forward.</p> <p>15 MR. JAMES: We don't have a problem</p> <p>16 enhancing the park. But what we were keeping in</p> <p>17 mind, again going back to this fiduciary</p> <p>18 responsibility, it's nice to have all these</p> <p>19 things. But your park people, the maintenance</p> <p>20 people have to be happy with it. Because if</p> <p>21 not, you are going to get stones and what have</p> <p>22 you in there, and it's going to cost you \$1,000</p>
<p style="text-align: right;">325</p> <p>1 perimeter loop or something might be helpful</p> <p>2 or --</p> <p>3 MR. JAMES: We talked about the</p> <p>4 limestone path with our landscape architect. We</p> <p>5 finally said, You know, they could be mowing the</p> <p>6 lawn out there, it's all grass now, it's not</p> <p>7 going to be heavy traffic. The limestone path,</p> <p>8 when it gets into lawnmowers, it's going to</p> <p>9 cause more damage than it's worth.</p> <p>10 CHAIRMAN CASHMAN: It could be asphalt.</p> <p>11 MR. JAMES: It's a path crossing a</p> <p>12 large area.</p> <p>13 MR. MC GINNIS: The parks department</p> <p>14 would rather have asphalt. The crushed</p> <p>15 limestone is an ongoing maintenance problem.</p> <p>16 CHAIRMAN CASHMAN: Okay. If you could</p> <p>17 look into that, I think that would make it more</p> <p>18 attractive. You are going to be doing a lot of</p> <p>19 excavation at Hinsdale Meadows. A lot of times</p> <p>20 berming, you know, they do small hills and stuff</p> <p>21 that allow the dogs to play. There is all kinds</p> <p>22 of things, actually accessories, teeter-toters,</p>	<p style="text-align: right;">327</p> <p>1 to fix. They will say, Why did you do that.</p> <p>2 CHAIRMAN CASHMAN: Maybe if you can</p> <p>3 reach out to the Village and parks and rec, I</p> <p>4 think that would be a great place to start.</p> <p>5 Because I also do want the Village, whatever</p> <p>6 this is, to be happy because they are going to</p> <p>7 have to maintain it.</p> <p>8 MR. JAMES: I don't know where the</p> <p>9 closest water line is. But they are going to</p> <p>10 have turn it on and turn off, otherwise it</p> <p>11 freezes and whatever.</p> <p>12 CHAIRMAN CASHMAN: Rob, I'm sure Rob</p> <p>13 knows where it is.</p> <p>14 MR. MC GINNIS: No problem.</p> <p>15 MR. JAMES: You have to think of the</p> <p>16 ongoing maintenance.</p> <p>17 CHAIRMAN CASHMAN: So with that, it's</p> <p>18 just about 11:00. What I would like to do, I</p> <p>19 think we got closer, I appreciate all the</p> <p>20 information you sent; but I think we just have a</p> <p>21 few things we need to address.</p> <p>22 The homeowner association covenants</p>

<div>328</div> <div> <div>1 are important. This public benefit is</div> <div>2 important. Some of the other questions that the</div> <div>3 Commissioners have. I think if you could</div> <div>4 respond with those, what I would like to do is</div> <div>5 continue this to the December 14 meeting and</div> <div>6 look forward to seeing what package you submit</div> <div>7 then to us.</div> <div>8 Because I think, I really think we</div> <div>9 are making some headway. And it's an exciting</div> <div>10 project. I think it's important for us as a</div> <div>11 Commission and, ultimately, for the Board just</div> <div>12 to be good stewards and make sure that we are</div> <div>13 kind of dotting our Is and crossing our Ts and</div> <div>14 making sure that this is done properly.</div> <div>15 MR. JAMES: We want it to be right as</div> <div>16 well.</div> <div>17 CHAIRMAN CASHMAN: I know you do.</div> <div>18 MR. JAMES: There is no question about</div> <div>19 it.</div> <div>20 CHAIRMAN CASHMAN: You had some great</div> <div>21 character witnesses here tonight. So we are</div> <div>22 excited to see what the James Company can build</div> </div>	<div>330</div> <div> <div>1 STATE OF ILLINOIS)</div> <div>) ss.</div> <div>2 COUNTY OF DU PAGE)</div> <div>3</div> <div>4 I, JANICE H. HEINEMANN, CSR, RDR, CRR,</div> <div>5 do hereby certify that I am a court reporter</div> <div>6 doing business in the State of Illinois, that I</div> <div>7 reported in shorthand the testimony given at the</div> <div>8 hearing of said cause, and that the foregoing is</div> <div>9 a true and correct transcript of my shorthand</div> <div>10 notes so taken as aforesaid.</div> <div>11</div> <div>12</div> <div>13</div> <div>14 Janice H. Heinemann CSR, RDR, CRR</div> <div>License No 084-001391</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> </div>
<div>329</div> <div> <div>1 in Hinsdale.</div> <div>2 MR. JAMES: Thank you.</div> <div>3 CHAIRMAN CASHMAN: With that, can I</div> <div>4 have a motion to continue this to the</div> <div>5 December 14 meeting.</div> <div>6 MR. KRILLENBERGER: I so motion.</div> <div>7 MS. MC MAHON: Second.</div> <div>8 CHAIRMAN CASHMAN: Anna?</div> <div>9 MS. FIASCONE: Aye.</div> <div>10 MR. WILLOWBEE: Aye.</div> <div>11 MS. CRNOVICH: Aye.</div> <div>12 CHAIRMAN CASHMAN: Aye.</div> <div>13 MS. MC MAHON: Aye.</div> <div>14 MR. PETERSON: Aye.</div> <div>15 MS. RYAN: Aye.</div> <div>16 MR. KRILLENBERGER: Aye.</div> <div>17 * * *</div> <div>18 (Whereupon the further public</div> <div>19 hearing of above-entitled cause</div> <div>20 was continued to December 14 at</div> <div>21 7:30 p.m.)</div> <div>22</div> </div>	

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

BEFORE THE VILLAGE OF HINSDALE
PLAN COMMISSION

In the Matter of:

Case A-18-2016

55th St./County Line Road -
Hinsdale Meadows Venture, LLC

Text Amendment to Section 3-106:
Special Uses, to allow a Planned
Development in any single-family
residential district, subject to
the issuance of a special use
permit, and subject to a minimum
lot area of 20 acres.

REPORT OF PROCEEDINGS had and testimony taken at the continued public hearing of the above-entitled matter before the Hinsdale Plan Commission at 19 East Chicago Avenue, Hinsdale, Illinois, on the 14th day of December, 2016, at the hour of 7:30 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;
MS. JULIE CRNOVICH, Member;
MS. ANNA FIASCONE, Member;
MS. LAURIE MC MAHON, Member;
MR. SCOTT PETERSON, Member;
MS. MARY RYAN, Member;
MR. MARK WILLOBEE, Member.

<p style="text-align: right;">350</p> <p>ALSO PRESENT:</p> <p>MR. ROBERT MC GINNIS, Director of Community Development/Building Commissioner;</p> <p>MR. MICHAEL A. MARRS, Village Attorney;</p> <p>MR. CHAN YU, Village Planner;</p> <p>MR. EDWARD R. JAMES, Edward R. James Companies;</p> <p>MR. MICHAEL BALAS, Edward R. James Companies;</p> <p>MR. BRETT DUFFY, Spaceco Inc.;</p> <p>MS. JANET GRISEMER;</p> <p>MR. PHILIP MORIARTY.</p> <p style="text-align: center;">* * *</p>	<p style="text-align: right;">352</p> <p>1 Tonight, as we have in the past, we</p> <p>2 would like to address some of the questions that</p> <p>3 were raised at the last meeting and which we</p> <p>4 have hopefully found suitable answers to. We</p> <p>5 will go over those this evening. They are</p> <p>6 basically the school enrollment using the</p> <p>7 Rutgers statistics and the school district of</p> <p>8 the age-targeted communities and what school</p> <p>9 district these homes, these communities were in.</p> <p>07:34:47PM 10 Then there was a question about on-street</p> <p>11 parking, would it be allowed and is it</p> <p>12 available. Stormwater management, we have our</p> <p>13 engineer with us tonight to respond to any</p> <p>14 questions you might have there. Existing pond</p> <p>15 conditions. And then additions to Article IX of</p> <p>16 the homeowner declaration, paragraph 18 and</p> <p>17 paragraph 19, play equipment on lots and board</p> <p>18 of directors expanded control. And then</p> <p>19 basement information, standard basements, which</p> <p>07:35:20PM 20 is a typical closed basement with the window</p> <p>21 wells and so forth, a window basement, and a</p> <p>22 walkout basement; and we will review those.</p>
<p style="text-align: right;">351</p> <p>1 CHAIRMAN CASHMAN: Our next order of</p> <p>2 business is to reopen the public hearing that</p> <p>3 was continued at the November 9 meeting.</p> <p>4 Can I have a motion to open the</p> <p>5 public hearing.</p> <p>6 MS. MC MAHON: So moved.</p> <p>7 MS. CRNOVICH: Second.</p> <p>8 CHAIRMAN CASHMAN: Anna?</p> <p>9 MS. FIASCONE: Aye.</p> <p>10 MR. WILLOBEE: Aye.</p> <p>11 MS. CRNOVICH: Aye.</p> <p>12 CHAIRMAN CASHMAN: Aye.</p> <p>13 MS. MC MAHON: Aye.</p> <p>14 MR. PETERSON: Aye.</p> <p>15 MS. RYAN: Aye.</p> <p>16 CHAIRMAN CASHMAN: Welcome back.</p> <p>17 MR. JAMES: Thank you. For the record,</p> <p>18 my name is Edward James, Edward James Companies.</p> <p>19 It's nice to be here. And so I don't forget, if</p> <p>07:34:01PM 20 the evening gets too long, we bring you</p> <p>21 greetings for a Merry Christmas and happy</p> <p>22 holidays and whatever else we can conjure up.</p>	<p style="text-align: right;">353</p> <p>1 So let me see if I can start the</p> <p>2 PowerPoint. I think each of you have in front</p> <p>3 of you a copy of the PowerPoint presentation.</p> <p>4 And Mike, let me if I get this</p> <p>5 right --</p> <p>6 (Witnesses sworn en masse.)</p> <p>7 CHAIRMAN CASHMAN: Thank you.</p> <p>8 MR. JAMES: On the screen and in front</p> <p>9 of you we will review the estimated population</p> <p>07:36:23PM 10 and student generation. The first line shows</p> <p>11 Hinsdale Meadows based on our survey of the</p> <p>12 comparable developments. The total population</p> <p>13 was estimated at 124, the elementary students</p> <p>14 were at 4, and the high school students at 2.</p> <p>15 The Rutgers study, the Rutgers analysis would</p> <p>16 show the population, total population of 137,</p> <p>17 elementary students at 9, and high school</p> <p>18 students at 6. The current zoning based on</p> <p>19 4 and 5 bedrooms using the Rutgers analysis</p> <p>07:37:05PM 20 would have 129 population, total population, 29</p> <p>21 elementary students, and 8 high school students.</p> <p>22 The proposed plan based on the subdivision code</p>

<p>354</p> <p>1 would estimate that there would be 182 people in 2 the development, in this development. And they 3 do not, shouldn't do anything regarding the 4 students, either elementary or high school. And 5 the current planning, current zoning for 4- and 6 5-bedroom homes shows 137. And the same, no 7 answer for the high school and elementary 8 students.</p> <p>9 It's interesting to note at the 10 bottom of the page that when we spoke to the 11 school superintendent of District 181 he made 12 the statement, and it's in the packet that you 13 have received, that even if the elementary 14 students were increased from 4 to 9 no 15 additional staffing needs would arise. And his 16 thought process -- I don't want to speak for 17 him -- but from what I understood was that those 18 children may not be in the same class, and they 19 may not even be in the same school building so 20 they could be assimilated easily. But that is 21 the answer to the estimated population and 22 student generation using the Rutgers analysis</p>	<p>356</p> <p>1 done it.</p> <p>2 The next page is an interesting 3 response again to your questions. And this is 4 the -- When we did our study of 12 communities, 5 the question was asked what school district were 6 they in. And we went ahead and added the number 7 of units and then the children in each of those 8 communities, and it totals up to 631 total 9 units. 25 children in the elementary are 10 K through 8 and 11 high school. And that's 11 .040 percent for elementary and .17. 1 point 12 less than .020 for the high school district. So 13 we are competent of what we, what we have 14 projected for our own school population.</p> <p>15 Moving on to the next page if I can 16 get it. Yes, parking. Parking for each of our 17 homes will have an attached two-car garage. And 18 they will have accommodations for at least two 19 cars in their driveway. We questioned the 20 Village and the Chief of Police, who is 21 responsible for monitoring the roads and what 22 have you. He wrote us a note. He came out and</p>
<p>355</p> <p>1 and then also comparing it with our own actual 2 survey.</p> <p>3 CHAIRMAN CASHMAN: Thank you for doing 4 that.</p> <p>5 MR. JAMES: You are welcome. You are 6 welcome.</p> <p>7 CHAIRMAN CASHMAN: That was my request.</p> <p>8 MR. JAMES: That's okay.</p> <p>9 CHAIRMAN CASHMAN: I think it was 10 interesting. And in my mind it doesn't show a 11 huge variation. And I did find it interesting, 12 what Hinsdale Superintendent Don White said 13 about it. And this makes sense. If you had 14 some in the elementary school, some in the 15 middle school isn't really going to impact them 16 even in worst-case scenario.</p> <p>17 MR. JAMES: I'm quite surprised, quite 18 frankly, that the Rutgers study hasn't been 19 updated to provide for empty-nester house. It's 20 such a powerful and dynamic form of development 21 nowadays that you would think that they would do 22 it. But for some reason, they have just not</p>	<p>357</p> <p>1 inspected the roads and said that the roads are 2 sufficient to provide for on-street parking on 3 both sides and that they would go under further 4 study where they would, if they said no parking 5 here and no parking there, and they would also 6 monitor. And the attitude there is no overnight 7 street parking allowed in accordance with the 8 Village Code so we are comfortable with that.</p> <p>9 Stormwater management. We have 10 asked, and I think the Village engineer and our 11 engineer and others met some months ago, and 12 talked about the existing detention pond and 13 concluded that we would retain the existing 14 detention pond because it would be impractical 15 and hugely prohibitive costwise to convert the 16 area into a wetland. It's been functioning 17 well. We have not received one complaint in the 18 15 or 14 years we have owned the property that 19 there has been any off-stream, offsite flooding. 20 And I think before we bought the property we did 21 hear that they always -- or had been instances 22 where to the east or southeast water had gone</p>

<p style="text-align: right;">358</p> <p>1 downstream and flooded either lots or houses or 2 whatever.</p> <p>3 The total impervious surface 4 coverage is 9.5 acres. There is no increase in 5 the runoff curve number, that's called the RCN, 6 of 83. That's for the existing plan or for the 7 revised plan, which you -- the 59 units. We 8 will raise the existing outfall structure by .24 9 feet, which is less than 3 inches. And we have 10 also been told that the revised detention pond 11 capacity provides for sufficient capacity for 12 the proposed plan.</p> <p>13 Then we were asked about the 14 existing pond conditions. That's your next 15 page. The pond depth is 8 to 10 feet. And any 16 necessary pond cleanup, sediment, weed, and 17 algae control will be confirmed and done during 18 the final engineering process. We have a pond 19 in our back yard and where we live now, and we 20 have cattails. So we treated the cattails late 21 this fall by September, and you do it 22 systemically. You don't pull them out. And</p>	<p style="text-align: right;">360</p> <p>1 trustees as well as your approval.</p> <p>2 The next page is the homeowners 3 declaration and referencing Article IX. You 4 have in front of you the revised declaration. I 5 also dropped off a sheet, a single page with red 6 type on it. That is, that's page 33, which 7 includes paragraphs 18 and 19 in the 8 declaration.</p> <p>9 And specifically, paragraph 18 10 deals with "There shall be no trampolines, 11 basketball hoops, swing sets, above ground pools 12 or other similar types of recreational equipment 13 permitted on a lot." That specifically itemizes 14 the swing sets and what have you that we were 15 questioned about.</p> <p>16 CHAIRMAN CASHMAN: For 18, this is 17 important to note, that page in our packet does 18 not match this. It must not have been revised. 19 So the page that was in here was incorrect.</p> <p>20 MR. JAMES: Okay.</p> <p>21 CHAIRMAN CASHMAN: Paragraph 18 reads 22 differently. It says --</p>
<p style="text-align: right;">359</p> <p>1 they die, they go down. And then they are all 2 gone, clean as a whistle at this point. And we 3 would do the same thing with the cattails that 4 have grown up in that pond.</p> <p>5 The actual detention, the question 6 was asked what about any sediment buildup. And 7 the response of that is in your packet. But in 8 short, actual detention volume determined above 9 the normal waterline, that's where it's 10 determined. Therefore, any sediment buildup 11 does not upset the detention volume. So we are 12 very comfortable again with the way the pond is 13 acting and what's happened to it in the last few 14 years.</p> <p>15 The Village engineering staff's 16 preliminary recommendation is to keep the pond 17 as a wet basin, and we would pay the fee in lieu 18 of converting it to a wetland. And we would 19 need that recommendation, I think, or the Plan 20 Commission would need it or the Plan Commission 21 maybe has it. But we would want, we would 22 expect that, that approval to be sent on to the</p>	<p style="text-align: right;">361</p> <p>1 MR. JAMES: In Article IX?</p> <p>2 THE WITNESS: Pardon me?</p> <p>3 MR. JAMES: In Article IX?</p> <p>4 MR. BALAS: We added that extra, that 5 change in the extra paragraph was made after our 6 submittal package.</p> <p>7 CHAIRMAN CASHMAN: Okay. What was in 8 here when I read it here, I was thinking --</p> <p>9 MR. JAMES: Paragraph 18 was added 10 after we printed that. Now it includes that.</p> <p>11 MR. BALAS: As an oversight, yes.</p> <p>12 CHAIRMAN CASHMAN: Okay. Because 13 that's where it was confusing to me. And then I 14 asked Chan to send me the whole article. And 15 then when I read the whole article, it was 16 revised.</p> <p>17 MR. JAMES: That was not -- Yes. You 18 do have a revised declaration separate from the 19 packet.</p> <p>20 CHAIRMAN CASHMAN: So just to point 21 out, so the one that we received here, this is 22 the official language.</p>

<p style="text-align: right;">362</p> <p>1 MR. JAMES: Yes, that will be the</p> <p>2 official language.</p> <p>3 CHAIRMAN CASHMAN: The one that was in</p> <p>4 the bound packet was incorrect.</p> <p>5 MR. JAMES: Right.</p> <p>6 Now, let me speak to paragraph 19.</p> <p>7 And this was after a long conversation with our</p> <p>8 legal counsel, who has been doing these</p> <p>9 declarations and documentations for us for,</p> <p>07:47:12PM 10 well, since the beginning, about 45, 50 years.</p> <p>11 He said, No matter how many items you list,</p> <p>12 somebody will come up with another use that they</p> <p>13 want to do on their property, you just can't</p> <p>14 list them all. So he crafted the language</p> <p>15 that's in your packet that gives the board of</p> <p>16 directors of the homeowners association to</p> <p>17 determine in their own way whether or not</p> <p>18 something is a nuisance.</p> <p>19 And this determination does not</p> <p>07:47:44PM 20 have to come as a result of a complaint. They</p> <p>21 can see something that maybe the neighbor</p> <p>22 doesn't want to say something to their neighbor</p>	<p style="text-align: right;">364</p> <p>1 designed to be escape routes. But it's a</p> <p>2 standard, unfinished basement.</p> <p>3 Then we have what we call a lookout</p> <p>4 basement. Now, the lookout basement is where</p> <p>5 you have a site, a site where the building is</p> <p>6 located, and it may drop two or three feet from</p> <p>7 the front of the lot streetside to the back of</p> <p>8 the lot. And so we have to deal with that in</p> <p>9 the elevation and the foundation of the</p> <p>07:49:32PM 10 building. Well, as the lot drops away going</p> <p>11 down, you have a greater exposure of the</p> <p>12 concrete foundation. So rather than just having</p> <p>13 a big, ugly concrete foundation sticking out of</p> <p>14 the ground, we put windows. And that's what we</p> <p>15 call a window basement, an English basement if</p> <p>16 you will. And it's looking out over the,</p> <p>17 whatever the backyard has in it.</p> <p>18 Then where the lot configuration</p> <p>19 has a severe drop-off from front to rear, we</p> <p>07:50:05PM 20 have what we call a walkout basement. And this</p> <p>21 basement would have sliding glass doors, a lower</p> <p>22 patio, and presumably a deck at the first -- at</p>
<p style="text-align: right;">363</p> <p>1 or whatever the case may be. But the board of</p> <p>2 directors will say, We believe this is a</p> <p>3 nuisance and we want you to stop it or what have</p> <p>4 you. And they, this gives them that full</p> <p>5 control. And it takes away the opportunity for</p> <p>6 anyone to say, well, it wasn't listed in the</p> <p>7 book so, therefore, it's approved. And we think</p> <p>8 this catchall phrase is very good. And that's</p> <p>9 why we inserted it into the declaration. We</p> <p>07:48:21PM 10 did, however, at the request -- and I can't</p> <p>11 remember where it came from -- addressed the</p> <p>12 subject of swings and what have you in</p> <p>13 paragraph 18.</p> <p>14 And the next page deals with the</p> <p>15 plans for the basements. The definition of a</p> <p>16 basement or our standard lookout or walkout and</p> <p>17 what we put in the building is totally dependent</p> <p>18 on the site where the building is located. If</p> <p>19 the site is relatively flat, then we call that a</p> <p>07:48:55PM 20 standard basement. It's a typical basement.</p> <p>21 You go down the basement, there is window wells.</p> <p>22 And they have an escape mechanism, or they are</p>	<p style="text-align: right;">365</p> <p>1 the grade level off the living room or wherever</p> <p>2 it is in the floor plan.</p> <p>3 But those are the three</p> <p>4 configurations. One could have an option for a</p> <p>5 crawl space instead of a standard basement. One</p> <p>6 could have an option for a slab on grade, which</p> <p>7 is heated, the perimeter would be heated, so</p> <p>8 that it is warm when it's at standard</p> <p>9 configuration.</p> <p>07:50:47PM 10 But the fact of the matter is the</p> <p>11 homes will come, we have -- At the current plan</p> <p>12 we have 12 standard single-family basements,</p> <p>13 12 duplex standard basements for a total of 24.</p> <p>14 We have 7 lookout in the single families and 12</p> <p>15 in the duplex. And we have 10 in the</p> <p>16 single-family walkout basements, and we have</p> <p>17 6 walkout basements in the duplex.</p> <p>18 I might add here that in a duplex</p> <p>19 home, if the home -- the homes must have</p> <p>07:51:22PM 20 identical basement configurations. If you have</p> <p>21 a window on one side, it must be a window on the</p> <p>22 other. If it's standard, it's standard on both</p>

<p style="text-align: right;">366</p> <p>1 sides. And walkout would be the same way.</p> <p>2 Now, the next slide shows the</p> <p>3 public benefit and economic considerations. The</p> <p>4 36 traditional single-family homes compared to</p> <p>5 the 59 age-targeted homes will produce a 100 --</p> <p>6 estimated 122,000 net increase or a 31 percent</p> <p>7 positive impact to the school District 181. The</p> <p>8 estimated surplus in high school District 86 is</p> <p>9 33,000 estimated, 13 percent, increase, positive</p> <p>07:52:23PM 10 impact. The Hinsdale Village would have a</p> <p>11 \$14,000 estimated net increase or a 13 percent</p> <p>12 positive impact.</p> <p>13 In addition to these positive</p> <p>14 impacts in the tax benefits, several years ago</p> <p>15 we paid the Village park district \$720,000. If</p> <p>16 you add up the 122, the 33, and the 14,000, it</p> <p>17 comes to about \$169,000 estimated positive tax</p> <p>18 benefit to the Village, the school districts</p> <p>19 combined. Over 10 years that's \$1.69 million.</p> <p>07:53:13PM 20 If those -- I'm not going to get into it. But</p> <p>21 if those same cash, cash flows were capitalized</p> <p>22 at 5 percent, it would be close to 3 million,</p>	<p style="text-align: right;">368</p> <p>1 traffic and the increase. There is going to be</p> <p>2 a decrease in traffic of 33 percent. About</p> <p>3 134 average daily trips per day less from the</p> <p>4 proposed development than there would be from a</p> <p>5 36-single family plan, as we now have it, as</p> <p>6 it's now zoned.</p> <p>7 And there is a 98 percent increase</p> <p>8 in the common, common open space. As the</p> <p>9 current plan, all of the property is platted in</p> <p>07:55:25PM 10 private lots. There was about 1700 feet and</p> <p>11 some buffer area that was open space or common</p> <p>12 space. Now we have over 44,000 square feet of</p> <p>13 additional common open space.</p> <p>14 CHAIRMAN CASHMAN: Can I just make one</p> <p>15 comment about that.</p> <p>16 MR. JAMES: Yes.</p> <p>17 CHAIRMAN CASHMAN: Per the previous</p> <p>18 meeting, though, when we look at open space, per</p> <p>19 the way our Code is defined, it was a 6 percent</p> <p>07:55:58PM 20 increase from original to today.</p> <p>21 MR. JAMES: Yes. That's why I made the</p> <p>22 reference common open space, the open.</p>
<p style="text-align: right;">367</p> <p>1 \$3.5 million, close to it, 3.38.</p> <p>2 Now, the other, let's go to the</p> <p>3 next slide, the planned development benefits.</p> <p>4 It's already known, it's been supported, I just</p> <p>5 read some e-mails that the Village has received,</p> <p>6 and we know from the public meeting you had here</p> <p>7 some months ago that there is community support</p> <p>8 for age-targeted housing. We also know that</p> <p>9 many Hinsdale residents have already left the</p> <p>07:54:01PM 10 Village of Hinsdale for other communities where</p> <p>11 age-targeted homes have been provided and are</p> <p>12 continued to be provided. There is a projected</p> <p>13 75 percent decrease in the high school</p> <p>14 enrollment compared to the current zoning for</p> <p>15 36 single-family homes. There is an 86 percent</p> <p>16 decrease in elementary student population versus</p> <p>17 the existing zoning. I already mentioned that</p> <p>18 over 10 years the \$169,000 estimated annual</p> <p>19 benefit would be \$1.69 million as a benefit to</p> <p>07:54:42PM 20 the Village.</p> <p>21 Questions on traffic. I just read</p> <p>22 an e-mail a few minutes ago, worried about the</p>	<p style="text-align: right;">369</p> <p>1 CHAIRMAN CASHMAN: Total open space we</p> <p>2 are talking about 6 percent increase.</p> <p>3 MR. JAMES: Yes. Exactly. But in the</p> <p>4 common space, up at the northeast corner or the</p> <p>5 northwest corner of the plan, and over on the</p> <p>6 entrance off of 55th, those areas exceed 44,000</p> <p>7 square feet that weren't there before. And</p> <p>8 that's the common, you know, gathering place of</p> <p>9 a park or what have you.</p> <p>07:56:31PM 10 So what is the proposed plan</p> <p>11 details. It's an R-2 district with a planned</p> <p>12 unit overlay. And that language is a text</p> <p>13 amendment, which you will hopefully approve and</p> <p>14 pass on to the trustees. There are 44</p> <p>15 buildings, 1.8 buildings per acre. There are</p> <p>16 59 units, 2.4 units per acre. 29 single-family</p> <p>17 homes with an average lot size of 12,000, over</p> <p>18 12,000, and a minimum of 10,000 square feet.</p> <p>19 30 duplex homes and average lot of close to</p> <p>07:57:15PM 20 18 though 17,920 and a combined total of about</p> <p>21 15,000 square feet. It's fee simple ownership</p> <p>22 and the two parks are in excess of 44,000 square</p>

<p style="text-align: right;">370</p> <p>1 feet. And we will include a sidewalk 2 connection, the public walk at the far south end 3 of the property into Katherine Legge park so 4 that's a public benefit.</p> <p>5 And the last page is just a 6 continuation of the many awards that we have won 7 from our development from land planner to 8 architecture to landscaping. And I'm pleased to 9 say at the last home builders award ceremony our 10 two most recent projects garnered nine more Gold 11 Keys. So we are very proud of that, and we have 12 added those to this list.</p> <p>13 That concludes our answers to the 14 questions you raised. And I will be glad to 15 review any of the information or answer any of 16 the questions that you have.</p> <p>17 CHAIRMAN CASHMAN: All right. Thank 18 you.</p> <p>19 MR. JAMES: You are welcome.</p> <p>20 CHAIRMAN CASHMAN: Questions by the 21 Commissioners? 22 MR. WILLOBEE: I guess I appreciate,</p>	<p style="text-align: right;">372</p> <p>1 original plan with the 36 lots, they took into 2 account all the homes and driveways and 3 sidewalks on the properties. The new plan with 4 the increased density has the total impervious 5 coverage on the lots themselves increased by .2 6 of an acre, the original plan. There is more 7 coverage on the lot. I don't know how that 8 relates to the open space in the calculation but 9 the impervious coverage --</p> <p>10 MR. WILLOBEE: I guess as far as, I 11 mean per the Code is the delta impervious open 12 space? I'm just --</p> <p>13 CHAIRMAN CASHMAN: Open space, it could 14 be impervious surface could be considered open 15 space. Pavement would be still open space in 16 the Code definition.</p> <p>17 MR. WILLOBEE: In the Code def? 18 CHAIRMAN CASHMAN: Yes. Open space 19 refers to structures, buildings. Not to pull up 20 the definition, I think I have it here, but that 21 was really defining the difference. 22 MR. WILLOBEE: Okay.</p>
<p style="text-align: right;">371</p> <p>1 Steve, you clarifying that 6 percent. In 2 looking at the information that was provided, 3 the current number calculations, I know you said 4 the curve number doesn't change. However, the 5 impervious area, just to be clear, on those 6 calculations does increase by .2 of an acre; is 7 that correct?</p> <p>8 MR. JAMES: I would ask -- This is 9 Brett Duffy, our engineer.</p> <p>10 MR. DUFFY: Brett Duffy with Spaceco. 11 Yes. It does increase by .2 of an acre, you are 12 correct.</p> <p>13 MR. WILLOBEE: So we have seen the 14 numbers for open space several different ways, 15 for example, the 98 percent and the 6 percent we 16 are looking at. I'm just a little confused per 17 how the Code is written as all inclusive for 18 open space, private, just -- So I'm still not 19 understanding the math if we are increasing the 20 impervious area. 21 MR. DUFFY: The increase in the 22 impervious area is the -- from the first</p>	<p style="text-align: right;">373</p> <p>1 CHAIRMAN CASHMAN: And really to me it 2 makes sense. It's how you perceive it. If you 3 look and it's not a building there, whether it's 4 a sidewalk or a patio, whatever. Stormwater is 5 a whole different ball game.</p> <p>6 MR. WILLOBEE: Exactly. I look at open 7 space where the raindrop falls. So that's where 8 I'm just, that's why I'm asking for 9 clarification.</p> <p>10 CHAIRMAN CASHMAN: I will look through 11 my notes, but I believe that was exactly -- 12 Because that was initially when I 13 think in your first submittal package --</p> <p>14 MR. JAMES: Right.</p> <p>15 CHAIRMAN CASHMAN: I kind of went 16 through the definition of open space.</p> <p>17 MR. JAMES: Right. I think my comment 18 was speaking to the fact that in the 36-unit 19 subdivision all of the land is platted out for 20 private lots. There were no areas where 21 neighbors could gather in a public setting, sit 22 and chat or, you know, walk and what have you</p>

<p style="text-align: right;">374</p> <p>1 and talk because they were all private lots.</p> <p>2 Now we have the northeast corner</p> <p>3 and the entrance by 55th. And that space I,</p> <p>4 that's called -- We call that the common open</p> <p>5 space.</p> <p>6 CHAIRMAN CASHMAN: And basically, Mark,</p> <p>7 to answer your question, in the definition in</p> <p>8 our Code, it talks about open space. Open,</p> <p>9 unobstructed from ground to sky except by</p> <p>08:01:30PM 10 facilities specifically designed to range</p> <p>11 10 degrees. So it's structures.</p> <p>12 MR. WILLOBEE: Right. Well, but it</p> <p>13 also says for active outdoor recreation and</p> <p>14 relaxation; right? So are we including patios</p> <p>15 and things like that in this context? Because I</p> <p>16 wouldn't consider a driveway recreation or</p> <p>17 relaxation.</p> <p>18 CHAIRMAN CASHMAN: That's a good</p> <p>19 question.</p> <p>08:01:53PM 20 MR. WILLOBEE: So --</p> <p>21 MS. CRNOVICH: Does that change total</p> <p>22 lot coverage?</p>	<p style="text-align: right;">376</p> <p>1 MR. WILLOBEE: I agree. But under the</p> <p>2 planned development, we are tasked with -- and</p> <p>3 the Village is tasked with making sure there is</p> <p>4 an increase in the amount of open space versus</p> <p>5 conventional -- right? -- overall. So that's</p> <p>6 the part where --</p> <p>7 MR. BALAS: That's been established.</p> <p>8 We are at I think 34 percent total lot coverage</p> <p>9 under the proposed plan versus the 15 percent</p> <p>08:03:08PM 10 that's allowable under the existing plan.</p> <p>11 MR. WILLOBEE: On a per lot basis. I'm</p> <p>12 talking about the whole development.</p> <p>13 MR. BALAS: Right. So there is no</p> <p>14 common open space. You can build up to</p> <p>15 50 percent.</p> <p>16 MR. JAMES: Of the 36 lots.</p> <p>17 MR. BALAS: Of those 36 lots. We have</p> <p>18 got 34 percent on our lots. And we have over, I</p> <p>19 think, 2 acres of common open space. So it's</p> <p>08:03:34PM 20 clearly more open space, I believe, as defined</p> <p>21 under the Code.</p> <p>22 MR. WILLOBEE: I apologize. I don't</p>
<p style="text-align: right;">375</p> <p>1 MR. WILLOBEE: Well, it depends on the</p> <p>2 calculation. It sounds like -- And I'm just</p> <p>3 sticking to the part of the PUD and what we</p> <p>4 are --</p> <p>5 CHAIRMAN CASHMAN: The open space</p> <p>6 requirement is big.</p> <p>7 MR. WILLOBEE: Right.</p> <p>8 MR. DUFFY: The stormwater report was</p> <p>9 only focusing on impervious coverage. It didn't</p> <p>08:02:14PM 10 have anything to do with open space</p> <p>11 calculations. So it was just --</p> <p>12 MR. WILLOBEE: I'm trying to put two</p> <p>13 sets of math together, and it's not adding up to</p> <p>14 me in --</p> <p>15 MR. YU: So in the private lot in the</p> <p>16 R-2 district, you can have a maximum lot</p> <p>17 coverage of 50 percent.</p> <p>18 MR. WILLOBEE: Right.</p> <p>19 MR. YU: So if these were single-family</p> <p>08:02:31PM 20 residential, the building code would allow them</p> <p>21 to potentially have a lot coverage of 50</p> <p>22 percent. Whereas here it's really not --</p>	<p style="text-align: right;">377</p> <p>1 think it's clear.</p> <p>2 CHAIRMAN CASHMAN: Are you able to</p> <p>3 bring up the slide from last month? Do you</p> <p>4 happen to have that with you? Because that</p> <p>5 was --</p> <p>6 MR. JAMES: If we can find it, yes. We</p> <p>7 will try.</p> <p>8 CHAIRMAN CASHMAN: In the previous</p> <p>9 packet where you had open space was page 102 and</p> <p>08:03:59PM 10 163. It looks like this.</p> <p>11 MR. JAMES: Was that last meeting?</p> <p>12 CHAIRMAN CASHMAN: Yes, at the</p> <p>13 November meeting. And this is where you had</p> <p>14 your calculations. Yes. It might be good to go</p> <p>15 through that.</p> <p>16 MR. JAMES: What page was that? 102,</p> <p>17 103 you said?</p> <p>18 MR. WILLOBEE: So the November 9</p> <p>19 packet.</p> <p>08:04:52PM 20 CHAIRMAN CASHMAN: I guess the trick</p> <p>21 would be space that -- I mean patios. Do you</p> <p>22 have a standard in these single-family duplexes,</p>

<p style="text-align: right;">378</p> <p>1 is there a standard like patio offering or how</p> <p>2 do --</p> <p>3 MR. JAMES: Here is the open space</p> <p>4 comparison. The fee simple lot area was</p> <p>5 736 -- 36 units, there are 759,112 square feet.</p> <p>6 That's using a 50 percent lot coverage for the</p> <p>7 36 homes.</p> <p>8 The 59 Hinsdale Meadows plan has</p> <p>9 638,453 square feet or 34 percent. The maximum</p> <p>08:05:41PM 10 lot coverage (b) is 379 for the 36 plan and 215,</p> <p>11 215,000, for the 59-unit plan. And the private</p> <p>12 open space, (a minus b), 379,556, and 422,718</p> <p>13 for the 59-unit plan. There are no pocket</p> <p>14 parks. There is no common center open space.</p> <p>15 And there was a fringe area open space of</p> <p>16 1,751 feet. And it comes out to be,</p> <p>17 calculations, it's an increase of it was</p> <p>18 381,000 square feet in round numbers versus</p> <p>19 522 open space, total minimum open space in the</p> <p>08:06:43PM 20 59-unit plan. And the current plan, as I said,</p> <p>21 was 381, the proposed plan was 522, an increase</p> <p>22 of 140,000 or 37 percent increase in open space.</p>	<p style="text-align: right;">380</p> <p>1 accommodate.</p> <p>2 When we reran those, and however</p> <p>3 those were established originally, established</p> <p>4 the size of the detention basin. We then took</p> <p>5 the most current plan and calculated all the</p> <p>6 impervious coverage, driveways, new surface</p> <p>7 walks, patios, decks, everything that was</p> <p>8 included, and came up with an increase from the</p> <p>9 original design calculations of about .23 acres.</p> <p>10 I don't know how that relates to</p> <p>11 open space and coverage. To me it doesn't</p> <p>12 relate back and forth. I'm just looking at raw</p> <p>13 numbers and how we established the detention</p> <p>14 pond. And I don't know how that relates to open</p> <p>15 space, and I don't think that's --</p> <p>16 CHAIRMAN CASHMAN: I would say we go</p> <p>17 from 36 driveways to 59.</p> <p>18 MR. WILLOBEE: Right.</p> <p>19 CHAIRMAN CASHMAN: So that's a big</p> <p>08:08:21PM 20 change right there. But then we are talking</p> <p>21 about smaller footprints.</p> <p>22 MR. DUFFY: Smaller footprints.</p>
<p style="text-align: right;">379</p> <p>1 Those are the numbers in your book and that was</p> <p>2 all --</p> <p>3 CHAIRMAN CASHMAN: I guess so my</p> <p>4 question would be if we are increasing the open</p> <p>5 space where are we coming up with additional</p> <p>6 impervious surface.</p> <p>7 MR. WILLOBEE: That's my point because</p> <p>8 the definition per the Code of open space is</p> <p>9 very broad.</p> <p>08:07:17PM 10 CHAIRMAN CASHMAN: Well, the only thing</p> <p>11 that we wouldn't be counting would be like a</p> <p>12 patio.</p> <p>13 MR. WILLOBEE: Exactly.</p> <p>14 CHAIRMAN CASHMAN: So it's not a large</p> <p>15 area.</p> <p>16 MR. DUFFY: I cannot speak to how it</p> <p>17 relates to the open space. I'm going back in</p> <p>18 the original calculations that were prepared for</p> <p>19 the stormwater management basin from when this</p> <p>08:07:33PM 20 was developed back in 2003. There was a certain</p> <p>21 impervious coverage that was assumed that needed</p> <p>22 to be -- that a detention basin was designed to</p>	<p style="text-align: right;">381</p> <p>1 MR. JAMES: Versus 50 percent.</p> <p>2 MR. DUFFY: So the footprints of the</p> <p>3 houses are smaller. How the open space relates,</p> <p>4 I'm not exactly sure. But just looking at raw</p> <p>5 numbers of how the original calculations were</p> <p>6 made for detention basin sizing itself and how</p> <p>7 it relates to the new plan and strictly go with</p> <p>8 that.</p> <p>9 MR. WILLOBEE: That's fair. It wasn't</p> <p>08:08:47PM 10 necessarily apples to apples, you were using</p> <p>11 these numbers.</p> <p>12 MR. DUFFY: Right.</p> <p>13 MR. WILLOBEE: I guess what I was</p> <p>14 asking for last month was just a comparison of</p> <p>15 impervious calculated the same way you did for</p> <p>16 the proposed off of what's already permitted to</p> <p>17 get a true apples-to-apples comparison.</p> <p>18 Because I think there is a lot of</p> <p>19 different ways you can present these open space</p> <p>08:09:08PM 20 numbers. And per our Code, again I'm still not</p> <p>21 understanding that net increase.</p> <p>22 So, Mr. Duffy, I understand your</p>

<p style="text-align: center;">382</p> <p>1 calculation was in one regard.</p> <p>2 MR. DUFFY: Right.</p> <p>3 MR. WILLOBEE: But I guess on the open</p> <p>4 space --</p> <p>5 CHAIRMAN CASHMAN: I guess if you made</p> <p>6 assumptions like on patios, you made assumptions</p> <p>7 for each of the units, what is that area. You</p> <p>8 know, we would be able to find out what that</p> <p>9 area was in your calculations. But we are still</p> <p>08:09:29PM 10 talking about a 6 percent delta taking that out</p> <p>11 of the equation. So I doubt it's quarter of an</p> <p>12 acre, but I don't know.</p> <p>13 MR. DUFFY: I didn't look at individual</p> <p>14 patios on each building. I'm not sure what each</p> <p>15 one of those added up to. I took the overall</p> <p>16 coverage of the lots in the impervious</p> <p>17 calculations. So I don't know --</p> <p>18 CHAIRMAN CASHMAN: Did you add in</p> <p>19 patios?</p> <p>08:09:54PM 20 MR. DUFFY: Whatever was shown on the</p> <p>21 plan is whatever was calculated. The current</p> <p>22 plan that was presented includes patios and</p>	<p style="text-align: center;">384</p> <p>1 various models within the planned unit</p> <p>2 development. We took the largest lot, the</p> <p>3 largest home that could be built on that lot.</p> <p>4 Because there are some lots that will not</p> <p>5 accommodate the largest home.</p> <p>6 MR. WILLOBEE: All right.</p> <p>7 MR. JAMES: Thank you.</p> <p>8 CHAIRMAN CASHMAN: I guess you still</p> <p>9 must have that data on the patios, just the area</p> <p>08:11:02PM 10 of the patios.</p> <p>11 MR. JAMES: I think they are probably</p> <p>12 about 10 by 12.</p> <p>13 CHAIRMAN CASHMAN: If you could just</p> <p>14 provide us that information, that would be</p> <p>15 great.</p> <p>16 MR. JAMES: Sure.</p> <p>17 CHAIRMAN CASHMAN: But we are talking</p> <p>18 about a delta here that's 60,000 square feet.</p> <p>19 And looking at the size of the patios that are</p> <p>08:11:16PM 20 shown in here, it doesn't look like 60,000</p> <p>21 square feet of patio. So we just want to make</p> <p>22 sure we are truly looking at this properly and</p>
<p style="text-align: center;">383</p> <p>1 decks, and those were included in the coverage</p> <p>2 calculations.</p> <p>3 MR. WILLOBEE: But you don't know if</p> <p>4 the 2003 calculations included that same?</p> <p>5 MR. DUFFY: These were custom lots.</p> <p>6 They made assumptions on those lots. And those</p> <p>7 kinds of sizes, I don't know how that relates.</p> <p>8 CHAIRMAN CASHMAN: Okay. So these</p> <p>9 small patios that are indicated on the current</p> <p>08:10:19PM 10 site plan?</p> <p>11 MR. DUFFY: That was included in that</p> <p>12 number, correct.</p> <p>13 MR. JAMES: Yes. Yes.</p> <p>14 MR. DUFFY: My understanding is those</p> <p>15 single-family homes are the biggest homes that</p> <p>16 can be built on the lots. And there are other</p> <p>17 models that are a smaller footprint. So we have</p> <p>18 used the maximum size building on each one of</p> <p>19 those lots. And I'm going to make a pretty big</p> <p>08:10:33PM 20 guess that the biggest house will not be on</p> <p>21 every single lot, there will be some reduction.</p> <p>22 MR. JAMES: We are talking about the</p>	<p style="text-align: center;">385</p> <p>1 we can say, yes, you are providing additional</p> <p>2 open space.</p> <p>3 MR. JAMES: Are you talking about open</p> <p>4 space or impervious surface?</p> <p>5 CHAIRMAN CASHMAN: Well, we want to</p> <p>6 know what the patio amount is.</p> <p>7 MR. JAMES: I think the, if I'm not</p> <p>8 mistaken, our typical patio is about 10 by 12;</p> <p>9 but I can confirm that.</p> <p>08:11:43PM 10 MR. MC GINNIS: Chairman, if I can jump</p> <p>11 in just for a minute.</p> <p>12 CHAIRMAN CASHMAN: Sure.</p> <p>13 MR. MC GINNIS: I'm not sure if I'm</p> <p>14 going to be able to add any clarity to this or</p> <p>15 not. It seems like we are commingling terms.</p> <p>16 So there is total lot coverage, which is I'm</p> <p>17 sure what was used as part of the original</p> <p>18 subdivision approval in addition to whatever</p> <p>19 stormwater calcs they had to provide. And under</p> <p>08:11:59PM 20 the R-2, you are allowed a total of 50 percent</p> <p>21 lot coverage.</p> <p>22 MR. JAMES: Right.</p>

<p style="text-align: center;">386</p> <p>1 MR. MC GINNIS: In this case, you have</p> <p>2 much smaller lots that could theoretically be</p> <p>3 built on with a lot more common open space that</p> <p>4 can't. So arguably you would end up with less</p> <p>5 total lot coverage under this proposal than you</p> <p>6 would theoretically under the R-2.</p> <p>7 But you are right, the definition</p> <p>8 of open space is somewhat nebulous.</p> <p>9 MR. JAMES: That's the problem.</p> <p>08:12:25PM 10 CHAIRMAN CASHMAN: It's just that</p> <p>11 paragraph where it says, Except by facilities</p> <p>12 specifically designed, arranged and intended for</p> <p>13 use in conjunction with passive or active</p> <p>14 outdoor recreation or relaxation, which in my</p> <p>15 mind is a patio or a play field or something.</p> <p>16 So if we have less than 60,000</p> <p>17 square feet of patios, we have an increase in</p> <p>18 open space. Because right now the difference</p> <p>19 between the previous proposal was Sedgwick was</p> <p>08:12:54PM 20 602,000 square feet of open space and the</p> <p>21 Hinsdale Meadows is 662 and change.</p> <p>22 So I think we are still there, but</p>	<p style="text-align: center;">388</p> <p>1 consternation. It didn't seem like we were</p> <p>2 getting anywhere.</p> <p>3 MR. JAMES: Right.</p> <p>4 CHAIRMAN CASHMAN: I guess my only</p> <p>5 question on paragraph 18 would be if it could</p> <p>6 just be revised to read more like the start of</p> <p>7 19 where instead of it ending, Permitted on a</p> <p>8 lot, permitted on -- in and about a unit, lot,</p> <p>9 or common property. Just so it's consistent</p> <p>08:14:24PM 10 between the two. Because if you read that, you</p> <p>11 could actually have recreational equipment on</p> <p>12 the common property unless there is some other</p> <p>13 paragraph elsewhere that says you can't.</p> <p>14 MR. JAMES: I think we covered that</p> <p>15 elsewhere.</p> <p>16 CHAIRMAN CASHMAN: That's just my</p> <p>17 concern. I think it -- I wanted to kind of</p> <p>18 hear what the Commissioners thought about that.</p> <p>19 Because as we talked about at the last meeting,</p> <p>08:14:44PM 20 the whole discussion about age targeted versus</p> <p>21 age restricted, if we are going the age-targeted</p> <p>22 route, we need to have something that is going</p>
<p style="text-align: center;">387</p> <p>1 it would just be good to have that data. And</p> <p>2 we are basically talking 120 square feet times</p> <p>3 59 so --</p> <p>4 MR. JAMES: I mean that's impervious</p> <p>5 surface. And how you determine, how you justify</p> <p>6 open space versus impervious surface, they are</p> <p>7 apples and/oranges.</p> <p>8 MR. WILLOBEE: Not necessarily. I</p> <p>9 mean --</p> <p>08:13:23PM 10 MR. JAMES: Well, it is. Open space</p> <p>11 you can look through it, but there may be a</p> <p>12 patio below it.</p> <p>13 MR. BALAS: Yes. The criteria under</p> <p>14 the Code is open space as defined under the</p> <p>15 Code.</p> <p>16 MR. WILLOBEE: Right. And I guess</p> <p>17 that's what Steve's pointed out, too.</p> <p>18 MR. JAMES: It was confusing for us.</p> <p>19 MR. WILLOBEE: Right. Yes.</p> <p>08:13:49PM 20 CHAIRMAN CASHMAN: Other questions?</p> <p>21 Well, I appreciate you clarifying</p> <p>22 this document because that was causing me some</p>	<p style="text-align: center;">389</p> <p>1 to encourage these to be empty-nester type units</p> <p>2 versus just single-family units.</p> <p>3 And I think when we talked before,</p> <p>4 we thought the homeowners association</p> <p>5 restrictions could go in that direction.</p> <p>6 Because if you are looking at a property there</p> <p>7 for \$900,000 and you can't have a play set and</p> <p>8 you have a 6-year-old daughter, and you have a</p> <p>9 house somewhere else in Hinsdale, and it's</p> <p>08:15:15PM 10 900,000, it's got a back yard and play sets and</p> <p>11 swings, I know where I would be going to make</p> <p>12 sure my daughter has a play set. So that would</p> <p>13 be the hope.</p> <p>14 But you could always have like a</p> <p>15 high school, a family with, say, a high school-</p> <p>16 aged student, could decide they want to move in,</p> <p>17 they don't really need a play set. They are</p> <p>18 okay with that. They are in sports, whatever.</p> <p>19 So there is no way to guarantee that this is</p> <p>08:15:35PM 20 going to be all empty-nester, but I think we can</p> <p>21 encourage through these restrictions a higher</p> <p>22 level of empty-nester use.</p>

<p style="text-align: right;">390</p> <p>1 MR. JAMES: If you look at the opening 2 sentence in paragraph 19, which is the paragraph 3 that gives the board of directors total control, 4 it says, There shall be no trampolines, 5 basket -- Correction. In the event any 6 activity in or about a unit, lot, or the common 7 property, so that's the catchall. It's a unit, 8 the lot, or the common property shall be, you 9 know, causing disturbance which adversely 10 affects any owner. And I think there is 11 something that --</p> <p>12 MR. BALAS: Yes. There is the 13 provision on -- You don't have it there in 14 front of you. But Article IX, paragraph 4, 15 There shall be no courts, play fields, lounging, 16 parking, baby carriages, playpens, swing sets, 17 bicycles, wagons, toys, or placing of benches or 18 chairs on the common property except as 19 authorized or designated by the association.</p> <p>20 CHAIRMAN CASHMAN: Okay. Article 4 -- 21 MR. JAMES: Yes. 22 CHAIRMAN CASHMAN: So you can't</p>	<p style="text-align: right;">392</p> <p>1 planned unit development without coming back to 2 this board.</p> <p>3 CHAIRMAN CASHMAN: And I think we 4 talked about that. Mike, I had that question 5 for you in the past.</p> <p>6 MR. MARRS: Yes.</p> <p>7 MR. JAMES: They don't have the right 8 to do that.</p> <p>9 MS. MC MAHON: Because this document is 10 a component of the approved PUD?</p> <p>11 MR. JAMES: Yes.</p> <p>12 MR. MARRS: Yes. And one of the 13 standards for planned unit developments in your 14 Code talks about the covenants and says that the 15 covenants shall provide a -- may not be 16 modified, removed, or released without the 17 express consent of the Board of Trustees and 18 that they may be enforced by the Village as well 19 as by future land owners.</p> <p>20 CHAIRMAN CASHMAN: Okay. Thank you. 21 MR. JAMES: That's our understanding, 22 too.</p>
<p style="text-align: right;">391</p> <p>1 suddenly put a playground in somewhere.</p> <p>2 MR. JAMES: Yes.</p> <p>3 MS. MC MAHON: I have thought on this 4 declaration, is there a method that the 5 homeowners association can change this?</p> <p>6 MR. JAMES: Well --</p> <p>7 MS. MC MAHON: This document.</p> <p>8 MR. JAMES: The only thing they, the 9 homeowners situation -- and I don't want to play 10 attorney here -- cannot change the terms of the 11 planned unit development. Only your board can 12 change the terms of the planned unit 13 development.</p> <p>14 MS. MC MAHON: So if this declaration 15 is a part of the planned unit development, then 16 it can't be changed?</p> <p>17 MR. JAMES: That's right. Yes.</p> <p>18 MR. BALAS: On the Village's --</p> <p>19 MR. JAMES: If they want to change 20 something in the declaration having to do 21 with -- I don't want to play attorney. All I 22 know is they cannot change the terms of the</p>	<p style="text-align: right;">393</p> <p>1 CHAIRMAN CASHMAN: Anna, any questions?</p> <p>2 MS. FIASCONE: Obviously we have seen a 3 lot of support for this through e-mails and 4 people coming in here, and I think it's very 5 well-supported, so it's great. But we have seen 6 a lot of the pushback on the pricing. And I'm 7 not one to dictate your pricing at all, I don't 8 think that's our job. But obviously, we are 9 concerned on whether these sit vacant or not.</p> <p>10 What's kind of your response to the 11 pricing, your experience? You have obviously 12 done this.</p> <p>13 MR. JAMES: We always want to price 14 them at the market price or below. We would 15 like to reduce our prices. And we are working 16 on that. But we don't have any, anything that 17 we can talk about at this point. But the answer 18 is we are doing everything we can.</p> <p>19 But labor, wood, materials, it's 20 all, that's all a commodity. Pricing goes back 21 to the land, what is the land, what is the value 22 of the land, what did you pay for the land.</p>

<p style="text-align: center;">394</p> <p>1 That's the real variable and what, how much per 2 unit.</p> <p>3 And as you probably know, we 4 purchased this property back in 2002, some 5 14 years ago, going on 15 years. And it's no 6 secret, we paid about \$15 million, a little more 7 than that, for the land. Now, you add to that 8 the carrying costs, the real estate taxes, the 9 site improvements with all the infrastructure, 10 streets, sidewalks, sewer, utility lines, what 11 have you, and you get up to a pretty high, 12 pretty high figure.</p> <p>13 We do appreciate very, very much 14 the fact that we have been able to increase the 15 density. And that helps, that helps a lot; and 16 we hope it will come to fruition. And we can 17 lower the prices, and we are working on that. 18 But we don't have that definite figure yet 19 because we just don't have all the information 20 in yet.</p> <p>21 We have been talking about the 22 public benefit. We have been talking about the</p>	<p style="text-align: center;">396</p> <p>1 CHAIRMAN CASHMAN: If the density was 2 increased even more, couldn't that help drive 3 down some of your costs if you took a --</p> <p>4 MR. JAMES: That's a good question.</p> <p>5 CHAIRMAN CASHMAN: -- if you took the 6 single-family and they became 4 duplexes.</p> <p>7 MR. JAMES: That's a good question. 8 But here are the issues here, the infrastructure 9 is already in this, in other words, the streets, 10 the sewers, the electric utility lines going 11 back to the houses where they were going to 12 enter. So typically if a developer is given an 13 increase in density and it's a plain, flat piece 14 of ground with nothing there, yes, that's a 15 definite positive.</p> <p>16 But when you have infrastructure 17 already in the ground and you are limited by 18 where you can put these houses and the size of 19 the houses, then the density is -- the increased 20 density is good to a point at which you can't do 21 anymore because you have got the utility lines 22 and everything in there. And to move and</p>
<p style="text-align: center;">395</p> <p>1 dog park. We have been talking about a running 2 track. And I wrote a note today to the Village 3 that said the running track just isn't going to 4 work because the total -- We were going to take 5 our excess dirt and build a sledding hill, and 6 then we would do the running track. And 7 hopefully it would all come out less than what 8 it would cost us to move the dirt offsite and 9 dispose of it. It doesn't work that way. It 10 just adds to the price so we can't do that.</p> <p>11 So then I did send to the Village 12 today information on a question they asked us 13 about the Humane Society office building at KLM 14 park. And they have that information, and I 15 haven't heard back from them yet. But we are 16 doing everything we can I can assure you.</p> <p>17 And quite frankly, with some of the 18 other projects around more recently, most 19 recently completed, our prices are not that, are 20 not that far out of line at all. They are right 21 in line with them. And I'm not going to mention 22 the projects, but they are recently completed.</p>	<p style="text-align: center;">397</p> <p>1 restructure those, it would be more than, more 2 than you could get out of the increased density.</p> <p>3 But we continue to look at that, we 4 continue to strive for it. And we will continue 5 to do that. It's all part of the process.</p> <p>6 CHAIRMAN CASHMAN: Okay.</p> <p>7 MS. CRNOVICH: Won't some of the 8 infrastructure have to be changed now anyway?</p> <p>9 MR. JAMES: Pardon?</p> <p>10 MS. CRNOVICH: Won't some of the 11 infrastructure have to be changed anyway to get 12 the duets in?</p> <p>13 MR. JAMES: The road network remains 14 the same. The major sewer, water lines all 15 remain the same. It's the electrical and some 16 of the lines that, the transformers and what 17 have you, that have to be repositioned to fit 18 the dimensions of the new homes and the lot 19 configurations.</p> <p>20 So the answer is it has been 21 changed to the point where it's economical where 22 it doesn't increase the cost. I mean, you know,</p>

<p style="text-align: center;">398</p> <p>1 over and above any benefit of increased density.</p> <p>2 CHAIRMAN CASHMAN: I just want to</p> <p>3 state, you comment on it, regarding the public</p> <p>4 benefit and the dog park we talked about a month</p> <p>5 ago. It's in the packet. But for people</p> <p>6 watching or listening, it was basically then</p> <p>7 reviewed by Village staff, a recommendation was</p> <p>8 then sent to the parks and rec commission, they</p> <p>9 reviewed it, and basically rejected the idea.</p> <p>10 So I'm glad they looked at it. It</p> <p>11 would be terrible -- You don't want to give</p> <p>12 presents and have them returned. But I</p> <p>13 appreciate your patience because then,</p> <p>14 obviously, we were heading down that path; and</p> <p>15 now we have to find a different path to go down.</p> <p>16 So the issue of public benefit is</p> <p>17 still being discussed and reviewed by the</p> <p>18 applicant and by the Village. So we really</p> <p>19 don't have that information to act on tonight.</p> <p>20 What he's mentioned, a couple things that have</p> <p>21 been discussed, some needs that the Village has</p> <p>22 related to Katherine Legge that they could</p>	<p style="text-align: center;">400</p> <p>1 public benefit that you may not realize today,</p> <p>2 but you will realize it over years to the tune</p> <p>3 of the tax impact, 1,690,000 in 10 years, or</p> <p>4 \$169,000 a year, if our figures are right; and</p> <p>5 we have every reason to believe they will be</p> <p>6 based on our survey.</p> <p>7 And I might add this, when it comes</p> <p>8 to age targeted versus age restricted, right</p> <p>9 now, right now, this property is zoned for 36</p> <p>10 single-family homes. And there are projected</p> <p>11 29 school children in the elementary school</p> <p>12 district. If you take our numbers and reduce --</p> <p>13 I mean take the difference between the</p> <p>14 29 projected for the existing zoning and the</p> <p>15 4 projected students for the elementary school,</p> <p>16 I'm just talking elementary now, that would mean</p> <p>17 you would have to go -- And our superintendent,</p> <p>18 your superintendent, tells us that they can</p> <p>19 handle the 9 in the Rutgers report. But</p> <p>20 forgetting that, taking the 4 from the 29, you</p> <p>21 would have to have 25 school children or about</p> <p>22 40 percent of the units that we are proposing to</p>
<p style="text-align: center;">399</p> <p>1 possibly help with. But we are just going to</p> <p>2 have to continue that for another discussion</p> <p>3 because we just are not going to have the</p> <p>4 information tonight.</p> <p>5 And I appreciate your patience. I</p> <p>6 was, a month ago I thought tonight we might be</p> <p>7 in a position to vote on this. But it's because</p> <p>8 of that one crucial piece, it's the public</p> <p>9 benefit, we are not going to be able to.</p> <p>10 MR. JAMES: Well, I can leave you only</p> <p>11 with our thoughts. I think the information I</p> <p>12 sent to the Village today about the roof</p> <p>13 structure was very positive at the KLM Humane</p> <p>14 Society building, and I would hope that would be</p> <p>15 satisfactory.</p> <p>16 And you add to that, which I don't</p> <p>17 think you can discount, and that is the 720,000</p> <p>18 we paid several years ago to the park district.</p> <p>19 Add to that the tax benefit to the high school,</p> <p>20 to the District 181, and to the Village, add to</p> <p>21 that the 33 percent less traffic coming out of</p> <p>22 the development. It all adds up to a long-term</p>	<p style="text-align: center;">401</p> <p>1 have a child, which is just unheard of in an</p> <p>2 age-targeted community. That would be one child</p> <p>3 in 25 of the 59 homes, one child each in 29 --</p> <p>4 in 25 of the 59 homes before you would equal</p> <p>5 where you are today with 36 homes and</p> <p>6 29 children. It's just unheard of. There is no</p> <p>7 evidence. There is nothing to, nothing to show</p> <p>8 that.</p> <p>9 In addition -- And this is very</p> <p>10 simple, in fact, maybe it's too simple. If you</p> <p>11 take those same 12 units that we surveyed, and</p> <p>12 suppose they are automobiles in an automobile</p> <p>13 show room. You have the first 11 cars, you can</p> <p>14 buy any car you want, they are all the same.</p> <p>15 And you come to the 12th car, it's the same as</p> <p>16 the first 11, but it has a restriction that you</p> <p>17 can't drive it unless you are 55. Maybe you</p> <p>18 can't sit in the front seat unless you are 55,</p> <p>19 maybe you can't put your luggage in the trunk,</p> <p>20 you have to leave it unless you are 55, you have</p> <p>21 to put it in the backseat. Any one of those</p> <p>22 idiotic things, that 12th car would be at a</p>

<p style="text-align: center;">402</p> <p>1 distinct disadvantage compared to the first 11. 2 And that is a very simple analogy of what an 3 age-targeted -- age-restricted home would be 4 like if you compared it to the other 11 homes, 5 11 projects in this area including those in Burr 6 Ridge close by in proximity to this area. 7 So you are, the homeowner, if they 8 do buy an age-restricted unit, are going to be 9 at a distinct disadvantage in selling that unit 10 at a future date. And we know from surveys that 11 25 to 35 percent of the people looking at homes 12 do not want an age-restricted home to begin 13 with, at least not in the type of community that 14 we are planning here. 15 There are places for age 16 restricted. Those are in vacation areas. There 17 are large amenity projects where they have golf 18 courses, where they have recreation centers, 19 where they have programs. And they have all the 20 things that fit the elderly person and who is 21 there full-time, he or she is not an active 22 adult. This is not that community, nor are the</p>	<p style="text-align: center;">404</p> <p>1 children in -- one each in 25 homes or 2 42 percent of our 59 homes, 59 homes, 42 percent 3 would have to have a child before you even match 4 what we have now, 29 homes, 29 children in 5 36 single-family homes. There is nothing, there 6 is nothing in our survey anywhere that suggests 7 anything to the contrary. People will go where 8 they are comfortable. And adults are 9 comfortable in age-targeted communities. And 10 they are also comfortable in age restricted but 11 those are different communities, those are 12 life-style communities. They are not what we 13 are talking about. 14 I don't know of one age-restricted 15 community in this area in the whole, I don't 16 know of any in the north shore -- In fact, 17 there was one, Mallinckrodt College, and that 18 was in one of your previous books. 19 MS. MC MAHON: We talked about that, 20 that was not a relevant comparison. 21 MR. JAMES: That was a total failure, 22 not only from the developer's standpoint but</p>
<p style="text-align: center;">403</p> <p>1 communities in Burr Ridge or Ruth Lake or any 2 other that we have developed over the last 60 3 years, that ilk. They were age targeted and 4 that's all they serve. 5 And the people regardless -- 40 to 6 50 percent of the homes that have sold in 7 Hinsdale are selling at a lesser price than the 8 price of our homes. And it doesn't stand to 9 reason that a young family would come into a 10 development such as Hinsdale Meadows with all of 11 the restrictions and the things in the 12 declaration and what have you and buy something 13 there when they could buy a full single-family 14 home in Hinsdale with a back yard, a community 15 of children and what have you, that they don't 16 have at Hinsdale Meadows. If they were your 17 children and they were spending their money or 18 you were going to lend them money, I'm sure you 19 would give them family advice and say, This not 20 where you want to go, you want to be where other 21 children are located. 22 So our margin of error is 25</p>	<p style="text-align: center;">405</p> <p>1 from the people who originally bought there. 2 And they had to go back to the Village of 3 Wilmette, and they changed the age restriction 4 from 62 down to 55. But in the meantime, people 5 who had bought at the higher price lost a 6 significant amount of money in value. 7 CHAIRMAN CASHMAN: Thank you. 8 MR. PETERSON: Can we go back to the 9 housing cost? When you said you are working on 10 different, different ways to reduce the stuff or 11 reduce the cost, I mean I'm hoping that's not 12 going to affect the finish and the details that 13 we have seen. 14 MR. JAMES: Not at all, no. No. 15 MR. PETERSON: I just want to make sure 16 we are not value engineering the homes we saw. 17 MR. JAMES: Absolutely. We will not 18 reduce the quality or character of the house. 19 MR. PETERSON: I just wanted to make 20 sure that wasn't -- 21 MR. JAMES: And the same goes for the 22 landscaping.</p>

<p style="text-align: right;">406</p> <p>1 MR. PETERSON: Okay.</p> <p>2 MR. JAMES: You can take that to the</p> <p>3 bank.</p> <p>4 CHAIRMAN CASHMAN: Okay. Laurie?</p> <p>5 MS. MC MAHON: Just on the public</p> <p>6 benefit, I guess I continue to believe that you</p> <p>7 really shouldn't count the 720,000 as a benefit</p> <p>8 to the PUD because you had to do that just to</p> <p>9 put a subdivision in no matter what version of</p> <p>08:33:14PM 10 it it was. So to me that's not really a PUD</p> <p>11 benefit.</p> <p>12 MR. JAMES: Well, I appreciate what you</p> <p>13 are saying. The 44,000 square feet, we haven't</p> <p>14 done the calculations, but I'm assuming if we</p> <p>15 added the 44,000 square feet that would reduce</p> <p>16 the amount of 720 to some lesser number. But I</p> <p>17 don't know that for a fact.</p> <p>18 The only thing I can say is whether</p> <p>19 it was that subdivision or whether it's this</p> <p>08:33:43PM 20 project or whether it comes out of the same</p> <p>21 pocket, it's still 720,000 that went to the</p> <p>22 Village some years ago with zero cost to the</p>	<p style="text-align: right;">408</p> <p>1 CHAIRMAN CASHMAN: We talked about the</p> <p>2 trustees might want one within the final plan.</p> <p>3 MR. JAMES: I think that was the idea,</p> <p>4 that it would not be at this point. But once</p> <p>5 the plan was approved and they want to see a</p> <p>6 traffic study, there could be one produced.</p> <p>7 CHAIRMAN CASHMAN: Which I think makes</p> <p>8 sense.</p> <p>9 MR. JAMES: We are confident that based</p> <p>08:34:48PM 10 on all the experience we have had and others</p> <p>11 that there are just less average daily trips.</p> <p>12 The children aren't going to the soccer games or</p> <p>13 the baseball games. The husband and the wife</p> <p>14 aren't getting up and going to the office at</p> <p>15 7:30, 8 o'clock in the morning. Their hours are</p> <p>16 different. And so you have peak hours in the</p> <p>17 morning, peak hours in the afternoon. And then</p> <p>18 during the day you have traffic. But overall,</p> <p>19 overall, our study or estimate, statement,</p> <p>08:35:15PM 20 whatever you want to call it, was about 134</p> <p>21 average daily trips less per day or about a 33,</p> <p>22 34 percent reduction in AADT, average daily</p>
<p style="text-align: right;">407</p> <p>1 Village from our subdivision that we built.</p> <p>2 Because if there is one family lives there and</p> <p>3 that's all.</p> <p>4 MS. MC MAHON: Well, I'm just saying I</p> <p>5 don't call it --</p> <p>6 MR. JAMES: I don't mean to be</p> <p>7 argumentative. I'm just saying it's still out</p> <p>8 of the same pocket.</p> <p>9 MS. MC MAHON: And then I guess the</p> <p>08:34:10PM 10 only other thing I would say, you talked about</p> <p>11 the reduced traffic. And I think we established</p> <p>12 there really hasn't been a traffic study per se.</p> <p>13 So until we see that, you know, I guess we</p> <p>14 don't --</p> <p>15 MS. CRNOVICH: I thought we were going</p> <p>16 to be getting one because of the Oak Street</p> <p>17 bridge. Am I wrong? I thought we had asked for</p> <p>18 something like that.</p> <p>19 CHAIRMAN CASHMAN: We talked about when</p> <p>08:34:31PM 20 it went to the --</p> <p>21 MS. MC MAHON: They said that they were</p> <p>22 going to need one eventually.</p>	<p style="text-align: right;">409</p> <p>1 traffic, average annual daily traffic.</p> <p>2 MS. CRNOVICH: Back to what Laurie was</p> <p>3 saying about the public benefit. Also, on the</p> <p>4 list of questions that we were given today, you</p> <p>5 also mentioned the additional 150,000 for</p> <p>6 changing the existing pond to a wetland. And in</p> <p>7 my opinion, that's not a public benefit. That's</p> <p>8 something you would have to do anyway.</p> <p>9 MR. WILLOBEE: Right.</p> <p>08:35:57PM 10 MS. CRNOVICH: And I agree with what</p> <p>11 Laurie has to say. You do keep going back to</p> <p>12 the, what is it, 720,000. But again, that's</p> <p>13 something you had to do for a subdivision. And</p> <p>14 I'm still not convinced that you would only</p> <p>15 have -- that this would be empty-nester housing</p> <p>16 or age-targeted. I'm thinking of the price</p> <p>17 point, new construction, perhaps families moving</p> <p>18 in with older children, not wanting to move into</p> <p>19 District 181 but perhaps District 86.</p> <p>08:36:30PM 20 And at one time I thought you said</p> <p>21 that no basements would be fine with you, but</p> <p>22 now I see that every unit is going to have a</p>

<p style="text-align: center;">410</p> <p>1 basement.</p> <p>2 MR. JAMES: No. If a person does not</p> <p>3 want a basement, he can have a crawl space. I</p> <p>4 mean he can have a slab on grade. It's heated</p> <p>5 and that's perfectly acceptable.</p> <p>6 And when you talk about high school</p> <p>7 students, our projections show there would be</p> <p>8 2 high school students in this project of the</p> <p>9 12 communities. So that's compared to 6 in the</p> <p>10 Rutgers analysis.</p> <p>11 CHAIRMAN CASHMAN: And it's a good</p> <p>12 question. And I guess what are your thoughts as</p> <p>13 far as the revisions to the homeowners</p> <p>14 association declarations? Do you think that</p> <p>15 goes far enough to kind of encourage this to be</p> <p>16 empty-nester? Because other than something like</p> <p>17 that as age targeted, the design and something</p> <p>18 like that, and the fact that there isn't a park</p> <p>19 there with a playground and that kind of</p> <p>20 functions, that would make this more of an</p> <p>21 empty-nester community. And the fact that all</p> <p>22 the houses look the same. It's a different</p>	<p style="text-align: center;">412</p> <p>1 and passionately about his opposition to slabs</p> <p>2 on grade -- but I think that could help, again,</p> <p>3 influence the outcome. It's not going to</p> <p>4 guarantee anything. But then again you would</p> <p>5 have a mix of units. You would have 17 units</p> <p>6 that could have a basement, and you would have</p> <p>7 12 that wouldn't.</p> <p>8 MS. CRNOVICH: Right. And you brought</p> <p>9 up a good point about falls down basements. I</p> <p>10 was more in favor of the bonus room above the</p> <p>11 garage for extra storage.</p> <p>12 And I think at the last meeting I</p> <p>13 had asked if you had any plans for the basements</p> <p>14 but all the basements would be unfinished.</p> <p>15 MR. JAMES: Yes, unfinished. If a</p> <p>16 person wants to finish it, make a recreation</p> <p>17 room out of it, he or she can do that; but they</p> <p>18 come unfinished.</p> <p>19 MS. CRNOVICH: They all come</p> <p>20 unfinished. So no bathrooms. They aren't</p> <p>21 divided into rooms?</p> <p>22 MR. JAMES: It's a basement basement.</p>
<p style="text-align: center;">411</p> <p>1 look. But it's going to, it's always going to</p> <p>2 be a leap of faith if we are going age targeted</p> <p>3 versus age restricted.</p> <p>4 MS. CRNOVICH: Right.</p> <p>5 MS. MC MAHON: Which I think some of us</p> <p>6 are still a little uncomfortable.</p> <p>7 MS. CRNOVICH: Right. That's what</p> <p>8 I'm -- I think the basements, I thought at one</p> <p>9 point you had said, okay, you don't want</p> <p>10 basements, no basements. I think that would</p> <p>11 help keep it down to the empty nesters. And I</p> <p>12 do believe there is a need for empty-nester</p> <p>13 housing in Hinsdale, but I think the basements</p> <p>14 would bring more people in.</p> <p>15 CHAIRMAN CASHMAN: If I remember</p> <p>16 correctly, that was the 12 standard basement</p> <p>17 types.</p> <p>18 MR. JAMES: I was just looking at that.</p> <p>19 CHAIRMAN CASHMAN: So if you took those</p> <p>20 12 that are based on flat areas, that those</p> <p>21 could conceivably be crawl spaces or slabs on</p> <p>22 grade -- though Michael spoke very eloquently</p>	<p style="text-align: center;">413</p> <p>1 CHAIRMAN CASHMAN: What's your thought</p> <p>2 about possibly eliminating those 12 basements?</p> <p>3 I know we talked about this before. I can't</p> <p>4 remember exactly what your response was.</p> <p>5 MR. JAMES: I talked to a broker</p> <p>6 recently. And she is very familiar with this</p> <p>7 area and with the some of the recent</p> <p>8 developments, the Savoy Club specifically. And</p> <p>9 her comment was people want it for storage.</p> <p>10 They want the storage space.</p> <p>11 And I just had a friend move from a</p> <p>12 home in Winnetka into an apartment over on the</p> <p>13 lake in no man's land. We had dinner with him</p> <p>14 the other night. And I said, How is it going?</p> <p>15 He said, We can't get rid of the</p> <p>16 boxes. There is no place to put them. And they</p> <p>17 don't have their basement.</p> <p>18 CHAIRMAN CASHMAN: What I do recall, I</p> <p>19 thought we had some citizens speak in that</p> <p>20 regard.</p> <p>21 MR. JAMES: And they wanted the</p> <p>22 basement.</p>

<p style="text-align: right;">414</p> <p>1 CHAIRMAN CASHMAN: And they thought 2 don't restrict that. 3 MR. JAMES: Yes. 4 MS. CRNOVICH: Well, I guess I'm still 5 looking at the overall picture, too. You are 6 asking for a text amendment. It's currently 7 zoned R-2, single-family homes. I'm still not 8 quite comfortable with that. You already have 9 the zoning in place. I'm not sure if there is 10 enough of a public benefit. 11 I'm just, I'm having a hard time 12 thinking the single-family homes versus age 13 targeted, I guess I'm not convinced that 14 families are not going to be moving into these 15 units. 16 MR. JAMES: Well, I, all you -- You 17 have got to look at the 12 communities. And you 18 have got -- I mean when we were doing the 19 survey, one of the property management firms 20 told me, he said the last 20 to 25 people that 21 we sold to came out of Hinsdale because there 22 was nothing there. And he said, We love it.</p>	<p style="text-align: right;">416</p> <p>1 elementary students in those 600 units, 2 600 homes. 3 Let me ask a question. If your 4 children were going to -- They came to you and 5 said, Mom, we would like to move in to this 6 age-targeted community and it's going to cost us 7 \$900,000. 8 And you are going to say, Well, 9 what else is available in that community. 10 Well, I can buy a single-family for 11 700 or I can buy a -- for 800 or even buy it for 12 900. 13 And you will say, Well, you are 14 going to have a family. Or maybe they already 15 have their family. And you are going to say, 16 Where is the neighborhood for children, where is 17 their -- where are their playmates. They aren't 18 there. When our children grew up, they went out 19 to the rear yard into the back yard and open the 20 gate and they were on the school field. They 21 played with their friends and neighbors, and we 22 could watch them and see them. That's not going</p>
<p style="text-align: right;">415</p> <p>1 That was his comment. That's a management 2 company comment to me. 3 And people are leaving Hinsdale 4 because there is no place for them to live in a 5 development similar to what we are proposing 6 with 1st floor master bedrooms, quality 7 finishes, size and character like what they left 8 in their own single-family home. 9 And they can go to Chanticleer 10 Lane, which is very, very nice; Claymoor, which 11 is very, very nice. But they are different 12 types of units. And they are not, those -- The 13 Hamptons in Hinsdale, that's vertical living. 14 It is not what we are proposing here. It's a 15 very nice development. There is nothing wrong 16 with it, and it's selling well; but it is not 17 what we are proposing. And it's not what we 18 have been doing elsewhere that has been very, 19 very successful. And families with children are 20 not moving into them. They're just not. 21 And you have got 12, you have got 22 12 -- 600 and some units here and you have .04</p>	<p style="text-align: right;">417</p> <p>1 to be the case. It just isn't the case here and 2 not -- Don't take my word for it. Look at the 3 survey. It tells the story. Go to Savoy Club. 4 Go to the Burr Ridge club, a wonderful 5 development. Fine people there. We have many 6 friends over there. There are no children 7 there. 8 MS. CRNOVICH: That's a little bit of a 9 different development, though, too. 10 MR. JAMES: It's the same. It may 11 be -- It's not different. It's age targeted. 12 It's a single-family house. It is a 1st floor 13 master bedroom, and that's what we are selling. 14 You don't have to go up and down the stairs to 15 enjoy your daily activities. That's all we are 16 selling. 17 Typically parents want to be on the 18 same floor as their young children, sleeping. 19 So they can watch them. So the kids don't have 20 to go up and down the stairs, they can run right 21 to the bedroom and see mom and dad. And you can 22 hear them if they are crying or what have you.</p>

<p style="text-align: center;">418</p> <p>1 That, what we are selling is totally different. 2 And it's proven over and over and over again. 3 I just moved into one after 4 42 years on Indian Hill Road in Winnetka, and we 5 love it. 6 MS. CRNOVICH: Have you considered 7 having like a meeting for the neighbors of the 8 adjoining properties, hear if they have any 9 ideas or thoughts? 10 MR. JAMES: The neighbors to the north, 11 the boundary to the north is 55th Street. 12 MS. CRNOVICH: Across the street from 13 55th. 14 MR. JAMES: Okay. We have got single- 15 family homes facing their single-family homes. 16 Then the west we have single-family homes and 17 County Line Road facing their single-family 18 homes. 19 MS. CRNOVICH: And I understand that 20 but for -- 21 MR. JAMES: Okay, but just let me 22 finish. On the east we have the huge detention</p>	<p style="text-align: center;">420</p> <p>1 When we were invited here, look at the property, 2 if you can -- This is a -- Look at here. 3 There is 55th Street. There is 4 County Line Road. Single family across from 5 single family. Here is Burr Ridge property 6 line. There are, right there, those two homes 7 are probably as close to the property line as 8 any. And then down here you have one or two 9 homes. The rest, there is KLM park. Here is 10 the hospital site here. 11 So we are talking a road, a road, 12 and then the pond, and then our housing back 13 here. The single-family homes, those were all 14 typical, large, single-family homes. They are 15 just a different size home now in the same, same 16 general location. Because the road never, we 17 didn't change the road network. 18 MS. CRNOVICH: And I understand that. 19 But I still think it would be a neighborly thing 20 to do is to reach out to your potential neighbor 21 saying, This is what we want to do, do you have 22 any thoughts.</p>
<p style="text-align: center;">419</p> <p>1 pond and the Village of Burr Ridge and only two 2 or three or four houses maybe in that whole area 3 are next to or adjacent to the property line at 4 the far north end and at the far south end. The 5 rest of the property is bounded by KLM park on 6 the south. And the entire hospital property on 7 the south, part of the south, the southeast 8 corner and the west at the south end. 9 And that's why if -- Get the map. 10 We will show you. 11 MS. CRNOVICH: I understand. I know 12 the site. But have you reached out to the 13 neighbors to get their thoughts? 14 MR. JAMES: The neighbors, the 15 neighbors on Pamona (phonetic) or -- 16 What's the name of the street? 17 MS. MC MAHON: Pamela. 18 MR. JAMES: Pardon? 19 MS. MC MAHON: Pamela Circle. 20 MR. JAMES: -- Pamela Lane led the 21 fight 13 years ago against any development that 22 we are proposing. And I might make this point.</p>	<p style="text-align: center;">421</p> <p>1 MR. JAMES: Well, yes, I do. This room 2 is evidence enough of the concern. In the last 3 meetings we have not had one single objector 4 except for the first meeting at the trustees' 5 when a woman announced she did not want us to 6 build ticky-tacky homes and what have you. And 7 that's frankly why I put at the back of every 8 one of these all the awards that our project, 9 that our projects have won from land planning to 10 architecture to you name it. And they are all 11 there. 12 13 years ago, 14 years ago, we were 13 invited in to provide empty-nester housing the 14 Village thought they wanted. This was after we 15 had completed Chasemoor of Burr Ridge with the 16 metropolitan -- with Metropolitan Life, that was 17 our project. This was after we were invited to 18 do the cottages and the homes that are at the 19 King Bruwaert, the freestanding cottages. We 20 did that with KB. And then we were invited, 21 say, come in and do this project. 22 So we came in, and we were</p>

<p style="text-align: center;">422</p> <p>1 disappointed to say the least. And here we are 2 14 years later talking about coming back and 3 doing a single-family, empty-nester, 4 age-targeted development 13 years later. And 5 the residents on Pamela Lane have not said 6 anything. We are more than willing, more than 7 ready to talk with them if they wanted. They 8 certainly know where we are. 9 MR. YU: Commissioner, if I can just 10 add something really quick, there was a public 11 notification, certified mailing that was done. 12 And since it's been done, I have gotten only 13 3 calls. And after I explained what was going 14 on and gave them the date and time of the 15 meetings, I haven't had -- haven't seen them at 16 the meetings. But I just want to add there was 17 a certified mailing notification for this 18 project. 19 MS. CRNOVICH: Thank you. 20 CHAIRMAN CASHMAN: Going to both the 21 citizens of Hinsdale and Burr Ridge? 22 MR. JAMES: 250 feet of the entire</p>	<p style="text-align: center;">424</p> <p>1 showed up here speaking in favor of it, not one 2 negative. And 40 some residents sent e-mails to 3 the Village when they had the public hearing all 4 in favor of it. There wasn't any, there weren't 5 any negatives; were there? 6 MR. MC GINNIS: I believe we had one 7 comment, she was concerned about rezoning to 8 R-5, which is not in play here. 9 MR. JAMES: We are not zoning to R-5. 10 CHAIRMAN CASHMAN: I wanted to ask, I 11 see some community members here, would you like 12 to speak on the issue? 13 MS. GRISEMER: Yes, I would. 14 CHAIRMAN CASHMAN: Please come up and 15 state your name. 16 MR. WILLOBEE: Have they been sworn in, 17 Mr. Chairman? 18 CHAIRMAN CASHMAN: Yes, they were. I 19 saw them standing. 20 MS. GRISEMER: Yes, I was sworn. I'm 21 Janet Grisemer. I was on the Plan Commission 22 here when Mr. James' company came the first</p>
<p style="text-align: center;">423</p> <p>1 surrounding property. 2 MS. CRNOVICH: I understand all that, 3 and I appreciate you going to such detail. I 4 just always think -- Like, for instance, like 5 last week, Hinsdale Middle school with the new 6 plans they were going to do, they had a 7 neighborhood meeting. I just think it's a 8 neighborly thing to do. 9 MR. JAMES: I should tell you, every 10 single project we have ever done we have done 11 that. We have done that. But we have never had 12 a project, never, extend 13 years like this 13 project, 14 years. And if you, you know, you 14 don't like the high prices, we don't like them 15 either; but that's a function of the carrying 16 costs, the land and the improvements and 17 everything else that we have done. 18 And as was stated by one of the 19 people here, who is speaking in front of you, 20 don't let this opportunity pass by. That's not 21 my word, that is your resident's. And your 22 residents, 40 some residents, 24 residents,</p>	<p style="text-align: center;">425</p> <p>1 time. I no longer live in Hinsdale because we 2 decided to downsize. We could not find a place 3 to live here in town that was cost effective for 4 us. I live in Burr Ridge in one of the 5 developments he talked about. 6 I would like to tell you a story 7 about where I live, which is Fieldstone Club. 8 It was built about 20 years ago. And it's high 9 quality. They are single-family homes, 10 detached. There is 60 of them on property 11 that's probably twice to three times the size of 12 this piece of property. They all cost very 13 close to a million dollars. And depending on 14 what people did to them in terms of finishes and 15 embellishments, many of them were more than a 16 million dollars. 17 And at the same time that this 18 project was going through its planning stages 19 and so on -- Well, I guess it was more, a 20 little bit, 5 years later, the 2008 recession. 21 People -- First of all, it's always hard to 22 sell a place when you can't have a sign in front</p>

<p style="text-align: right;">426</p> <p>1 of it. And that's what our homeowners 2 association says is you may not have signs. It 3 always has to be done through, you know, public 4 channels otherwise. It was difficult for people 5 to sell their units at all for a number of years 6 because they wanted what they, they wanted to 7 get out of them what they put into them and the 8 market dropped out. So it's now beginning to 9 creep up again. But there are very few, I don't 10 think there is any that has sold for a million 11 dollars. We are close on a couple of them, but 12 they have been on the market for six years 13 maybe.</p> <p>14 So what I am seeing here is, number 15 one, it's awfully dense, this project. And I 16 understand why it's dense. But my sense is that 17 if people are going to pay this amount of money 18 they are not going to be able to sell it for 19 what they paid for it because it is so dense 20 that it's not going to be as desirable in my 21 view. And what I'm afraid of is that you may 22 have a depressed situation here down the road</p>	<p style="text-align: right;">428</p> <p>1 reside at 914 Harding Road in Hinsdale. We have 2 been residents here for 49 years. Let me state 3 unequivocally that I know many of the James 4 developments and they are outstanding. And I 5 have no quarrel with the Jameses or any 6 development that they have built. I spent part 7 of my afternoon I think where you live right 8 now. Is it Hibbard Gardens? 9 MR. JAMES: Hibbard Gardens. 10 MR. MORIARTY: Right. Very nice. 11 MR. JAMES: Thank you. 12 MR. MORIARTY: Do they have basements? 13 MR. JAMES: No. 14 MR. MORIARTY: No basements. Slabs? 15 MR. JAMES: Yes. 16 MR. MORIARTY: No place for boxes. 17 MR. JAMES: Upstairs. 18 MR. MORIARTY: At any rate, my concern 19 is that we have basically been this road before 20 with this developer, with this piece of 21 property. Let me assure you there are many of 22 us who are opposed to this increase in density.</p>
<p style="text-align: right;">427</p> <p>1 that is going to be a negative in terms of tax 2 revenues. Our taxes have gone down considerably 3 where I'm living. And people are beginning to 4 be relieved because they have been paying high 5 taxes for something they couldn't sell for what 6 they paid for it. And these are people who for 7 the most part are probably able to pay cash if 8 they want to for one of these places because 9 they are usually downsizing from someplace else. 10 So, you know, I'm just really 11 concerned that this is so dense and that it's 12 going to end up being upside down in the future. 13 So I would give it a real hard look to see if 14 you think it's something that might have a 15 downside later on that you haven't thought of 16 yet. That's all. Thank you. 17 CHAIRMAN CASHMAN: Thank you very much. 18 Sir, would you like to speak? 19 MR. MORIARTY: Thank you. Good 20 evening, members of the Plan Commission, Village 21 staff, Mr. James and his entourage. 22 My name is Phil Moriarty, and I</p>	<p style="text-align: right;">429</p> <p>1 Planned unit development aside, whatever you 2 want to, whatever you want to call these, text 3 amendments, there are lots of fuzzy figures, 4 surveys, terms, you know, age restricted. It 5 just doesn't matter. 6 What matters is that the fact was 7 they bought this property in 2000. They paid 8 15 million for it. They came before us. They 9 wanted 114 units, we said no. We kept it at 10 R-2. We didn't want multifamily. We didn't 11 want attached. We wanted the 36 homes that we 12 fought long and hard to have on this property. 13 We won. We are back, they are back; and we are 14 going to fight again. This is about our zoning 15 code. 16 And the fact that there were 17 carrying costs that affect the price just seems 18 to me to be not at all appropriate to what we 19 are talking about here. Our zoning code is the 20 one precious thing we have in this Village. 21 Please do not lose sight of that. 22 And I will add one other thing. I</p>

<p style="text-align: center;">430</p> <p>1 don't think this developer has been a very good 2 neighbor over the years since they got the 3 approval to build 36 homes. The roads are 4 atrocious in there, half built houses, whatever, 5 it's two of them or three of them. You know, 6 the fence that was hit by some vehicle on 55th 7 Street hasn't been repaired in years. It's 8 unsightly.</p> <p>9 That pattern of not being a good 10 neighbor and then all this back and forth about 11 dog parks and water and pathways, those things 12 don't matter a hoot. What matters is our zoning 13 code. Think about the value of the zoning code 14 and what it means to all of us who pay taxes 15 here. So there will be more of us at the next 16 meeting. Thank you. Merry Christmas.</p> <p>17 CHAIRMAN CASHMAN: Thank you.</p> <p>18 Mary, have anything?</p> <p>19 MS. RYAN: I guess my thoughts are, 20 because I have benefited personally from very 21 restricted covenants and deed restrictions, if 22 we decide to go forward with housing for more</p>	<p style="text-align: center;">432</p> <p>1 person in terms of, all right, are we pricing 2 them or not. They don't seem to be selling, 3 maybe we need to address it again. But I sure 4 would hate to see a development go in there and 5 have it be vacant for lack of your ability to 6 meet kind of what the people are hoping is a 7 good price.</p> <p>8 And I guess the third thing is I 9 would say I still am looking for something -- 10 I'm sorry, you know, if this hurts some people 11 or offends people or whatever -- our Code is 12 pretty strict about public benefit and open 13 space. And I welcome the fact that you are 14 looking at some other options. I still think 15 that is important because a public benefit does 16 not just mean to the people that are going to be 17 in this particular planned development. It 18 means for the greater good of the Hinsdale 19 people so I still think that piece is missing.</p> <p>20 CHAIRMAN CASHMAN: Anything else? 21 Mark? 22 MR. WILLOBEE: Yes. I would like to</p>
<p style="text-align: center;">431</p> <p>1 senior people, I think we can get there by 2 virtue of what we include in here and do the 3 best possible job. You can't think of 4 everything, but I like the addition of the 5 clause that does allow flexibility for the board 6 or the homeowners association to make 7 adjustments as needed.</p> <p>8 The things that still concern me 9 would be, really, two. The price point from 10 this vantage point, if we are going to do 11 something like this and address a need, people 12 have spoken to what they think is a reasonable 13 price point. And I guess with all due respect 14 to you, folks -- I agree with the gentleman who 15 just spoke -- the fact that you have had the 16 carrying costs and you spent the money you 17 spent, that's a fact of doing business. I think 18 we have to be realistic in terms of what the 19 price point is.</p> <p>20 On the other hand, either they are 21 going to sell or they aren't. So you are going 22 to have to make some adjustments as a business</p>	<p style="text-align: center;">433</p> <p>1 revisit the \$150,000 that Julie brought up. 2 MR. JAMES: What? 3 MR. WILLOBEE: The \$150,000 fee in lieu 4 of. First of all, I want to -- appreciate all 5 the information you provided on the stormwater 6 pond. I understand the detention is above 7 normal water. My concern I think you have 8 addressed, indicating that you would clean it up 9 if needed.</p> <p>10 MR. JAMES: Oh, yes. 11 MR. WILLOBEE: My point last month was 12 to make sure that that burden wasn't transferred 13 to the Village or the homeowner association if 14 it needed to be cleaned up.</p> <p>15 MR. JAMES: No. 16 MR. WILLOBEE: So I understand the 17 detention is addressed. But my concern is 18 runoff volume and the fact that -- And I want 19 to understand, if Mr. Duffy could speak to this 20 or not, but is the \$150,000 for the 21 postconstruction BMP, fee in lieu of? 22 MR. DUFFY: That's correct. It's a</p>

<p style="text-align: right;">434</p> <p>1 postconstruction BMP fee in lieu to the Code. 2 It's a \$500 per 1,000 square feet impervious 3 so -- 4 MR. WILLOBEE: And that was a 5 recommendation from the staff? 6 MR. DUFFY: It's allowable under the 7 Code, and we had discussions with staff. And 8 this is one of the options we had in lieu of 9 converting the detention basin to a mainly 10 planned wetland basin, which the owner does not 11 want to convert. So the fee in lieu route was 12 offered up as an alternative. 13 MR. WILLOBEE: I think I need to see 14 more of what you evaluated between the fee in 15 lieu and the wetland. There is a lot of 16 options. We just did a bunch in the Woodlands 17 as far as -- I mean we talked about open space. 18 We could do borrow retention, we can do all -- a 19 lot of other volume reduction benefits instead 20 of just writing a check onsite. 21 MR. DUFFY: Right. Part of the trouble 22 with this one is the development has already</p>	<p style="text-align: right;">436</p> <p>1 this particular development. There is no 2 grandfathering. When they adopted the new 3 stormwater ordinance, that was it. There was no 4 provisions for facilities that were already 5 constructed. 6 MR. WILLOBEE: And -- 7 MR. MC GINNIS: That's about the limit 8 of my depth in this. 9 MR. WILLOBEE: I know this isn't zoning 10 code. The reason I'm bringing it now is this is 11 the time at the planning level to look at the 12 site configuration and layout of additional 13 stormwater management practices on the site. 14 CHAIRMAN CASHMAN: Maybe if we can ask 15 and get engineering's review of this for the 16 next meeting. 17 MR. MC GINNIS: Certainly. I can have 18 them produce a memo and have that for the next 19 meeting. 20 CHAIRMAN CASHMAN: If that would be 21 helpful. That way we know what they are 22 thinking about it and that they concur.</p>
<p style="text-align: right;">435</p> <p>1 been constructed. So it is retroactively coming 2 back in and putting in some of the stuff. So 3 pavements are in, units are in, and the pond is 4 in. You try to implement individual lot BMPs is 5 going to be very difficult to maintain. 6 MR. WILLOBEE: Was that evaluated, or 7 was that something assumed? 8 MR. DUFFY: We have not gone through 9 and done a cost analysis of that, no. 10 MR. WILLOBEE: So my opinion, the fee 11 in lieu of -- And I don't want to digress into 12 the ordinance. I've got to get ahold of 13 Mr. Deeter today to talk to him. But I think 14 the fee in lieu of is supposed to be the last -- 15 It's supposed to be when it's impractical. And 16 it doesn't sound like at this stage you guys 17 have evaluated whether or not it's impractical. 18 CHAIRMAN CASHMAN: Rob, can you add to 19 this at all? Are you familiar with the 20 discussions? 21 MR. MC GINNIS: I'm sorry, I can't. I 22 know that Du Page County doesn't give credit for</p>	<p style="text-align: right;">437</p> <p>1 MR. WILLOBEE: I just need to 2 understand the logic behind that jump to the 3 150,000. 4 MR. DUFFY: Right. It was discussed. 5 And that's the alternative that was -- It was 6 an alternative for us, and that's how the 7 developer wanted to approach it was the fee in 8 lieu. 9 MR. JAMES: Brett is our engineer. Our 10 architect looked at it with all of the utility 11 lines included, talking about on site per lot, 12 so forth and so on. And it was just impractical 13 to do it. 14 MR. WILLOBEE: I do this every day. I 15 need to see proof. 16 MR. JAMES: Pardon me? 17 MR. WILLOBEE: I do this every day, I 18 need to see proof of that. I need to understand 19 that. I need to understand the evaluation to 20 proving it wasn't practical. 21 CHAIRMAN CASHMAN: So we will have the 22 Village look into this. And then if you can</p>

<p style="text-align: right;">438</p> <p>1 just reflect on it some more along with that</p> <p>2 patio information.</p> <p>3 MR. WILLOBEE: All right. Thank you.</p> <p>4 CHAIRMAN CASHMAN: I feel like we</p> <p>5 have -- The big thing we need to get back to a</p> <p>6 month from now, I would like to continue this so</p> <p>7 that we can then talk about the public benefit.</p> <p>8 A month from now, you will tie in the work with</p> <p>9 the Village.</p> <p>09:05:49PM 10 I want to see if there is not any</p> <p>11 other comments. We are kind of rehashing. We</p> <p>12 have gone through this now three times.</p> <p>13 So if there aren't any additional</p> <p>14 comments or questions for the applicant, I would</p> <p>15 like to entertain a motion to continue this to</p> <p>16 the January 11 meeting.</p> <p>17 MS. CRNOVICH: One question.</p> <p>18 CHAIRMAN CASHMAN: Perfect.</p> <p>19 MS. CRNOVICH: I would like to see a</p> <p>09:06:10PM 20 new table of compliance at the meeting in</p> <p>21 January. I believe there has been some changes.</p> <p>22 MR. JAMES: The table of compliance?</p>	<p style="text-align: right;">440</p> <p>1 MS. CRNOVICH: Aye.</p> <p>2 CHAIRMAN CASHMAN: Aye.</p> <p>3 MS. MC MAHON: Aye.</p> <p>4 MR. PETERSON: Aye.</p> <p>5 MS. RYAN: Aye.</p> <p>6 CHAIRMAN CASHMAN: Thank you.</p> <p>7 * * *</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>
<p style="text-align: right;">439</p> <p>1 MS. CRNOVICH: Yes.</p> <p>2 MR. JAMES: Okay.</p> <p>3 MS. CRNOVICH: Thank you.</p> <p>4 MR. JAMES: Got that.</p> <p>5 CHAIRMAN CASHMAN: And that was changed</p> <p>6 for the last month.</p> <p>7 MR. JAMES: What is the next meeting</p> <p>8 date?</p> <p>9 CHAIRMAN CASHMAN: I believe it's</p> <p>09:06:31PM 10 January 11. Is that correct?</p> <p>11 MR. YU: Correct.</p> <p>12 CHAIRMAN CASHMAN: I appreciate your</p> <p>13 patience. This is important, and I'm glad we</p> <p>14 are going through it in detail.</p> <p>15 Do I hear a motion to continue</p> <p>16 Case A-18-2016 to January 11? Do I have a</p> <p>17 motion?</p> <p>18 MS. MC MAHON: So moved.</p> <p>19 MS. CRNOVICH: Second.</p> <p>20 CHAIRMAN CASHMAN: Anna?</p> <p>21 MS. FIASCONE: Aye.</p> <p>22 MR. WILLOBEE: Aye.</p>	<p style="text-align: right;">441</p> <p>1 STATE OF ILLINOIS)</p> <p style="text-align: center;">) ss.</p> <p>2 COUNTY OF DU PAGE)</p> <p>3</p> <p>4 I, JANICE H. HEINEMANN, CSR, RDR, CRR,</p> <p>5 do hereby certify that I am a court reporter</p> <p>6 doing business in the State of Illinois, that I</p> <p>7 reported in shorthand the testimony given at the</p> <p>8 hearing of said cause, and that the foregoing is</p> <p>9 a true and correct transcript of my shorthand</p> <p>10 notes so taken as aforesaid.</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p style="text-align: center;">_____ Janice H. Heinemann CSR, RDR, CRR License No 084-001391</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>

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<p style="text-align: right;">457</p> <p>ALSO PRESENT:</p> <p>MR. ROBERT MC GINNIS, Director of Community Development/Building Commissioner;</p> <p>MR. CHAN YU, Village Planner;</p> <p>MR. MICHAEL A. MARRS, Village Attorney;</p> <p>MR. EDWARD R. JAMES, MR. JERRY JAMES, and MR. MICHAEL BALAS, Edward R. James Companies;</p> <p>MS. EDITH JOHNSTON;</p> <p>MR. PHILIP MORIARTY.</p> <p style="text-align: center;">* * *</p>	<p style="text-align: right;">459</p> <p>1 who would like to comment on this matter to</p> <p>2 stand and be sworn in.</p> <p>3 (Audience sworn en masse.)</p> <p>4 MR. E. JAMES: Good evening. My name</p> <p>5 is Edward James. I'm with Hinsdale Meadows</p> <p>6 Venture. With me tonight, my son Jerry James,</p> <p>7 president of Edward James Companies, principal</p> <p>8 in Hinsdale Meadows Venture. And Mike Balas,</p> <p>9 vice president and chief financial officer,</p> <p>10 Edward James Companies.</p> <p>11 After the last meeting, we were</p> <p>12 asked to look at increasing the density in order</p> <p>13 to reduce the prices of the homes. And we made</p> <p>14 a valiant attempt. We came up with a plan for</p> <p>15 65, and we are now going to ask you to put that</p> <p>16 aside. If the Board of Trustees wants to</p> <p>17 entertain it at a later date, they can. But we</p> <p>18 are going to seek permission for the 59-unit</p> <p>19 plan this evening. This is our fourth meeting.</p> <p>20 PRESIDENT CASHMAN: Okay. Just some</p> <p>21 comment on that. I know in talking with Village</p> <p>22 staff, with President Cauley, and with Luke, a</p>
<p style="text-align: right;">458</p> <p>1 PRESIDENT CASHMAN: Our next order of</p> <p>2 business is Case A-18-2016, 55th Street and</p> <p>3 County Line, Hinsdale Meadows Venture, Text</p> <p>4 Amendment to Section 3-106, Special use is to</p> <p>5 allow a planned development in a single-family</p> <p>6 residential district and subject to an issuance</p> <p>7 of a Special Use Permit. And this is also a</p> <p>8 Planned Development.</p> <p>9 So it is basically those three</p> <p>10 items, the planned development, adding the</p> <p>11 special use for a planned development, and then</p> <p>12 ultimately a text amendment to add that special</p> <p>13 use. We had three previous meetings, on</p> <p>14 October 12, November 9, and December 14. And</p> <p>15 with that, thank you again for a nice package</p> <p>16 and answering not only our questions but some</p> <p>17 that you received from trustees, I think,</p> <p>18 between the last meeting and today.</p> <p>19 So I believe you gave us a handout of</p> <p>20 what you are going to present. So if you cover</p> <p>21 the main points, and then we will ask for</p> <p>22 questions. And I guess we need to ask anyone</p>	<p style="text-align: right;">460</p> <p>1 lot of this was response -- If you remember,</p> <p>2 Luke sent an e-mail to Mr. James and asked him</p> <p>3 about this concept. And in his e-mail, and it's</p> <p>4 in our packet, he was spelling out basically --</p> <p>5 He was focusing on the east side of the</p> <p>6 property, which is along the existing detention</p> <p>7 area, and taking those 1st floor bedroom</p> <p>8 single-family structures and converting those</p> <p>9 into duplexes. And basically if you went back</p> <p>10 and looked at the e-mail, kind of came up to</p> <p>11 some math to how he thought he could get the</p> <p>12 units down to about a \$750,000 range.</p> <p>13 So I reviewed this package. I</p> <p>14 contacted Luke just to see what was his take,</p> <p>15 since it was a request he had made or question</p> <p>16 he had asked; and he was not in favor. Though</p> <p>17 he was in favor of trying to reduce the cost of</p> <p>18 the duplexes, he was not in favor of changing</p> <p>19 the single family that are along County Line or</p> <p>20 along 55th Street in order to accomplish that.</p> <p>21 So with that in mind, I think it's</p> <p>22 nice to have the information. I appreciate the</p>

<p style="text-align: center;">461</p> <p>1 hard work you put together to do this. So that 2 it's something that could be evaluated by the 3 Village or by the trustees. But I think instead 4 of going through it all in detail, unless 5 someone had a comment about it that they wanted 6 to ask, that what we are going to focus on 7 tonight is the 59 unit where it's basically 8 50 percent of them are single family, 1st floor 9 bedrooms, and roughly 50 percent are duplexes, 10 the original submittal that we saw back in 11 October. 12 So we will continue that and focus 13 on that tonight, and I appreciate that. I mean 14 I know, I appreciate the fact that you responded 15 and did some creative work to try to come up 16 with a solution. But I don't want to waste your 17 time or the Commissioners' time to discuss 18 something that you don't want to propose to the 19 Village and with discussions with staff that 20 they are suggesting that you stay with the 21 original plan. 22 MR. E. JAMES: We understand. So let</p> <p>09:13:03PM 09:13:28PM</p>	<p style="text-align: center;">463</p> <p>1 is this, we won't dig all the foundations at 2 once, obviously. So we have talked to the 3 Village about storing the dirt on site, on their 4 site. And when we get enough there, then we 5 would go and level the one field leaving two in 6 play, and then continue the process until we are 7 done. 8 PRESIDENT CASHMAN: Okay. 9 MR. E. JAMES: So they will always have 10 at least two fields in action. 11 PRESIDENT CASHMAN: Okay. And then, 12 Chan, I thought you told me that this was 13 discussed at the Parks & Rec's meeting recently? 14 MR. YU: No. 15 PRESIDENT CASHMAN: Was it just with 16 staff? 17 MR. MC GINNIS: No. There was 18 conversation on Monday night with the Parks & 19 Rec Commission. I caught the tail end of it, 20 was asked about that being a compensating 21 amenity. And there was at least at a very high 22 level, because the only information they had was</p> <p>09:15:03PM 09:15:27PM</p>
<p style="text-align: center;">462</p> <p>1 me move on to the next subject, which was an 2 open discussion at the end of the last meeting. 3 If you look at the handout that we gave you, 4 it's on the second page. It's the revised 5 public benefit. And with our, with working with 6 the staff between the last meeting and this 7 one -- and I believe it was approved by the KLM 8 park district or the people there -- we will use 9 our excess dirt from the excavations and what 10 have you to regrade the lacrosse fields in KLM 11 park. And we propose to add a cardio path 600 12 to 900 feet long by 8 feet wide. And the exact 13 locations and configuration of that is subject 14 to engineering and whatever the park, where they 15 want to put it and where they want it to 16 connect. 17 PRESIDENT CASHMAN: Excuse me, 18 Mr. James. So I thought in the text you also 19 said that basically executing this that the plan 20 would be to level one at a time so that two 21 would remain operational? 22 MR. E. JAMES: Yes. What we plan to do</p> <p>09:14:02PM 09:14:35PM</p>	<p style="text-align: center;">464</p> <p>1 a very rudimentary sketch that I put together 2 for internal use -- 3 PRESIDENT CASHMAN: Okay. 4 MR. MC GINNIS: -- but at a high level 5 there was buy in for that, for the fields. A 6 couple of the comments by the Commissioners, 7 they were concerned that it would drastically 8 change the feel of KLM; and they had requested 9 additional information once more detailed 10 drawings were put together. But in concept, 11 they were in agreement. 12 PRESIDENT CASHMAN: Anything else to 13 add to that? 14 MR. E. JAMES: No. I mean it's all 15 subject to engineering, with the engineers and 16 the park district and what have you, and using 17 our fill to level the field to the extent that 18 we have the dirt available. 19 PRESIDENT CASHMAN: And I don't know if 20 this was in the packet or just discussion with 21 staff, so the concept on the cardio loop was to 22 utilize the existing roadway together with</p> <p>09:15:57PM 09:16:19PM</p>

<p style="text-align: right;">465</p> <p>1 possibly this loop and to do some striping and 2 note distances or something. So that if people 3 wanted to walk a mile, a couple miles, they 4 would be able to figure out what they are doing 5 and using a combination of what currently exists 6 there with this additional.</p> <p>7 MR. MC GINNIS: That's correct. The 8 initial concern with one of the Commissioners 9 was that we were going to have a path to 10 nowhere. And at that point I had stated that 11 all of those public sidewalks are in already so 12 there would be kind of a circuitous route from 13 the existing service road interconnecting the 14 parking lots and what have you around the park 15 to the existing public walks in the Hinsdale 16 Meadows Venture project that would tie into a 17 walk on 55th or County Line. So it does create 18 a link and a walk to somewhere.</p> <p>19 PRESIDENT CASHMAN: Okay. Okay. Thank 20 you.</p> <p>21 MR. E. JAMES: If you go to the next 22 page, just to refresh your memory on the 59-unit</p>	<p style="text-align: right;">467</p> <p>1 Village staff and the applicant's engineers 2 about the existing systems, the best management 3 practices, fee in lieu of. And my understanding 4 is in general terms Dan and the Village are 5 acceptable, but this would still be something -- 6 This is a conceptual plan that we are reviewing 7 now and that the hope would be, as this goes 8 forward, that the applicant, if this does get 9 from us and goes to the trustees, and they then 10 get to a detailed panel level, that this would 11 all be determined to the satisfaction of the 12 Village to make sure it complies with Du Page 13 requirements and the Village is pleased with the 14 results.</p> <p>15 So I appreciate the fact that 16 that's happened over the last month. But I 17 don't want it to be something that we are acting 18 on now because it's really a little bit more 19 detailed than where we are at at this point.</p> <p>20 MR. WILLOBEE: Yes, I agree. Robb and 21 Dan and I have talked a little bit. But I think 22 my point more was at this stage we want to make</p>
<p style="text-align: right;">466</p> <p>1 plan. It has 44 buildings, 1.8 per acre. Total 2 of 59 units, 2.4 units per acre. There are 29 3 single-family detached homes and 30 duplex 4 homes. And there are two parks totaling about 5 44,754 feet. And the plan we are not using is 6 on the next page, and that's not going to go 7 anywhere.</p> <p>8 PRESIDENT CASHMAN: Okay.</p> <p>9 MR. E. JAMES: And that concludes our 10 presentation.</p> <p>11 PRESIDENT CASHMAN: Okay. Thank you, 12 Mr. James.</p> <p>13 Any questions for the applicant 14 right now? Commissioners?</p> <p>15 MR. KRILLENBERGER: None.</p> <p>16 PRESIDENT CASHMAN: Okay. A couple 17 things I wanted to kind of get a comment on is 18 there was one question that was brought up by 19 Mark previously regarding stormwater and best 20 management practices. And I know it's in this 21 packet. There has been work and conversations 22 back and forth between Dan Deeter and the</p>	<p style="text-align: right;">468</p> <p>1 sure the footprint is available for dealing with 2 best management practices to deal with the 3 ordinance.</p> <p>4 And so I think we are on the same 5 page, but -- And we saw Dan's memo in there. 6 So it's not trying to prematurely ban -- or it's 7 banned into the ordinance, it's just the 8 planning part is when you do it, stormwater.</p> <p>9 PRESIDENT CASHMAN: Okay. And the 10 footprint is available if they, however they 11 ultimately engineer this.</p> <p>12 MR. WILLOBEE: Yes.</p> <p>13 PRESIDENT CASHMAN: So that was one 14 issue.</p> <p>15 And then another issue. And 16 obviously, we have talked about this over three 17 months, is the whole issue of age restricted 18 versus age targeted. And in our packet and what 19 has always been presented here is an 20 age-targeted proposal. I have been told there 21 has been some discussion about a possible -- 22 more discussion between the applicant and the</p>

<p style="text-align: right;">469</p> <p>1 Village about possibly doing something where --</p> <p>2 try to encourage that there be an empty-nester,</p> <p>3 that there be an age-restricted period of time</p> <p>4 for the development, say the first 18 months,</p> <p>5 24 months, whatever. The time would be</p> <p>6 determined, between the Village and applicant.</p> <p>7 I believe it's investigated whether</p> <p>8 it was legal, and I think the answer was it was</p> <p>9 or at least that was the initial feedback. And</p> <p>09:20:45PM 10 the thought is that it would allow in a way this</p> <p>11 to establish itself and grow as an empty-nester</p> <p>12 community. And if that was the case, would that</p> <p>13 ensure or raise the probability that it would be</p> <p>14 what we were, I think in general terms trying to</p> <p>15 accomplish here, which is an empty-nester type</p> <p>16 community.</p> <p>17 So that's still being discussed.</p> <p>18 It's not really in this packet, but I wanted to</p> <p>19 bring that up that that's something that if this</p> <p>09:21:10PM 20 was to move forward with the positive vote that</p> <p>21 that's something that I imagine is going to be</p> <p>22 on the docket with the trustees and that.</p>	<p style="text-align: right;">471</p> <p>1 slight increase, 26 percent increase, in morning</p> <p>2 weekday peak. But in the evening peak, there is</p> <p>3 a reduction of 33 percent. So there is</p> <p>4 basically a reduction in overall traffic with</p> <p>5 the senior-targeted housing versus single-family</p> <p>6 housing.</p> <p>7 But again, I think it's an</p> <p>8 important piece. And I think if we are going to</p> <p>9 make a recommendation, I think it's input, we</p> <p>09:22:50PM 10 should have that in our recommendation that</p> <p>11 there is a traffic study prepared. It's not</p> <p>12 specifically required, but I think it would be</p> <p>13 crucial.</p> <p>14 MR. KRILLENBERGER: Steve, you just</p> <p>15 cited statistics that sound like they are from a</p> <p>16 traffic study?</p> <p>17 PRESIDENT CASHMAN: There is a name and</p> <p>18 I have to pull it up here.</p> <p>19 MR. KRILLENBERGER: Teska or --</p> <p>09:23:07PM 20 PRESIDENT CASHMAN: But I think it was</p> <p>21 the last meeting or meeting or two before we</p> <p>22 asked, and they have not been out there and</p>
<p style="text-align: right;">470</p> <p>1 One other thing that we talked</p> <p>2 about, and I appreciate it was back in here</p> <p>3 again, is a traffic study. We have the traffic,</p> <p>4 I think it's called like the assessment or</p> <p>5 something. But basically it goes back and it</p> <p>6 looks at what you previously had in 36 homes</p> <p>7 versus the 59 units now and the impact on</p> <p>8 traffic. And one feeling I have is, again this</p> <p>9 is conceptual in nature. But if this gets to a</p> <p>09:21:49PM 10 detailed plan level, then I do think it's really</p> <p>11 important that a traffic study be done. A lot</p> <p>12 of time has past. Just even to just have the</p> <p>13 data to say where are we today, so that if we</p> <p>14 move forward and this was developed that the</p> <p>15 Village -- Just like we did with Oak Street</p> <p>16 bridge. We did a traffic study before we tore</p> <p>17 it down. I think it's important. I think we</p> <p>18 will see next week that HMS did the traffic</p> <p>19 studies to establish where they are at. And I</p> <p>09:22:15PM 20 think it would be helpful information. We don't</p> <p>21 have it right now. Basically to summarize</p> <p>22 what's currently in the packet, there is a</p>	<p style="text-align: right;">472</p> <p>1 counted cars. And basically what they have done</p> <p>2 is used, there is a standard manual that's done</p> <p>3 that you can do number of houses and counts; but</p> <p>4 it's just based on that. It's conceptual in</p> <p>5 nature. We don't have any data on how many cars</p> <p>6 are currently passing by this property, and</p> <p>7 that's for a traffic study.</p> <p>8 MR. E. JAMES: We know the traffic</p> <p>9 count on County Line Road and 55th Street, but</p> <p>09:23:34PM 10 we don't, we don't know what the -- We haven't</p> <p>11 taken a study of what was coming in and out.</p> <p>12 But we do have the traffic counts. The best</p> <p>13 statement that our traffic consultant gave us,</p> <p>14 that the traffic was projected at 410 average</p> <p>15 daily trips on a daily basis for the 39, for</p> <p>16 36 homes, and 276 for the 59 age-targeted homes.</p> <p>17 There's a reduction of about 134 on a daily</p> <p>18 basis or about 33, 34 percent reduction in</p> <p>19 traffic.</p> <p>09:24:09PM 20 PRESIDENT CASHMAN: And I think a full</p> <p>21 report would be helpful. I looked at this and</p> <p>22 it's in this packet, maybe 5 pages long. But if</p>

<p style="text-align: center;">473</p> <p>1 you look at what he's referring to and then pull 2 up that, the standard, which is used by all 3 these traffic engineers, and you focus on 4 basically senior housing, it's interesting. You 5 know, there is a lot of information in there. 6 So I just think it would be helpful to the 7 trustees, to the Village, and to us all to have 8 that information. I don't think it can hurt. 9 And then I think it also, just to have that data 10 point, draw a line in time and say, Here is the 11 traffic that's currently existing there, I think 12 that would be really helpful. 13 Another thing that, it's not 14 currently in our packet but we talked about it 15 at the last meeting, on the issue of age 16 targeted and trying to have that being 17 successful, were the homeowner association 18 covenants. And you recall that we had something 19 in our packet. But then during the meeting this 20 was handed out, this one that was revised that 21 was in red; and that we were all more in favor 22 of what this stated, which is basically, There</p>	<p style="text-align: center;">475</p> <p>1 PRESIDENT CASHMAN: So then kind of a 2 similar note, we talked about this but we don't 3 necessarily have it in the homeowners 4 association covenants, was the issue related to 5 basements. And now there was discussion, if you 6 recall, back and forth between us about, you 7 know, basically on the property. And it's in 8 this package on how many are roughly on a flat 9 site that could be a crawl space or 10 slab-on-grade and how many are lookout or 11 walkout basements because they are on a sloping 12 area down to the retention pond, whatever. 13 We had some citizens raise the 14 point that they wanted the ability to have the 15 basements. I think our concern with the 16 basements wasn't the basement itself, it was the 17 idea that it could be used to make it into more 18 of a single-family home and defeat the purpose. 19 So my thought would be, and we 20 talked about this one concept, was adding to the 21 covenants a restriction to prohibit bedrooms in 22 basement levels because that's not in the nature</p>
<p style="text-align: center;">474</p> <p>1 shall be no trampolines, basketball hoops, swing 2 sets, above-ground pools, other recreational 3 equipment permitted on the lot, so not common 4 area, anywhere. And so it basically restricts 5 that. 6 Then they added paragraph 19 below 7 it that basically gives the homeowners 8 association the ability to add, if the other 9 items became a nuisance or disturbance, that 10 they could modify that or add that. So who 11 knows what kind of toys and games are going to 12 be flying through the air 10 years from now. 13 MR. E. JAMES: The purpose of that is 14 you can't list everything that they will come up 15 with. And if it's not listed, they say, It's 16 not listed so it's approved. Well, we have 17 given the board of directors the right to 18 control that with or without a complaint from a 19 neighbor. So the neighbor can't say, Well, I 20 didn't know, no one is complaining, so why can't 21 you do it. The board has the right to say this 22 is not a proper use and cease and desist.</p>	<p style="text-align: center;">476</p> <p>1 of this development. So I think that would go a 2 long way. And to make it have a little bit more 3 teeth is to, in my mind, would be to prohibit 4 full bathrooms on the basement level. 5 Just hear me out, that the idea 6 would be -- and this is just an idea -- but the 7 idea would be to allow powder rooms because they 8 are going to have visitors or something or 9 whatever. But I know my kids, they are not 10 going to -- if the bathroom is two floors away, 11 they are not going to sleep down there. So is 12 that -- I just want to throw it out there as an 13 idea. I think restricting the bedrooms would be 14 helpful. 15 And then this was just a response, 16 well, how do you really, how could you ever 17 enforce that, how would you even know. I mean a 18 bathroom, a bedroom, could be built in a 19 weekend. My thought was if there is not, 20 because the 1st floor is a master bedroom suite, 21 kids aren't going to be using that. The next 22 bathroom is on the 2nd floor. So it really I</p>

<p style="text-align: center;">477</p> <p>1 think would ensure that the basements are used. 2 But if you had a rec room down there or a shop 3 or something that you could have a bathroom and 4 a toilet and a sink and still be functional. So 5 that's really a concept just for, I would like 6 to discuss with the Commissioners about that. 7 And that's really all the items I 8 had on my list, that just kind of refreshing all 9 the things we have discussed. 09:28:27PM 10 And so I guess on that, I know 11 Mr. James you didn't like the concept. But what 12 is your thought about prohibiting, not powder 13 rooms, but prohibiting a full bath? 14 MR. E. JAMES: I think it's a mistake. 15 PRESIDENT CASHMAN: Why would that be? 16 MR. E. JAMES: These people are empty- 17 nesters. He may be a workman, he may be a wood 18 carver. She may be doing whatever she is doing, 19 drawing, painting, pottery, who knows what. And 09:28:56PM 20 rather than going upstairs, she can take a 21 shower right downstairs in her hobby room. And 22 here you are forcing this person who is trying</p>	<p style="text-align: center;">479</p> <p>1 question, though. I believe several meetings 2 ago, maybe it was at the Board of Trustees 3 meeting, or one of the first Plan Commission 4 meetings, at one point you said no basements, 5 fine. You were fine with that. Because you 6 were talking about your bonus rooms. And now I 7 feel that you are saying you want every unit to 8 have a basement. 9 MR. E. JAMES: No, let me explain that. 09:30:25PM 10 As you know, the land has a lot of topography to 11 it. And I don't have it in front of me, but I 12 can find it in a second. There are a certain 13 number of buildings that will have a basement by 14 virtue of the fact that the ground is falling 15 away, either have a window basement, English 16 basement, if you will, or you have a walkout 17 basement to accommodate the ground falling away. 18 It's the, it's the level ground that we are 19 talking about. We have been talking with 09:31:00PM 20 realtors. We have been talking with our 21 consulting people and others. And they have 22 said at the price range we are at people are</p>
<p style="text-align: center;">478</p> <p>1 to get away from stairs on a daily basis up and 2 down again I would say is a mistake. But having 3 no bedroom down there, perfectly acceptable. 4 PRESIDENT CASHMAN: Thank you. 5 Jim, any thought? 6 MR. KRILLENBERGER: Well, my view 7 changed based on what you said, Mr. James. I 8 would have said that the homeowner association 9 provisions -- but it sounds like they have got 09:29:28PM 10 some catchalls and prohibitions against, I don't 11 know, drone ports or whatever we are going to 12 have in the future, would be sufficient. But if 13 we can prohibit the bedroom down there, you are 14 right, it's hard to enforce, then we should ask 15 that that be done; so that's my view. 16 PRESIDENT CASHMAN: Mary? 17 MS. RYAN: I pretty much agree with 18 that. 19 PRESIDENT CASHMAN: Scott? 09:29:53PM 20 MR. PETERSON: Yes, I agree. 21 PRESIDENT CASHMAN: Julie? 22 MS. CRNOVICH: I agree. I do have a</p>	<p style="text-align: center;">480</p> <p>1 going to want to store their furniture, and they 2 are going to want to keep it in the basement. 3 Now, I'm 82 years old. I don't 4 have a basement in the house where we are now. 5 We did before, and I had furniture down there 6 for my children when they would take it into 7 their homes and what have you. We have gotten 8 rid of all that furniture, so we have a storage 9 area upstairs. But when they are going to be 09:31:30PM 10 paying the price that they are going to be 11 paying for these homes, they are going to want a 12 basement; and we have been told that every 13 single time. And so if they want to opt out of 14 a basement, they can. But if they want a 15 basement, that's going to come with a basement. 16 MS. CRNOVICH: I guess I'm having a 17 hard time where at first you were like no 18 basements; and now it's a big switch to every 19 home, every unit, has to have a basement. 09:32:00PM 20 PRESIDENT CASHMAN: Well, it's really 21 going to be up to the purchaser; right? I mean 22 if they didn't want a basement --</p>

<p style="text-align: center;">481</p> <p>1 MR. E. JAMES: The basement comes 2 with -- It's included in the price of the 3 house. 4 PRESIDENT CASHMAN: Okay. 5 MR. E. JAMES: And there would be 24 6 standard, 12 single family and 12 duplex 7 buildings for 24, 24 standard basements. And 8 they could be -- That's just a regular basement 9 where they could store things. They could have 10 a hobby room, whatever they want to do. The 11 others, there are 19 lookout basements. And 12 there are 16 walkout basements for a total of 13 59. 14 But I don't want to, I hope I 15 didn't misrepresent. My position on the 16 basement, we are very happy without our 17 basement. But the homeowners who are going to 18 be coming into these, who are 15 and 20 years 19 younger than me, are going to be bringing things 20 with them, as my wife and I did in our home. We 21 kept it for the children. And they don't want 22 to put it in storage. You know, kids come over</p>	<p style="text-align: center;">483</p> <p>1 have spent a lot of time on empty-nester 2 communities, particularly the one he lives in 3 right now along with several of his friends. 4 And because of that experience, I'm familiar 5 with what the buyers, including him, feel about 6 the absence of basements in this particular 7 location, which is called Hibbard Gardens. And 8 it's not far from where I live. 9 But the fact is there were a couple 10 interesting circumstances. First, it was only 11 six homes. And it came -- And I think it was 12 2012, 2013. And in the location where it's at 13 there is virtually nothing like it, and Steve 14 might be familiar with it. So there was such a 15 pent-up demand. 16 And the other factor was that there 17 was a floodplain. And we spent a lot of money 18 to create a pond, when you could do a pond, this 19 was before the ordinance changes. And the fact 20 is that Northfield had agreed with FEMA at the 21 time that even though you change the floodplain 22 circumstances that you would not do a basement.</p>
<p style="text-align: center;">482</p> <p>1 and I call it shop in the basement; and they 2 take what they want. And for us at this price 3 range not to offer it is an impediment to our 4 sales. That's according to every single broker 5 we have talked to. 6 MS. CRNOVICH: Well, earlier, though, 7 you were saying -- 8 MR. E. JAMES: Yes, I did. I said we 9 were without it, exactly. 10 MS. CRNOVICH: Would you consider no 11 basements? 12 MR. E. JAMES: Pardon? 13 MS. CRNOVICH: Would you consider no 14 basements? 15 MR. E. JAMES: Would I consider, no. 16 MS. CRNOVICH: Okay. Thank you. 17 MR. J. JAMES: Let me, for the record, 18 I'm Jerry James. I don't think I got sworn in, 19 so I do promise to tell the truth and follow the 20 truth. 21 I've had the privilege of working 22 with dad for quite some time. And most recently</p>	<p style="text-align: center;">484</p> <p>1 We didn't have an option to do basements there. 2 When we spoke to our sales people to go back on 3 this question, because we wanted to be 4 deferential. And I knew what Ed had said 5 before, that, in fact, they told us they did 6 turn down -- I should say they lost to some 7 buyers who were interested in Hibbard because 8 they were younger than Ed and Jeannie, my 9 mother, and their compatriot. I know every one 10 of the buyers, obviously. They are all about 2, 11 3, 4 ages of dad's age except one, which is 12 about 70 years old. 13 So I think that was a really 14 exceptional situation. And I have had people 15 say, Can't you do that somewhere else. And my 16 answer is, No, I don't think I could repeat 17 that, I had 6 buyers. So to extrapolate that to 18 59 or even half that, I think it would be very 19 difficult. 20 But fast forward, this is an 21 another data point, which I think is more 22 relevant. We just finished zoning a lovely</p>

<p style="text-align: center;">485</p> <p>1 property on Voltz Road in Northbrook. You might 2 be familiar with that road and property. It's 3 the nicest road in town, very similar 4 empty-nester concept that we got approved. And 5 one of the thoughts that we had was that maybe 6 we could reduce the cost of these homes by 7 offering the slabs. So we were kind of heading 8 down that direction thinking, gee, we had a 9 great idea there until we started talking to 10 some of the people. And people being brokers, 11 consultants, and so on, and some of the 12 interested buyers. And the profile of those 13 buyers, unlike Ed, was exactly what we think we 14 might see here; and that is, a 60-year-old, plus 15 or minus, 70-year-old, where they are going to 16 camp into those homes. And as Ed said a moment 17 ago, whereas Ed and Jeannie have already 18 bequeathed their stuff to my siblings and myself 19 a long time ago, these people are still 20 transitioning. They are coming out of a big 21 house. Their kids may be down in the city yet. 22 They have got the dining room hutch and some of</p>	<p style="text-align: center;">487</p> <p>1 prohibit that fourth bedroom. 2 I can also tell you another 3 circumstance. I lived in a similar community 4 temporarily called Fox Meadow, again an 5 empty-nester thing. And we lived there with my 6 wife and young son for just a brief period of 7 time when we were building a home where we are 8 now. I was the only guy with a kid there until 9 somebody else moved in. And that, I moved out, 10 somebody else a little younger than Ed bought. 11 And to this day there is one kid there. And so 12 it's continued through a 10-year trajectory to 13 maintain its character. 14 Now, the thing about that house, 15 though, was we never saw anybody doing fourth 16 bedrooms on the sneak. But we do and have seen 17 situations where they want to remodel. And what 18 happens in a community like that and like what 19 we are proposing is because it's a community of 20 clustered homes people know what their neighbors 21 are doing. And if you bring workmen in there to 22 start doing things on the sly, pretty soon you</p>
<p style="text-align: center;">486</p> <p>1 the things that they don't want to give away, 2 they are heirlooms. So where do they go? They 3 will put it downstairs. And I think, therefore, 4 the basement serves that purpose. 5 But now what happens is you've got 6 8 of these new homes sold already, the profiles 7 that I just described. Every one of these is 8 taking a downstairs basement and developing an 9 entertainment space with a bar, what have you. 10 It's a place for them to go. It could be a 11 workout room. And I would add if you have got a 12 workout room downstairs -- because these people 13 are active -- having a shower down there and 14 showering after you work out is really very nice 15 to have. So that's a thing to think about. I 16 know I have got something like that in my house. 17 And it really does work instead of traipsing and 18 getting stuff all over the upstairs, just put it 19 there. You can even have a laundry down there 20 if you wanted. But nobody, nobody is asking for 21 fourth bedrooms. And I told Ed to put this 22 issue to bed, we would be more than happy to</p>	<p style="text-align: center;">488</p> <p>1 are crowding the road with vehicles, 2 contractors. And you know what, it becomes 3 really obvious in a hurry to the neighbors that 4 something is going on there. And it becomes an 5 inconvenience, quite frankly. 6 MR. E. JAMES: You have to get a 7 building permit as well. 8 MR. J. JAMES: Well, but I'm saying if 9 they wanted to do backdoor, the association 10 would be empowered to not only fine but to 11 notify the Village. There would be two ways to 12 combat that type of adverse behavior. 13 So the long and short of it is, and 14 this is the final point I wanted to make, you 15 know, if it was a great idea to take the 16 basements out of these houses and bring the 17 house cost down, you know, we would be saying 18 great. I think in our case what we are saying 19 is if the buyer doesn't want to spend that, 20 then, fine, we can do that for you. But we 21 don't want to cripple this community, which we 22 think is going to be unique and a real asset for</p>

<p style="text-align: center;">489</p> <p>1 the Hinsdale community. We want this to be a 2 place where people can move out of the large 3 house and not feel like they are moving into a 4 inferior situation as compared to, say, some 5 other alternatives. 6 And there other alternatives in and 7 around here. You know, I think you may have 8 heard in Burr Ridge they have got a 52-unit 9 program that is being planned. And those will 10 have basements, and they will have the cluster 11 housing and so on. There is another one in 12 Clarendon Hills or Willowbrook that's being 13 planned. You know what, we are not worried 14 about that. Because we know Hinsdale for what 15 it is, and it's a beautiful community. We are 16 excited about this. 17 We do know, too, that brokers when 18 they take the people around, as any one of you 19 who is shopping for a house, you would say, What 20 am I getting for my money, Mr. James. How does 21 this compare to what's in the market? They may 22 not go there, but they are going to ask us to</p>	<p style="text-align: center;">491</p> <p>1 golly, we are going to do it. But what we don't 2 want to do is just in the rush to try and say 3 yes, cripple this community; and then when you 4 put your faith in us, if you do, it doesn't 5 work, it doesn't succeed. That's a disaster for 6 nor both of us. We have been down that route. 7 We want to make this the absolutely great, the 8 best set of homes, and a really long-term 9 functional set of empty-nester, age-targeted 10 residences for people to move in and enjoy. 11 That's a long-winded -- But I hope that gives 12 you a little more flavor. 13 MS. CRNOVICH: Thank you. 14 PRESIDENT CASHMAN: Mark? 15 MR. WILLOBEE: On the basements, I'm of 16 the opinion that I think the option does need to 17 be there. My dad is remodeling his house to do 18 1st floor living, but he wants his basement for 19 his workshop. I think I'm of that opinion not 20 to get into restricting that part. I think we 21 have enough in the covenants that prohibit on 22 the exterior on the site that, you know, of what</p>
<p style="text-align: center;">490</p> <p>1 say, Why do you want us to spend this much money 2 with no basement; are you kidding. And that's 3 the kind of the reaction we were getting on 4 Voltz Road, and that's what changed our mind. 5 We said, You know what, we made a mistake, let's 6 put the basements back in. And guess what, 7 everybody, like I said, is improving these 8 things, not with bedrooms, but to make it 9 another part of the extension of their house. 10 And they are excited about it because they know 11 these 55, 60-year-old people, they are going to 12 be there for 15 years. They want friends to 13 come over. They are not quite ready to slow 14 down. 15 That's a long-winded answer to it. 16 But, you know, you asked would we be able to do 17 it with basements. We want to work with the 18 community and get it done. Therefore, if we can 19 make some adjustments in terms of some of the 20 age restriction and things that have been talked 21 about, work with the board on the BMPs and 22 things like that. If we could work on that, by</p>	<p style="text-align: center;">492</p> <p>1 the uses would be. 2 PRESIDENT CASHMAN: Are you okay with 3 prohibiting bedrooms in the basement? 4 MR. WILLOBEE: Not with that. I see 5 the points on the bathroom as well. 6 MS. FIASCONE: Yes, you have got to 7 have a basement especially with the price point. 8 If they are downsizing, they are coming from 9 \$2 million houses, they are going to have a lot 10 of stuff. Yes. I'm fine for putting the 11 bedrooms. 12 I'm kind of on the fence with the 13 bathroom. I mean they are going to have to go 14 upstairs anyway after they work out. It's not 15 like they are going to a 2nd floor to take a 16 shower to get dressed. They are still going to 17 have to go upstairs, and their bedroom is on the 18 main floor; so I don't know on that one. 19 PRESIDENT CASHMAN: Okay. I would like 20 to open this up for community comments, hear 21 from our citizens. So thank you, Mr. James. 22 Please come up, tell us your name,</p>

<p style="text-align: center;">493</p> <p>1 where you live; and we would love to hear what 2 you have to say. 3 If you could go over here then, 4 thank you. 5 MS. JOHNSTON: My name is Eddie 6 Johnston. I live at 21 Woodgate Drive in Burr 7 Ridge. I would like to say very quickly, keep 8 the basements. We are empty-nesters but we have 9 three out of town grandchildren or children, 10 another grandchild, a number of grandchildren. 11 We could use extra space if we were to go there. 12 I think this development will have 13 a great impact on the Hinsdale-Burr Ridge area. 14 And I know that there is an interest in 15 empty-nester housing. But I do believe that 16 this proposal as it's proposed will not be a 17 positive addition to the Village and the 18 surrounding area. The major problem I believe 19 is the proposed density. I was dismayed to hear 20 that you were even considering increasing the 21 density. 22 I did some comparisons with similar</p>	<p style="text-align: center;">495</p> <p>1 units are triplexes, 3 units. And so probably 2 about 25 structures. And I believe the acreage 3 is larger. There is also a large pond. There 4 is a walking path. And all of these others, 5 these three others, have either cul-de-sacs or 6 winding roads or both. 7 And I understand that the Meadows 8 development by the way it is already configured 9 would find it very hard to have cul-de-sacs. 10 But that can be compensated for by having, 11 perhaps, more space between the units and having 12 an open space requirement. An ideal space for 13 this openness would be on the north side of the 14 road as it comes in. I don't think it's 15 unreasonable to require a 6-acre area of open 16 space or a combination of a smaller open space 17 and more space between the homes. 18 In addition to my concern about the 19 density is my almost greater concern about the 20 traffic. To back up, I must say that I am 21 totally in love with the bridge on Oak Street. 22 I give great credit for all the ones responsible</p>
<p style="text-align: center;">494</p> <p>1 areas. I compared the Burr Ridge Club in 2 Burr Ridge, the Fieldstone Club in Burr Ridge, 3 and also the KB cottages. The Fieldstone Club 4 has 60 acres, almost the same as the Meadows 5 proposal. But there are 30 acres, 30.7 acres in 6 Fieldstone compared with 24 in the Meadows. And 7 the Village of Burr Ridge required them to have 8 open space. So there is a 6.5-acre open land as 9 you enter the Burr Ridge Club -- I mean enter 10 Fieldstone. The gross density of the Fieldstone 11 Club is 1.95 compared with 2.45 in the Meadows. 12 The Burr Ridge Club has 34 acres 13 with 72 units for a gross density of 2.12. 14 There is no open space, public open space, in 15 the Burr Ridge Club; but it's filled with 16 cul-de-sacs, which gives the feeling of more 17 openness. And there is also considerable open 18 land in the interior with some small ponds. Its 19 gross density is 2.12. 20 I also looked at the Woods of King 21 Bruwaert. I don't have the acreage, but there 22 are 70 units. Keep in mind that most of those</p>	<p style="text-align: center;">496</p> <p>1 for it. Every time I drive over it I think, oh, 2 this is so neat. Having said that, however, 3 there is no doubt that there is considerable 4 increase on traffic on County Line. And I have, 5 obviously, because I live right off of County 6 Line, have ways of knowing that. 7 There are, I counted, 10 areas 8 between Plainfield Road and 55th Street that 9 have no other egress except to County Line. 10 Five are in Hinsdale and five are in Burr Ridge. 11 You have got Longwood Drive. You have got KB. 12 You have got Katherine Legge. You have got the 13 specialty hospital on the west side. On the 14 east side, you have Charleston, Chanticleer. 15 There is a small cul-de-sac development just 16 south of Sedgley. You have got Woodgate Drive 17 where I live, Burr Ridge Club. And then there 18 is another small cul-de-sac just south of or 19 just north of Plainfield. In the morning hours, 20 it is not unusual to find a two or more backup 21 on cars coming north. In the evening hours, 22 it's the reverse. They are coming south again.</p>

<p style="text-align: right;">497</p> <p>1 I have seen it backed up almost to 7th Street 2 from 55th Street. 3 Now, looking at the Meadows, if you 4 have 59 units, let's say that perhaps -- And at 5 this price range people are going to have 6 perhaps 2 cars. Let's say half of them have 2 7 cars. So that's 90 cars coming in and out. The 8 Meadows has two means of egress, one is on 55th 9 and one is on County Line. You probably would 10 not make an exit on 55th unless you were going 11 to make a right turn because a left turn would 12 be very difficult. So most of those cars are 13 coming onto County Line. So let's say there are 14 90 cars, that's 180 cars; 90 coming in, 15 90 coming out. You add that to this already 16 increased traffic, it's going to be a traffic 17 nightmare. So in your traffic studies, I do 18 hope that they are looking at it at different 19 hours of the day including early morning and 20 late afternoon. 21 So while I feel, again, that there 22 are ample reasons to have this type of</p> <p>09:48:56PM 09:49:24PM</p>	<p style="text-align: right;">499</p> <p>1 years, and my address is 914 Harding Road. 2 This is really a very forceful and 3 impactful proposal. And should it be approved 4 in its current iteration, it will have, in my 5 view, multiple negative impacts on the character 6 of our Village, some of them have already been 7 mentioned. I was here at the last meeting. But 8 I do want to thank you for letting me speak 9 again. 10 My cautionary wish is the same as 11 the last time. And this body needs to focus not 12 on paths, not on basements, but on one document. 13 And as you evaluate the James' current -- I 14 don't know whether this is a new, newer, or 15 newest; but I think we have taken a step forward 16 and now taken a step back, so we are back to 59 17 units. This document that you need to look at 18 is the very precious Village of Hinsdale zoning 19 code. It is easy to be seduced by the hyperbole 20 and, to my view, the slight of hand and the 21 diverting sales language of the developers. 22 That's what they are here to do. They are here</p> <p>09:51:44PM 09:52:40PM</p>
<p style="text-align: right;">498</p> <p>1 development, I do believe that the Meadows can 2 be still very nice. And I think they can get 3 their prices -- The prices of the homes in the 4 Burr Ridge Club are from 900,000 to 1.2 million. 5 The prices in the Fieldstone Club are about 6 900,000 to a million. And can you imagine, even 7 in KB, the Woods, the end units are now asking 8 about \$950,000 for those. So I do think that 9 the Meadows can still make a profit and still 10 provide us with a valuable asset but at a much 11 lower density. 12 PRESIDENT CASHMAN: Thank you very 13 much. 14 MS. JOHNSTON: And this is kind of 15 enhanced from a letter I sent to the Plan 16 Commission a couple months ago. 17 PRESIDENT CASHMAN: Okay. Thank you. 18 Next? Please. 19 MR. MORIARTY: Good evening, members of 20 the Plan Commission, members of the Village 21 staff, members of the James Company. My name is 22 Phil Moriarty. I have lived here about 48 plus</p> <p>09:50:14PM 09:50:52PM</p>	<p style="text-align: right;">500</p> <p>1 to sell, and they have been successful 2 elsewhere. But I urge you to stay focused on 3 the merits of our well-conceived zoning code, 4 which has helped create one of the best 5 residential communities in our country. 6 The history of our Village is 7 unique in its historic commitment to be a 8 premiere village comprised significantly of 9 single-family homes. We are not Burr Ridge. 10 Burr Ridge is a lovely community, beautiful 11 community; but we are not Burr Ridge. We are 12 not Oak Brook. We are not Oak Park. We are not 13 Northbrook. Yet, I think there is, as Eddie 14 said, some merit to having some type of 15 community at a much denser level where people 16 can downsize from 4-, 5-, and 6-bedroom homes, 17 homes with 3- and 4-car garages. 18 The negative impact of creating 19 mixed use, dense multifamily projects on the 20 southern gateway to our special community is a 21 dangerous precedent for the Village. The domino 22 effect of approving the zoning changes from</p> <p>09:53:21PM 09:54:09PM</p>

<p style="text-align: center;">501</p> <p>1 single family to multifamily will only serve to 2 encourage future dense developments on the 3 adjacent hospital property, for example. And 4 it's only a matter of time before that property 5 will be available to developers, and then you 6 are bumping up again to our wonderful park. 7 I urge you to say no to this plan. 8 Hinsdale's not for sale, nor is our Village 9 responsible to bear the burden of the 10 developer's carrying costs since he first came 11 before us and was denied 116 multi-unit homes 12 and was required to build what the R-2 stated, 13 which was 36 single-family homes. These costs 14 should not be borne on the back of our zoning 15 code. 16 So please think of preserving the 17 single-family character of the Village of 18 Hinsdale. It's what makes us unique. This is 19 important to think about what the neighbors, 20 those who are on County Line, and those who live 21 across the road on Pamela Circle, those who have 22 to commute on County Line to get to the train</p> <p>09:54:52PM 09:55:37PM</p>	<p style="text-align: center;">503</p> <p>1 in your sights. It's dull reading but it's 2 important reading so I hope you all do know it 3 and study it. And that's what I wanted say, and 4 thank you very much. 5 PRESIDENT CASHMAN: Thank you very 6 much. 7 Other community members here to 8 speak? 9 Okay. Seeing none, thank you. 10 Okay. So to the matter at hand, 11 Commissioners. Additional thoughts, questions 12 for the applicant, discussions about the issue 13 before us? 14 MS. CRNOVICH: I have a question. 15 PRESIDENT CASHMAN: Sure. 16 MS. CRNOVICH: Regarding the price 17 points, the price point of the units. 18 MR. E. JAMES: The average price point, 19 as we had mentioned some time ago, for the 20 duplex homes was 935,000 and the single family 21 would be -- There are many different models so 22 it's hard to say; but the average, if we --</p> <p>09:57:43PM 09:58:11PM</p>
<p style="text-align: center;">502</p> <p>1 station, etcetera, there will be incredible 2 increased traffic in my view. And I would hope 3 that somehow we can have a legitimate traffic 4 study and not just something that is done by an 5 association that favors developers. 6 I'm very concerned also, something 7 that was said by a member of the staff at the 8 last meeting I attended, stating that they had 9 not received any letters opposed to this 10 development; but they had received several 11 letters supporting it. I have written. 12 Mr. Krehbiel has written. Laura Running has 13 written. I just wonder why those letters 14 weren't recognized by the staff before. And so 15 I have written another letter. And I hope that 16 gets to this Commission. 17 So I urge you to think about the 18 broad backs that face this development as it 19 impacts our Village. Think about how unique we 20 are. Think about what we stand for. Think 21 about what our schools are. Think about what, 22 why we pay the taxes we pay. And just keep that</p> <p>09:56:19PM 09:56:59PM</p>	<p style="text-align: center;">504</p> <p>1 about \$1,145,000. We were hoping to bring that 2 down and with the increased density. 3 MS. CRNOVICH: Okay. So you are back 4 to the first price point is what you are back 5 to? 6 MR. E. JAMES: Yes. 7 MS. CRNOVICH: Thank you. And then I 8 had a question perhaps more for staff. Has 9 there been any comments from the hospital next 10 door? 11 MR. YU: No. 12 MS. CRNOVICH: Nothing? 13 MR. MC GINNIS: We received nothing. 14 MS. CRNOVICH: There is no plans for 15 them going anywhere, putting it for sale? 16 MR. MC GINNIS: No. In fact, we have 17 had comments from them, nothing recently but 18 something in the last six months; but they did 19 have a capital plan. I don't anticipate the 20 hospital going anywhere anytime soon. 21 MS. CRNOVICH: Weren't they requesting 22 a MAP amendment?</p> <p>09:58:55PM 09:59:17PM</p>

<p style="text-align: center;">505</p> <p>1 MR. MC GINNIS: They were requesting a</p> <p>2 MAP amendment, it was denied. They are a legal</p> <p>3 nonconforming use, they understand that. And</p> <p>4 they are working in the confines of that</p> <p>5 restriction. So they are essentially limited to</p> <p>6 interior remodeling, but I don't anticipate that</p> <p>7 that's going to be enough to have them go away.</p> <p>8 MS. CRNOVICH: Thank you.</p> <p>9 MS. RYAN: I have one question for</p> <p>10 staff also, that would be how many parcels of</p> <p>11 land are available that are in Hinsdale that are</p> <p>12 in excess of 20 acres.</p> <p>13 MR. MC GINNIS: Very few. And it</p> <p>14 depends on whether -- The only other property</p> <p>15 that might be included in that would be IBLP,</p> <p>16 but it depends how that's parceled up. If</p> <p>17 that's brought in as one zoning lot, you know,</p> <p>18 both the property east and west of Adams, that</p> <p>19 would certainly be over that 20-acre minimum.</p> <p>20 But it depends on if and when they sell it and</p> <p>21 how it's parceled out.</p> <p>22 MS. RYAN: Thank you.</p>	<p style="text-align: center;">507</p> <p>1 parcel, it would not be allowed.</p> <p>2 The idea was to make it, in my</p> <p>3 understanding, what I have been told, was to</p> <p>4 make it unique to either the situation or</p> <p>5 something very similar so it would not be</p> <p>6 happening elsewhere in the Village where there</p> <p>7 are small parcels of land.</p> <p>8 Other thoughts, questions?</p> <p>9 One question I had for the</p> <p>10 applicant -- and pardon me, but we have a</p> <p>11 mountain of data -- was just the rough square</p> <p>12 foot range for these different units.</p> <p>13 MR. E. JAMES: The single family, about</p> <p>14 27, 2600, to about 3100, averaging about 2900</p> <p>15 square feet. And the duplex homes are 2400 and</p> <p>16 2600 in round numbers, averaging about 25, 2500.</p> <p>17 They all have 1st floor master bedrooms, every</p> <p>18 single home.</p> <p>19 PRESIDENT CASHMAN: So on average 2500</p> <p>20 for a duplex and 2900 for a single family.</p> <p>21 MR. E. JAMES: Yes.</p> <p>22 PRESIDENT CASHMAN: Thank you. I know</p>
<p style="text-align: center;">506</p> <p>1 PRESIDENT CASHMAN: And the one that,</p> <p>2 one item we had that we set for next month is</p> <p>3 some of that property; right? It's the piece</p> <p>4 that's on Ogden Avenue. There is, I can't</p> <p>5 remember how many acres that is.</p> <p>6 MR. MC GINNIS: That's fairly small.</p> <p>7 PRESIDENT CASHMAN: They sold off on</p> <p>8 that recently?</p> <p>9 MS. CRNOVICH: Aren't they over</p> <p>10 30 acres, Chan, do you know, offhand?</p> <p>11 MR. MC GINNIS: Collectively, yes, well</p> <p>12 over.</p> <p>13 MS. CRNOVICH: Well over. Thank you.</p> <p>14 MS. FIASCONE: Which, that text</p> <p>15 amendment is essentially allowing an</p> <p>16 application; correct?</p> <p>17 PRESIDENT CASHMAN: It would create a</p> <p>18 special use process.</p> <p>19 MS. FIASCONE: For a PUD.</p> <p>20 PRESIDENT CASHMAN: If you have</p> <p>21 20 acres or more that you could go through the</p> <p>22 special use process. If it was a smaller</p>	<p style="text-align: center;">508</p> <p>1 it was in there, but I was searching high and</p> <p>2 far but I could not find that.</p> <p>3 MR. E. JAMES: That's it.</p> <p>4 PRESIDENT CASHMAN: Thank you.</p> <p>5 MR. WILLOBEE: I would just like to</p> <p>6 make a couple of comments, not necessarily</p> <p>7 questions, as far as open space. I appreciate</p> <p>8 the information provided as part of our packet.</p> <p>9 Again, I know I have belabored this</p> <p>10 point over the last couple meetings. But I</p> <p>11 guess I think our code has a broad definition of</p> <p>12 open space. I see the numbers in there. Just</p> <p>13 as far as looking at the zoning code, I'm not</p> <p>14 convinced that's the increase that we need to</p> <p>15 see as part of the test of moving away from the</p> <p>16 original one.</p> <p>17 And then just from the public</p> <p>18 benefit as proposed, I see it as limited</p> <p>19 benefits to a subset of the community. In my</p> <p>20 current situation, I can't say I would benefit</p> <p>21 from a lacrosse field. So those are, I just</p> <p>22 want to state those.</p>

<p style="text-align: center;">509</p> <p>1 PRESIDENT CASHMAN: I mean the open 2 space was interesting because on the first 3 package in October, it was -- I think the focus 4 of the package was more on the common open 5 space. But when I kind of pushed this point 6 looking into the definitions of our code and 7 everything, and it really includes all open 8 space. Both common open space, the right of 9 ways, setback space. And I was looking in 10 today's packet at the current 59-unit proposal 11 compared to the 36-unit proposal. What was the 12 percentage increase? 13 MR. E. JAMES: About 98 percent. There 14 was about 1700 square feet miscellaneous in the 15 36-unit plan. And there is about 44,000 square 16 feet in -- 17 PRESIDENT CASHMAN: But in total open 18 space, and I would have to find it because I 19 thought it was more like -- 20 MR. E. JAMES: I don't want to get into 21 the definition of open space because I will 22 probably get lost. But I think the common area,</p>	<p style="text-align: center;">511</p> <p>1 included that -- from what is currently approved 2 to what's being proposed would be a 24.6 3 increase in open space. 4 MR. E. JAMES: And the -- 5 PRESIDENT CASHMAN: Is that correct? 6 MR. E. JAMES: Well, again, how you 7 define it. But the point being in the 36-unit 8 plan all the lots are plotted out, all of the 9 spaces within the private lots. There was no 10 park and what have you in this plan except for 11 the 1700 square feet that was miscellaneous here 12 or there. 13 This, the 59-unit plan, has the 14 44,000 square feet. And these are what we 15 would, you would, you and I would both consider 16 common parks, people could gather. 17 MR. WILLOBEE: I agree with that. But 18 the code -- Per the code, the definition 19 includes open space that is in those platted 20 lots. 21 CHAIRMAN CASHMAN: Right. 22 MR. WILLOBEE: And so I'm just for the</p>
<p style="text-align: center;">510</p> <p>1 the park at the corner of 55th and County Line, 2 has about 42 -- 44,000? 3 MR. BALAS: Total park space is 44,000. 4 MR. E. JAMES: Total -- with that park 5 at the corner of 55th and County Line, and 6 the -- Well, here it is, two parks, 44,000 7 square feet. And then the little park at the 8 entrance just inside the entrance off of 55th, 9 those two total 44,000 feet plus. 10 PRESIDENT CASHMAN: I guess if you 11 could go to tab 2, it's the last page on tab 2. 12 MR. E. JAMES: In today's book? 13 PRESIDENT CASHMAN: Correct. 14 MR. E. JAMES: Okay. 15 PRESIDENT CASHMAN: This shows 16 extensive open space comparisons. These were 17 the calculations between the currently approved 18 36-unit traditional single-family plan and the 19 59-unit plan. 20 And this is where, you know, if you 21 really look, because we don't talk about 22 specific open space, so it's all open. It's all</p>	<p style="text-align: center;">512</p> <p>1 record, I want to -- I understand the 2 conversion to common. But it's -- 3 PRESIDENT CASHMAN: Because that's 4 where they did add at our request this 5 calculation on -- 6 MR. WILLOBEE: Right. 7 PRESIDENT CASHMAN: -- the guesstimated 8 patio areas, which they say 13,000 square 9 feet -- 10 MR. E. JAMES: And whether it's private 11 open space, common open space. 12 PRESIDENT CASHMAN: That's where I 13 thought this used to be more like 26 percent. 14 It might have gone down to this 24.6 because of 15 that, including that. Because previously I 16 don't think we talked about that and you went 17 back and added that. 18 MR. BALAS: We did add the patio area 19 for the 36 unit, right. 20 MS. CRNOVICH: I saw your table of 21 compliance has also changed. 22 MR. E. JAMES: The what?</p>

<div>513</div> <div>1 MS. CRNOVICH: The table of compliance.</div> <div>2 MR. E. JAMES: Yes, it's there. I</div> <div>3 think it's in the tab 6.</div> <div>4 MS. CRNOVICH: Tab 6? But now your</div> <div>5 table of compliance has probably changed again,</div> <div>6 right?</div> <div>7 MR. BALAS: No. The 59-unit plan --</div> <div>8 MS. CRNOVICH: This is for 59?</div> <div>9 MR. BALAS: -- table of compliance is</div> <div>10 correct.</div> <div>11 PRESIDENT CASHMAN: They did add the</div> <div>12 additional one in here for the alternate.</div> <div>13 MR. E. JAMES: There was. But, yes,</div> <div>14 that's -- We are not referring to that.</div> <div>15 PRESIDENT CASHMAN: We are not talking</div> <div>16 about that tonight.</div> <div>17 MR. E. JAMES: The table of compliance</div> <div>18 should be correct.</div> <div>19 MS. CRNOVICH: I believe at first you</div> <div>20 were asking for 6 variances and now you are</div> <div>21 asking for 8.</div> <div>22 MR. E. JAMES: Well, I'm not sure of</div>	<div>515</div> <div>1 this is now showing the maximum as opposed to</div> <div>2 the average.</div> <div>3 MR. E. JAMES: Right.</div> <div>4 MR. BALAS: We picked the largest</div> <div>5 combined.</div> <div>6 MR. MC GINNIS: To clarify, you are</div> <div>7 looking at 6 areas of relief, 6 waivers.</div> <div>8 MS. CRNOVICH: 6 but possibly 8,</div> <div>9 correct?</div> <div>10 MR. MC GINNIS: It depends. Because a</div> <div>11 couple of these we can't tell yet --</div> <div>12 MS. CRNOVICH: Right, until you have</div> <div>13 final.</div> <div>14 MR. MC GINNIS: -- until they come with</div> <div>15 a detailed plan and we get full working</div> <div>16 drawings.</div> <div>17 MR. WILLOBEE: But that variance</div> <div>18 translates into the open space calculation,</div> <div>19 again, the last page. Because right now you are</div> <div>20 calculating your open space only off of</div> <div>21 36 percent maximum coverage ratio on the 59</div> <div>22 unit. So if you are asking for additional</div>
<div>514</div> <div>1 the number. We are asking for a variance, the</div> <div>2 30 -- Under the existing code for total maximum</div> <div>3 lot coverage, it's 50 percent for maximum -- for</div> <div>4 the single-family homes. We are asking for</div> <div>5 44 percent or 4 -- on lot 23 along the pond.</div> <div>6 And that assumes it has a screened-in porch, and</div> <div>7 that's for a single family. For a duplex on</div> <div>8 lot 40, we are asking for 47.8 percent lot</div> <div>9 coverage. And that's, those are both still</div> <div>10 below the 50 percent for what you could build if</div> <div>11 it were single family.</div> <div>12 MR. BALAS: The one item that did</div> <div>13 change specifically was on the total building</div> <div>14 coverage where we had discussions with Robb and</div> <div>15 Chan. Whereas before we had presented that as</div> <div>16 the combined total building coverage for all the</div> <div>17 homes in the development. And Robb and Chan</div> <div>18 suggested that, no, you do need to look at the</div> <div>19 one unit that has the most --</div> <div>20 MR. E. JAMES: Largest.</div> <div>21 MR. BALAS: So basically the biggest</div> <div>22 home you could build on the smallest lot. So</div>	<div>516</div> <div>1 coverage, then the open space calculation that</div> <div>2 you have in there is changing.</div> <div>3 MR. E. JAMES: I have a hard time</div> <div>4 hearing, so I'm sorry.</div> <div>5 MR. WILLOBEE: My point is is that with</div> <div>6 that request right now your calculations were</div> <div>7 showing increase in open spaces based on</div> <div>8 30 percent -- 36 percent maximum coverage ratio.</div> <div>9 PRESIDENT CASHMAN: That's considering</div> <div>10 all of them.</div> <div>11 MR. BALAS: For all of them.</div> <div>12 PRESIDENT CASHMAN: And this is</div> <div>13 considering the worst one.</div> <div>14 MR. WILLOBEE: I agree. But if that's</div> <div>15 allowed, doesn't that change this calculation?</div> <div>16 MR. BALAS: No.</div> <div>17 PRESIDENT CASHMAN: Until it's built</div> <div>18 out, that's going to change.</div> <div>19 MR. MC GINNIS: So what they did,</div> <div>20 because I know that this gets a little unwieldy,</div> <div>21 is they used the worst-case scenarios when</div> <div>22 trying to put together this table of compliance.</div>

<p style="text-align: center;">517</p> <p>1 Because they weren't sure what models were going 2 to get built on what lots. So they use the 3 smallest lot and the biggest unit in order to 4 try and do their bulk reg calcs. 5 So we are going to get into the 6 weeds when -- if and when they come back with a 7 detailed plan to make sure that all these 8 numbers reconcile. But when it came to actually 9 the waivers and how we were going to list those 10 in an ordinance, we felt it made more sense to 11 request a maximum and work backwards from that 12 than to try and anticipate what was going to get 13 built on every lot. 14 PRESIDENT CASHMAN: Okay. 15 MS. CRNOVICH: Thank you. 16 MR. E. JAMES: All right. Robb, thank 17 you. 18 PRESIDENT CASHMAN: Any other 19 questions, Mark? 20 MR. WILLOBEE: No. 21 MR. MC GINNIS: If I could jump in and 22 just add one more thing.</p>	<p style="text-align: center;">519</p> <p>1 MR. E. JAMES: Every unit will have 2 some outdoor space. And some of the homes the 3 outdoor space is still under the roof. And 4 that's where they can screen it in and make a 5 porch out of it and then have a little offset 6 patio off of that for the barbecue. 7 MS. CRNOVICH: So what you are saying, 8 Robb, is that might be another variance; 9 correct? 10 MR. MC GINNIS: No. No. You would 11 be -- A patio is permissible as an encroachment 12 into the required rear yard but a screen porch 13 wouldn't be. 14 MS. CRNOVICH: But the screen 15 porches -- Okay. 16 MR. MC GINNIS: Right. 17 MR. E. JAMES: In most cases, that 18 screen porch would be within the confines of the 19 house. Am I right on that? 20 MR. J. JAMES: Not necessarily. 21 MR. BALAS: Not all. 22 MR. E. JAMES: Not all models but most</p>
<p style="text-align: center;">518</p> <p>1 PRESIDENT CASHMAN: Sure. 2 MR. MC GINNIS: And this is somewhat 3 fluid so we have kind of been working through 4 it. Initially the rear yard relief wasn't going 5 to be listed as one of the waivers. But there 6 was some conversation about whether it was 7 better off to hold the front yard setback in 8 order to accommodate a rear screened porch 9 without encroaching the required rear yard or to 10 maintain that front yard setback. 11 It was staff's position that we 12 were better off to maintain that open 13 streetscape and adhere to that 35-foot front 14 yard setback and request a waiver for those 15 screen porches. The R-2 has got a 50-foot rear 16 yard setback. We thought it was more 17 appropriate and more aesthetically pleasing to 18 ask for a reduction on the required rear yard to 19 accommodate those screened porches than have to 20 pull everything closer to the street. 21 MS. CRNOVICH: So how many, do you know 22 how many units will have patios, rear patios?</p>	<p style="text-align: center;">520</p> <p>1 models. 2 MS. CRNOVICH: So there is a 3 possibility? 4 MR. E. JAMES: Excuse me. Yes. 5 PRESIDENT CASHMAN: Anna? 6 MS. FIASCONE: I have nothing. 7 PRESIDENT CASHMAN: Julie? 8 MS. CRNOVICH: Not right now. 9 PRESIDENT CASHMAN: Scott? 10 MR. PETERSON: No, no additional. 11 PRESIDENT CASHMAN: Mary? 12 MS. RYAN: No. 13 PRESIDENT CASHMAN: Jim? 14 MR. KRILLENBERGER: None additional. 15 PRESIDENT CASHMAN: Okay. Hearing no 16 comments now -- Julie? 17 I guess, Chan, I want to -- 18 Procedurally with the three items, the text 19 amendment, the planned development, conceptual 20 plan, and then the special use permit, is there 21 a specific order that we need to address these? 22 I mean in the way that it was all packaged</p>

<p style="text-align: center;">521</p> <p>1 together, they are all related. But I was 2 curious about if it should be in order. 3 MR. YU: Yes, that would help with a 4 potential motion for -- 5 MR. MARRS: I think it's appropriate to 6 take the text amendment separately, and then the 7 other two go pretty much hand in hand so -- 8 PRESIDENT CASHMAN: Okay. So I would 9 ask the Commissioners to refer back to the 10 application that basically has the criteria and 11 the standards for a text amendment. I think we 12 will review these: 13 "The consistency of the proposed 14 amendment with the purposes of this code." 15 "The existing uses and zoning 16 classifications for properties in the vicinity 17 of the subject property." 18 "The trend of development in the 19 vicinity of the subject property, including 20 changes, if any, in such trend since the 21 property was placed in its present zoning 22 classification."</p>	<p style="text-align: center;">523</p> <p>1 immediate vicinity of the subject property would 2 be affected by the proposed amendment." 3 "The availability of adequate utilities 4 and essential public services to the subject 5 property ..." 6 "The length of time, if any, that the 7 subject property has been vacant, considered in 8 the context of the pace of development in the 9 vicinity of the subject property." 10 "The community need for proposed 11 amendment and for the uses and development it 12 would allow." 13 "The reasons, where relevant, why the 14 subject property should be established as part 15 of an overlay district and the positive and 16 negative effects such establishment could be 17 expected to have on persons residing in the 18 area." 19 So any comments or -- 20 MR. MARRS: Before we get into motions 21 and further discussion, if we could get a motion 22 and second to close the public hearing.</p>
<p style="text-align: center;">522</p> <p>1 "The extent, if any, to which the value 2 of the subject property is diminished by the 3 existing zoning classification ..." 4 "The extent to which any such 5 diminution in value is offset by an increase in 6 the public health, safety, and welfare." 7 "... the use and enjoyment of adjacent 8 properties would be affected by the proposed 9 amendment." 10 "The extent ... to which the value of 11 the adjacent properties will be affected by the 12 proposed amendment." 13 "The extent, if any, to which the 14 future orderly development of adjacent 15 properties would be affected by the proposed 16 amendment." 17 "The suitability of the subject 18 property for uses permitted or permissible under 19 the present zoning classification." 20 "The availability of adequate ingress 21 to and egress from the subject property and 22 extent to which traffic conditions in the</p>	<p style="text-align: center;">524</p> <p>1 PRESIDENT CASHMAN: Sounds good. We 2 have had it open for four months. 3 MR. KRILLENBERGER: I so motion. 4 PRESIDENT CASHMAN: And a second. 5 MS. FIASCONE: Aye. 6 PRESIDENT CASHMAN: Anna? 7 MS. FIASCONE: Aye. 8 MR. WILLOBEE: Aye. 9 MS. CRNOVICH: Aye. 10 CHAIRMAN CASHMAN: Aye. 11 MR. PETERSON: Aye. 12 MS. RYAN: Aye. 13 MR. KRILLENBERGER: Aye. 14 And thanks to those who did 15 comment, Very useful. 16 * * * 17 (Which were all the proceedings 18 had in the above-entitled public 19 hearing.) 20 21 22</p>

1 STATE OF ILLINOIS)

) ss.

2 COUNTY OF DU PAGE)

3 I, JANICE H. HEINEMANN, CSR, RDR, CRR,
4 do hereby certify that I am a court reporter
5 doing business in the State of Illinois, that I
6 reported in shorthand the testimony given at the
7 hearing of said cause, and that the foregoing is
8 a true and correct transcript of my shorthand
9 notes so taken as aforesaid.

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Janice H. Heinemann CSR, RDR, CRR
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STATE OF ILLINOIS)
) SS:
COUNTY OF DU PAGE)

VILLAGE OF HINSDALE PLAN COMMISSION
BOARD DISCUSSION

In the Matter of:

Case A-18-2016

55th St./County Line Road -
Hinsdale Meadows Venture, LLC

Text Amendment to Section 3-106:
Special Uses, to allow a Planned
Development in any single-family
residential district, subject to
the issuance of a special use
permit, and subject to a minimum
lot area of 20 acres.

REPORT OF PROCEEDINGS had and testimony taken at the discussion of the continued public hearings of the above-entitled matter before the Hinsdale Plan Commission at 19 East Chicago Avenue, Hinsdale, Illinois, on the 11th day of January, 2017, at the hour of 10:17 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;
MS. JULIE CRNOVICH, Member;
MS. ANNA FIASCONE, Member;
MR. SCOTT PETERSON, Member;
MS. MARY RYAN, Member;
MR. MARK WILLOBEE, Member.

<p style="text-align: right;">2</p> <p>ALSO PRESENT:</p> <p>MR. ROBERT MC GINNIS, Director of Community Development/Building Commissioner;</p> <p>MR. CHAN YU, Village Planner;</p> <p>MR. MICHAEL A. MARRS, Village Attorney.</p> <p style="text-align: center;">* * *</p>	<p style="text-align: right;">4</p> <p>1 It's a number of separate parcels. I don't</p> <p>2 remember what the acreage is on the west, but if</p> <p>3 you --</p> <p>4 Like say that was over 20, but the</p> <p>5 piece on the right was, you know, 15 or</p> <p>6 something. How would the Village view those? I</p> <p>7 would think they are separated by a public</p> <p>8 street, would that --</p> <p>9 MR. MC GINNIS: I'm not quite sure how</p> <p>10 that one would work. Because it would have to</p> <p>11 meet the definition of zoning lot. And it talks</p> <p>12 about the property under ownership and control</p> <p>13 entirely located within a block.</p> <p>14 PRESIDENT CASHMAN: So that wouldn't --</p> <p>15 Those would have to be considered separate</p> <p>16 pieces then, couldn't be combined to, say,</p> <p>17 20 acres?</p> <p>18 MR. MC GINNIS: I don't know.</p> <p>19 PRESIDENT CASHMAN: If you don't know</p> <p>20 the answer to it, I think it would be important</p> <p>21 to get the answer to it because I would be in</p> <p>22 favor of that. Because say there is some</p>
<p style="text-align: right;">3</p> <p>1 PRESIDENT CASHMAN: So any comments on</p> <p>2 those criteria?</p> <p>3 MS. CRNOVICH: Yes.</p> <p>4 PRESIDENT CASHMAN: Julie.</p> <p>5 MS. CRNOVICH: If the text amendment</p> <p>6 could be tightened up. Perhaps, again, I'm</p> <p>7 thinking of the Institute of Basic Life where a</p> <p>8 planned development subject to the additional</p> <p>9 following standards, perhaps something could be</p> <p>10 added, the planned development shall be for</p> <p>11 age-targeted or age-restricted housing?</p> <p>12 MR. YU: That language is probably too</p> <p>13 restrictive, and we will get in trouble with</p> <p>14 spot zoning. You know, the idea is for a</p> <p>15 language that would allow potential other areas</p> <p>16 to have the same opportunity to apply for a</p> <p>17 planned development.</p> <p>18 PRESIDENT CASHMAN: What about like</p> <p>19 contiguous area? Like that's an interesting</p> <p>20 property over there because they are on the west</p> <p>21 side of Adams and on the east side, but it's</p> <p>22 separated. They are not one piece of land.</p>	<p style="text-align: right;">5</p> <p>1 situation, I mean we are not, we are not -- I</p> <p>2 don't think the intent was to make this so there</p> <p>3 would be 15 possibilities where this could</p> <p>4 happen.</p> <p>5 So if that, say the west piece of</p> <p>6 that Basic Life Principles was over 20 acres and</p> <p>7 the piece on the east side of Adams is not,</p> <p>8 well, then that's simple. We are talking about</p> <p>9 there is an opportunity there, but that's it.</p> <p>10 Amlings is not 20 acres so --</p> <p>11 MS. CRNOVICH: I'm saying this, a text</p> <p>12 amendment in my opinion is serious for anything</p> <p>13 that's going to have to do with a single-family</p> <p>14 residential district allowing a PUD, which you</p> <p>15 know PUDs are not allowed in single-family</p> <p>16 districts. So I consider this, you know,</p> <p>17 something we need to seriously consider. And I</p> <p>18 think if there is any way that could be</p> <p>19 tightened up --</p> <p>20 PRESIDENT CASHMAN: Well, I think if</p> <p>21 that was the case, I mean, like I say, that was</p> <p>22 the only other parcel in town that could --</p>

<p style="text-align: center;">6</p> <p>1 MS. CRNOVICH: I think it is.</p> <p>2 MR. MC GINNIS: And to Chan's point,</p> <p>3 you don't want to be accused of spot zoning. We</p> <p>4 spent a lot of time trying to come up with</p> <p>5 languages that we felt wouldn't just apply to</p> <p>6 one property but was very restrictive.</p> <p>7 MS. CRNOVICH: Right. And I understand</p> <p>8 that's why the text amendment versus a MAP</p> <p>9 amendment.</p> <p>10 MR. YU: Right.</p> <p>11 PRESIDENT CASHMAN: I guess we just ask</p> <p>12 staff to research that so that if this does go</p> <p>13 to the board that they can consider it properly.</p> <p>14 MS. FIASCONE: But it's just a line for</p> <p>15 allowing an application. The Commission doesn't</p> <p>16 have to pass another or approve another --</p> <p>17 PRESIDENT CASHMAN: No. Right. They</p> <p>18 don't get to go through this joy.</p> <p>19 MS. FIASCONE: Don't you love it?</p> <p>20 PRESIDENT CASHMAN: Right. No. I mean</p> <p>21 that's where -- That's why the whole process of</p> <p>22 a special use permit is onerous. It's to, not</p>	<p style="text-align: center;">8</p> <p>1 MR. WILLOBEE: Aye.</p> <p>2 MS. FIASCONE: Aye.</p> <p>3 PRESIDENT CASHMAN: Okay. So that's</p> <p>4 the text amendment.</p> <p>5 And then next we take the special</p> <p>6 use and the planned development together.</p> <p>7 MR. MARRS: Yes. I think that's fine.</p> <p>8 Unless someone for some reason wants them</p> <p>9 separately but --</p> <p>10 MR. KRILLENBERGER: Let's do it</p> <p>11 together.</p> <p>12 PRESIDENT CASHMAN: Okay.</p> <p>13 MS. CRNOVICH: Are we allowed to make</p> <p>14 comments on how we are voting before or</p> <p>15 afterwards?</p> <p>16 MR. KRILLENBERGER: Well, I think we</p> <p>17 have had a chance to sort of view our -- voice</p> <p>18 our pros and cons.</p> <p>19 PRESIDENT CASHMAN: Would you like to</p> <p>20 voice your --</p> <p>21 MS. CRNOVICH: I'm asking Steve. Thank</p> <p>22 you, Jim.</p>
<p style="text-align: center;">7</p> <p>1 to -- It's not to take care of the typical lot</p> <p>2 in an R-1 or R-2 or R-3. It's for these unusual</p> <p>3 situations, and it's every Village and every</p> <p>4 code to allow -- Because there is no way you</p> <p>5 could come up with a zoning ordinance that would</p> <p>6 cover every possibility.</p> <p>7 MS. CRNOVICH: Okay. Thank you.</p> <p>8 PRESIDENT CASHMAN: Other thoughts,</p> <p>9 comments on this?</p> <p>10 If not, can I hear a motion to</p> <p>11 approve the text amendment as submitted</p> <p>12 requesting that there be some research on</p> <p>13 possibly tightening up with what 20-acre amount</p> <p>14 is referring to so we know specifically?</p> <p>15 MS. FIASCONE: So moved.</p> <p>16 MR. KRILLENBERGER: I will second.</p> <p>17 PRESIDENT CASHMAN: Jim?</p> <p>18 MR. KRILLENBERGER: Aye.</p> <p>19 MS. RYAN: Aye.</p> <p>20 MR. PETERSON: Aye.</p> <p>21 PRESIDENT CASHMAN: Aye.</p> <p>22 MS. CRNOVICH: No.</p>	<p style="text-align: center;">9</p> <p>1 PRESIDENT CASHMAN: Yes. I always want</p> <p>2 to hear what you have to say.</p> <p>3 MS. CRNOVICH: Thank you. One of the</p> <p>4 residents who spoke tonight talked about the</p> <p>5 zoning code. And we all have these. And I was</p> <p>6 looking at section 1-102, Authority and Purposes</p> <p>7 of the Zoning Code. And No. 5, B5, "Limit the</p> <p>8 bulk and density of new and existing structures</p> <p>9 to preserve the existing scale of development in</p> <p>10 the Village ..."</p> <p>11 And the density of this project</p> <p>12 does concern me. And I know there has been many</p> <p>13 letters and many people who have spoken in favor</p> <p>14 of the development, but I feel it's our task as</p> <p>15 Plan Commissioners to listen to the residents.</p> <p>16 And it's supposed to be the residents who live</p> <p>17 in the surrounding areas, not the ones who</p> <p>18 possibly have something to gain from it or who</p> <p>19 are in that field of business.</p> <p>20 I am very supportive of</p> <p>21 empty-nester housing in Hinsdale, and I do</p> <p>22 appreciate the presentations you have given in</p>

<p style="text-align: center;">10</p> <p>1 the four hearings. But again, you are asking 2 the Village for a text amendment and to relax 3 the zoning code, the eight variances. The 4 density is a concern of mine. I do feel the 5 development should be age restricted. And I 6 also feel that basements, there should be no 7 basements except where you have to do the 8 walkout basements due to the topography. 9 And I'm also against full baths 10 so -- But thank you for removing the density 11 from County Line Road and 55th Street, and 12 that's just where I stand tonight. Thank you. 13 PRESIDENT CASHMAN: Good. I think it 14 will be a help for the trustees to hear that 15 because it's important to know the context of 16 votes, too. 17 MS. CRNOVICH: I think it's -- You 18 know, I think we have made progress. And maybe 19 there could be changes moving forward because I 20 am in favor of this sort of development. And I 21 think this would fill a need in Hinsdale. 22 PRESIDENT CASHMAN: Well, that's right.</p>	<p style="text-align: center;">12</p> <p>1 one we are going to look at is basically, 2 together, Special uses and planned development. 3 Special uses, the main 4 considerations, let's see, standards for special 5 use permits. So "Code and Plan Purposes: The 6 proposed use and development will be in harmony 7 with the general and specific purposes for which 8 this code was enacted and for which the 9 regulations of the district in question were 10 established and with the general purpose and 11 intent of the official comprehensive plan." 12 "No Undue Adverse Impact: The 13 proposed use and development will not have a 14 substantial or undue adverse affect upon 15 adjacent property, the character of the area, or 16 the public health, safety, and general welfare." 17 "No Interference with Surrounding 18 Development: The proposed use and development 19 will be constructed, arranged, and operated so 20 as not to dominate the immediate vicinity or to 21 interfere with the use and development of 22 neighboring property in accordance with the</p>
<p style="text-align: center;">11</p> <p>1 I imagine this is not going to be a one meeting 2 if this gets to the trustees' level. This is 3 important. This is a very unique situation. 4 It's important. I thought the comment by 5 Ms. Johnston -- 6 Is that correct? 7 MS. JOHNSTON: Yes. 8 PRESIDENT CASHMAN: You know about 9 likes the concept but less density is kind of 10 what you are talking about. 11 MS. CRNOVICH: Exactly. 12 PRESIDENT CASHMAN: Is there a way? 13 That's not currently in front of us, but who is 14 to say what -- This is a conceptual plan. 15 MS. CRNOVICH: Right. 16 PRESIDENT CASHMAN: Who's to say what 17 we will ultimately see if it does come back to 18 us at some point. But I think it's all helpful 19 as part of the process, and so I appreciate your 20 input on that. It counts. 21 MS. CRNOVICH: Thank you, Steve. 22 PRESIDENT CASHMAN: Okay. So the next</p>	<p style="text-align: center;">13</p> <p>1 applicable district regulations." 2 "Adequate public facilities. The 3 proposed use and development will be served 4 adequately by essential public facilities and 5 services such as streets, public utilities, 6 drainage structures, police and fire protection, 7 refuse disposal, parks, libraries, and schools, 8 or the applicant will provide adequately for 9 such services." 10 "No traffic congestion. The 11 proposed use and development will not cause 12 undue traffic congestion nor draw significant 13 amounts of traffic through residential streets." 14 "No destruction of significant 15 features. The proposed use and development will 16 not result in the destruction, loss, or damage 17 of any natural, scenic, or historic feature of 18 significant importance." 19 "Compliance with standards. The 20 proposed use and development complies with all 21 additional standards imposed upon it by the 22 particular provision of this Code authorizing</p>

<p style="text-align: right;">14</p> <p>1 such use."</p> <p>2 "Special Standards for specified</p> <p>3 special uses. When the district regulations</p> <p>4 authorizing any special use in a particular</p> <p>5 district impose special standards to be met by</p> <p>6 such use in such district, a permit for such use</p> <p>7 in such district shall not be recommended or</p> <p>8 granted unless the applicant shall establish</p> <p>9 compliance with all special standards."</p> <p>10 "Considerations. In determining</p> <p>11 whether the applicant's evidence establishes the</p> <p>12 foregoing standards have been met, the Plan</p> <p>13 Commission shall consider:</p> <p>14 "(a) Public benefit. Whether and</p> <p>15 to what extent the proposed use and development</p> <p>16 at the particular location requested is</p> <p>17 necessary or desirable to provide a service or a</p> <p>18 facility that is in the interest of the public</p> <p>19 convenience or that will contribute to the</p> <p>20 general welfare of the neighborhood or</p> <p>21 community.</p> <p>22 "(b) Alternative locations.</p>	<p style="text-align: right;">16</p> <p>1 clarify. I thought when it came to the proposed</p> <p>2 public benefit you thought it was basically</p> <p>3 headed in the right direction but not enough.</p> <p>4 You are not a big lacrosse player</p> <p>5 then?</p> <p>6 MR. WILLOBEE: No. I think it's just a</p> <p>7 very, it's a head nod at public use or benefit.</p> <p>8 But I don't think it's the right public benefit.</p> <p>9 It's a good way to get rid of dirt.</p> <p>10 PRESIDENT CASHMAN: Anna?</p> <p>11 MS. FIASCONE: I don't know, I think</p> <p>12 the path around it, a lot of people go to the</p> <p>13 high school, it's a good alternative to go over</p> <p>14 there and use that area instead of going to the</p> <p>15 high school.</p> <p>16 PRESIDENT CASHMAN: Julie?</p> <p>17 MS. CRNOVICH: Were there any other</p> <p>18 recommendations from staff, any other public</p> <p>19 benefits or --</p> <p>20 MR. MC GINNIS: No.</p> <p>21 MS. CRNOVICH: But Parks & Rec, they</p> <p>22 seemed okay with this?</p>
<p style="text-align: right;">15</p> <p>1 Whether and to what extent such public goals can</p> <p>2 be met by the location of the proposed use and</p> <p>3 development at some other site or in some other</p> <p>4 area that may be more appropriate than the</p> <p>5 proposed site."</p> <p>6 And then finally, "Mitigation of</p> <p>7 adverse impacts. Whether and to what extent all</p> <p>8 steps possible have been taken to minimize any</p> <p>9 adverse effects of the proposed use and</p> <p>10 development in the immediate vicinity through</p> <p>11 building design, site design, landscaping, and</p> <p>12 screening."</p> <p>13 So the big one there that we talked</p> <p>14 about -- I mean, obviously, all of these are</p> <p>15 important. We talked about traffic. We talked</p> <p>16 about surrounding development and their facts.</p> <p>17 But the big one that we really focused a lot of</p> <p>18 time on is on public benefit.</p> <p>19 I think maybe we do some comments</p> <p>20 on this, and then we can talk about the planned</p> <p>21 development, also need a break reading all that.</p> <p>22 One thing, Mark, I just wanted to</p>	<p style="text-align: right;">17</p> <p>1 MR. MC GINNIS: Yes. Conceptually they</p> <p>2 were good, but they were hoping to get more</p> <p>3 information as the plan was further refined.</p> <p>4 PRESIDENT CASHMAN: We would want their</p> <p>5 input. Just like I mean we ultimately got their</p> <p>6 input on the concept of the dog park, but we</p> <p>7 would like them to really consider this. I</p> <p>8 would like to hear what they have to say.</p> <p>9 MR. MC GINNIS: And certainly if people</p> <p>10 aren't comfortable with that as a public</p> <p>11 benefit, we can punt this to Parks & Rec and see</p> <p>12 if they have any ideas. I don't believe that</p> <p>13 they have been asked for any ideas. They have</p> <p>14 been asked to opine on the couple of proposals</p> <p>15 that they were presented with.</p> <p>16 MS. CRNOVICH: Wasn't there one plan</p> <p>17 for doing a new roof or something for the Humane</p> <p>18 Society?</p> <p>19 MR. MC GINNIS: There was one, there</p> <p>20 was a proposal for -- I know that we have some</p> <p>21 capital needs down in KLM. I don't know if that</p> <p>22 quite meets the test of compensating amendment.</p>

<p style="text-align: center;">18</p> <p>1 MS. CRNOVICH: Okay.</p> <p>2 PRESIDENT CASHMAN: The public relate</p> <p>3 to shingle roofs --</p> <p>4 MS. CRNOVICH: Thank you.</p> <p>5 PRESIDENT CASHMAN: Scott?</p> <p>6 MR. PETERSON: No. I think we talked</p> <p>7 about everything. My comments are that I think</p> <p>8 for that kind of money that you should have full</p> <p>9 paths, no bedrooms. I think the strong covenant</p> <p>10 is important. And I think age targeting is</p> <p>11 better than restrictive based on resale.</p> <p>12 And I think we need to be conscious</p> <p>13 of the stormwater and that should be addressed</p> <p>14 based on the Village of Hinsdale, whether, you</p> <p>15 know, we have the space for it. But that should</p> <p>16 be at the Village's direction.</p> <p>17 Traffic study is big. And, you</p> <p>18 know, right now I'm looking at the KLM, lacrosse</p> <p>19 and cardio path as the Village benefit, plus the</p> <p>20 \$750,000 that was put in, you know, back, you</p> <p>21 know, the 750 that was put in.</p> <p>22 PRESIDENT CASHMAN: Ten years ago.</p>	<p style="text-align: center;">20</p> <p>1 the same general purposes as all other special</p> <p>2 uses. In particular, however, the planned</p> <p>3 development technique is intended to allow the</p> <p>4 relaxation of otherwise applicable substantive</p> <p>5 requirements based upon procedural protections</p> <p>6 providing for a detailed review of individual</p> <p>7 proposals for significant developments. This</p> <p>8 special regulatory technique is included in this</p> <p>9 Code in recognition of the fact that traditional</p> <p>10 bulk, space, and yard regulations that may be</p> <p>11 useful in protecting the character of the</p> <p>12 substantially developed and stable areas may</p> <p>13 impose inappropriate pre-regulations and</p> <p>14 rigidities upon the development or redevelopment</p> <p>15 of parcels or areas that lend themselves to an</p> <p>16 individual, planned approach. Through the</p> <p>17 flexibility of the planned development</p> <p>18 technique, the Village seeks to achieve the</p> <p>19 following specific objectives:</p> <p>20 "1. Creation of a more desirable</p> <p>21 environment that would be possible through</p> <p>22 strict application of other Village land use</p>
<p style="text-align: center;">19</p> <p>1 MR. PETERSON: Ten years ago to the</p> <p>2 park district that -- Those are my comments.</p> <p>3 PRESIDENT CASHMAN: Mary?</p> <p>4 MS. RYAN: Scott did an excellent job</p> <p>5 summarizing exactly where I'm at. And I do</p> <p>6 think the cardio path, it is a nice alternative</p> <p>7 to having to go to the high school.</p> <p>8 PRESIDENT CASHMAN: The one idea I</p> <p>9 heard that was interesting, intriguing, was</p> <p>10 right by the parking lot to have a signpost that</p> <p>11 basically says zero point zero. You know that</p> <p>12 kind of thing encourages there is where you</p> <p>13 start, and you need to go more than zero point</p> <p>14 zero, even though it's a pretty funny bumper</p> <p>15 sticker.</p> <p>16 MR. KRILLENBERGER: I'm okay with the</p> <p>17 public benefit.</p> <p>18 PRESIDENT CASHMAN: With that, then</p> <p>19 look at the planned development criteria.</p> <p>20 "Purpose. Planned developments are</p> <p>21 included in this Code as a distinct category of</p> <p>22 special use. As such, they are authorized for</p>	<p style="text-align: center;">21</p> <p>1 regulations.</p> <p>2 "2. Promotion of a creative</p> <p>3 approach to the use of land and related physical</p> <p>4 facilities resulting in better design and</p> <p>5 development, including aesthetic amenities.</p> <p>6 "3. Combination and coordination</p> <p>7 of architectural styles, building forms, and</p> <p>8 building relationships.</p> <p>9 "4. Preservation and enhancement</p> <p>10 of desirable site characteristics such as</p> <p>11 natural topography, vegetation, and geologic</p> <p>12 features, the provision of screening or other</p> <p>13 facilities that benefit neighboring properties,</p> <p>14 and the prevention of soil erosion.</p> <p>15 "5. Provision for the preservation</p> <p>16 and beneficial use of open space.</p> <p>17 "6. An increase in the amount of</p> <p>18 open space over that which would result from the</p> <p>19 application of conventional subdivision and</p> <p>20 zoning regulations.</p> <p>21 And "7. Encouragement of land uses</p> <p>22 that promote the public health, safety, and</p>

<p style="text-align: right;">22</p> <p>1 general welfare."</p> <p>2 So comments about the review</p> <p>3 criteria related to this application?</p> <p>4 Anna?</p> <p>5 MS. FIASCONE: So in that sense that we</p> <p>6 are looking at the aesthetics of the building</p> <p>7 provided, am I not?</p> <p>8 PRESIDENT CASHMAN: Correct. We</p> <p>9 reviewed those. We had that package before.</p> <p>10 MS. FIASCONE: Right.</p> <p>11 PRESIDENT CASHMAN: I think my hope</p> <p>12 would be, if this had come back to us as a</p> <p>13 detailed plan, then we would be looking at much</p> <p>14 greater detail, looking at some sample boards</p> <p>15 and really getting down to it.</p> <p>16 What it came to aesthetics, I</p> <p>17 thought some of the changes that were originally</p> <p>18 proposed I liked; but I think we'd really want</p> <p>19 to look it in detail.</p> <p>20 Back to what we talked about a</p> <p>21 little earlier, it was interesting, the current</p> <p>22 plan if you look at it and you go back like a</p>	<p style="text-align: right;">24</p> <p>1 it a little bit, but I think it will be in much</p> <p>2 greater detail if they did come back with a</p> <p>3 detailed plan.</p> <p>4 Mark?</p> <p>5 MR. WILLOBEE: Just my comments that I</p> <p>6 made earlier about the open space. I have</p> <p>7 concern about that. I don't think I need to</p> <p>8 repeat.</p> <p>9 PRESIDENT CASHMAN: Julie.</p> <p>10 MS. CRNOVICH: The open space and the</p> <p>11 landscaping along the perimeter of the property,</p> <p>12 what that would be? The landscaping along the</p> <p>13 perimeter of the property?</p> <p>14 MR. E. JAMES: Yes. Much of it's been</p> <p>15 done, but it will all be enhanced.</p> <p>16 MR. YU: I just wanted to add that's</p> <p>17 part of the special use permit and exterior site</p> <p>18 plan will also be submitted.</p> <p>19 PRESIDENT CASHMAN: Okay. Scott?</p> <p>20 MR. PETERSON: Nothing additional.</p> <p>21 MS. RYAN: Nothing additional.</p> <p>22 MR. KRILLENBERGER: Nothing additional.</p>
<p style="text-align: right;">23</p> <p>1 month, there are some different models kind of</p> <p>2 being proposed. Maybe it was just trying to get</p> <p>3 at that worst-case scenario looking along the</p> <p>4 lake. There was like a different model versus</p> <p>5 what was there. It was more of a side-load</p> <p>6 garage versus front. I think that's where I</p> <p>7 would be very curious to see how it would all</p> <p>8 work out.</p> <p>9 I have some concerns, even though</p> <p>10 it's been there a while, the perimeter, their</p> <p>11 comments by some community members about the</p> <p>12 fencing that's been damaged and hasn't been</p> <p>13 repaired. There is seriously, there has got to</p> <p>14 be some ash trees, looks like some dead trees</p> <p>15 along the property. I think we really want to</p> <p>16 get into the details of landscaping. And I</p> <p>17 think we want to be very sensitive to the</p> <p>18 neighbors that are to the east in Burr Ridge and</p> <p>19 how the property is viewed from their</p> <p>20 perspective through their back yards.</p> <p>21 So I think we are going to see</p> <p>22 that, you know, in much greater detail. We saw</p>	<p style="text-align: right;">25</p> <p>1 PRESIDENT CASHMAN: Okay. With that,</p> <p>2 do I hear a motion to approve the planned</p> <p>3 development application and the special use</p> <p>4 permit application as submitted?</p> <p>5 I would want to qualify it with --</p> <p>6 back to my notes. So some of the other things</p> <p>7 we have spoken about as far as looking in the --</p> <p>8 possibly having the Village investigate this</p> <p>9 temporary age-restricted concept, just to study</p> <p>10 that. We certainly would want to see, if this</p> <p>11 came back to us, a detailed traffic study so</p> <p>12 that the Board and the Plan Commission could</p> <p>13 evaluate that. The homeowner association</p> <p>14 covenants that we talked about before, I think</p> <p>15 we were in general agreement that the base --</p> <p>16 restricting bedrooms in the lower level.</p> <p>17 MR. PETERSON: Right.</p> <p>18 PRESIDENT CASHMAN: But I know there</p> <p>19 were some of you that also -- I thought there</p> <p>20 was someone that wanted also the bathrooms</p> <p>21 restricted.</p> <p>22 MS. CRNOVICH: That would be me.</p>

<p style="text-align: center;">26</p> <p>1 PRESIDENT CASHMAN: Julie.</p> <p>2 MS. CRNOVICH: Yes.</p> <p>3 PRESIDENT CASHMAN: What about you,</p> <p>4 Scott?</p> <p>5 MR. PETERSON: No. I think they should</p> <p>6 be, they should be included.</p> <p>7 MR. KRILLENBERGER: Available?</p> <p>8 MR. PETERSON: Full should be</p> <p>9 available, yes.</p> <p>10 PRESIDENT CASHMAN: Should be</p> <p>11 available, okay.</p> <p>12 MR. PETERSON: For that kind of money,</p> <p>13 yes.</p> <p>14 MR. KRILLENBERGER: Agreed.</p> <p>15 PRESIDENT CASHMAN: Let's see. And</p> <p>16 that the other covenants that were presented at</p> <p>17 the last meeting as far as the recreational</p> <p>18 equipment and then the paragraph, I believe 19,</p> <p>19 that allowed for adding other new -- identifying</p> <p>20 and controlling possible future nuisances.</p> <p>21 Is there anything we missed?</p> <p>22 MR. PETERSON: The pond?</p>	<p style="text-align: center;">28</p> <p>1 switched at halftime. I mean that was crazy.</p> <p>2 It must drop 5 feet across from goal to goal.</p> <p>3 If the ball is on the ground, it's really</p> <p>4 moving.</p> <p>5 Traffic study. I think that was</p> <p>6 everything.</p> <p>7 Okay. With those qualifications,</p> <p>8 Chan, good luck tracking all this. But could I</p> <p>9 hear a motion related to approving the planned</p> <p>10 development, special use permit applications</p> <p>11 with those modifications?</p> <p>12 MR. PETERSON: I will move.</p> <p>13 MS. FIASCONE: Second.</p> <p>14 PRESIDENT CASHMAN: Anna?</p> <p>15 MS. FIASCONE: Aye.</p> <p>16 MR. WILLOBEE: No.</p> <p>17 MS. CRNOVICH: No.</p> <p>18 PRESIDENT CASHMAN: Aye.</p> <p>19 MR. PETERSON: Aye.</p> <p>20 MS. RYAN: Aye.</p> <p>21 MR. KRILLENBERGER: Aye.</p> <p>22 PRESIDENT CASHMAN: Thank you,</p>
<p style="text-align: center;">27</p> <p>1 PRESIDENT CASHMAN: Stormwater, that</p> <p>2 that would be the Village and applicant would</p> <p>3 continue to review that and the applicant would</p> <p>4 comply with the Village requirements. And we</p> <p>5 would see that as detailed engineering when the</p> <p>6 plan comes back. Landscaping --</p> <p>7 MR. PETERSON: And the benefit needs to</p> <p>8 be in there or --</p> <p>9 PRESIDENT CASHMAN: And the benefit</p> <p>10 that -- You know, this is a good starting</p> <p>11 point. But we would like there to be additional</p> <p>12 discussion on the board level as far as what</p> <p>13 that benefit is. Who knows what the trustees'</p> <p>14 takes would be. We have gone through a lot, and</p> <p>15 we have gotten to this point. But I think it's</p> <p>16 a good starting point. And we see where it goes</p> <p>17 from there.</p> <p>18 I had the joy of going to lots of</p> <p>19 lacrosse games on those fields. I'm surprised</p> <p>20 people would come play our clubs there.</p> <p>21 MS. CRNOVICH: Pretty bad?</p> <p>22 PRESIDENT CASHMAN: At least they</p>	<p style="text-align: center;">29</p> <p>1 Mr. James.</p> <p>2 MR. E. JAMES: Thank you very much.</p> <p>3 I'm sure we will see you again and have more</p> <p>4 information.</p> <p>5 PRESIDENT CASHMAN: Okay. Thanks.</p> <p>6 MR. E. JAMES: Thank you again.</p> <p>7 PRESIDENT CASHMAN: Appreciate your</p> <p>8 patience.</p> <p>9 * * *</p> <p>10 (Which were all the proceedings had</p> <p>11 in the above-entitled cause.)</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>

1 STATE OF ILLINOIS)
) ss.
2 COUNTY OF DU PAGE)

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4 I, JANICE H. HEINEMANN, CSR, RDR, CRR,
do hereby certify that I am a court reporter
5 doing business in the State of Illinois, that I
reported in shorthand the testimony given at the
6 hearing of said cause, and that the foregoing is
a true and correct transcript of my shorthand
notes so taken as aforesaid.

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Janice H. Heinemann CSR, RDR, CRR
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<p>9:15, 9:16 restricted [3] - 10:5, 25:9, 25:21 restricting [1] - 25:16 restrictive [2] - 6:6, 18:11 result [2] - 13:16, 21:18 resulting [1] - 21:4 review [3] - 20:6, 22:2, 27:3 reviewed [1] - 22:9 rid [1] - 16:9 Ridge [1] - 23:18 rigidities [1] - 20:14 Road [1] - 10:11 roof [1] - 17:17 roofs [1] - 18:3 RYAN [4] - 7:19, 19:4, 24:21, 28:20</p>	<p>shingle [1] - 18:3 side [2] - 5:7, 23:5 side-load [1] - 23:5 significant [4] - 13:12, 13:14, 13:18, 20:7 signpost [1] - 19:10 simple [1] - 5:8 single [2] - 5:13, 5:15 single-family [2] - 5:13, 5:15 site [5] - 15:3, 15:5, 15:11, 21:10, 24:17 situation [2] - 5:1, 11:3 situations [1] - 7:3 Society [1] - 17:18 soil [1] - 21:14 someone [2] - 8:8, 25:20 sort [2] - 8:17, 10:20 space [6] - 18:15, 20:10, 21:16, 21:18, 24:6, 24:10 Special [1] - 12:2 special [15] - 6:22, 8:5, 12:3, 12:4, 14:2, 14:3, 14:4, 14:5, 14:9, 19:22, 20:1, 20:8, 24:17, 25:3, 28:10 specific [2] - 12:7, 20:19 specifically [1] - 7:14 specified [1] - 14:2 spent [1] - 6:4 spoken [2] - 9:13, 25:7 spot [1] - 6:3 stable [1] - 20:12 staff [2] - 6:12, 16:18 stand [1] - 10:12 Standards [1] - 14:2 standards [6] - 12:4, 13:19, 13:21, 14:5, 14:9, 14:12 start [1] - 19:13 starting [2] - 27:10, 27:16 steps [1] - 15:8 Steve [2] - 8:21, 11:21 sticker [1] - 19:15 stormwater [2] - 18:13, 27:1 street [1] - 4:8 Street [1] - 10:11 streets [2] - 13:5, 13:13 strict [1] - 20:22 strong [1] - 18:9</p>	<p>structures [2] - 9:8, 13:6 study [4] - 18:17, 25:9, 25:11, 28:5 styles [1] - 21:7 subdivision [1] - 21:19 submitted [3] - 7:11, 24:18, 25:4 substantial [1] - 12:14 substantially [1] - 20:12 substantive [1] - 20:4 summarizing [1] - 19:5 supportive [1] - 9:20 supposed [1] - 9:16 surprised [1] - 27:19 Surrounding [1] - 12:17 surrounding [2] - 9:17, 15:16 switched [1] - 28:1</p>	<p>U</p> <p>ultimately [2] - 11:17, 17:5 under [1] - 4:12 Undue [1] - 12:12 undue [2] - 12:14, 13:12 unique [1] - 11:3 unless [2] - 8:8, 14:8 unusual [1] - 7:2 up [4] - 5:19, 6:4, 7:5, 7:13 useful [1] - 20:11 uses [5] - 12:2, 12:3, 14:3, 20:2, 21:21 utilities [1] - 13:5</p> <p>V</p> <p>variances [1] - 10:3 vegetation [1] - 21:11 versus [3] - 6:8, 23:4, 23:6 vicinity [2] - 12:20, 15:10 view [2] - 4:6, 8:17 viewed [1] - 23:19 Village [11] - 4:6, 7:3, 9:10, 10:2, 18:14, 18:19, 20:18, 20:22, 25:8, 27:2, 27:4 Village's [1] - 18:16 voice [2] - 8:17, 8:20 votes [1] - 10:16 voting [1] - 8:14</p> <p>W</p> <p>walkout [1] - 10:8 wants [1] - 8:8 welfare [3] - 12:16, 14:20, 22:1 west [2] - 4:2, 5:5 whole [1] - 6:21 WILLOBEE [4] - 8:1, 16:6, 24:5, 28:16 worst [1] - 23:3 worst-case [1] - 23:3</p> <p>Y</p> <p>yard [1] - 20:10 yards [1] - 23:20 years [2] - 18:22, 19:1 YU [2] - 6:10, 24:16</p> <p>Z</p> <p>zero [4] - 19:11, 19:13, 19:14 Zoning [1] - 9:7</p>	<p>zoning [6] - 4:11, 6:3, 7:5, 9:5, 10:3, 21:20</p>
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Robert McGinnis

From: Jim Weil <jweil712@yahoo.com>
Sent: Friday, November 11, 2016 7:55 AM
To: Robert McGinnis
Cc: Chan Yu; Christine Bruton
Subject: Re: Hinsdale Meadows

I still support the redevelopment of the 55th street project. Town homes are a good use of this space. Even if it draws some school age kids, that's not unreasonable.

Only approving 30 or so single family homes is a mistake in my eyes, it just floods the marketplace is a tight price range. There has consistently been a high inventory of homes for sale, why add to the problem.

Lets use the money to pay off our pension liabilities and fix the roads. Extract extra fees for the project and make some trade offs.

The space is an eyesore and the village needs the tax base, it is time to green light a project here. Lets not miss another opportunity (the hospital at 294 and ogden, HUGE, HUGE miss to shore up our tax base on that space).

Jim Weil
215 Justina St
Hinsdale - resident for 18 yrs

Sent from my iPad

On Nov 8, 2016, at 4:44 PM, Robert McGinnis <rmcginnis@villageofhinsdale.org> wrote:

Hello,
The attached letter is being forwarded to you at the request of the applicant for the above-mentioned project.
Should you have any questions, please feel free to contact me directly.

Regards,

Robert McGinnis, MCP
Village of Hinsdale
Director of Community Development/
Building Commissioner
Office 630-789-7036
Fax 630-789-7016
rmcginnis@villageofhinsdale.org
<Letter to Interested Residents 11-8-16.pdf>

Robert McGinnis

From: Jeanne Eber <eberjeanne@gmail.com>
Sent: Tuesday, November 08, 2016 5:00 PM
To: Robert McGinnis
Subject: Re: Hinsdale Meadows

Thank you!

I don't know if I can make the meeting, but I am extremely interested in empty nester housing in that location. I do feel however, the price point is too high. Around \$800,000.00 base is more like it, as builder upgrades would push that up to a million. Others I know feel the same. It can be duplexes, attached homes, etc.

Please pass my comments on to the board if they are interested.

Thanks again for the follow up.

Jeanne Eber
630-654-4025

Sent from my iPad

On Nov 8, 2016, at 4:44 PM, Robert McGinnis <rmcginnis@villageofhinsdale.org> wrote:

Hello,

The attached letter is being forwarded to you at the request of the applicant for the above-mentioned project.

Should you have any questions, please feel free to contact me directly.

Regards,

Robert McGinnis, MCP

Village of Hinsdale

Director of Community Development/

Building Commissioner

Office 630-789-7036

Fax 630-789-7016

rmcginnis@villageofhinsdale.org

<Letter to Interested Residents 11-8-16.pdf>

Robert McGinnis

From: Don Hanley <donh@nellestranslations.com>
Sent: Tuesday, November 08, 2016 5:38 PM
To: Robert McGinnis
Cc: Chan Yu; Christine Bruton
Subject: RE: Hinsdale Meadows

Robert, I did in fact speak with Mr. James some months ago. I was/am interested but two items stand in our way-

- no basement in most of the units
- no fences

The second one is for our dogs that like to romp in our yard and invisible fences don't work for them. I said you can pick a metal fence standard for folks that want them.

When I asked Mr. James about the basement, he said use the second floor. Forest gate has basements. We like basements. I think this is a serious omission for sales and future resale.



FTP Site: <http://dropbox.yousendit.com/nelles>

From: Robert McGinnis [mailto:rmcginnis@villageofhinsdale.org]
Sent: Tuesday, November 8, 2016 4:44 PM
Cc: Chan Yu <cyu@villageofhinsdale.org>; Christine Bruton <cbruton@villageofhinsdale.org>
Subject: Hinsdale Meadows

Hello,

The attached letter is being forwarded to you at the request of the applicant for the above-mentioned project. Should you have any questions, please feel free to contact me directly.

Regards,

Robert McGinnis, MCP
Village of Hinsdale
Director of Community Development/
Building Commissioner
Office 630-789-7036
Fax 630-789-7016
rmcginnis@villageofhinsdale.org

Robert McGinnis

From: FRED LAUERMAN <fredlauerman@comcast.net>
Sent: Wednesday, November 09, 2016 7:18 AM
To: Robert McGinnis
Subject: Re: Hinsdale Meadows

Dear Mr. McGinnis,

Thanks you for sending letter along.

We a currently out of town concluding some family business, returning tomorrow.

This is to let you know that we have been closing following the on going discussions with the trustees. From our point of view, we would be most interested in the duplex units, and would encourage the trustees to give the developer the flexibility to construct more duplex units if there is demand and the community is attracting the empty nesters as the developer forecasts.

We are still very interested in considering the purchase of a unit.

On November 8, 2016 at 4:44 PM Robert McGinnis <rmcginnis@villageofhinsdale.org> wrote:

Hello,

The attached letter is being forwarded to you at the request of the applicant for the above-mentioned project.

Should you have any questions, please feel free to contact me directly.

Regards,

Robert McGinnis, MCP

Village of Hinsdale

Director of Community Development/

Building Commissioner

Robert McGinnis

From: harold bogigian <bogigia@yahoo.com>
Sent: Tuesday, November 08, 2016 7:22 PM
To: Robert McGinnis
Subject: Hinsdale Meadows Development

Thanks for sending on the letter from the developer. I have been a Hinsdale resident for 46-years and had interest in the previous planned development there. I am 92 now, still in my single family home, and plan to stay as long as my health permits. I continue supporting that development and feel it is a win win for the village. I was very disappointed the previous plan was rejected.

Harold Bogigian

To the Hinsdale Plan Commission.

1.8.2016

I would like to submit a response to a question or issue raised during the initial project presentation and discussion made last month.

The question and concern raised had to do with the inclusion and incorporation of habitable basement spaces, either in walkout, day light or traditional basements.

The concern as I perceived it was led by the supposition that any of these forms of lower level spaces would ultimately provide for the use of bed rooms, or additional sleeping quarters. Therefore, to minimize and restrict the number of habitants, total occupants, the elimination of all lower level spaces would guard against this.

It was suggested that concrete slabs on grade would be preferable.

As a registered architect, practicing in our Village of Hinsdale since 1983, I if find this approach and alternate thinking draconian, un-necessary, and both a confiscation and an imposed penalty.

Allow me to illuminate several of the reason for my reaction.

- Concrete slabs on grade are tremendously uncomfortable. They are physically hard on the human body. SOG's (slabs on grade) make terribly inefficient thermal envelopes, offering very, very poor thermal environments and conditioned space retention.
- SOG's are inflexible with regards to services, plumbing, heating (HVAC), and electrical. The repair, replacement and servicing of each are considerably more expensive and in the case of plumbing problems may go undetected of years.
- In those preferable topographical configurations that lend themselves to walk outs English gardens and daylight lower levels, the forced grading that would become required will be counter to the natural flow of the land.
- If the real goal is to limit, restrict or mitigate bed rooms in the lower levels then let's address that issue as such.
- There are already codes in place that forbid the introduction of lower level habitable sleeping rooms. The required Light and Ventilation mandates specific percentages of a rooms area be met in both light and vent, and the window sill of a bedroom may not be more than 2'6" above a finished floor.
- Covenants, codes and building permits are the appropriate tools and safeguards to restrict such uses. Do not throw the baby out with the bath water!
- Lower level uses such as recreation areas, shop, crafts, hobby, studio, storage, quiet areas, and overall social, home and family amenities are enormously valuable and worthwhile. Restricting these will significantly diminish the economic values of these homes
- By reference, all of the original Golf View homes built in the 50's by US homes were SOG's and were considered cheap homes.
- It is my strongest possible, professional recommendation that restrictive covenants be employed and not an ill-conceived blanket ban on basements. In my humble opinion this truly would be an terrible design solution!



Chan Yu

From: Brian P. Dolehide <brianpdolehide@gmail.com>
Sent: Monday, January 09, 2017 1:57 PM
To: Robert McGinnis
Cc: Chan Yu; Christine Bruton; erj@erjames.com; jsj@erjames.com; Brian Dolehide
Subject: Re: FW: Hinsdale Meadows January 11, 2017 Mtg.docx

Follow Up Flag: Follow up
Flag Status: Flagged

To Plan Commission Members:

We own the property at 636 S. Garfield Street in Hinsdale and we have reviewed the plan proposed by Edward R. James Partners, LLC. for Hinsdale Meadows.

We support this plan 100% and strongly urge your important Plan Commission for Village of Hinsdale to quickly approve the plan unanimously so it can go the Board for their final approval.

Brian & Mary Catherine Dolehide
636 South Garfield Street
Hinsdale, IL. 60521

Mobile (630) 606-9000

Brian P. Dolehide
Senior Consultant | Development Manager
636 South Garfield Street, Hinsdale, Illinois 60521
Mobile: 630.606.9000

On Mon, Jan 9, 2017 at 7:36 AM, Robert McGinnis <rmcginnis@villageofhinsdale.org> wrote:

Hello,

The attached letter is being forwarded to you at the request of the applicant for the above-mentioned project.

Should you have any questions, please feel free to contact me directly.

Regards,

Robert McGinnis, MCP

Village of Hinsdale

Director of Community Development/

Building Commissioner

Office [630-789-7036](tel:630-789-7036)

Fax [630-789-7016](tel:630-789-7016)

rmcginnis@villageofhinsdale.org

From: Edward James [mailto:erj@erjames.com]
Sent: Saturday, January 07, 2017 2:38 PM
To: Robert McGinnis; Chan Yu
Cc: Michael G. Balas; jsj@erjames.com
Subject: Hinsdale Meadows January 11, 2017 Mtg.docx

Rob and Chan,

Attached is a short note to the Hinsdale residents that sent e mails to the village voicing their support empty nester housing. We would appreciate it if you would send this out to those who sent you e mails so they have the opportunity to voice their opinion and also hear the final presentation that will include the revised site plan, public benefit, fiscal benefits and reduced pricing for the Duplex homes.

Thanks.

Ed James

Edward R. James

Chairman
Edward R. James Partners, LLC

2550 Waukegan Rd., #220
Glenview, IL 60025
O: [847-724-8200](tel:847-724-8200) x 227
M: [847-323-2550](tel:847-323-2550)
F: [847-724-8185](tel:847-724-8185)
Email: erj@erjames.com
Web: www.erjames.com

EDWARD R. JAMES COMPANIES

Exceptional Homes...Exceptional Places

The Edward R. James Companies are privately held companies engaged in community development, homebuilding and real estate investments. The Companies operating entities, Edward R. James Partners, LLC, Edward R. James Homes, LLC, and E.R. James Realty, LLC, work together to provide an integrated array of development, construction and sales and marketing services focused on delivering exceptional homes and places for its residents and the communities in which it builds.

Chan Yu

From: Robert McGinnis
Sent: Monday, January 09, 2017 8:03 AM
To: Don Hanley
Cc: Chan Yu; Christine Bruton
Subject: RE: Hinsdale Meadows January 11, 2017 Mtg.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Dan,
Thank you for your comments, we will be sure to pass them along.

Regards,
Robert McGinnis, MCP
Village of Hinsdale
Director of Community Development/
Building Commissioner
Office 630-789-7036
Fax 630-789-7016
rmcginnis@villageofhinsdale.org

From: Don Hanley [<mailto:donh@nellestranslations.com>]
Sent: Monday, January 09, 2017 8:01 AM
To: Robert McGinnis
Cc: Chan Yu; Christine Bruton
Subject: RE: Hinsdale Meadows January 11, 2017 Mtg.docx

Rob, I still feel that whether its age target or seniors only, this is a good use of the land and is favorable to folks that really like to stay close to the Village. Right now there aren't suitable options. As for the potential of people with children moving to these homes, the price will help control that along with the absence of play area.

I won't consider these units for one reason-no fences. We have two Westies and the only thing keeping them in a yard is a fence. I told this to Mr. James. I told him that underground cables don't work on certain dogs like terriers and specifically Westies. I proposed a wrought iron fence for a consistent look for those wanting a fence. The only concern that prevents a fence is the obstructions it gives to cutting grass. Otherwise I don't see a reason why a 4'black metal fence is an issue. Maintenance on the fence would be the responsibility of the home owner much like decks in a condo are the responsibility of the homeowner.

I hope that this project goes forward. If Oak Brook can have Forest Gate we need the Meadows project.



FTP Site: <http://dropbox.yousendit.com/nelles>

From: Robert McGinnis [<mailto:rmcginnis@villageofhinsdale.org>]
Sent: Monday, January 9, 2017 7:37 AM
Cc: Chan Yu <cyu@villageofhinsdale.org>; Christine Bruton <cbruton@villageofhinsdale.org>
Subject: FW: Hinsdale Meadows January 11, 2017 Mtg.docx

Hello,

The attached letter is being forwarded to you at the request of the applicant for the above-mentioned project. Should you have any questions, please feel free to contact me directly.

Regards,

Robert McGinnis, MCP
Village of Hinsdale
Director of Community Development/
Building Commissioner
Office 630-789-7036
Fax 630-789-7016
rmcginnis@villageofhinsdale.org

From: Edward James [<mailto:>]
Sent: Saturday, January 07, 2017 2:38 PM
To: Robert McGinnis; Chan Yu
Cc: Michael G. Balas;
Subject: Hinsdale Meadows January 11, 2017 Mtg.docx

Rob and Chan,

Attached is a short note to the Hinsdale residents that sent e mails to the village voicing their support empty nester housing. We would appreciate it if you would send this out to those who sent you e mails so they have the opportunity to voice their opinion and also hear the final presentation that will include the revised site plan, public benefit, fiscal benefits and reduced pricing for the Duplex homes.

Thanks.

Ed James

Edward R. James

Chairman
Edward R. James Partners, LLC

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Glenview, IL 60025
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Chan Yu

From: Robert McGinnis
Sent: Monday, January 09, 2017 9:24 AM
To: JoAnn Carpenter
Cc: Chan Yu; Christine Bruton
Subject: RE: FW: Hinsdale Meadows January 11, 2017 Mtg.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Thanks JoAnn, we will be sure to forward your comments on.

Regards,

Robert McGinnis, MCP

Village of Hinsdale
Director of Community Development/
Building Commissioner
Office 630-789-7036
Fax 630-789-7016
rmcginnis@villageofhinsdale.org

From: JoAnn Carpenter [<mailto:carpenterjoann@gmail.com>]
Sent: Monday, January 09, 2017 9:21 AM
To: Robert McGinnis
Cc: Chan Yu; Christine Bruton
Subject: Re: FW: Hinsdale Meadows January 11, 2017 Mtg.docx

Robert,

Thanks for your follow up. I am not able to attend the meeting, but am in full support for housing that targets empty nesters. In addition, I do not think it needs to be age restricted. Would like to see pricing for some of the units below \$900k for a finished product or it does not warrant downsizing for many of us looking to sell our homes in Hinsdale.

Best,
JoAnn

On Mon, Jan 9, 2017 at 7:36 AM, Robert McGinnis <rmcginnis@villageofhinsdale.org> wrote:

Hello,

The attached letter is being forwarded to you at the request of the applicant for the above-mentioned project.

Should you have any questions, please feel free to contact me directly.

Regards,

Robert McGinnis, MCP

Village of Hinsdale

Director of Community Development/

Building Commissioner

Office [630-789-7036](tel:630-789-7036)

Fax [630-789-7016](tel:630-789-7016)

rmcginnis@villageofhinsdale.org

From: Edward James [mailto:erj@erjames.com]
Sent: Saturday, January 07, 2017 2:38 PM
To: Robert McGinnis; Chan Yu
Cc: Michael G. Balas; jsj@erjames.com
Subject: Hinsdale Meadows January 11, 2017 Mtg.docx

Rob and Chan,

Attached is a short note to the Hinsdale residents that sent e mails to the village voicing their support empty nester housing. We would appreciate it if you would send this out to those who sent you e mails so they have the opportunity to voice their opinion and also hear the final presentation that will include the revised site plan, public benefit, fiscal benefits and reduced pricing for the Duplex homes.

Thanks.

Ed James

Edward R. James

Chairman
Edward R. James Partners, LLC

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To: members of the Hinsdale Plan Commission

My name is Edith Johnston. I live at 21 Woodgate Drive in Burr Ridge.

The proposed Meadows development will, in my opinion, have a great impact on the Hinsdale-Burr Ridge area. While I believe there is an interest in housing designed for "empty nesters", I also believe that the Meadows, as proposed, will not be a positive addition to the village and the surrounding area.

The major problem is the proposed density. I obtained information from the village of Burr Ridge, which has a number of residential "cluster" developments that can be compared to the proposed Meadows. The Fieldstone Club has 60 units, almost matching the 59 of the Meadows. However, there are 30.7 acres in Fieldstone compared with 24 in the Meadows, and there is a 6.5 acre open land area included. The gross density of the Fieldstone Club is 1.95, compared to the Meadows, with a gross density of 2.45

The Burr Ridge Club has 34 acres with 72 units, for a gross density of 2.12. Both of these developments would draw similar potential buyers as the Meadows, as the average prices are similar to the proposed Meadows pricing.

Another area to look at is the Woods at King Bruvart. I do not have the number of acres or units, but a drive through clearly shows a great deal of open space and lovely vistas. These units are much lower in price and smaller, but definitely appealing to empty nesters.

In addition to my concerns about density, of equal, if not greater importance, is the impact of the additional traffic. If we assume that many, but not all homes will have 2 cars, a conservative estimate of the number of cars for 59 units could be 90. As much as I love the new Oak Street bridge (and kudos to the village for that), there is definitely more traffic on County Line Road since its completion. Imagine 90 cars entering and leaving onto County Line just south of 55th street each day, adding to the already increased traffic flow.

I would urge the Plan Commission to require the developer to reduce the density, and to increase the open space.

Thank you,

Edith Johnston

ncd 11/11/14 cs Exhibit 3

Chan Yu

From: Christine Bruton
Sent: Tuesday, January 10, 2017 2:20 PM
To: Chan Yu
Cc: Robert McGinnis
Subject: FW: Development proposal at 55th Street and County Line Road

I have received the following email from a resident regarding Hinsdale Meadows. Please distribute to the Plan Commission.
Thank you.

Christine M. Bruton
Village of Hinsdale/Village Clerk
Phone: 630.789.7011 FAX: 630.789.7015
email: cbruton@villageofhinsdale.org

From: Pat Bales [<mailto:pbales@balespartners.com>]
Sent: Tuesday, January 10, 2017 9:10 AM
To: Christine Bruton
Subject: Development proposal at 55th Street and County Line Road

Attention: Hinsdale Plan Commission & Board of Trustees:

My wife and I moved to 530 Pamela Circle in Hinsdale from Chicago in June of 2015. One of the appealing aspects of Hinsdale is the number of single family homes in a quiet environment. I have noticed that there is a lot of traffic as of today on County Line Road especially from south to north.

I understand the developer wants to maximize the number of homes on the parcel of land at the Southeast corner of 55th Street and County Line Road. The more homes the more money the developer makes. He doesn't really care about the current residents as he does not reside in Hinsdale. I would hope that he would be restricted to building only single family homes. My understanding is that he wants to construct 65 homes on this property. This would be more than I would recommend as it would increase traffic and would be too dense in terms of population at that sight. I would recommend 35 single family homes at the maximum.

My wife and realizes life is about change but this is not Chicago where they cram everything possible into a small parcel of land. Thank you for your consideration.

Regards,

Patrick Bales

Chan Yu

From: Philip Moriarty <pmoriarty@moriartyfox.com>
Sent: Tuesday, January 10, 2017 8:33 PM
To: Robert McGinnis
Cc: Chan Yu
Subject: Fwd: Plan Commission Hearing 12/14/16

Dear Rob and Chan,

Please pass this letter onto the members of the Village Plan Commission. Thank you.

Best,
Phil

Philip Moriarty
pmoriarty@moriartyfox.com

Begin forwarded message:

From: Philip Moriarty <pmoriarty@moriartyfox.com>
Subject: Plan Commission Hearing 12/14/16
Date: December 15, 2016 5:05:40 PM CST
To: "Thomas K. Cauley" <tcauley@sidley.com>

Dear Tom,

Finally, last evening, I was able to attend the Plan Commission hearing on the James Development currently under consideration for their property at 55th Street and County Line Road. This is the gateway to our beautiful Village from the southeast.

Last night I was so offended by remarks made by Mr. Edward James himself. Clearly, he is placing the burden of his years of carrying costs on the 24.5 acre parcel in question on the back of the Hinsdale Zoning Code. The Village is in no way responsible for those market driven forces nor the costs his firm has incurred. In fact, all home and landowners in Hinsdale took a big hit on the value of our properties. I haven't heard of a single resident seeking relief from the Village for our individual losses. Yet, Mr. James is doing just that. He told the commissioners that the high price points on the 59 units in this non-code compliant proposal are solely due to the costs he has incurred. Give me a break!

Planned Unit Developments/Text Amendments are smoke and mirrors to create the illusion he is "giving something significant" in the way of public benefits to Hinsdale in return for these outrageous variances he seeks this time around. During the intervening years since the Village denied his company's request for zoning variances to build a 114 unit project, he has not, in my opinion been a good neighbor or "resident " of Hinsdale.

The roads are a total mess, the half built homes are a disgraceful eyesore, the wrought iron fence on the 55th Street boundary, damaged years ago by an out of control vehicle, remains un-repaired and another eyesore.

Last evening, I was fairly blunt in denouncing this current plan as just more of the same old abuse of our carefully crafted zoning code. I urged the commissioners to stay focused on that fact and to not get diverted by walkways, ponds, dog parks, or any other illusions that really do not matter in the bigger scheme of the real issues of code compliance.

Sorry this is so long. Please do share it with your colleagues on the Village Board of Trustees. Thank you and all best at this special holiday season.

Cheers,
Phil

Philip Moriarty
pmoriarty@moriartyfox.com

Fred Krehbiel

505 SOUTH COUNTY LINE ROAD
HINSDALE, ILLINOIS 60521

October 24, 2016

Dear Members of the Planning Commission,

As I read about the Hinsdale Meadows proposed development, I was reminded of the long struggle we had some years ago about the same property. After much discussion, it was decided that 36 homes on the property was appropriate and in keeping with the area of the Village in which the development was to be located. The key lesson from this previous battle was that the Village needed to think about the long term value to the Village of any such project.

The developer originally requested a much higher density saying that there was not as good a market for the more expensive homes that the zoning would require. Our answer was that we wanted to maintain the character of the Village. That we were concerned that lowering the zoning standard might affect the eventual development of the adjoining hospital property and that the higher density would be a back door to our outstanding school system. We believed that Hinsdale was a very attractive place to live and that buyers would welcome a quality product. We pointed out that our goal was not to sell homes but to insure that Hinsdale remained a place where people wanted to build their lives.

Now let me say that Ed James is an old friend and a highly respected member of the greater Chicago community. He has a fine record of building successful developments and meeting his commitments. I would have no qualms about buying a James' product. However, what is important is not the reputation of the developer but the effect of the development on the community. The James Company is now proposing increasing the density to 59 homes including many town homes. They cite the need for housing for our older citizens and I certainly can understand that this need exists. However, let's insure that if we are going to increase the density so greatly that the development will be age restricted and not just another town house development. Let's be sure that what is eventually recommended truly meets the long term needs and reflects the character of the community.

We should be in no rush to push forward with this project.

Sincerely,



Fred A. Krehbiel

FAK:sl

Ms. Chris Bruten
Village of Hinsdale
Planning Commission
19 East Chicago Avenue
Hinsdale, IL 60521

Philip S. J. Moriarty
914 Harding Road
Hinsdale, Illinois 60521

October 22, 2016

Dear Members of the Hinsdale Plan Commission,

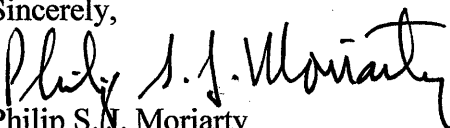
Once again, our village and its residents are faced with a non compliant development proposal for the 24.5 acre parcel of land located at the southeast gateway to our beautiful community. The principles of appropriate and proper zoning were applied a number of years ago and the owners of said property began building the permitted number of single family homes in this R-2 district. The owner/developer, Edward James Company, along with their funding partner, Illinois Tool Works are now back with another proposal more dense than permitted under the R-2 zoning. Reports seem to indicate that the Village of Hinsdale should take into account the carrying costs of the developer when they stopped their first project approved for 36 single family homes. Their delay was their choice and certainly external market forces are beyond the control of the Village of Hinsdale.

Maintaining the R-2 zoning and denying a text amendment/special use permit for such a dense planned development are very valid tools you and our village trustees should use. We must uphold our code always, and especially, as another large parcel in Hinsdale soon may be available for dense development and zoning variances.

I respectfully urge the members of the Plan Commission to take the long view on approving any development on this property where the only apparent benefit to our village is a minimal gain in property tax revenues. Further, the distinction between age-restricted and age-targeted should be weighed very carefully in the face of the inevitable unintended consequences which such large and dense developments may bring on our schools and our roads. Such potential added costs are simply not warranted because this developer says they are.

Please tread very carefully here. Thank you.

Sincerely,


Philip S. J. Moriarty

Chan Yu

From: David Konsoer <dave@provenwinners.com>
Sent: Friday, January 20, 2017 10:52 AM
To: Chan Yu
Subject: Hinsdale Meadows project

Follow Up Flag: Follow up
Flag Status: Completed

Chan -

As village planner, I'm not sure if this email should be directed to you or not – if not, please forward accordingly.

I read with interest in the January 19 edition of The Hinsdalean, the planning commissions approval of moving forward with the Hinsdale Meadow's development. I live on County Line Road across from this property so the decisions being made are of interest as you can imagine.

My particular reason for reaching out deals with the "public benefits" that were discussed at the meeting. Specifically, using dirt on the lacrosse fields and a walking path between the development and KLM not being sufficient.

I would like to suggest an added public benefit of the addition of a public sidewalk on the west side of County Line Road starting at 55th Street and running south until it links up with the sidewalk at 57th Street. For those of us living on this stretch of County Line Road, it would make our journey to KLM safer in that we could cross over at 57th Street where there are markings instead of having to cross this busy road to the sidewalk on the east side without a cross walk.

Additionally, my child would be able to safely walk or ride his bike to Elm School (and eventually Hinsdale Central) using this sidewalk. Currently, this is not an option as I don't feel comfortable with him crossing County Line Road to get to the sidewalk on the east side of the road to only have to cross back over County Line at 57th.

This mainly boils down to a safety issue for my family, as well as the others on our stretch of road. If the village is looking to have the developer benefit our town, providing a safe environment for kids to get to the park and to school is more meaningful to me than replacing a roof at KLM or adding a fence for dogs to run around in at KLM.

Thank you for your time and consideration. If you have any suggestions of anyone else I should contact with this suggestion, please let me know.

Regards,
Dave Konsoer
5620 S. County Line Road

Dave Konsoer
Director of Sales
Proven Winners® – The #1 Plant Brand®
dave@provenwinners.com
Office: 630.323.2886
Mobile: 312.501.8136

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MEMORANDUM

DATE: February 2, 2017

TO: President Cauley and the Village of Hinsdale Board of Trustees

FROM: Dan Deeter, PE, Village Engineer

RE: Request for fee in lieu of construction of Post Construction Best Management Practices (PCBMPs) for Hinsdale Meadows

Section 15-98 in Article XIII, Fee In Lieu of Programs, of the DuPage Countywide Stormwater & Flood Plain Ordinance dated April 2013 states "With the approval of the Administrator [of a full-waiver or partial-waiver community] ..., the Applicant may be allowed or required to pay a PCBMP fee-in-lieu payment." Hinsdale is a partial waiver community with the Village Engineer designated as the Administrator. The DuPage County Ordinance does not specify what criteria may be used to allow or require a fee in lieu of constructing PCBMPs. In a recent phone conversation with Ms. Lucy Chang, Project Engineer with the DuPage County Stormwater, Ms. Chang acknowledged that DuPage County does recognize a financial hardship as one rationale for allowing a fee in lieu of constructing PCBMPs.

From the attached letter and previous discussions Edward R James Companies and their consulting engineer, Mr. Brett Duffy of SPACECO, Inc., have enumerated numerous concerns for installing PCBMPs on this partially developed property. These include conflicts with using PCBMPs in the existing infrastructure, the incompatibility of the soils, the aesthetic qualities and quality of life differences between an open detention pond versus the wetland style pond, the significant cost burden of the PCBMPs on an existing development, and the impact of additional PCBMPs on the development of "compensating amenities".

For these reasons, as the Village Engineer, I would support allowing a fee in lieu of constructing PCBMPs. A key consideration in this support is that the current property and infrastructure was permitted and constructed prior to the Ordinance revision(s) which require PCBMPs. The Hinsdale Meadows property is the only property in Hinsdale in this condition. Therefore, a decision by the Board of Trustees to approve a fee in lieu of constructing PCBMPs would apply only to this property. Future requests would have to justify a fee in lieu of constructing PCBMPs using their own unique criteria.



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

MEMORANDUM

To: Dan Deeter – Village of Hinsdale

From: Brett M. Duffy, P.E. – SPACECO, Inc.

Date: February 1, 2017

**RE: HINSDALE MEADOWS SUBDIVISION (FORMERLY KNOWN AS SEDGWICK)
VILLAGE OF HINSDALE
COOK COUNTY, IL
SPACECO PROJECT No. 9016
POST CONSTRUCTION BEST MANAGEMENT PRACTICES
FEE IN LIEU REQUEST**

EXISTING CONDITIONS

The Hinsdale Meadows (formerly known as Sedgwick) property consists of approximately 24.5 acres located at the southeast corner of the intersection of 55th Street and County Line Road in the Village of Hinsdale, Cook County, Illinois.

The infrastructure and site improvements for the originally approved 36-lot traditional single family development have been already constructed based on the Engineering Improvement Plans for Sedgwick prepared by Cowhey Gudmundson Leder, Ltd., dated May 9, 2003, last revised September 7, 2005. The stormwater management pond, roadway, sidewalk, underground wet utilities, and underground dry utilities have been constructed and have been in place for over 10 years. Parkway trees were planted and the site was mass graded. In addition, construction of large homes on Lots 1, 25, and 28 were started. Due to the recession and substantial decline in homebuilding market conditions, only the home on Lot 1 was completed and inhabited on a rental basis. The homes on Lots 25 and 28 were never finished and are vacant.

It is our understanding that even though the property is located within Cook County, the development is subject to the DuPage County Stormwater Management Ordinance (DCSWMO). Amendments to the DCSWMO in 2012 and 2013 require Post Construction Best Management Practices (PCBMPs) to be constructed as part of any new construction, or a fee in lieu of constructing PCBMPs to be paid. PCBMPs described in the "DuPage County Best Management Practices Manual" such as a native vegetative wetland bottom detention basin or the use of bio-swailes that might be constructed on each individual single family and duplex building lot. Since the original construction of the public improvements occurred prior to these DCSWMO amendments, and no further development activity has occurred since the recession, no PCBMPs have been implemented as part of the development.

PROPOSED REDEVELOPMENT

The developer is now proposing a revised age-targeted community of 59 homes that are intended to serve older residents in and around the Hinsdale area. Community meetings and public surveys have indicated a lack of appropriate housing options in the Village for its senior residents. As part of this revised development, 28 smaller age-targeted detached single family homes would be built, along with 30 age-targeted attached duplex homes. The existing single family home on Lot 1 will remain, while the partially-completed vacant homes on Lots 25 and 28 will be demolished. The existing public improvements aforementioned will also remain.

The developer is requesting that the fee-in-lieu option for providing PCBMPs be approved for this project due to the following reasons:

- 1) The public improvements for the project were designed and installed in an integrated manner over ten years ago. The revised site plan and development proposal have been designed to incorporate these existing improvements with minimal revisions in order to keep costs and home sales prices lower.
- 2) The existing stormwater detention pond is functioning well and will adequately serve the proposed development with minimal revisions. The developer has stated that no storm water or flooding issues have been raised by residents of neighboring subdivisions since the pond was installed, whereas many issues had been noted prior to its installation.
- 3) There are significant obstacles and hardships that would be associated with implementing PCBMP's in a subdivision with existing infrastructure improvements as compared to implementing them on an undeveloped or green-field site.
- 4) The costs associated with designing and implementing a native vegetative wetland bottom detention basin is much higher in a retrofitting condition. The original design of the existing site improvements was integrated together including a stormwater detention pond. The conversion of the pond would also require several years of maintenance and monitoring to establish the vegetation and meet the performance standards of the ordinance. This would be another added cost to the development and higher sales prices to its senior residents. In addition, the HOA would need to fund the perpetual maintenance costs for the on-site PCBMP's, requiring higher assessment fees for its senior residents as compared to keeping the pond in its current condition.
- 5) Implementing PCBMP's on an individual lot basis is also not practical. The cost associated with implementing the individual lot PCBMP's is also much higher in a retrofitting condition than the cost to construct the PCBMP's on original greenfield site.
- 6) Since the site has already been developed, there is existing infrastructure in place including wet and dry utilities. Construction of individual lot PCBMP's, such as bio-swales, would likely cause significant conflicts with the existing infrastructure. The individual site PCBMP's would be considered unsightly to residents who would have the PCBMP's located in the front and/ or rear yards of their new homes. The individual lot PCBMP's would also require several years of

maintenance and monitoring to establish the vegetation and meet the performance standards of the ordinance. This would be another added cost to the development. Long term maintenance would be a concern since the PCBMP's would be located on private property, but maintained by the Homeowner's Association (HOA). The HOA will need to fund the perpetual maintenance costs for the individual lot PCBMPs requiring higher assessment fees.

During recent discussions with the developer, they have raised several additional concerns to implementing the PCBMP's as part of this development.

1. The Village has requested on numerous occasions that the proposed sale price be kept as low as possible since the development is intended as senior housing for the Village. The Developer would need to pass along any additional costs for PCBMPs whether provided on-site or fee-in-lieu to the prospective home buyer. Therefore, minimizing these costs by providing the PCBMPs via fee-in-lieu will help implement the Village's goal of keeping the sale prices as low as possible.
2. The developer believes that a wet detention basin is an amenity and will be much more desirable to the buyer than a native vegetative wetland bottom detention basin.
3. The PCBMP's would detract from the aesthetics of the community and for its senior housing residents.

It is our understanding that the funds generated from a fee-in-lieu payment could be utilized by the Village. The Village could potentially use those funds to implement other storm water management improvements in the Village that pose a more pressing need than this site. Since the stormwater detention requirements of the ordinance are already being met by the development, we believe that a fee in lieu payment could potentially provide a greater benefit to the Village than implementing the PCBMP's on the existing site.

With these goals and considerations in mind, the Developer is requesting that the fee-in-lieu option for providing PCBMPs be allowed for this project.

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MEMORANDUM

TO: EDWARD R. JAMES, CHAIRMAN, EDWARD R. JAMES HOMES, LLC
FR: SCOTT GOLDSTEIN, AICP, PRINCIPAL, TESKA ASSOCIATES, INC.
RE: HINSDALE MEADOWS FISCAL ANALYSIS
DA: FEBRUARY 3, 2017

Teska Associates, Inc. has prepared an updated fiscal analysis for the proposed age-targeted Hinsdale Meadows residential community, comparing the proposed 59-unit layout and current zoning for 36 units. The subject site is a 24.5-acre development located at the SE Corner of County Line Road and 55th Street. The property is currently zoned for 36, 4-5 bedroom homes. The site characteristics for the two scenarios are shown in Table 1.

Table 1: Site Characteristics

	Sedgwick 36-Units	Hinsdale Meadows 59-Units
Traditional 4BR Single-Family Detached	36	1
Age Targeted 3BR Single-Family Detached	0	28
Age Targeted Duplex	0	30
Total Units	36	59

This report provides an analysis and comparison of the projected population, property tax revenues and other fiscal considerations associated with each development scenario. All of the projections are based on the assumptions, calculations and analysis as outlined in this report. A summary of the results of this study is presented in Table 2, and is based on the detailed analyses shown in later sections of this report.

Table 2: Summary of impacts:

	Hinsdale Meadows 59-Units	Sedgwick 36-Units
Site Characteristics		
3 BR Attached	30	0
3 BR Detached	28	0
4 BR Detached	1	36
Total # of Homes	59	36
Rutgers Population Forecast (Tables 5 & 6)		
Total Population	136	129
CCSD 181 Students	8	29
HSD 86 Students	5	8
Comparable Developments Forecast (Tables 5 & 6)		
Total Population	122	129
CCSD 181 Students	3	29
HSD 86 Students	1	8
CCSD 181 - Rutgers (Table 7)		
Property Tax Revenue	\$512,101	\$429,180
Other Revenue	\$11,893	\$44,388
Total Revenue	\$523,994	\$473,568
HSD 86 - Rutgers (Table 9)		
Property Tax Revenue	\$282,458	\$236,722
Other Revenue	\$13,621	\$18,162
Total Revenue	\$296,080	\$254,884
Village of Hinsdale (Table 11)		
Property Tax Revenue	\$71,490	\$59,914
Other Revenue	\$25,528	\$21,867
Total Revenue	\$97,018	\$81,781
Total Property Tax Revenue for School and Municipal Districts		
	\$866,049	\$725,816
Net Present Value for Property Tax Revenue @ 10% discount rate (20 years)		
	\$8,734,743	\$7,320,390
Total Revenue for School and Municipal Taxing Districts		
	\$917,091	\$810,233
Net Present Value for Total Revenue @10% discount rate (20 years)		
	\$9,249,536	\$8,171,792

As shown in Table 2, the proposed site plan will:

- Increase the total property taxes to be paid to the Village of Hinsdale and school districts by 19% for the 59-Units plan compared with the 36-Units plan. The total changes in property taxes will increase from \$725,816 for 36-Units under current zoning to \$866,049 for 59-Units. These changes include:
 - An increase in CCSD 181 total revenue from \$473,568 for 36-Units to \$523,994 for 59-Units as shown in Table 7.
 - An increase in HSD 86 total revenue from \$254,938 for 36-Units to \$296,080 for 59-Units as shown in Table 9.
 - An increase in Village of Hinsdale total revenue from \$81,781 for 36-Units to \$97,018 for 59-Units as shown in Table 11.
- Increase the 20-year Net Present Value (NPV) of property taxes from \$7,320,390 for 36-Units to \$8,734,743 for 59-Units.
- Increase the 20-year NPV of total revenue for the Village and school districts from \$8,171,792 for 36-Units to \$9,249,536 for 59-Units.
- Decrease the projected new student generation due to the age-targeted community design featuring smaller, 3 bedroom homes with master bedrooms on the first floor, compared with larger, 4-5 bedroom homes on conventional lots. This proposed plan is projected to result in higher revenue and lower expenses compared with the existing zoning, particularly for CCSD 181.
- As shown in Table 3, the proposed plan will increase the amount of Equalized Assessed Value (EAV) to support public services by all local taxing districts.

1. TAX REVENUES

Property tax revenues were estimated based on expected Equalized Assessed Value (EAV) of comparable properties. EAV is the measure of property value by which property taxes are determined in Illinois. The proposed 59-Unit site plan will have a higher EAV than current zoning, resulting in a 19% increase in total property taxes of \$1,138,149 for 59-Units compared with \$953,856 for 36-Units.

Table 3: Tax Revenues

	Tax Rate	Hinsdale Meadows 59-Units	Sedgwick 36-Units
Equalized Assesed Value (EAV)		14,589,779	12,227,362
Miscellaneous Taxes			
Des Plaines Valley Mosq Abatement District Lyons	0.017	2,480	2,079
Metro Water Reclamation District	0.426	62,152	52,089
Miscellaneous Taxes Total	0.443	64,633	54,167
School Taxes			
DuPage Community College 502	0.311	45,374	38,027
Hinsdale Twp HSD 86	1.936	282,458	236,722
Comm Cons District 181 Burr Ridge	3.51	512,101	429,180
School Taxes Total	5.757	839,934	703,929
Municipality/Township Taxes			
Hinsdale Library Fund	0.219	31,952	26,778
Village of Hinsdale	0.49	71,490	59,914
Lyons Mental Health	0.115	16,778	14,061
Road and Bridge Lyons	0.049	7,149	5,991
General Assistance Lyons	0.003	438	367
Town of Lyons	0.07	10,213	8,559
Municipality/Township Taxes Total	0.946	138,019	115,671
Cook County Taxes			
Cook County Forest Preserve District	0.069	10,067	8,437
Consolidated Elections	0.034	4,961	4,157
County of Cook	0.288	42,019	35,215
Cook County Public Safety	0.147	21,447	17,974
Cook County Health Facilities	0.116	16,924	14,184
Cook County Taxes Total	0.655	95,563	80,089
Total Property Taxes	7.801	\$1,138,149	\$953,856

2. POPULATION GENERATION

In order to determine the estimated impacts on the school districts, municipality and other taxing districts, two methods of analysis were used. The first method is based on a comprehensive study of Illinois total and student population generation conducted by Rutgers University. The study was prepared by Robert Burchell, David Listokin, William Dolphin of the Center for Urban Policy Research at Rutgers University in 2006 and is entitled "Residential Demographic Multipliers: Estimates of the Occupants of New Housing."

The second method was an analysis of actual student counts for similar developments. Eleven developments were analyzed for similar age-targeted units. None of the developments are age-restricted. The actual student counts are provided in Table 4, along with the resulting per-unit student generation ratios that are used in the analysis.

Table 4: School-Age Children by Development

SCHOOL- AGE CHILDREN BY DEVELOPMENT												
Development Name	Savoy Club	Field Stone Club	Chasemoor Club	Lake Ridge Club	Burr Ridge Club	Heather-field	Fox Meadow	Hibbard Gardens	Royal Ridge	Regent Woods	Westgate	Average
Comparable Homes	52	60	192	68	73	70	26	6	77	35	29	
K-8 School Age children	4	0	6	0	0	7	2	0	1	0	5	
HS School Age children	4	1	3	0	0	0	0	0	0	0	3	
Elementary students per unit	0.08	0.00	0.03	0.00	0.00	0.10	0.08	0.00	0.01	0.00	0.17	0.04
High school students per unit	0.08	0.02	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.02

Due to the site layout, bedroom design and restrictions on outdoor play equipment, very low student counts are anticipated through Hinsdale Meadows, similar to the results of the above age-targeted communities.

As shown in Tables 5 and 6, the expected population and student generation was projected for the proposed plan utilizing both the Rutgers study and the study of comparable developments. These projections were then compared with the expected population and student generation from the current zoning, which was calculated utilizing the Rutgers study. Based on this analysis there will be a decrease in the number of students generated for each district.

The number of CCSD 181 students will be reduced from 29 to 8 students using the Rutgers methodology or 3 students using the Comparable Development methodology.

The number of HSD 86 students will be reduced from 8 students to 6 students using the Rutgers methodology or 2 students using the Comparable Development methodology.

Table 5: Forecasted Population and Student Population – Rutgers Methodology

RUTGERS ESTIMATE		Total Persons	ES	HS
Hinsdale Meadows 59-Units				
	Traditional 4 BR	3.6	0.8	0.2
	3 Bedroom SF	63.8	3.4	2.5
	Duplex	68.4	3.6	2.7
	Total	135.8	7.8	5.4
	Rounded Total	136	8	6
Sedgwick 36-Units				
	Traditional 4 BR	128.9	29.0	7.9
	3 Bedroom SF	0.0	0.0	0.0
	Duplex	0.0	0.0	0.0
	Total	128.9	29.0	7.9
	Rounded Total	129	29	8

Table 6: Forecasted Population and Student Population: Comparable Developments Methodology

COMPARABLE PROJECTS		Total Persons	ES	HS
Hinsdale Meadows 59-Units				
	Traditional 4 BR	3.6	0.8	0.2
	3 Bedroom SF	57.4	1.1	0.6
	Duplex	61.5	1.2	0.6
	Total	122.5	3.1	1.4
	Rounded Total	123	3	2

Key Findings:

- The proposed plan is forecasted to generate an additional three to eight additional students for CCSD 181 under the proposed 59-Unit site plan compared with 29 new students under current zoning.
- Hinsdale High School District 86 is forecasted to have between two and six additional students under the proposed 59-Unit site plans versus eight students under current zoning.

4. SCHOOL IMPACTS

Applying the projected student population to the two school districts' revenues and expenses shows a more positive impact of the proposed site plan for Hinsdale Meadows 59-Units compared with the current zoning for Sedgwick 36-Units, as shown in Tables 7 and 8.

Table 7: School District Revenue and Expenses – Rutgers Methodology

Rutgers		
Hinsdale CCSD 181	Hinsdale Meadows 59-Units	Sedgwick 36-Units
Elementary School-Age Children	8	29
Property Tax Revenue	\$512,101	\$429,180
Revenues (state & federal aid)	\$11,893	\$44,388
Total Revenue	\$523,994	\$473,568
Expenses (cost of additional teacher)	N/A	(\$75,000)
Net Impact	\$523,994	\$398,568

Table 8: School District Revenue and Expenses – Comparable Developments Methodology

Comparable Developments		
Hinsdale CCSD 181	Hinsdale Meadows 59-Units	Sedgwick 36-Units
Elementary School-Age Children	3	29
Property Tax Revenue	\$512,101	\$429,180
Revenues (state & federal aid)	\$4,791	\$44,388
Total Revenue	\$516,892	\$473,568
Expenses (cost of additional teacher)	N/A	(\$75,000)
Net Impact	\$516,892	\$398,568

Key Findings:

- There will be a forecasted net additional fiscal benefit of \$125,426 per year (based on the Rutgers analysis) for Hinsdale CCSD 181 from the 59-Unit plan compared to the 36-unit plan, due to an increase in revenue and the lack of the need to hire an additional teacher.
- Forecasted annual revenues for Hinsdale CCSD 181 are \$523,994 for the 59-Unit plan and \$473,568 for 36-Units (using the Rutgers methodology).
- CCSD 181 will have fewer expenses under the new site plans compared with existing zoning. According to the Superintendent of CCSD 181, no additional teachers will be required to serve the students generated by the proposed plans, while one additional teacher would likely be required to serve 29 students at full build-out of large single-family homes under the Sedgwick 36-Unit plan, requiring \$75,000 additional in annual salary.
- The Net Present Value of CCSD 181 property taxes for the development will be \$836,317 higher over the next 20 years, with \$5,164,917 for 59-unit plan compared with \$4,328,600 for 36-Unit plan.

Table 9: Hinsdale High School District 86 Revenues and Expenses - Rutgers Methodology

Rutgers		
Hinsdale High School District 86	Hinsdale Meadows 59-Units	Sedgwick 36-Units
High School-Age Children	6	8
Property Tax Revenue	\$282,458	\$236,722
Revenues (state & federal aid)	\$13,622	\$18,162
Total Revenue	\$296,080	\$254,884
Expenses (cost of additional teacher)	N/A	N/A
Net Impact	\$296,080	\$254,884

Table 10: Hinsdale High School District 86 Revenues and Expenses- Comparable Developments Methodology

Comparable Developments		
Hinsdale High School District 86	Hinsdale Meadows 59-Units	Sedgwick 36-Units
High School-Age Children	2	8
Property Tax Revenue	\$282,458	\$236,722
Revenues (state & federal aid)	\$4,541	\$18,162
Total Revenue	\$286,999	\$254,884
Expenses (cost of additional teacher)	N/A	N/A
Net Impact	\$286,999	\$254,884

Key Findings

- There will be a forecasted net revenue increase of \$41,196 per year (based on the Rutgers analysis) for HSD 86 from the 59-Unit plan compared to the 36-Unit plan.
- The 59-Unit plan is projected to generate fewer high school students (between 2 and 6) compared with 8 students in the 36-Unit plan.
- Neither plan is projected to produce enough high school students to require hiring an additional teacher.
- The Net Present Value of property tax collections will be \$461,285 higher over the next 20 years, with \$2,848,798 projected for 59-Unit plan and \$2,387,513 under the 36-Unit plan.

5. VILLAGE OF HINSDALE

Revenues were analyzed for the Village of Hinsdale. As shown in Table 11, the 59- Units plan will result in higher revenue for the Village compared to the 36-Units under current zoning.

Table 11: Village Revenue

	Hinsdale Meadows 59- Units (136 residents)	Sedgwick 36-Units (129 residents)	Notes
Property Taxes	\$71,490	\$59,914	Tax rate for Village of Hinsdale = 0.49
Utility Taxes	\$6,900	\$4,200	\$194 per month per unit x 5% tax
Motor Fuel Tax	\$3,300	\$3,100	\$24 per capita per year
State Income Tax	\$12,200	\$11,600	\$90 per capita per year
State Use Tax	\$3,128	\$2,967	\$23 per capita per year
Total Revenue	\$97,018	\$81,781	

Key Finding

- Annual revenues to the Village of Hinsdale are projected to increase by 19% to \$97,018 for 59-Units and \$81,781 for 36-Units under current zoning.

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First Reading - ZPS

SUBJECT: Hardship Permit Extension – 722 S. Lincoln Street

MEETING DATE: February 7, 2016

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

Recommended Motion

Authorize a Hardship Permit Extension as set forth in 9-1-7(B)(4) for a period of six (6) months at fifty percent (50%) of the original base permit fee

Background

Staff is in receipt of a request to extend a permit beyond the 18 month term set forth in 9-1-7(B)(2) of the municipal code (attached). The applicant is requesting a 'Hardship Extension', as the work cannot be completed within the 18 months allowed under the current permit.

It should be noted that staff routinely explains the time limitations of the permit and encourages permit applicants to apply to the Board for a Complex Project Permit Term Exception in those cases where there are questions over their ability to finish within the timeframes permitted.

Discussion & Recommendation

Based on the Village code, an extension beyond 18 months cannot be granted administratively. The tentative construction schedule (attached) indicates that the work should be completed in less than 24 months cumulatively.

Budget Impact

N/A

Village Board and/or Committee Action

Documents Attached

1. Village ordinance regarding Hardship extensions
2. Letter requesting extension
3. Tentative construction schedule

9-1-7: STANDARDS AND CONDITIONS APPLICABLE TO ALL WORK:

The following standards and conditions shall apply to all work undertaken in the village pursuant to a permit issued under this title:

A. Interpretation:

1. Application Of This Section: This section shall apply to all work, whether demolition work or construction work, for which a permit is required under this title.
2. Application Of Section 9-1-7-1: In the event of any inconsistency or conflict in the application or operation of the provisions of this section and the provisions of section 9-1-7-1 of this chapter, the provisions of section 9-1-7-1 of this chapter shall apply and control.
3. Definitions: For purposes of this title, this section and section 9-1-7-1 of this chapter, the following terms shall have the meanings given them:

COMMENCEMENT OF CONSTRUCTION: The completion of, and the making of a request to the village for inspection of, the footings for the structure being constructed.

COMMENCEMENT OF DEMOLITION: Any work done pursuant to a permit issued pursuant to section 9-1-7-1 of this chapter other than the installation of the protective fencing required pursuant to subsection F of this section and any approved erosion control.

COMPLETION OF DEMOLITION: Removal of the walls of the first floor above the foundation of the structure being demolished.

DEMOLITION: The razing and removal of more than fifty percent (50%) of the exterior walls of a structure. (Ord. 02008-46, 8-12-2008)

B. Permit Time Limits, Extensions And Exceptions:

1. Permit Term: Except as otherwise authorized by this subsection, no permit or approval made pursuant to this title shall be valid for a period of more than one year after the date of issuance.
2. Six Month Administrative Extension: The director of community development may, upon receipt of a completed application for a six (6) month administrative extension, and payment of the applicable additional fees, issue a onetime six (6) month administrative extension at one and a half (1 1/2) times the original base permit fee in cases when work cannot be completed within the original one year permit period. The six (6) month administrative extension may not be combined with the ninety (90) day administrative extension authorized by subsection B3 of this section or the thirty (30) day extension authorized to be given by the building official pursuant to sections 9-2-2 and 9-3-2 of this title.
3. Ninety Day Administrative Extension: The director of community development may, upon receipt of a completed application for a ninety (90) day administrative extension, and payment of the applicable additional fees, issue a onetime ninety (90) day administrative permit extension at fifty percent (50%) of

the original base permit fee. The ninety (90) day administrative extension may not be combined with the six (6) month administrative extension authorized by subsection B2 of this section, but may be combined with the thirty (30) day extension authorized to be given by the building official pursuant to sections 9-2-2 and 9-3-2 of this title. (Ord. O2014-15, 5-6-2014)

4. Hardship Extensions: The permit term plus any applicable administrative exceptions shall not together total in excess of eighteen (18) months except as authorized by a hardship extension pursuant to this subsection or pursuant to a complex project exception as set forth in subsection B5 of this section. Upon receipt of a completed application for a hardship extension, the director of community development shall forward the application to the village's board of trustees for review. Notice of the meeting of the board of trustees at which the application shall be considered shall be provided at least seven (7) days prior to the meeting via certified mail to all taxpayers of record of properties within two hundred fifty feet (250') of the boundary of the property that is subject to the application at the addresses listed with the applicable county treasurer for payment of real estate property taxes on the properties. At the meeting where the application for a hardship extension is considered, the board of trustees shall, after input from the applicant and any other interested parties, determine whether the applicant has demonstrated that a hardship has prevented completion of the permitted project within the eighteen (18) month term of the previous permit and permit extensions. After considering all evidence submitted, the board of trustees shall then either grant a six (6) month hardship extension, with or without reasonable conditions, or deny such request. Fees for a hardship extension shall be fifty percent (50%) of the original base permit fee.

5. Complex Project Permit Term Exception: In those cases where a permit applicant knows in advance of applying for a permit that the scope of work cannot be reasonably completed within a twenty four (24) month period, the applicant may request a complex project permit term exception. Upon receipt of a completed application for a complex project permit term exception the application shall be forwarded to the village's board of trustees for review. At the meeting where the application for a complex project permit term exception is considered, the board of trustees shall, after input from the applicant and any other interested parties, determine whether the applicant has demonstrated that due to the size, scope and complexity of a particular project, the applicant cannot reasonably be expected to complete the project within the usual permit term, regardless of whether extensions are issued. The board of trustees may, upon making such a determination, and upon receipt of a completion schedule furnished by the applicant, approve a longer duration for permits on a case by case basis at two hundred percent (200%) of base fees. Complex project permits may be extended through a hardship extension pursuant to the procedures set forth in subsection B4 of this section. (Ord. O2015-01, 1-20-2015)

January 12, 2017

Rob McGinnis
Community Development Department
19 E Chicago Ave.
Hinsdale, IL, 60521

Re: Request for Permit Extension for 722 S Lincoln, Hinsdale, Illinois, 60521

Dear Mr. McGinnis,

With this letter, we are asking for an extension of our building permit at 722 S Lincoln in Hinsdale, IL.


While our primary concern is the completion of any project in a timely and diligent fashion, we unfortunately experienced multiple delays during this construction process. These were caused by a variety of unforeseen and uncontrollable factors in the past few months: we found that orders arrived from our vendors with missing materials, and discovered that some subcontractors did not appear for their regularly scheduled work. Both of these factors led to extensive further delays on work that depended on them later in the construction process. As the owner, we have been diligent in correcting these factors and are actively working on finishing the building as soon and carefully as possible.

In the light of these events, we would like to obtain an extension of our permit until the end of February to ensure that our building can add to the value of the neighborhood of Hinsdale we had envisioned.

We look forward to your response and hope for a positive collaboration.

If there are any further questions or concerns, please do not hesitate to reach out to me.

Sincerely,



Patrick Buck
Managing Director

Robert McGinnis

From: Koray Yesilli <koray.yesilli@tarisrealestate.com>
Sent: Sunday, January 22, 2017 12:38 PM
To: Robert McGinnis
Cc: Anthony Personal; Patrick Buck
Subject: RE: Request for Permit Extension for 722 S Lincoln, Hinsdale, IL, 60521

Hi Mr. McGinnis,

Thank you for your patience.

Please see below our remaining construction schedule:

Date	Item
01/23/17	Installation of inside carpet
01/23/17	Installation of bathroom wallpaper
01/24/17	Installation of lighting fixtures
01/25/17	Install plug-ins and switch covers; Install door hardware
01/26/17	Install Shower Glass and Doors
01/27/17	Install Bathroom Accessories
01/28/17	Finish inside stairs and outside painting
01/28/17	Finish outside fence
02/15/17	Install portico in front of house
02/18/17	Final Cleaning

I cc'd to this email our General Contractor, Anthony Degrazia, and my managing director, Patrick Buck. If you have more detailed questions to this schedule, please do not hesitate to reach out to us.

If this schedule is approved, could you please provide me with the source of the neighbors' addresses, so I can start drafting a letter of notice to all of them.

I appreciate your assistance in this matter.

Sincerely,

Koray Yesilli
Financial Analyst



01/24/2017

Patrick Buck
Taris Real Estate, LLC
350 N Orleans St. #2N
Chicago, IL, 60654
Tel.: 312.244.5621

Neighbors of 722 S Lincoln
Lakeforest, IL, 60045

Re.: Request for Permit Extension at 722 S Lincoln, Lakeforest, Illinois, 60045

Dear Neighbors,

With this letter, I would like to inform you that 722 S Lincoln LLC, managed and owned by Taris Real Estate LLC, applied for a 6 month construction permit extension for the property at 722 S Lincoln, Lakeforest, Illinois, 60045. We will be on the agenda of the board of trustee meeting on February, 7th 2017, to discuss this matter in more detail.

Unfortunately, we were not able to finish the project within the given time frame due to multiple unforeseen delays. We are looking forward to the opportunity to present our case to you personally on the 7th of February and will be available to answer any further questions during the board meeting.

If you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,



Patrick Buck
Managing Director

9171 9690 0935 0015 3624 80

9171 9690 0935 0015 3624 97

9171 9690 0935 0015 3625 03

9171 9690 0935 0015 3625 10

9171 9690 0935 0015 3625 27

9171 9690 0935 0015 3625 34

9171 9690 0935 0015 3625 41

9171 9690 0935 0015 3625 58

9171 9690 0935 0015 3625 65

9171 9690 0935 0015 3625 72

9171 9690 0935 0015 3625 89

9171 9690 0935 0015 3625 96

9171 9690 0935 0015 3626 02

9171 9690 0935 0015 3626 19

9171 9690 0935 0015 3626 26

9171 9690 0935 0015 3626 33

9171 9690 0935 0015 3626 40

9171 9690 0935 0015 3626 57

9171 9690 0935 0015 3626 64

9171 9690 0935 0015 3626 71

9171 9690 0935 0015 3626 88

9171 9690 0935 0015 3626 95

9171 9690 0935 0015 3627 01

9171 9690 0935 0015 3627 18

9171 9690 0935 0015 3627 25

9171 9690 0935 0015 3627 32

9171 9690 0935 0015 3627 49

9171 9690 0935 0015 3627 56

9171 9690 0935 0015 3627 63

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REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1621
MEETING DATE: February 7, 2017
FROM: Darrell Langlois, Assistant Village Manager/Finance Director *W*

Recommended Motion

Move to approve payment of the accounts payable for the period of January 25, 2017 through February 7, 2017 in the aggregate amount of \$ 833,075.76 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

Background

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

Discussion & Recommendation

After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1621 is recommended.

Budget Impact

N/A

Village Board and/or Committee Action

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

Documents Attached


1. Warrant Register #1621

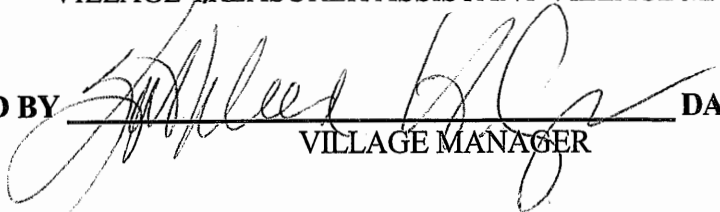
VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1621

FOR PERIOD January 25, 2017 through February 7, 2017

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$ 833,075.76 reviewed and approved by the below named officials.

APPROVED BY  DATE 2/3/17
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 2/3/17
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant #1621
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	179,058.14	169,643.13	348,701.27
Capital Project Fund	45300	21,396.94	-	21,396.94
Woodlands SSA	72450			-
Water & Sewer Operations	61061	25,578.32	-	25,578.32
Water & Sewer Capital	61062			-
W/S 2008 Bond Fund	61064	-	-	-
W/S 2014 Bond Fund	61065		-	-
Escrow Funds	72100	195,540.00		195,540.00
Payroll Revolving Fund	79000	9,906.54	231,952.69	241,859.23
Library Operating Fund	99000	-		-
Total		431,479.94	401,595.82	833,075.76

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1621

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 1/27/2017	Village Payroll #2 - Calendar 2017	FWH/FICA/Medicare	\$ 89,367.28
Illinois Department of Revenue 1/27/2017	Village Payroll #2 - Calendar 2017	State Tax Withholding	\$ 13,076.30
ICMA - 457 Plans 1/27/2017	Village Payroll #2 - Calendar 2017	Employee Withholding	\$ 14,550.61
HSA PLAN CONTRIBUTION 1/27/2017	Village Payroll #2 - Calendar 2017	Employer/Employee Withholding	\$ 1,360.78
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 169,643.13
Illinois Municipal Retirement Fund		Employer/Employee	\$ 113,597.72
	Total Bank Wire Transfers and ACH Payments		\$ 401,595.82

ipbc-general	169,643.13
payroll	231,952.69
	<u>401,595.82</u>

Run date: 02-FEB-17

Village of Hinsdale

Page: 1

WARRANT REGISTER: 1621

DATE: 02/07/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE			
205868	ALFAC OTHER	012717000000000	\$223.34
205869	AFLAC OTHER	012717000000000	\$317.52
205870	AFLAC SLAC	012717000000000	\$126.87
Total for Check: 108880			\$667.73
I.U.O.E.LOCAL 150			
205874	LOCAL 150 UNION DUES	012717000000000	\$1,039.22
Total for Check: 108881			\$1,039.22
NATIONWIDE RETIREMENT SOL			
205863	USCM/PEBSCO	012717000000000	\$87.28
205864	USCM/PEBSCO	012717000000000	\$1,605.00
Total for Check: 108882			\$1,692.28
NATIONWIDE TRUST CO.FSB			
205871	PEHP UNION 150	012717000000000	\$337.49
205872	PEHPPD	012717000000000	\$482.39
205873	PEHP REGULAR	012717000000000	\$2,121.31
Total for Check: 108883			\$2,941.19
STATE DISBURSEMENT UNIT			
205875	CHILD SUPPORT	012717000000000	\$313.21
Total for Check: 108884			\$313.21
STATE DISBURSEMENT UNIT			
205876	CHILD SUPPORT	012717000000000	\$230.77
Total for Check: 108885			\$230.77
STATE DISBURSEMENT UNIT			
205877	CHILD SUPPORT	012717000000000	\$764.77
Total for Check: 108886			\$764.77
STATE DISBURSEMENT UNIT			
205878	CHILD SUPPORT	012717000000000	\$175.00
Total for Check: 108887			\$175.00
STATE DISBURSEMENT UNIT			
205879	CHILD SUPPORT	012717000000000	\$672.45
Total for Check: 108888			\$672.45
VILLAGE OF HINSDALE			
205865	MEDICAL REIMBURSEMENT	012717000000000	\$383.33
205866	MEDICAL REIMBURSEMENT	012717000000000	\$512.32
205867	DEP CARE REIMBURSEMENT	012717000000000	\$200.33
Total for Check: 108889			\$1,095.98

VSP ILLINOIS - 30048087

WARRANT REGISTER: 1621

DATE: 02/07/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
205861	VSP SINGLE ALLEMPLOYEES	012717000000000	\$77.14
205862	VSP FAMILY ALL EMPLOYEES	012717000000000	\$236.80
	Total for Check: 108890		\$313.94
1501			
206029	OVERPAID TO LOCKBOX	01192017	\$2,332.06
	Total for Check: 108891		\$2,332.06
A & M AUTO PARTS			
205924	MISC SUPPLIES	411509	\$54.25
	Total for Check: 108892		\$54.25
A BLOCK MARKETING INC			
206073	WOODCHIP HAULING	TJ00000084	\$30.00
	Total for Check: 108893		\$30.00
ABC COMMERCIAL MAINT SERV			
205914	KLM FLOOR WAXING	101	\$600.00
206190	KLM CLEANING	110	\$981.00
	Total for Check: 108894		\$1,581.00
ADVENTIST BOLINGBROOK HOS			
205965	RAPID DRUG SCREEN	2002	\$45.00
	Total for Check: 108895		\$45.00
AIRGAS USA LLC			
205948	OXYGEN CYLINDER RENTAL	9941414459	\$33.29
	Total for Check: 108896		\$33.29
ALDANA, ARTURO			
206030	DOUBLE PAYMENT ON TICKET	01132017	\$75.00
	Total for Check: 108897		\$75.00
ALPS INVESTMENT GROUP LLC			
206040	STMWR BD 734 S QUINCY	22182	\$8,506.00
	Total for Check: 108898		\$8,506.00
AMERICAN EXPRESS			
205892	CREDIT CARD CHARGES	8-03003-01272017	\$1,057.29
205892	CREDIT CARD CHARGES	8-03003-01272017	\$165.00
205892	CREDIT CARD CHARGES	8-03003-01272017	\$16.00
205892	CREDIT CARD CHARGES	8-03003-01272017	\$22.83-
205892	CREDIT CARD CHARGES	8-03003-01272017	\$158.64
205892	CREDIT CARD CHARGES	8-03003-01272017	\$49.95
	Total for Check: 108899		\$1,424.05
APTEAN, INC.			
205909	MARCH 2017 FEES	RI-726962	\$6,253.54

WARRANT REGISTER: 1621

DATE: 02/07/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 108900	\$6,253.54
ARAMARK UNIFORM SERVICES			
205956	FLOOR MATS	2080895015	\$79.80
205959	FLOOR MATS	2080895016	\$65.88
205959	FLOOR MATS	2080895016	\$21.53
205959	FLOOR MATS	2080895016	\$135.00
205959	FLOOR MATS	2080895016	\$13.17
206081	FLOOR MATS/SHOP TOWELS	2080904473	\$65.88
206081	FLOOR MATS/SHOP TOWELS	2080904473	\$21.53
206081	FLOOR MATS/SHOP TOWELS	2080904473	\$93.00
206081	FLOOR MATS/SHOP TOWELS	2080904473	\$13.17
206082	FLOOR MATS	2080904472	\$58.80
		Total for Check: 108901	\$567.76
ASPEN CONSTRUCTION			
206048	STMWR BD 208 E EIGHTH	21820	\$22,265.00
		Total for Check: 108902	\$22,265.00
AT & T			
205964	VEECK PARK WP	630323386301	\$189.74
		Total for Check: 108903	\$189.74
BEACON SSI INCORPORATED			
206080	UST INSPECTION	0000078937	\$263.50
206088	DIESEL SENSOR INSPECTION	0000078938	\$70.50
		Total for Check: 108904	\$334.00
BERECKIS, HEATHER			
205975	CONFERENCE REIMBURSEMENT	01272017	\$40.00
205975	CONFERENCE REIMBURSEMENT	01272017	\$50.00
205975	CONFERENCE REIMBURSEMENT	01272017	\$151.20
		Total for Check: 108905	\$241.20
BINNYS BEVERAGE DEPOT			
205900	EMPLOYEE RECOGNITION PRY	602757	\$128.72
		Total for Check: 108906	\$128.72
BLUE SKY BUILDERS			
205992	CONT BD 13 N BRUNER	23554	\$2,500.00
		Total for Check: 108907	\$2,500.00
BOUND TREE MEDICAL, LLC			
205927	MEDICAL SUPPLIES	82374915	\$649.77
		Total for Check: 108908	\$649.77
BRETON, WESLEY			
206028	DOUBLE PAID DEC 16 WATR	2604281	\$988.74

Run date: 02-FEB-17

Village of Hinsdale

Page: 4

WARRANT REGISTER: 1621

DATE: 02/07/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 108909	\$988.74
CALZOLAND, MARK			
206045	VOIDED TICKET	312996	\$25.00
		Total for Check: 108910	\$25.00
CHICAGO PARTS & SOUND LLC			
205940	OIL FILTERS PATROL CARS	W1*1258261	\$51.60
		Total for Check: 108911	\$51.60
CINTAS CORPORATION 769			
206050	MEDICAL SUPPLIES	5006961448	\$102.10
206085	MEDICAL CABINET REFILL	5006961447	\$55.24
		Total for Check: 108912	\$157.34
CINTAS FIRST AID & SAFETY			
206152	MEDICAL SUPPLIES	2832	\$101.54
		Total for Check: 108913	\$101.54
COMPASS MINERALS AMERICA			
206198	BULK ROCK SALT	71587951	\$927.81
		Total for Check: 108914	\$927.81
CONSTELLATION NEWENERGY			
205971	GAS	0037328886	\$962.21
205971	GAS	0037328886	\$962.21
205971	GAS	0037328886	\$2,003.62
205971	GAS	0037328886	\$1,568.10
205971	GAS	0037328886	\$375.64
205971	GAS	0037328886	\$1,986.48
		Total for Check: 108915	\$7,858.26
COOK COUNTY RECORDER			
205901	RECORDINGS	30512312016D	\$40.00
		Total for Check: 108916	\$40.00
COURTNEYS SAFETY LANE			
205938	IL SAFETY TEST #15	8419	\$52.00
		Total for Check: 108917	\$52.00
COURTYARD HOMES			
206013	ST MGMT 418 S QUINCY	23232	\$3,000.00
		Total for Check: 108918	\$3,000.00
CURRIE MOTORS			
206053	2 NEW SQUADS	E5090-E5095	\$53,444.00
		Total for Check: 108919	\$53,444.00

WARRANT REGISTER: 1621

DATE: 02/07/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
DAVIDSON, LINNEA			
206046	OVERPAID FINAL ACCT	012017	\$186.48
		Total for Check: 108920	\$186.48
ELIZONDO, ALEJANDRA			
206047	PAID VOIDED TICKET	01202017	\$25.00
		Total for Check: 108921	\$25.00
EMERGENCY MEDICAL PROD			
205950	MISC MEDICAL SUPPLIES	1877156	\$705.77
206065	MISC MEDICAL SUPPLIES	1880713	\$272.28
		Total for Check: 108922	\$978.05
ENGLAND SMITH, GAIL MAIRE			
206035	STMWR BD	22275	\$8,854.00
		Total for Check: 108923	\$8,854.00
ETP LABS, INC			
206086	IEPA BACTERIA SAMPLES	16-132162	\$184.00
		Total for Check: 108924	\$184.00
FACTORY MOTOR PARTS CO			
206091	BRAKE PADS & ROTORS #845	50-1528593	\$313.82
		Total for Check: 108925	\$313.82
FCWRD			
206149	SEWER	008919-000	\$315.53
		Total for Check: 108926	\$315.53
FIREHOUSE			
205925	MAGAZINE SUBSCRIPTION	1104056538	\$29.95
		Total for Check: 108927	\$29.95
FIRESTONE STORES			
205941	TIRES FOR #97	116659	\$357.60
		Total for Check: 108928	\$357.60
FIRST COMMUNICATIONS, LLC			
205970	PHONES	13300713	\$100.91
205970	PHONES	13300713	\$224.41
205970	PHONES	13300713	\$249.31
205970	PHONES	13300713	\$538.58
205970	PHONES	13300713	\$381.94
205970	PHONES	13300713	\$83.10
205970	PHONES	13300713	\$163.69
205970	PHONES	13300713	\$35.62
205970	PHONES	13300713	\$76.49
205970	PHONES	13300713	\$35.62

WARRANT REGISTER: 1621

DATE: 02/07/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
205970	PHONES	13300713	\$71.23
205970	PHONES	13300713	\$163.20
205970	PHONES	13300713	\$45.90
205970	PHONES	13300713	\$17.81
Total for Check: 108929			\$2,187.81
FOX RESTAURANT & PUB			
205969	PIZZA FOR ALIVE	12102016	\$42.72
Total for Check: 108930			\$42.72
FRED GLINKE PLUMBING AND			
206084	RELACE FAUCET	32529	\$176.00
Total for Check: 108931			\$176.00
FRIEDMAN & HENRY ASSOC.			
206039	KLM SECURITY DEPOSIT	EN170118419	\$250.00
Total for Check: 108932			\$250.00
FULLERS HOME & HARDWARE			
206145	SNOW REMOVAL 12/4/16	199848	\$595.00
206146	SNOW REMOVAL 12/11/16	20115	\$595.00
206147	SNOW REMOVAL 12/12/16	200147	\$595.00
206148	SNOW REMOVAL 12/18/16	200420	\$595.00
206155	MISC HARDWARE	199770	\$4.79
206156	MISC HARDWARE	199904	\$6.70
206157	MISC HARDWARE	200022	\$1.57
206158	MISC HARDWARE	200154	\$16.78
206159	MISC HARDWARE	200254	\$3.59
206160	MISC HARDWARE	200259	\$6.70
206161	MISC HARDWARE	200294	\$28.64
206162	MISC HARDWARE	200295	\$36.78
206163	MISC HARDWARE	200489	\$11.69
206164	MISC HARDWARE	200561	\$7.19
206165	MISC HARDWARE	200658	\$19.05
206166	MISC HARDWARE	200660	\$9.36
206167	MISC HARDWARE	200676	\$6.74
206168	MISC HARDWARE	200686	\$11.47
206169	MISC HARDWARE	200693	\$14.81
Total for Check: 108933			\$2,565.86
GAMBLA, JENNIFER			
206033	STMWR BD415 N ADAMS	22532	\$10,156.00
Total for Check: 108934			\$10,156.00
GARFIELD CROSSING LLC			
205999	CONT BD 38 E FIRST	23827	\$7,500.00
Total for Check: 108935			\$7,500.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
GEEDING CONSTRUCTIONS			
205996	CONT BD 841 W FOURTH	23784	\$500.00
Total for Check: 108936			\$500.00
GUERIN, BRIAN			
205982	CONT BD 216 E NINTH CT	23480	\$3,500.00
Total for Check: 108937			\$3,500.00
H2O SERVICES, INC.			
205943	VILLAGE HALL BOILER CHEM	3694	\$328.86
Total for Check: 108938			\$328.86
HANNA, RANDA			
206042	KLM SECURITY DEPOSIT	170114	\$500.00
Total for Check: 108939			\$500.00
HANZEL, SAMANTHA			
205976	CONFERENCE REIMBURSEMENT	01262017	\$8.50
205976	CONFERENCE REIMBURSEMENT	01262017	\$23.60
205976	CONFERENCE REIMBURSEMENT	01262017	\$35.64
Total for Check: 108940			\$67.74
HD SUPPLY WATERWORKS,LTD			
206072	FIRE HOSE NOZZLES	G639332	\$68.06
206087	WALL CHARGER FOR GUN	G636857	\$97.43
206094	WATER METERS	G599832	\$3,474.00
206095	REPAIR COUPLINGS AND BOLT	G643267	\$874.40
206096	VALVE BOXES AND TOP HATS	G654618	\$1,150.00
206097	WATER MAIN MATERIAL	G619445	\$4,010.00
206098	PVC MEGALUGS MADISON/7TH	G623812	\$572.70
206099	6" MEGALUGS FOR PVC	G649509	\$187.50
206100	CREDIT FOR DUCTILE	G645127	\$558.00-
206101	CREDIT	G652651	\$238.70-
Total for Check: 108941			\$9,637.39
HEALY ASPHALT COMPANY LLC			
206078	COLD PATCH	62243MB	\$896.04
Total for Check: 108942			\$896.04
HOME DEPOT CREDIT SERVICE			
206140	ASST HARDWARE	1020122	\$33.68
206140	ASST HARDWARE	1020122	\$9.94
206141	ASST HARDWARE	3082073	\$28.97
206142	ASST HARDWARE	9023426	\$26.25
206142	ASST HARDWARE	9023426	\$20.80
206143	ASST HARDWARE	50692474	\$64.22
206144	ASST HARDWARE	4954831	\$69.98
Total for Check: 108943			\$253.84

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
HEMECRAFTERS LLC			
205991	CONT BD 435 N QUINCY	23704	\$1,500.00
Total for Check: 108944			\$1,500.00
HOVING PIT STOP			
206191	KLM PORTABLES	152699	\$362.00
Total for Check: 108945			\$362.00
HR GREEN INC			
206070	VEECK OPERATOR FEE	109010	\$110.00
206138	2017 RESURFACING PROJECT	109266	\$21,396.94
206139	16-17 ALLEY PLAT VACATION	109302	\$507.30
Total for Check: 108946			\$22,014.24
IFCA			
206153	CHIEF OFFICER PROGRAM	FO-170024	\$1,775.00
206153	CHIEF OFFICER PROGRAM	FO-170024	\$1,775.00
Total for Check: 108947			\$3,550.00
ILLINOIS FIRE INSPECTORS			
205937	IFIA 2017 CONFERENCE	18519	\$175.00
205937	IFIA 2017 CONFERENCE	18519	\$175.00
Total for Check: 108948			\$350.00
INDUSTRIAL ELECTRIC			
206089	PHOTOEYE REP. BURLINGTON	246583	\$74.50
206090	MONTESSORI LIGHTING	246746	\$99.50
Total for Check: 108949			\$174.00
INTERNATIONAL ASSOC OF			
206061	MEMBERSHIP DUES 2017	1001230110	\$150.00
Total for Check: 108950			\$150.00
IPELRA			
205919	MEMBERSHIP	BLOOM-27782	\$205.00
Total for Check: 108951			\$205.00
J C LIGHT CO			
205945	MEMORIAL HALL PAINT	09020258	\$29.79
Total for Check: 108952			\$29.79
J JORDAN HOMES			
206020	CONT BD 530 WOODSIDE	23209	\$5,000.00
Total for Check: 108953			\$5,000.00
J MICHAEL MEISSNER			
205923	MEMORIAL BUILDING ADA	11292016	\$720.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 108954	\$720.00
JULIE INC			
206071	JULIE MEMBERSHIP	2017-0736	\$3,946.84
		Total for Check: 108955	\$3,946.84
KATHLEEN W BONO CSR			
205908	A-18-2016 HEARING ATTEND	7353	\$1,013.00
		Total for Check: 108956	\$1,013.00
KATHY T KRUEGER			
205907	ACCOUNTING SERVICES	01312017	\$1,552.50
		Total for Check: 108957	\$1,552.50
KENNA BUILDERS			
206036	STMWR BD 25 E 6TH	22291	\$8,755.00
		Total for Check: 108958	\$8,755.00
KLEIN, THORPE, JENKINS LTD			
205968	LEGAL FEES	184779	\$18,518.20
		Total for Check: 108959	\$18,518.20
KOCHARI, SAMUEL			
206044	OVERPAID ON CLOSED ACCT	01162017	\$139.14
		Total for Check: 108960	\$139.14
KROESCHELL SERVICE, INC			
205946	HVAC EQUIPMENT REPAIR	56753	\$444.00
206079	VEECK CSO HEATER	56752	\$296.00
		Total for Check: 108961	\$740.00
LAKIC, ZAKLINA			
205994	CONT BD 711 JUSTINA	22960	\$10,000.00
		Total for Check: 108962	\$10,000.00
LAKIC, ZAKLINA			
206026	CONT BD 711 JUSTINA	22347	\$1,300.00
		Total for Check: 108963	\$1,300.00
LAMANTIA DESIGN			
206023	CONT BD	23684	\$3,250.00
		Total for Check: 108964	\$3,250.00
LAMANTIA DESIGN			
206024	CONT BD 20 E OGDEN	23307	\$9,250.00
		Total for Check: 108965	\$9,250.00
LAMANTIA DESIGN			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
206025	CONT BD 20 E OGDEN AVE	23475	\$500.00
		Total for Check: 108966	\$500.00
LAROCQUE, JOHN			
206043	OVERPAID FINAL WATER BILL	01042017	\$64.97
		Total for Check: 108967	\$64.97
LIFELINE SCREENING			
206038	KLM SECURITY DEPOSIT	EN170120	\$250.00
		Total for Check: 108968	\$250.00
LIPKE KENTEX HESSE, INC			
205928	LAUNDRY SOAP/SOFTNER	524714	\$360.67
		Total for Check: 108969	\$360.67
LISPARDO COMPANIES			
205987	CONT BD 908 N ELM	23303	\$12,000.00
		Total for Check: 108970	\$12,000.00
LOTKA, KIM			
206083	REIMBURSEMENT TREE PLANT	1839038	\$520.00
		Total for Check: 108971	\$520.00
LYNCH, THOMAS			
206041	OVERPAID FINAL ACCOUNT	01202017	\$129.85
		Total for Check: 108972	\$129.85
MAGIC OF GARY KANTOR			
205915	CLASS INSTRUCT. REIMBURSE	01202017	\$56.00
		Total for Check: 108973	\$56.00
MARINACCIO, ANTHONY			
206000	CONT BD 125 S MADISON	23237	\$10,000.00
		Total for Check: 108974	\$10,000.00
MARINACCIO, ANTHONY			
206006	ST MGMT 125 S MADISON	23234	\$3,000.00
		Total for Check: 108975	\$3,000.00
MCCANN INDUSTRIES, INC			
206137	BACKHOE REPAIR W/ CREDIT	07214350	\$847.12-
206137	BACKHOE REPAIR W/ CREDIT	07214350	\$3,196.12
		Total for Check: 108976	\$2,349.00
MCGINNIS, ROBERT			
205947	ICC CERTIFICATION RENEWAL	01162017	\$120.00
		Total for Check: 108977	\$120.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
MCMMASTER-CARR			
205942	ARC FLASH PPE	97128663	\$406.92
206093	VH REPLACE GRATE	86950641	\$847.12
Total for Check: 108978			\$1,254.04
MENARDS			
205880	SWITCHES FOR LODGE	57029	\$113.94
205881	MISC TOOLS	57030	\$53.72
205882	CRYSTAL BURST PACKS	57890	\$13.94
205883	MISC TOOLS	57891	\$330.19
205884	BIN IN YARD	57983	\$596.84
205885	TOOL DRILL BITS	57983	\$47.54
205886	TRASH BAGS HOLIDAY TENT	54591	\$27.94
205887	CANS FOR HOLIDAY TENT	54588	\$49.00
205888	INSULATION FOR VEECK CSO	54588	\$83.00
205889	SWITCHES LED LIGHTS KLM	54814	\$85.20
205890	MISC	54815	\$34.47
205891	REPLACE AIR FEED	55530	\$93.18
206151	RAKE, SHOVEL, AND WIRE	53159	\$178.56
206151	RAKE, SHOVEL, AND WIRE	53159	\$59.97
206151	RAKE, SHOVEL, AND WIRE	53159	\$59.88
Total for Check: 108979			\$1,827.37
MICRO CENTER A/R			
205897	MISC COMPUTER SUPPLIES	4071731	\$33.97
205898	MISC COMPUTER SUPPLIES	4065673	\$114.97
205899	CABLES AND ADAPTERS	4098528	\$135.92
Total for Check: 108980			\$284.86
MILLER, CHAD			
206037	KLM SECURITY DEPOSIT	EN161231	\$500.00
Total for Check: 108981			\$500.00
MINER ELECTRONICS			
206057	REPAIR CAMERA SYSTEM #42	261881	\$480.43
206058	INSTALL DUAL ANTENNA #46	262231	\$250.00
206059	REPAIR CONTROL HEAD #40	262229	\$343.05
Total for Check: 108982			\$1,073.48
MORRIS, SCOTT			
206075	OVERPAID FINAL WATER ACCT	01302017	\$306.79
Total for Check: 108983			\$306.79
MOTOROLA SOLUTIONS			
206060	JANUARY STARCOM FEE	27056113016	\$34.00
Total for Check: 108984			\$34.00
MURPHYS CONTRACTORS			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
206076	PARTS FOR ROLLER ON #73	186242	\$100.20
Total for Check: 108985			\$100.20
NAPA AUTO PARTS			
205954	COOLER LINES	473545	\$30.69
205955	FILTER STOCK ORDER	472927	\$5.88
205955	FILTER STOCK ORDER	472927	\$19.14
205955	FILTER STOCK ORDER	472927	\$26.07
205955	FILTER STOCK ORDER	472927	\$69.44
205955	FILTER STOCK ORDER	472927	\$78.72
205955	FILTER STOCK ORDER	472927	\$5.33
205955	FILTER STOCK ORDER	472927	\$5.23
206077	PLASTIC TRIM CLIPS #92	474406	\$4.56
Total for Check: 108986			\$245.06
NEOPOST USA INC			
206150	POSTAGE LEASE	N6342086	\$435.00
Total for Check: 108987			\$435.00
NEUCO INC			
206103	CO2 RENTAL TANK	51139378	\$37.30
Total for Check: 108988			\$37.30
NICK SKOKNA			
206199	PADDLE COURT CLEANING	01242017	\$1,000.00
Total for Check: 108989			\$1,000.00
NICOR GAS			
205910	PLATFORM TENNIS	06677356575	\$1,132.10
205911	5905 S COUNTYLINE	12985110000	\$342.41
Total for Check: 108990			\$1,474.51
NORMANDY BUILDERS			
206018	CONT BD 627 N LINCOLN	23666	\$2,000.00
Total for Check: 108991			\$2,000.00
PADDLE IN THE PARKS			
206187	COURT MANAGEMENT	12312017	\$1,071.42
Total for Check: 108992			\$1,071.42
PALMETTO LINEN			
205913	POOL SHOWER CURTAINS	0526122-IN	\$270.00
Total for Check: 108993			\$270.00
PARAMOUNT CONTRACT SERV.			
206022	CONT BD 38 E FIRST	23866	\$5,000.00
Total for Check: 108994			\$5,000.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
PERSONNEL STRATEGIES LLC			
206051	ASSESSMENT CENTER 1/10/17	01172017	\$2,000.00
		Total for Check: 108995	\$2,000.00
PIRRERA, CHRISTOPHER			
206032	STMWR BD 7119 S ADAMS	22572	\$6,720.00
		Total for Check: 108996	\$6,720.00
PLATINUM POOLCARE AQUATEC			
206019	CONT BD 740 S COUNTLINE	23720	\$3,000.00
		Total for Check: 108997	\$3,000.00
PREMIER LANDSCAPE			
206014	CONT BD 118 E THIRD	23733	\$500.00
206016	CONT BD 120N GARFIELD	23757	\$750.00
		Total for Check: 108998	\$1,250.00
PREMIUM HOME INVESTMENTS			
206017	CONT BD 208 RAVINE	23712	\$4,000.00
		Total for Check: 108999	\$4,000.00
PRESCIENT SOLUTIONS INC			
205917	MONTHLY IT FEES	0117040	\$14,666.66
		Total for Check: 109000	\$14,666.66
PROVEN BUSINESS SYSTEMS			
205918	COPIER	360281	\$1,083.33
205918	COPIER	360281	\$1,083.33
205918	COPIER	360281	\$541.67
205918	COPIER	360281	\$541.67
205921	PD COPIER REPAIR	362389	\$175.00
205922	COPIER MAINT/COLOR FEES	359052	\$32.66
205922	COPIER MAINT/COLOR FEES	359052	\$164.68
205922	COPIER MAINT/COLOR FEES	359052	\$321.60
		Total for Check: 109001	\$3,943.94
RALLO, DOMINICK			
206031	DOUBLE PAYMENT	011317	\$150.00
		Total for Check: 109002	\$150.00
RAY O'HERRON CO INC			
206194	UNIFORMS	1703139-IN	\$105.09
206197	UNIFORMS	1703138-IN	\$22.49
		Total for Check: 109003	\$127.58
REBRAG INC			
205984	ST MGMT 5635 S OAK	23247	\$3,000.00
		Total for Check: 109004	\$3,000.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
RECG LLC			
206027	STMWR BD 224 S ADAMS	22278	\$5,533.00
		Total for Check: 109005	\$5,533.00
RED WING SHOE STORE			
205953	STATION BOOTS	10-FDS045	\$458.96
205962	UNIFORM ALLOWANCE	00000004-045	\$274.49
		Total for Check: 109006	\$733.45
REMODELING IN STYLE INC			
206015	CONT BD 20 W HINSDALE	23208	\$3,000.00
		Total for Check: 109007	\$3,000.00
RICH ROEHN			
205960	SNOW AND ICE OT MEALS	01162017	\$89.60
		Total for Check: 109008	\$89.60
RYDIN SIGN & DECAL			
205967	VEHICLE STICKERS 2017-18	327340	\$2,107.76
		Total for Check: 109009	\$2,107.76
SAFETY-KLEEN SYSTEMS, INC			
205939	PARTS CLEANER	72148514	\$189.81
		Total for Check: 109010	\$189.81
SERVICE FORMS & GRAPHICS			
206192	FORMS	159512	\$80.18
206193	FORMS	159511	\$1,515.02
		Total for Check: 109011	\$1,595.20
SEYFARTH SHAW LLP			
205972	LEGAL	2734555	\$196.50
		Total for Check: 109012	\$196.50
SHI INTERNATIONAL CORP			
205920	NETWORK FILTER/ACHIVING	B05870886	\$2,011.00
		Total for Check: 109013	\$2,011.00
SHUTACK, ROBERT			
206009	CONT BD 111 PRINCETON	23858	\$2,000.00
		Total for Check: 109014	\$2,000.00
SHUTACK, ROBERT			
206011	CONT BD 111 PRINCETON	23555	\$10,000.00
		Total for Check: 109015	\$10,000.00
SILVERLAND HOMES			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
206004	ST MGMT 811 N OAK	22860	\$3,000.00
		Total for Check: 109016	\$3,000.00
SINGLA, ATUL			
206001	CONT BD 136 N MONROE	23596	\$3,000.00
		Total for Check: 109017	\$3,000.00
SIRCHIE			
206052	EVIDENCE TUBES FOR NEEDLE	0284801-IN	\$65.50
		Total for Check: 109018	\$65.50
SOUND INCORPORATED			
206170	REPAIR CAMERA HIGHLANDS	D1316698	\$1,048.00
		Total for Check: 109019	\$1,048.00
STARK, JAMES			
205997	CONT BD 206 S MADISON	22934	\$500.00
		Total for Check: 109020	\$500.00
STERLING CODIFIERS INC			
205902	2017 HOSTING FEE	18611	\$500.00
		Total for Check: 109021	\$500.00
STRYKER SALES CORP			
205926	BATTERY FOR POWER COT	2082990M	\$364.16
205949	POWER COT BATTERY	2082028M	\$364.16
		Total for Check: 109022	\$728.32
TATE ENTERPRISES			
206021	CONT BD 832 S THURLOW	23194	\$4,000.00
		Total for Check: 109023	\$4,000.00
TED'S BUILDERS INC			
206034	STMWR BD 407 N QUINCY	22329	\$7,701.00
		Total for Check: 109024	\$7,701.00
THE HINSDALEAN			
205903	PLAN COMISSION A-40-2016	46707	\$291.20
205904	PLAN COMMISSION A-38-2016	46709	\$214.40
205905	HISTORIC PRES. H-08-2016	46711	\$182.40
205906	HISTORIC PRES. H-09-2016	46710	\$179.20
		Total for Check: 109025	\$867.20
THE LAW OFFICES OF			
206154	LEGAL	H 1-18-2017	\$100.00
		Total for Check: 109026	\$100.00
TOMEI, MARGARET			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
206049	CONT BD 211 N LINCOLN	23739	\$500.00
		Total for Check: 109027	\$500.00
TRAFFIC CONTROL & PROTECT			
205961	SIGN HARDWARE	88690	\$186.45
		Total for Check: 109028	\$186.45
TRANE			
205944	HVAC FILTERS VH	1912614	\$146.52
206054	FILTER REPLACEMENT HVAC	1947896	\$47.52
206054	FILTER REPLACEMENT HVAC	1947896	\$47.52
		Total for Check: 109029	\$241.56
TRESSLER, LLP			
205963	LEGAL	378656	\$1,500.00
		Total for Check: 109030	\$1,500.00
U S POSTAL SERVICE			
205893	STANDARD MAIL PERMIT #137	01202017	\$225.00
205894	BRM PERMIT	12202016-2	\$225.00
205895	BRM ANNUAL MAINTENANCE	12202016	\$685.00
206074	MAIL MACHINE POSTAGE	01302017	\$3,000.00
		Total for Check: 109031	\$4,135.00
UNIQUE APPAREL SOLUTIONS			
205929	UNIFORMS	38704	\$324.00
205930	UNIFORMS	38644	\$38.00
205931	UNIFORMS	38635	\$84.00
205932	UNIFORMS	38496	\$102.00
205933	UNIFORMS	38473	\$86.00
205934	UNIFORMS	38381	\$68.00
205951	UNIFORMS	39108	\$636.00
205952	UNIFORMS	39107	\$432.00
206067	UNIFORMS	38408	\$76.00
206068	UNIFORMS	39365	\$190.00
		Total for Check: 109032	\$2,036.00
US GAS			
206064	MEDICAL OXYGEN	270266	\$66.70
		Total for Check: 109033	\$66.70
VAN METER & ASSOCIATES			
205936	APPLIED LEADERSHIP PRINC.	00-21003	\$175.00
		Total for Check: 109034	\$175.00
VERIZON WIRELESS			
206069	MDT CARDS/I-PAD	9777796918	\$393.38
206069	MDT CARDS/I-PAD	9777796918	\$213.08

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 109035	\$606.46
WAREHOUSE DIRECT INC			
205912	KLM COFFEE SUPPLIES	3337953-0	\$128.46
205935	OFFICE SUPPLIES/INK CART	3330471-0	\$231.57
205957	PLANNER AND NOTEBOOK	3330493-0	\$25.89
205958	BRIEF CASE ORGANIZER	3336564-0	\$28.59
206066	MISC OFFICE SUPPLIES	3342925	\$159.84
206186	PAPER	3342088-0	\$124.50
206189	OFFICE SUPPLIES	3329802-0	\$133.75
206189	OFFICE SUPPLIES	3329802-0	\$9.58
206189	OFFICE SUPPLIES	3329802-0	\$10.40
206195	OFFICE SUPPLIES	3340835-0	\$106.22
206196	OFFICE SUPPLIES	3337047-0	\$254.88
		Total for Check: 109036	\$1,213.68
WARREN OIL COMPANY			
205974	FUEL	W1028874	\$5,658.02
205974	FUEL	W1028874	\$12,960.86
		Total for Check: 109037	\$18,618.88
WESCON UNDERGROUND			
206102	EXTRA 5 HRS OF WORK	16167	\$1,000.00
		Total for Check: 109038	\$1,000.00
WILLOWBROOK FORD INC			
206092	REAR BRAKE BRACKETS #845	5121073	\$46.06
		Total for Check: 109039	\$46.06
YOUNGMAN, JAKE			
205916	BROADCAST TECH	1252017	\$450.50
		Total for Check: 109040	\$450.50
ILCMA			
205966	RECORDS CLERK JOB POSTING	711	\$50.00
		Total for Check: 109041	\$50.00
SECRETARY OF STATE			
205896	VEHICLE SEIZURES	11142016	\$95.00
205896	VEHICLE SEIZURES	11142016	\$95.00
205896	VEHICLE SEIZURES	11142016	\$95.00
		Total for Check: 109042	\$285.00
SECRETARY OF STATE			
206062	TITLE FOR NEW SQUAD	1202017	\$95.00
		Total for Check: 109043	\$95.00
SECRETARY OF STATE			

Run date: 02-FEB-17

Village of Hinsdale

Page: 18

WARRANT REGISTER: 1621

DATE: 02/07/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
206063	TITLE FOR NEW SQUAD	01202017	\$95.00
		Total for Check: 109044	\$95.00

REPORT TOTAL \$431,479.94

END OF REPORT

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Consent Agenda - ACA

SUBJECT: Historic Preservation Commission Membership

MEETING DATE: February 7, 2017

FROM: Christine Bruton, Village Clerk

Recommended Motion

Approve an Ordinance Amending Title 2 (Boards and Commissions), Chapter 12 (Historic Preservation Commission), Relative to Historic Preservation Commission Membership

Background

In May 2012, the Board approved Ordinance O2012-23 that reduced the number of members on the Historic Preservation Commission (HPC) from ten (10) to five (5). This was recommended by the Commission Chair and staff due to difficulty establishing meeting quorums. At the time of adoption, it was noted that a future Board could revisit the composition of the HPC if necessary.

Discussion & Recommendation

The Chair of the Historic Preservation Commission has communicated to staff that although the commission currently has a full membership of five (5), this does not effectively allow the commission to address their responsibilities as outlined in the code, particularly if one of the members is unable to attend a meeting. Staff agrees that with a better understanding of the capacity of the commission to fulfill all of the responsibilities specified in the code, it would be prudent to increase the number of members to seven (7).

HPC has received an application from another qualified resident who would like to serve on the commission, and could be appointed if the Board agrees to amend the code as recommended.

Budget Impact

N/A

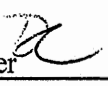

Village Board and/or Committee Action

At its meeting of January 24, 2017, the Village Board unanimously agreed to move this item forward for approval on the Consent Agenda of their next meeting.

Documents Attached

1. Request for Board Action (RBA) from May 2012
2. Draft Ordinance

DATE May 9, 2012

AGENDA		ORIGINATING		
SECTION <u>ACA</u>		DEPARTMENT <u>Administration</u>		
ITEM <u>Ordinance Reducing Historic Preservation Commission to 5 Members</u>		APPROVED <u>David C. Cook</u> Village Manager 		
<p>Attached is an ordinance that reduces the membership of the Historic Preservation Commission ("HPC") to 5 members from the current 10 members (including student member). This change has been requested by the new Chairman of the HPC as well as current members to ensure they have enough members present at meetings to have a quorum which has been a constant issue for the HPC. Should interest in the HPC increase in the future, the Board could revisit the composition of the HPC.</p> <p>Motion: To move approval of "An ordinance Amending Title 2 (Boards and Commissions), Chapter 12 (Historic Preservation Commission), Relative to Historic Preservation Commission Membership"</p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. O2017-____

AN ORDINANCE AMENDING TITLE 2 (BOARDS AND COMMISSIONS), CHAPTER 12 (HISTORIC PRESERVATION COMMISSION), RELATIVE TO HISTORIC PRESERVATION COMMISSION MEMBERSHIP

WHEREAS, the President and Board of Trustees find that changes to the number of members of the Village of Hinsdale's Historic Preservation Commission and other changes related to membership on said Commission, as set forth below, are in the best interests of the Village.

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

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

SECTION 2: Title 2 (Boards and Commissions), Chapter 12 (Historic Preservation Commission), Section 2 (Members; Terms; Officers), Subsections A (Appointment and Qualifications) and B (Term and Compensation) are hereby amended to read in their entirety as follows:

"A. Appointment And Qualifications: The commission shall consist of ~~five~~ seven (5 7) members appointed by the village president, with the advice and consent of the board of trustees. All commissioners shall be residents of the village. Commissioners shall be appointed on the basis of expertise, experience, or interest in historic preservation or architectural history, building construction or engineering, architecture or landscaping, finance, neighborhood organization, or real estate, with consideration given to appointment of residents of a variety of geographic areas within the village.

SECTION 3: Title 2 (Boards and Commissions), Chapter 12 (Historic Preservation Commission), Section 3 (Quorum; Voting), Subsection A (Quorum and Necessary Vote), is hereby amended by striking the term "three (3)" and replacing it with "four (4)" and by striking the term "seven (7)" and replacing it with "four (4)".

SECTION 4: Title 2 (Boards and Commissions), Chapter 12 (Historic Preservation Commission), Section 4 (Meetings; Hearing; Procedures), Subsection A (Regular and Special Meetings) is hereby amended by striking the term "two (2)" and replacing it with "three (3)".

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 pamphlet form in the manner provided by law.

PASSED this _____ day of _____ 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2017, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Second Reading – ACA

SUBJECT: Amendment to Class A of Village of Hinsdale Liquor Code

MEETING DATE: February 7, 2017

FROM: Brad Bloom, AVM/DPS
Emily Wagner, Administration Manager
Christine Bruton, Village Clerk

Recommended Motion

Approve an Ordinance Amending Title 3, Chapter 3 of the Village Code of Hinsdale Related to Classification and Number of Liquor Licenses

Background

As you will recall, at the January 24, 2017, Village Board meeting the Village Board considered a request from the Village Cellar located at 24 W. First Street to amend its current liquor license classification to allow for the consumption of alcoholic liquor on the premises. Part of the discussion included what appears to be a growing industry trend to serve beverages like bourbon, scotch and whiskey. In speaking with the applicant, Mr. Mark Maritote, he indicated that the wine industry has ebbed, and dark liquors are increasing in popularity. Additionally, the applicant indicated that no mixed drinks would be served, and the aforementioned liquors would be served either “straight” or “on the rocks” for customers. This new addition to his business would supplement his business model.

The Village Cellar currently has an A3 liquor license – Packaged Sales at Boutiques and as such may only dispense wine and beer for consumption on the premises in addition to the package sales already included in the A3 category. The proposed ordinance would create a new subcategory specifically allowing Boutiques to dispense all alcoholic liquors on premises.

Please note that the Village Code allows all Class A license holders, except gas stations, to offer and dispense complimentary tastings of alcoholic liquor for their customers for consumption on the premises. “Tasting” is defined as a supervised presentation of alcoholic products to the public at Class A licensed premises for the purpose of disseminating product information and education, with consumption of alcoholic products being an incidental part thereof. Up to three (3) samples, consisting or no more than: 1) one-fourth (1/4) ounce of distilled spirits, 2) one ounce of wine, or 3) two (2) ounces of beer may be served to a consumer in one day.

Discussion & Recommendation

If the Board is amenable to this request, Section 3-3-11(A)(2) would be amended as illustrated on the attached ordinance. Two options of the ordinance are included for your consideration. The first ordinance limits the amount of alcoholic spirits that could be consumed in one day to not more than 3 ounces per person and the second ordinance option contains no limitations.

Budget Impact

N/A

Village Board and/or Committee Action

The Board raised several questions and expressed concerns regarding the consumption of alcoholic liquor in the Package Sales Boutiques category. The Board also requested to hear from the applicant during the second reading. The applicant, Mr. Maritote, will be present for the second reading.

Documents Attached

1. Attorney opinion regarding Village Board authority to issue liquor licenses
2. Two proposed ordinances
 - a. Limit amount of alcoholic spirits that could be consumed in one day to no more than 3 ounces per person
 - b. No limitations regarding alcoholic spirit consumption
3. Packet of information pertaining to the Village liquor code from the January 27 edition of Manager's Notes



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

DD 312 984 6462
jaguisinger@ktjlaw.com

www.ktjlaw.com

PRIVILEGED AND CONFIDENTIAL ATTORNEY/CLIENT MEMORANDUM

TO: Bradley Bloom, Assistant Village Manager

FROM: Jason Guisinger

DATE: January 31, 2017

RE: Allowing Sale of Whiskey By Class A(3) Liquor Licensee

Please accept this memorandum as a response to your request for a legal opinion regarding whether the Village has the authority to allow a Class A(3) liquor licensee to sell whiskey by the glass for consumption on the premises, in addition to beer and wine. The Village Board would like to structure this in a way that would allow it to review such requests on a case by case basis, rather than giving all Class A(3) licensees this right. Certainly, the Village has the authority to allow a current Class A(3) licensee to also sell whiskey by the glass for on premises consumption. The Village Board could also make this determination on a case by case basis. However, the Village Board would need to create a separate license classification by ordinance to do so.

Under the Illinois Liquor Control Act ("Act"), municipalities are authorized to regulate the sale, possession, distribution and use of alcoholic beverages and regulate all businesses engaged in these activities. 235 ILCS 5/2-1. The statutory basis for such local control is in Article IV of the Act and includes the power to establish the "number, kind and classification of licenses" for the sale of alcoholic liquor at retail. 235 ILCS 5/4-1, *et seq.* Of course, a liquor licensee is bound by the strictures of its particular license classification when offering alcoholic beverages for retail sale. Similarly, a municipality is without authority to allow a liquor licensee to operate outside of the regulations of a license classification.

For instance, the Village does not have the authority to allow a Class A(3) licensee to sell whiskey for on premises consumption, unless the Class A(3) classification is modified or a separate liquor license classification is established. It is my understanding that the Village Board desires to allow one current Class A(3) licensee to sell whiskey, but not others; thus, modifying the Class A(3) classification is not an option because all Class A(3) licensees would then have the right to sell whiskey by the glass.

Therefore, it would be necessary for the Village Board to create a new classification to allow a business who otherwise qualifies for a Class A(3) license to also sell whiskey by the glass for consumption on premises. This could be easily accomplished by amending the Village Code to create, for example, a "Class A(4)" license classification, which would be identical to the Class A(3) license, except it would also allow the sale of whiskey for consumption by the glass. The Village Board would then establish one Class A(4) license and issue it to the desired business. If a similarly situated business wanted to also sell whiskey by the glass for on premises consumption, the Village could simply inform the business that no such license is available.

This leads to the second part of your question, i.e., whether the Village can authorize one business to sell whiskey by the glass for on premises consumption, but deny a similarly situated business that right. The answer to this question is yes, as long as it is done through the Village Board's legislative authority to control the number of licenses available in a given classification. Indeed, the decision of the Village Board as to the number of liquor licenses available is a legislative decision that the courts will not generally question through judicial intervention. See *Oak Park National Bank v. Village of Broadview*, 27 Ill.2d 151 (1963); and *Wernikoff v. Vannemann*, 26 Ill.App.3d 715 (1st Dist. 1975). A plaintiff challenging such a legislative decision would be required to show that the Village had no rational basis for setting the number of licenses at a particular level. All that the Village would need to show in such a case is that it only desires the number of liquor establishments as authorized by ordinance. This would be enough to establish a rational basis for setting the number of available liquor licenses in a particular class at a certain level, assuming that there was no evidence of the decision being based on invidious discrimination.

However, if a liquor license is available in a particular class and the Local Liquor Commissioner decides not to grant the license to an applicant, "good cause" must be shown, and if an applicant meets the requirements of the ordinance, then a reviewing court will likely order that a license be granted.

Pursuant to Section 3-3-13 of the Village Code, the Village already engages in the control of liquor licenses by controlling the number of licenses available. Thus, in the event that the Village creates a new liquor license classification as discussed above, I would recommend that the Village Board only authorize the number of licenses to be issued. Then, if a new potential licensee approaches the Village, the Village Board could either make another license in the classification available and have it issued, or simply inform the applicant that no such license is available. Please let me know if you would like me to draft an ordinance creating a new liquor license classification as discussed above.

Please contact me with any questions.

cc: Kathleen Gargano, Village Manager
Emily Wagner, Administration Manager

VILLAGE OF HINSDALE
ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3 ("BUSINESS AND LICENSE REGULATIONS"), CHAPTER 3 ("LIQUOR CONTROL") OF THE VILLAGE CODE OF HINSDALE RELATED TO CLASSIFICATION AND NUMBER OF LIQUOR LICENSES

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

WHEREAS, among the alcoholic liquor regulations are classifications of liquor licenses established by Section 3-3-11 of the Village Code of Hinsdale; and

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

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interest of the Village and its residents to create a supplemental classification of liquor licenses authorizing an A3 licensee to offer spirits by the glass for consumption on the premises, and set the number of available licenses in said supplemental classification; and

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: Title 3 ("Business and License Regulations"), Chapter 3 ("Liquor Control"), Section 3-3-11 ("Classification of Local Liquor Licenses"), is hereby amended by adding a new Subsection 3-3-11(A)(2)(e), to read in its entirety as follows:

- "e. Class A5 – Supplemental License for Consumption of Spirits on the Premises of Boutique: A class A5 liquor license shall be a supplemental license that authorizes a holder of an A3 liquor license to sell and dispense to customers single servings of spirits, in addition to premium beer and wine, for consumption on the premises. For purposes of this Subsection, a "single serving" of spirits shall be defined as 1.5 ounces of spirits. A class A5 licensee is subject to all of the conditions and qualifications of an A3 licensee under this Section including, without limitation, that all

consumption of alcoholic liquor shall be discontinued within thirty (30) minutes after closing hours. An A5 licensee shall not serve more than two (2) single servings of spirits to any individual customer in one (1) day."

Section 2: Title 3 ("Business and License Regulations"), Chapter 3 ("Liquor Control"), Subsection 3-3-12(B) is hereby amended by adding a new row to the class "A – Packaged Sales" columns, to read as follows:

"License	Fee
A5 – Boutique Spirit Consumption	Add \$500.00 to A3 category annually"

Section 3: Title 3 ("Business and License Regulations"), Chapter 3 ("Liquor Control"), Subsection 3-3-13(A) ("Number of Licenses"), is hereby amended by adding a new row between the current "A4 packaged sales – consumption" row and the "B1 restaurant – beer/wine" row, as follows:

"Class	Number of Licenses
A5 – Boutique Spirit Consumption	0"

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this ____ day of _____ 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2017.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____
AN ORDINANCE AMENDING TITLE 3 ("BUSINESS AND LICENSE
REGULATIONS"), CHAPTER 3 ("LIQUOR CONTROL") OF THE VILLAGE CODE OF
HINSDALE RELATED TO CLASSIFICATION AND NUMBER OF LIQUOR LICENSES

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ___ day of _____, 2017, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ___ day of _____, 2017.

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

AYES: _____
NAYS: _____
ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ___ day of _____, 2017.

Village Clerk

[SEAL]

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3 ("BUSINESS AND LICENSE REGULATIONS"), CHAPTER 3 ("LIQUOR CONTROL") OF THE VILLAGE CODE OF HINSDALE RELATED TO CLASSIFICATION AND NUMBER OF LIQUOR LICENSES

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

WHEREAS, among the alcoholic liquor regulations are classifications of liquor licenses established by Section 3-3-11 of the Village Code of Hinsdale; and

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

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interest of the Village and its residents to create a supplemental classification of liquor licenses authorizing an A3 licensee to offer spirits by the glass for consumption on the premises, and set the number of available licenses in said supplemental classification; and

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: Title 3 ("Business and License Regulations"), Chapter 3 ("Liquor Control"), Section 3-3-11 ("Classification of Local Liquor Licenses"), is hereby amended by adding a new Subsection 3-3-11(A)(2)(e), to read in its entirety as follows:

- "e. Class A5 – Supplemental License for Consumption of Spirits on the Premises of Boutique: A class A5 liquor license shall be a supplemental license that authorizes a holder of an A3 liquor license to sell and dispense to customers single servings of spirits, in addition to premium beer and wine, for consumption on the premises. For purposes of this Subsection, a "single serving" of spirits shall be defined as 1.5 ounces of spirits. A class A5 licensee is subject to all of the conditions and qualifications of an A3 licensee

under this Section including, without limitation, that all consumption of alcoholic liquor shall be discontinued within thirty (30) minutes after closing hours."

Section 2: Title 3 ("Business and License Regulations"), Chapter 3 ("Liquor Control"), Subsection 3-3-12(B) is hereby amended by adding a new row to the class "A – Packaged Sales" columns, to read as follows:

"License	Fee
A5 – Boutique Spirit Consumption	Add \$500.00 to A3 category annually"

Section 3: Title 3 ("Business and License Regulations"), Chapter 3 ("Liquor Control"), Subsection 3-3-13(A) ("Number of Licenses"), is hereby amended by adding a new row between the current "A4 packaged sales – consumption" row and the "B1 restaurant – beer/wine" row, as follows:

"Class	Number of Licenses
A5 – Boutique Spirit Consumption	0"

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this ____ day of _____ 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2017.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____
AN ORDINANCE AMENDING TITLE 3 ("BUSINESS AND LICENSE
REGULATIONS"), CHAPTER 3 ("LIQUOR CONTROL") OF THE VILLAGE CODE OF
HINSDALE RELATED TO CLASSIFICATION AND NUMBER OF LIQUOR LICENSES

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ___ day of _____, 2017, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ___ day of _____, 2017.

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

AYES: _____
NAYS: _____
ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ___ day of _____, 2017.

Village Clerk

[SEAL]



MEMORANDUM

DATE: January 27, 2017

TO: Kathleen A. Gargano, Village Manager
Brad Bloom, AVM/DPS

FROM: Emily Wagner, Administration Manager

CC: President Cauley and the Village Board of Trustees

RE: Liquor Code Update

At the January 24 Village Board meeting, the Village Board reviewed a request from The Wine Cellar, 24 E. Chicago Ave., to allow for the onsite consumption of alcoholic spirits in addition to currently allowing for the onsite consumption of premium wine and beer.

As a result of this discussion, staff has assembled the attached information for your review:

- A municipal survey regarding how other municipalities address the consumption of alcoholic liquors in the wine store/boutique category.
- The fee schedule.
- A list of the current license holders and respective license category.
- The Village Code: Chapter 3 – Liquor Control

In summary, of the 10 communities surveyed, three municipalities allow for the onsite consumption of alcoholic liquors in wine stores/boutique shops, four municipalities do not allow for onsite consumption of alcoholic liquors in wine stores/boutique shops, and three municipalities do not address the category at all.

To confirm, please note that all Class A license holders, except gas stations, may offer and dispense complimentary tastings of alcoholic liquor for their customers for consumption on the premises. A "Tasting" is defined as a supervised presentation of alcoholic products to the public at Class A licensed premises for the purpose of disseminating product information and education, with consumption of alcoholic products being an incidental part thereof. Up to three samples, consisting of no more than: 1) one-fourth ($\frac{1}{4}$) ounce of distilled spirits, 2) one ounce of wine, or 3) two ounces of beer may be served to a consumer in one day.

Staff has contacted the requestor in advance of the second reading of this item to confirm his attendance at the February 7 Village Board meeting.

Liquor Classes & Details	Barrington Population 10,361	Burr Ridge 10,749	Geneva 21,694	Glen Ellyn 27,761	La Grange 15,732	River Forest 11,210	Western Springs 13,171	Wheaton 53,648	Willowbrook 8,649	Wilmette 27,363	Hinsdale 17,261
Dining/Restaurant/Bar	Full service restaurants allow spirits by glass	Full service restaurants allow spirits by glass	Full service restaurants allow spirits by glass	Full service restaurants allow spirits by glass	Full service restaurants allow spirits by glass	Full service restaurants allow spirits by glass	Full service restaurants allow spirits by glass	Full service restaurants allow spirits by glass	Full service restaurants allow spirits by glass	Full service restaurants allow spirits by glass	Class B2 Restaurant License
Boutique/Wine Bar	Yes, allows the sale of alcoholic liquor for consumption on the premises where sold when served or poured by an employee of the licensee; also permits the sale of alcoholic liquor for consumption off the premises where sold, but the principal business of the licensee shall be and remain the sale of wine, although the sale of other alcoholic liquors may also occur	Yes, permits the sale of any and all alcoholic liquor provided the liquor is sold only in its original package and not for consumption on the premises where sold; also permits the tasting of wine or other alcoholic liquor, as an ancillary part of the primary business of selling liquor. The number of such tastings may be limited by the local liquor control commissioner, in his/her discretion.	Yes, a wine sampling license shall authorize a licensee to conduct product sampling for consumption; up to 3 samples, consisting of no more than (i) one-fourth (¼) ounce of distilled spirits, (ii) 1 ounce of wine, or (iii) 2 ounces of beer may be served to a consumer in 1 day.	No, does not allow consumption of spirits, sale and tastings of only wine, beer and champagne	No, does not allow consumption of spirits, sale and tastings of only wine, beer and champagne	No applicable category	No, does not allow consumption of spirits; sale and tastings of only wine, beer and champagne	No applicable category	No applicable category	No, does not allow consumption of spirits; sale and tastings of only wine, beer and champagne	Proposed supplemental A4 license

LICENSE CLASSES & FEE SCHEDULE:
--

Class	Description	Annual Fee
	Initial Application (one-time fee)	\$500
A	Packaged Sales	
A1	Beer/Wine	\$2,500
A2	Liquor/Beer/Wine	\$3,000
A3	Boutique	\$1,250
A4	Consumption	\$500
B	Restaurant	
B1	Beer/Wine	\$2,000
B2	Liquor/Beer/Wine	\$3,000
B3	B.Y.O.B.	\$1,000
B4	Packaged Sales	\$500
C	Personal Services	\$2,000
D	Special Events	
D1	Annual	\$750
D2	Single/One-Time	\$100

2017 Liquor License Renewal List

CLASS	BUSINESS	ADDRESS	FEE
A1	BP Amoco - Pride of Hinsdale	149 E. Ogden Ave.	\$ 2,500.00
A1	Hinsdale Food Mart	5827 S. Madison St.	\$ 2,500.00
A1	Shell Food Mart	210 E. Ogden Ave.	\$ 2,500.00
A1	Walgreens #01670	15 Grant Square	\$ 2,500.00
A2	Whole Foods Market	500 E. Ogden Ave.	\$ 3,000.00
A3	Hinsdale Wine Shop	12 E. Hinsdale Ave.	\$ 1,250.00
A3	Vendemmia Wine & Spirits, Inc.	24 W. Chicago Ave.	\$ 1,250.00
B1	Baldinelli Pizza	114 S. Washington	\$ 2,000.00
B1	Giuliano's Pizza, Inc.	40 Village Place	\$ 2,000.00
B2	Casa Margarita	25 E. Hinsdale	\$ 3,000.00
B4	Casa Margarita	25 E. Hinsdale	\$ 500.00
B2	Cine Restaurante	29 E. 1st St.	\$ 3,000.00
B2	Fox's on York	777 N. York Rd.	\$ 3,000.00
B2	Fuller House	35 E. First St.	\$ 3,000.00
B2	Hua Ting Restaurant	777 N. York Rd. #18	\$ 3,000.00
B2	Il Poggiolo	8 E. First St.	\$ 3,000.00
B2	Jade Dragon, Inc.	43 S. Washington St.	\$ 3,000.00
B2	Nabuki	18 E. First St.	\$ 3,000.00
B2	Wild Ginger	44 S. Washington Street	\$ 3,000.00
B2	Vistro	112 S. Washington Street	\$ 3,000.00
B4	Vistro	112 S. Washington Street	\$ 500.00
C	Ten Friends Blows Dry & Style	11 E. First Street	\$ 2,000.00
C	Trunk Club	30 E. Hinsdale	\$ 2,000.00
D1	Hinsdale Chamber of Commerce	22 E. First Street	\$ 750.00
D1	Hinsdale Public Library	20 E. Maple Street	\$ 750.00
D1	The Community House	415 W. Eighth St.	\$ 750.00
			\$ 56,750.00

Chapter 3

LIQUOR CONTROL

3-3-1: TITLE:

The provisions of this chapter may be cited and referred to as the *HINSDALE LIQUOR CONTROL ORDINANCE*. (Ord. O2015-54, 12-8-2015)

3-3-2: PURPOSE:

- A. Purpose: It is the policy of the village to regulate the sale of alcoholic liquor as set forth in this chapter. Further, it is the policy of the village to limit the purchase, consumption, or possession of alcoholic liquor to persons to prevent the abuse of alcoholic liquor.
- B. Construction Of Chapter: This chapter shall be liberally construed so that the public health, safety, and welfare shall be protected and temperance in the consumption of alcoholic liquor shall be fostered and promoted by sound and careful control and regulation of the sale, consumption, and distribution of alcoholic liquors. (Ord. O2015-54, 12-8-2015)

3-3-3: DEFINITIONS:

Whenever the following words or terms are used in this chapter, they shall have the meanings ascribed to them in this section. The village adopts and incorporates all of the definitions in the Illinois liquor control act of 1934, and has restated some of the definitions in this section. Should the state of Illinois revise its definitions under the liquor control act of 1934, then the revised definitions shall supersede the definitions listed below.

ALCOHOL: The product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. Alcohol does not include denatured alcohol or wood alcohol.

ALCOHOLIC LIQUOR: Any alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being containing more than one-half of one percent (0.5%) of alcohol by volume.

APPLICANT: An individual, partnership, corporation, limited liability company, or not for profit organization which seeks to be licensed under the provisions of this chapter. In the case of a "not for profit organization" defined herein, applicant shall mean the officers, directors and person operating as manager, and in the case of a corporation, it shall mean the officers, directors, all persons owning

directly or beneficially more than five percent (5%) of the stock of such corporation and the person operating as manager of the premises. In the case of a partnership, applicant shall mean all of the partners and the person operating as manager.

BASSET PROGRAM: Any beverage alcohol sellers and servers education and training (BASSET) program licensed by the state of Illinois liquor control commission as authorized under the Illinois liquor control act of 1934, as amended, which educates sellers and servers of alcoholic beverages about the effects of alcohol and drug use and abuse and provides skill development techniques to address persons displaying problems associated with alcohol misuse or abuse.

BEER: A beverage obtained by the alcoholic fermentation of an infusion or concoction of barley or other grain, malt, and hops in water, and includes among other things beer, ale, stout, lager beer, porter, and the like.

CLUB: A corporation organized under the laws of this state, not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors, kept, used and maintained by its members through the payment of annual dues and owning, hiring or leasing a building or space in a building, of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests and provided with suitable and adequate kitchen and dining room space and equipment and maintaining a sufficient number of servants and employees for cooking, preparing and serving food and meals for its members and their guests; provided, that such club files with the commissioner at the time of its application for a license under this chapter, and within ten (10) days after an election of directors, two (2) copies of a list of names and residences of its board of directors, and, provided further, that its affairs and management are conducted by a board of directors, executive committee, or similar body chosen by the members at their annual meeting and that no member or any officer, agent or employee of the club is paid, or directly or indirectly receives in the form of salary or other compensation, any profits from the distribution or sale of alcoholic liquor to the club or the members of the club or its guests introduced by members, beyond the amount of such salary as may be fixed and voted at any annual meeting by the members or by its board of directors or other governing body out of the general revenue of the club.

COMMISSIONER: The Hinsdale liquor control commissioner, as designated in section [3-3-4](#) of this chapter.

HOTEL: Any building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which twenty five (25) or more rooms are used for the sleeping accommodations of such guests and having one or more public dining rooms where meals are served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or buildings in connection therewith and such building or buildings, structure or structures being provided with adequate and sanitary kitchen and dining room equipment and capacity.

LICENSEE: An individual, partnership, corporation, or not for profit organization which obtains a local liquor license pursuant to this chapter.

LIQUOR LAWS: This chapter and all other village ordinances, resolutions, regulations, and rules relating to alcoholic liquor; the liquor control act and all regulations issued thereunder; all federal, state, and local laws imposing or pertaining to fees and taxes relating to alcoholic liquor; and all other federal and state legislation, regulations, and rules applicable to the sale or use of alcoholic liquor within the village.

LOCAL LIQUOR LICENSE: A license issued pursuant to the provisions of this chapter.

MINOR: A person under the age of twenty one (21) years.

NOT FOR PROFIT ORGANIZATION: An entity organized or operating under the laws of this state as a not for profit institution which shall have been operated solely for the promotion of some common object other than the sale or consumption of alcoholic liquors.

ORIGINAL PACKAGE: Any bottle, flask, jug, can, barrel, keg, or other receptacle or container whatsoever, used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor, to contain and convey any alcoholic liquor.

PREMISES/LICENSED PREMISES: The term premises or licensed premises, as used in this chapter, shall refer only to the interior area of the building located at the address indicated on the liquor license, and shall not include any area at said address located outside of the building, such as, but not limited to, sidewalks, parking areas, driveway areas, deck areas, patio areas or any other outdoor areas that are part of the real property or the building identified by the address on the liquor license, unless consumption of alcoholic liquor in a particular outdoor area is specifically authorized by a particular liquor license class.

RESTAURANT: Any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals are actually, consistently and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests.

RETAILER: A person who sells, or offers for sale, alcoholic liquor for use or consumption and not for resale in any form.

SALE: Any transfer, exchange, dispensing or bartering in any manner, or by any means whatsoever, including the transfer of alcoholic liquors by and through the transfer or negotiation of warehouse receipts or certificates, and includes and means all sales made by any person, whether principal, proprietor, agent, servant or employee.

SELL AT RETAIL AND SALE AT RETAIL: Sales for use or consumption and not for resale in any form.

SPIRITS: Any beverage, which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin, or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

STATE LIQUOR CONTROL ACT: The Illinois liquor control act of 1934.

WINE: Any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, including such beverages when fortified by the addition of "alcohol" or "spirits", as above defined. (Ord. O2015-54, 12-8-2015)

3-3-4: LOCAL LIQUOR COMMISSIONER:

A. The president of the village shall serve as the liquor control commissioner and shall be charged with the administration of this chapter and the state liquor control act, and of such other ordinances

relating to alcoholic liquor as may be, from time to time, enacted by the village board.

- B. The commissioner shall serve without compensation. The commissioner, or a designated village official, shall have the following powers and duties, as set forth in the state liquor control act, with respect to liquor licenses issued by the village:
1. To grant, renew, or to suspend for not more than thirty (30) days or to revoke for cause, all local liquor licenses issued to persons or entities for sale of alcoholic liquor on premises within the village.
 2. To enter or to authorize any law enforcing officer or other village employee designated by the village manager to enter, at any time, upon the premises of a licensee to determine whether any of the provisions of the state law or village ordinance or any rules or regulations adopted by the village or by the Illinois liquor control commission have been, or are being, violated, and at such time to examine the premises of the licensee in connection therewith.
 3. To receive complaints from any citizen that any provision of the state law or of this chapter has been, or is being, violated and to act upon any such complaints in the manner provided by law.
 4. To receive local license fees and pay the same forthwith to the village treasurer.
 5. To examine, or cause to be examined, under oath:
 - a. Any applicant for a local liquor license or for a renewal thereof; or
 - b. Any licensee upon whom notice of possible revocation, suspension or fine has been served; or
 - c. Any licensee against whom a citation proceeding has been instituted by the state liquor control commission.
 6. To examine, or cause to be examined, the books and records of any applicant or licensee with claim that may be necessary to properly discharge the commissioner's duties.
 7. To issue subpoenas to obtain information necessary to perform the commissioner's duties.
 8. To report to the village board from time to time actions which have been taken to grant or deny local liquor licenses or to penalize licensees.
 9. To notify the Illinois secretary of state when a club incorporated under the Illinois general not for profit corporation act or a foreign corporation functioning as a club in Illinois under a certificate of authority issued under that act has violated the liquor control act by selling or offering for sale retail alcoholic liquor without a retailer's license.
 10. To require two (2) sets of fingerprints of any applicant for a local liquor license or for a renewal thereof, one for the village files and one to deliver to the Illinois department of state police, and for purposes of obtaining such fingerprints to collect from the applicant and properly deliver such fee as may be required by the Illinois department of state police. (Ord. O2015-54, 12-8-2015)

3-3-5: VILLAGE MANAGER AS CHIEF ADMINISTRATIVE OFFICER:

Subject to the provisions of this chapter and the direction of the commissioner, the village manager or his/her designee shall monitor the village staff in performing their responsibilities related to the administration and enforcement of the provisions of this chapter, including, but not limited to, the response to questions concerning local liquor licenses and the handling of local liquor license applications. (Ord. O2015-54, 12-8-2015)

3-3-6: APPLICABILITY OF OTHER PROVISIONS:

Nothing in this chapter shall excuse or relieve the licensee, owner, proprietor, or person in charge of any place in the village where alcoholic liquor is sold from the restrictions and requirements of any other provision of this code, other ordinances of the village or of the statutes of the state of Illinois. (Ord. O2015-54, 12-8-2015)

3-3-7: STATE AND LOCAL LIQUOR LICENSE REQUIRED:

- A. License Required: Within the village, it shall be unlawful to make any sale, or offer for sale, dispense or allow to be dispensed any alcoholic liquor without having a liquor license issued by the state of Illinois and the village of Hinsdale, and it shall also be unlawful to make any sale, or offer for sale, dispense or allow to be dispensed any alcoholic liquor in violation of the terms of such licenses. Peddling of alcoholic liquor is absolutely prohibited. Block parties, as permitted by the village of Hinsdale, shall not be required to obtain a local liquor license.
- B. Caterers: It shall be unlawful for any caterer that maintains its principal place of business within the village to sell, offer for sale, or provide any alcoholic liquor within the village unless such caterer has a current, valid caterer's liquor license. The commissioner may issue a caterer's liquor license to each such caterer who has made a proper application therefor and has qualified therefor in accordance with the provisions of sections [3-3-8](#) and [3-3-9](#) of this chapter. No fee shall be charged for a caterer's liquor license. A caterer's liquor license shall authorize the sale and service of alcoholic liquor at KLM Lodge, so long as the license holder has furnished the village a copy of the caterer's current, valid state liquor license in accordance with this section and subsection [3-9-4C](#) of this title. (Ord. O2015-54, 12-8-2015)

3-3-8: APPLICATION:

- A. Application Form; Fee: A person wishing to file an application for a local liquor license, other than a class D2 liquor license, may obtain an application form from the village as prepared by the village manager or designee for the purpose of providing reasonable information about the applicant. Such application shall be filed with the commissioner, together with a document outlining the

applicant's program for training its employees to properly handle the sale of alcoholic liquor, and with an initial nonrefundable application fee of five hundred dollars (\$500.00). The application shall be signed by: 1) the applicant, if the applicant is an individual, 2) the president and secretary, if the applicant is a corporation, 3) a general partner, if the applicant is a partnership, or 4) two (2) duly authorized officers, if the applicant is a not for profit organization.

B. Contents Of Application: Applications shall be signed by the applicant, verified by oath or affidavit, and shall contain the following statements and information:

1. The applicant's name, birth date, mailing and residence addresses, driver's license number, social security number and telephone number.
2. If applicable, the name and address of the applicant's business.
3. If applicable, the "assumed name" of the business and the date of the filing of the assumed name with the county clerk in question.
4. In the case of a corporation, if an Illinois corporation, the date of its incorporation, or if a foreign corporation, the state where it was incorporated and the date of its becoming qualified under the Illinois business corporation act to transact business in the state, and in either case, a statement of the objects for which the corporation was organized, the full name, age, address, and telephone number of all officers, directors, and shareholders with an aggregate of more than five percent (5%) of the shares of ownership of the corporation or of any persons receiving a direct or indirect benefit from the profits of the sale of alcoholic liquor in the village.
5. The name, age, address, and telephone number of the persons who will manage the business of the applicant in the village.
6. The citizenship of all persons required herein to be identified in the application, their date and place of birth, and if a naturalized citizen, the time and place of their naturalization.
7. A description of the character of the business of the applicant.
8. The length of time that applicant has been in business of that character.
9. The location or description of the premises or place of business which is to be operated under such local liquor license, and the following information: a) if a leased premises, a complete and unredacted copy of the lease shall be provided, which lease shall be for a term of sufficient length to encompass the term of the local liquor license sought, and the name and address of the owner or owners of the premises and the names and addresses of all owners of the beneficial interest of any trust if said premises are held in trust; b) if the premises is owned, a copy of a duly issued title policy in the name of the applicant.
10. A statement whether applicant has made similar application for a local liquor license on premises in Hinsdale other than described in this application, and the disposition of such application.
11. A statement signed by or on behalf of the applicant and by all individuals, if any, named in response to subsection B4 of this section, that: a) none of them has ever been convicted of a felony or a class A misdemeanor; and b) none is disqualified to receive a local liquor license by reason of any matter contained in the laws of the state of Illinois or the provisions of this chapter.

12. A statement whether a previous local liquor license by any state or subdivision thereof, or by the federal government, has been issued and if so, where and when; if any such license has been revoked or suspended, or if the licensee has been fined in connection with any such license, the statement shall recite the reasons therefor.
13. A statement that the applicant and all individuals required to be identified in the application have not in the past and will not in the future violate any of the laws of the state of Illinois or of the United States, or any ordinance of the village controlling the sale of alcoholic liquor in the conduct of the applicant's place of business.
14. The applicant's retailer's occupation tax registration number and a statement regarding whether the applicant is delinquent in the payment of any of the retailer's occupation tax, also known as sales tax, and if so, the reasons therefor.
15. A statement whether applicant is delinquent under the thirty (30) day credit law of section 6-5 of the state liquor control act, and if so the reasons therefor.
16. A statement whether applicant has any delinquencies or disputes with any government, federal, state, municipality, or political subdivision thereof, concerning the payment of any tax.
17. A statement whether the applicant, any individual identified in the application, or any other person, directly or indirectly interested in the place of business, possesses a current federal wagering and gaming device stamp, and if so the reasons therefor.
18. A statement whether the applicant, any individual identified in the application, or any other person, directly or indirectly interested in the place of business, is a public official, and if so the particulars thereof.
19. A statement whether applicant is in violation of section 6-6 of the state liquor control act, 235 Illinois Compiled Statutes 5/6-6, as amended, and if so the reasons therefor.
20. A statement whether the applicant is delinquent under the cash beer law, and if so, the reasons therefor.
21. A statement whether the applicant has ever been convicted of a gambling offense or felony, and if so, the particulars thereof.
22. A statement that the applicant and all individuals required to be identified in the application have not sold, delivered, or given away alcoholic liquor in violation of any state of Illinois law, or village ordinance, to a person under the minimum age required to purchase or possess alcoholic liquor.
23. A scaled floor plan, diagram, or drawing, in detail satisfactory to the commissioner, illustrating the premises in which alcoholic liquor is to be sold.
24. A copy of a certificate of liquor liability insurance with coverage amount sufficient to cover the maximum amount of liability under the state liquor control act and provided by a company satisfactory to the village.
25. Such additional information or identification as the commissioner determines desirable in order to establish the character and business plans of the applicant.

C. Investigation: No license shall be issued until the applicant(s) have been investigated by the commissioner and a report filed in the records of said commissioner approving the new

applicant(s). New applicant(s) (other than for class D2 licenses) shall not be licensed until said new applicant(s) and managers, if any, have been fingerprinted and photographed by the village police department and record searches made of the files of the sheriff of DuPage and/or Cook County, the Illinois state police, the federal bureau of investigation, and any other agency that the commissioner, the chief of police, or his/her designee, shall deem necessary. A copy of the fingerprints and photographs shall be retained in the files of the chief of police and a sworn affidavit from the chief of police clearing the applicant(s) shall be filed with the commissioner.

D. Class D2 License Application: Each application for a class D2 liquor license must be filed with the commissioner no less than fourteen (14) days prior to the special event for which such license is sought and verified by oath or affidavit, and need contain only the following information:

1. The name of the organization and its address and phone number.
2. The premises for which the license is applicable, a description of the approximate area of the premises, and whether the event is to be held indoors, outside, or a combination thereof.
3. The date of the special event, hours of operation of the event, the name of the property owner and a written statement of consent from the property owner (if other than the organization).
4. The names, phone numbers and addresses of those persons who are responsible for conducting the event, which persons shall remain on the event's premises during the actual event.
5. Signature of an officer of the organization.
6. A copy of any state law required certificate of liquor liability insurance, naming the village as a certificate holder for the period which liquor will be sold. This coverage shall be in an amount sufficient to cover the maximum amount of liability under the state liquor control act and provided by a company satisfactory to the village. The commissioner may accept host liability coverage as a substitute for dramshop insurance.

E. Investigation And Disclosure Of Information Contained In Application; Waiver Of Claims: By applying for, or providing information in support of an application for, a local liquor license, every person so applying or providing information thereby:

1. Authorizes any person to disclose, and the village to investigate, all information pertaining to such application;
2. Waives any and all claims against the village; and
3. Agrees to indemnify and hold harmless the village and its elected and appointed officials, officers, boards, commissioners, attorneys, employees, and agents from any and all claims resulting from, or arising out of, or alleged to result from or arise out of, the processing of such application and any investigation related thereto. Each such person shall consent to and sign any written authorization, waiver, and indemnification agreement as the village may require in connection with the processing of such application and any investigation related thereto, but no such separate authorization, waiver or indemnification shall be required to make effective the terms of this subsection. (Ord. O2015-54, 12-8-2015)

3-3-9: PERSONS, CORPORATIONS, PARTNERSHIPS, AND/OR LIMITED LIABILITY COMPANIES INELIGIBLE FOR LOCAL LIQUOR LICENSE:

- A. As set forth in this chapter, a person, corporation, partnership, or limited liability company may be eligible for a local liquor license. No local liquor license shall be issued to, or maintained by:
1. A person who is not a resident of the village, unless a corporation, partnership or limited liability company.
 2. A person who is not of good character and reputation in the community in which he resides.
 3. A person who is not a citizen of the United States.
 4. A person who has been convicted of a felony under the laws of this state or any other state of the United States Of America, if the Illinois liquor control commission has determined that such person has not been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
 5. A person who has been convicted of keeping a place of prostitution or keeping a place of juvenile prostitution, promoting prostitution that involves keeping a place of prostitution, or promoting juvenile prostitution that involves keeping a place of juvenile prostitution.
 6. A person who has been convicted of pandering or other crime or misdemeanor opposed to decency and morality.
 7. A person whose license issued under the state liquor control act has been revoked for cause.
 8. A person who at the time of application for renewal of any local liquor license issued hereunder would not be eligible for such license upon a first application.
 9. A partnership, or copartnership, if any general partner thereof, or any limited partner thereof, owning more than five percent (5%) of the aggregate limited partner interest in such partnership, would not be eligible to receive a local liquor license hereunder for any reason other than citizenship and residence within the village.
 10. A corporation or limited liability company, if any member, officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5%) of the stock of such corporation, would not be eligible to receive a license hereunder for any reason other than citizenship and residence within the village.
 11. A corporation or limited liability company, unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the "Illinois business corporation act of 1983" or the limited liability company act to transact business in Illinois.
 12. A person whose place of business is operated by a manager or agent unless the manager or agent possesses the same qualifications required of the licensee.
 13. A person who has been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor, or has forfeited a bond to appear in court to answer charges for any such violation.

14. A person who does not beneficially own the premises for which a local liquor license is sought, or does not have a lease thereon for the full period for which the local liquor license is to be issued.
15. Any law enforcing public official, village manager, village attorney, village clerk, president of the village board, any member of the village board; and no such person shall be interested directly in the manufacture, sale or distribution of alcoholic liquor, with the following exceptions:
 - a. A license may be granted to such official in relation to premises that are not located within the territory subject to the jurisdiction of that official if the issuance of such license is approved by the state liquor control commission.
 - b. In relation to premises that are located within the village, if: 1) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food, 2) the issuance of the license is approved by the state liquor control commission, 3) the issuance of the license is in accordance with all applicable village ordinances, and 4) the official granted a license does not vote on alcoholic liquor issues pending before the board or council to which the license holder is elected.
16. A person who is not a beneficial owner of the business to be operated by the licensee.
17. A person who has been convicted of a gambling offense as prescribed by any of subsections (a)(3) through (a)(10) of section 28-1 of, or as proscribed by section 28-3 of, the "criminal code of 1961", approved July 28, 1961, as heretofore or hereafter amended, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.
18. A person or entity, including, without limitation, a partnership, corporation, or limited liability company, to whom a federal wagering stamp has been issued by the federal government, unless the person or entity is eligible to be issued a license under the raffles act or the Illinois pull tabs and jar games act.
19. A person whose proposed alcoholic liquor dispensing business is located on property within one hundred feet (100') of any church or school, other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval station, provided, that this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where sale of alcoholic liquors is not the principal business carried on. In the case of a church, the distance of one hundred feet (100') shall be measured to the nearest part of any building used for worship services or educational programs and not to property boundaries. Otherwise the distance is measured from property lines rather than buildings. This paragraph shall not prohibit the issuance of a class D license to a church or private school allowing sale of alcoholic liquor if any such sales are limited to periods when groups are assembled on the premises solely for the promotion of some common object other than the sale or consumption of alcoholic liquors.
20. A person who intends to sell alcoholic liquors for use or consumption on his or her licensed premises who does not have liquor liability insurance coverage for that premises in an amount that is at least equal to the maximum liability amounts set forth in this chapter. (Ord. O2015-54, 12-8-2015)

3-3-10: PROCESSING OF APPLICATIONS:

- A. As directed by the commissioner and upon receipt of an application for any local liquor license authorized to be issued pursuant to this chapter, other than class D licenses, the village manager or designee shall determine whether all requirements for the application have been met. The village manager or designee shall bring deficiencies in the application to the attention of the applicant. Once a completed application is on file, copies shall be provided to the chief of police and the commissioner. The village manager, or his/her designee(s), shall then complete a review of the application and provide findings, in writing, including a sworn affidavit from the chief of police concerning the investigation of the applicants, to the commissioner. Following the review of the application, materials and written reports prepared by staff, the commissioner shall render in writing a decision denying or granting such license.
- B. Any decision of the commissioner to grant or deny a local liquor license authorized to be issued under this chapter shall be conclusive. (Ord. O2015-54, 12-8-2015)

3-3-11: CLASSIFICATION OF LOCAL LIQUOR LICENSES:

A. Class A - Packaged Sales:

1. Conditions And Qualifications: Class A liquor licenses shall authorize the sale, on the premises specified on the license, of the type of alcohol specified by the license, for consumption not on the premises ("original package"). The following conditions and restrictions apply to all class A liquor licenses:
 - a. Limited Display: Although the portion of the premises devoted to the sale of alcoholic liquors need not be confined to an area which is separated from the other retail portions of the premises, no more than five percent (5%) of the total display and sale space of the licensed premises shall be allocated to the display and sale of alcoholic liquors unless otherwise specified by the license type.
 - b. Small Size: Sales of spirits less than seven hundred fifty milliliters (750 ml) must be in a locked cabinet, possess a security cap, or be packaged in a sealed gift box wherein the aggregate amount of bottles contained therein is not less than seven hundred fifty milliliters (750 ml), and in no event shall any individual bottle or container of alcoholic liquor be sold that is less than three hundred fifty milliliters (350 ml).
 - c. Separate Entrance Prohibited: That portion of the premises devoted to the sale of alcoholic liquors shall not have ingress and egress separate from the ingress and egress of the nonalcoholic portions of the premises.
 - d. Hours: The sale of packaged alcoholic liquors is permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday.
 - e. Tastings: All class A license holders, except gas stations, may offer and dispense complimentary tastings of alcoholic liquor for their customers for consumption on the premises. "Tasting" is defined as a supervised presentation of alcoholic products to the public at class A licensed premises for the purpose of disseminating product information and education, with consumption of alcoholic products being an incidental part thereof. Up to three

(3) samples, consisting of no more than: 1) one-fourth ($\frac{1}{4}$) ounce of distilled spirits, 2) one ounce of wine, or 3) two (2) ounces of beer may be served to a consumer in one day.

2. Classes Of Class A Liquor Licenses:

- a. **Class A1 - Packaged Sale Of Beer And Wine Only:** A class A1 liquor license shall authorize the sale, on the premises specified on the license, of only beer and wine for consumption not on the premises ("original package"). The holder of a class A1 liquor license shall be subject to all of the conditions set forth in subsection A1 of this section.
- b. **Class A2 - Packaged Sale Of Alcoholic Liquors:** A class A2 liquor license shall authorize the sale, on the premises specified on the license, of alcoholic liquors for consumption not on the premises ("original package"). The holder of a class A2 liquor license shall be subject to all of the conditions set forth in subsection A1 of this section.
- c. **Class A3 - Packaged Sales At Boutiques:** A class A3 liquor license shall authorize the sale, on the premises specified on the license, of alcoholic liquors. A class A3 liquor license is for specialty or boutique establishments that either sell gourmet food products, specialty gift products, or fine bottled wines, beers or spirits and is subject to the following conditions and qualifications:
 - (1) The A3 local liquor license shall only be issued to an establishment that does not exceed two thousand (2,000) square feet in net sales area.
 - (2) An A3 local liquor license shall authorize the sale of packaged sales of alcoholic liquors. An A3 local liquor license shall also authorize the retail sale of by the glass of beer and wine only, for consumption on the premises.
 - (3) Not more than twenty percent (20%) of the net sales area shall be dedicated to the display of spirits.
 - (4) Seating for persons consuming wine and beer by the glass shall not exceed thirty (30) seats.
 - (5) A class A3 license may be issued only to an establishment whose principal stock in trade is fine wines, premium or craft beer, gourmet food products such as seafood, fine meats, specialty sauces, cheeses, gourmet chocolates, and similar products and specialty gift products such as fine food accessories and wine related accessories, and not quick preparation foods, or general supermarket foods, or household products. The commissioner or his or her designee shall determine if an applicant meets the definition of a specialty or boutique store.
 - (6) Sales of alcoholic liquor are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday.
 - (7) All consumption of wine or premium beer shall be discontinued within thirty (30) minutes after the closing hours recited herein.
- d. **Class A4 - Supplemental License For Consumption On The Premises:** A class A4 liquor license shall be a supplemental license that authorizes holders of an A1 or an A2 liquor license to sell and dispense single servings of alcoholic liquor to their customers for consumption on the premises. A class A4 licensee is subject to all of the conditions and qualifications set forth in subsections A1 and B1 of this section. Sales of packaged alcoholic liquor are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock

(10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday. Sales of alcoholic liquor for consumption are permitted between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight Friday and Saturday and eleven o'clock (11:00) A.M. and ten thirty o'clock (10:30) P.M. Sunday through Thursday, with the exception of New Year's Eve, where all licensees may sell alcohol until two o'clock (2:00) A.M. on January 1.

B. Class B - Restaurants:

1. Conditions And Qualifications: All class B liquor licenses shall authorize the sale on the premises specified on the license in restaurants of the alcoholic liquor permitted by the specific license, for consumption on the restaurant premises. The following conditions and restrictions apply to all class B liquor licenses unless otherwise indicated on the liquor license:
 - a. The sale of alcoholic liquors for consumption is permitted only between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight Friday and Saturday and eleven o'clock (11:00) A.M. and ten thirty o'clock (10:30) P.M. Sunday through Thursday, with the exception of New Year's Eve, where all licensees may sell alcohol until two o'clock (2:00) A.M. on January 1.
 - b. The licensed premises of a class B license holder may include outdoor seating. The class B licensee must apply for and receive a permit from the building department for any outdoor seating. Any outdoor seating must be designated on the liquor license application, approved by the building department, and approved by the commissioner.
 - c. All patrons and customers of restaurants licensed for on premises consumption shall leave the premises no later than thirty (30) minutes following the closing hours recited herein.
 - d. Should a licensee classified as a "restaurant" lose its food serving license from applicable health department authorities, the village of Hinsdale may revoke the licensee's liquor license, which renders the restaurant unable to serve liquor until the village deems otherwise.
 - e. Patrons are prohibited from taking any opened alcoholic beverage outside of the premises, except for a recorked wine bottle that has been sealed in a carryout bag in accordance with the state liquor control act.

2. Classes Of Class B Liquor Licenses:

- a. Class B1 - Restaurant License For Sale Of Beer And Wine Only: A class B1 liquor license shall authorize the sale, on the premises specified on the license, of only beer and wine for consumption on the premises. The holder of a class B1 liquor license shall be subject to all of the conditions and qualifications set forth in subsection B1 of this section.
- b. Class B2 - Restaurant License For Sale Of Alcoholic Liquors: A class B2 liquor license shall authorize the sale, on the premises specified on the license, of alcoholic liquors for consumption on the premises. The holder of a class B2 liquor license shall be subject to all of the conditions and qualifications set forth in subsection B1 of this section.
- c. Class B3 - Bring Your Own Beverage ("BYOB"): A class B3 local liquor license shall authorize restaurants that do not sell alcoholic beverages to permit consumption of beer or wine only, when said beer or wine is brought onto the premises of a restaurant by a person over twenty one (21) years of age for personal consumption, including consumption by their dining guest(s) who are over twenty one (21) years of age, while the patron and dining guest(s) are

being served a complete meal in the restaurant, subject to all of the following conditions and qualifications set forth in subsection B1 of this section, in addition to the following conditions and qualifications:

(1) Consumption of beer and wine is restricted to the licensed premises.

(2) The restaurant may charge a corkage fee to the patron.

(3) No package sales shall be permitted. The sale of beer, wine, spirits or other alcoholic beverages (e.g., wine coolers, spirits, prepared mixed drinks, etc.) in single cans or bottles, kegs or pitchers or any other form is prohibited.

d. Class B4 - Restaurant License For Sale Of Alcoholic Liquors And Packaged Sales: A class B4 local liquor license shall be a supplemental license that authorizes holders of a B1 or a B2 liquor license to sell, on the premises specified on the license, alcoholic liquor for consumption not on the premises ("restaurant package sales"). Such sale of alcoholic liquor shall be subject to all of the qualifications set forth in subsections A1 and B1 of this section. Sales of packaged alcoholic liquor are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday. Sales of alcoholic liquor for consumption are permitted between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight Friday and Saturday and eleven o'clock (11:00) A.M. to ten thirty o'clock (10:30) P.M. Sunday through Thursday, with the exception of New Year's Eve, where all licensees may sell alcohol until two o'clock (2:00) A.M. on January 1.

C. Class C - Personal Services:

1. A class C liquor license shall authorize the retail sale or complimentary distribution by the glass of wine and beer only at any licensed business not otherwise eligible for a liquor license in the village of Hinsdale. Such license shall be subject to all of the following conditions:

a. Sales By The Glass: Such license shall authorize the retail sale or complimentary dispensing by the glass of wine and beer only.

b. Consumption On Premises Only: The sale or dispensing by the glass of wine and beer shall be for consumption on the premises only.

c. Seating: Seating for customers within the premises shall not exceed thirty (30) seats.

d. Use Limited: Such license shall be issued only to an establishment whose principal business is not a restaurant or the retail sale of alcoholic liquors. Retail sale by the glass of wine and beer shall be permitted only incidental to the business of the establishment.

e. Establishment Size: Such license may be issued only to an establishment that does not exceed two thousand five hundred (2,500) square feet in gross customer service area.

f. Hours: Unless otherwise indicated on the liquor license, the sale of alcoholic liquor for consumption is permitted only between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight Friday and Saturday and eleven o'clock (11:00) A.M. and ten thirty o'clock (10:30) P.M. Sunday through Thursday.

g. Consumption Limited: All patrons and customers of a licensed business that is licensed for on premises consumption shall leave the premises not later than thirty (30) minutes following the

closing hours recited herein.

D. Class D - Special Events:

1. **Conditions And Qualifications:** A class D local liquor license shall authorize the sale and complimentary dispensing of alcoholic liquor at a special event held by a business, not for profit, charitable, religious, governmental or civic organization. A class D local liquor license is subject to the following conditions and qualifications:
 - a. **Consumption At Events:** Sales and complimentary distribution of alcoholic liquor shall be for consumption at the licensed special event(s) only.
 - b. **Specific Location:** If the license application specifies a location for events to be held pursuant to the license, then the license shall authorize sales of alcoholic liquor only within the area specifically designated in the license. The organization is not required to specify authorized locations, but the commissioner may require such specificity and may limit in the license the authorized locations for the service and consumption of alcoholic beverages. The commissioner may approve or reject the proposed location in the exercise of his or her sole discretion. The fact that permission was previously granted for a different event at a specific location shall have no precedential effect and shall not obligate the commissioner to approve any other application. The license shall authorize sales of alcoholic liquor only within the area specifically approved by the village, which area may include publicly owned property.
 - c. **Premises Authorization:** The applicant for such license shall file with the village satisfactory evidence from the owner of the premises indicating authorization of the applicant to use the premises for which the special event(s) is held pursuant to the license, for the entire period of time of the event.
 - d. **Hours:** The sale of alcoholic liquor for consumption is permitted only between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight on Friday and Saturday and eleven o'clock (11:00) A.M. and ten thirty o'clock (10:30) P.M. Sunday through Thursday. All patrons and customers of a premises that is licensed for on premises consumption shall leave the premises not later than thirty (30) minutes following the closing hours recited herein.
 - e. **Sales Or Distribution In Enclosed Structures:** Sales or distribution of alcoholic liquors at special events shall take place only in enclosed structures (including tents), but consumption may take place in the open air on property owned or leased by the organization holding the temporary license.
 - f. **Supervision:** The service of alcoholic liquor shall be supervised by the owner or a designated agent or employee of the licensed establishment who has attained the age of twenty one (21) years.
 - g. **Patrons And Class Participants Only:** Alcoholic liquor shall be served only to patrons of the establishment or events who are present in the serving area designated in the license.
 - h. **Containers:** Alcoholic liquor shall be served in a container not intended or allowed to be removed from the licensed premises.
 - i. **Outdoor Events:** Special events that are outdoors, open to the public, or have no designated area for consumption of alcohol may be subject to greater restrictions than set forth in this code. The commissioner or his or her designee may request additional information regarding the special event and has the authority to impose greater conditions and qualifications for

special events which are outdoors, open to the public, or have no designated area for consumption of alcohol.

- j. **State Permit And Insurance:** The applicant is responsible for securing any applicable state permit and state required insurance. If the state liquor commission requires a permit and it is not obtained, then the village temporary permit shall be deemed void ab initio. It is the responsibility of the permittee to determine whether or not a state permit is needed and issuance of a village permit has no bearing on the issue of whether a state permit is required.

2. Classes Of Licenses:

- a. **Class D1 - Annual Special Event License:** A class D1 liquor license authorizes twelve (12) special events to be held by the licensee within a twelve (12) month period. A class D1 liquor license shall be subject to all of the conditions set forth in subsection D1 of this section and additionally be subject to the following conditions:
- (1) The licensee shall notify the village at least thirty (30) days in advance of each event it intends to hold pursuant to its license and provide the village with the location and hours of each event and a brief description of the event, including whether any of the triggers set forth in subsection D1b of this section are present.
- b. **Class D2 - Single Special Event License:** A class D2 liquor license shall authorize the sale or distribution of alcoholic liquors for consumption on the premises only, for a single event. A class D2 liquor license shall be subject to all of the conditions set forth in subsection D1 of this section and additionally be subject to the following conditions:
- (1) **Duration Limited:** Such license shall be valid for a period of time not exceeding ninety six (96) hours.
- (2) **Number Limited:** No organization shall receive more than five (5) D2 liquor licenses in a calendar year. (Ord. O2015-54, 12-8-2015)

3-3-12: TERM; FEES:

- A. The term of each local liquor license issued hereunder shall be from January 1 to December 31, with the exception of the D2 single special event license. A local liquor license shall be valid for a term of one year unless sooner terminated, revoked or suspended. (Ord. O2015-54, 12-8-2015)

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

License		Fee
A - Packaged sales:		
	A1 - Beer/wine	\$2,500 .00 annually
	A2 - Liquor/beer/wine	3,000 .00 annually

	A3 - Boutique	1,250 .00 annually
	A4 - Consumption	Add \$500.00 to above category annually
	B - Restaurants:	
	B1 - Beer/wine	\$2,000 .00
	B2 - Liquor/beer/wine	3,000 .00
	B3 - BYOB	1,000 .00
	B4 - Packaged sales	Add \$500.00 to above category annually
	C - Personal services	\$2,000 .00
	D - Special events:	
	D1 - Annual	750 .00
	D2 - Single special events	100 .00

(Ord. O2016-08, 2-2-2016)

C. For the initial term of a local liquor license, the fee shall be reduced in proportion to the full calendar months which have expired in the calendar year in which such license is issued. Any licensee whose liquor license is forfeited, suspended or revoked shall not be eligible for a refund of the liquor license fee. The annual fee shall be due and payable by January 1 in each year. No licensee shall continue to engage in the business of selling alcoholic liquor unless such fee has been paid.

D. All required fees shall be paid prior to the issuance of the local license after approval by the commissioner pursuant to section [3-3-4](#) of this chapter. All such fees shall be forthwith deposited with the village treasurer. (Ord. O2015-54, 12-8-2015)

This section has been affected by a recently passed ordinance, 2016-32 - NUMBER OF LIQUOR LICENSES. [Go to new ordinance.](#)

3-3-13: LIMITATION ON NUMBER OF LOCAL LIQUOR LICENSES:

A. Number Of Licenses:

Class	Number Of Licenses

A1 packaged sales - beer/wine	5
A2 packaged sales - liquor/beer/wine	1
A3 packaged sales - boutique	2
A4 packaged sales - consumption	0
B1 restaurant - beer/wine	2
B2 restaurant - liquor/beer/wine	11
B3 restaurant - BYOB	0
B4 restaurant - packaged sales	1
C personal services	2
D1 special events - annual	3
D2 special events - single	See note 1

Note:

1. As approved by the Hinsdale liquor commissioner.

(Ord. O2016-13, 3-1-2016)

B. Changing Number Of Licenses: The number of licenses authorized in this section shall remain at the number set forth in this section unless amended by the corporate authorities of the village when it is determined to be in the best interests of the village to increase or decrease the number of licenses; provided, however and notwithstanding any other provision in this chapter, that if any license is revoked, the number of authorized licenses in the class of the license revoked shall, without further action by the corporate authorities of the village, be reduced by the total number of revoked licenses in the particular class at the time the license is revoked. (Ord. O2015-54, 12-8-2015)

3-3-14: RENEWAL; EFFECT OF FAILURE TO RENEW:

Any licensee may renew his local liquor license at the expiration thereof, provided the licensee is then entitled to receive a local liquor license and the premises for which such renewal license is sought is still suitable for such purpose. Application for renewal shall be filed no later than sixty (60) days before the liquor license expires. The application shall state: the name of the licensee; name and address of the business conducting sales; class of the local liquor license; period for which renewal is sought; changes, if any, made since the original application and/or previous renewal; name and address of the current manager of the business conducting sales; and, an affidavit stating the application for the renewal is true and complete and that no changes to the original application for a local liquor license, other than those noted in the renewal application, exist. Any local liquor license issued pursuant to this chapter shall terminate by operation of law if not renewed within ten (10) days after the date of its expiration. Thereafter, the licensee may apply for a new local liquor license, consideration of which

application shall be made pursuant to the procedures established by this chapter. (Ord. O2015-54, 12-8-2015)

3-3-15: CHANGE IN PERSONNEL:

- A. The occurrence of any of the following events are examples of what shall be deemed to constitute a change in the identity of the holder of a local liquor license issued under this chapter, for which a new local liquor license shall be required:
1. With respect to any licensee that is a corporation or limited liability company, the replacement or addition of any officer, director, or manager of said corporation or any shareholder owning directly or indirectly (including ownership by members of the same household) five percent (5%) or more of the outstanding shares of any class of the capital stock of said corporation;
 2. With respect to any licensee that is a general partnership, the replacement or addition of any general partner;
 3. With respect to any licensee that is a limited partnership, the replacement or addition of any general partner or of any limited partner holding directly or indirectly (including ownership by members of the same household) more than a five percent (5%) interest in the earnings of said limited partnership.
- B. Upon the occurrence of any of the events described in subsection A of this section, the licensee shall, as promptly as practicable, and in any event within five (5) regular business days after the occurrence of such event, give the village manager or designee written notice describing such event in reasonable detail; the village manager or designee shall then promptly deliver such notice to the commissioner. Failure to give the notice required by the provisions of this subsection shall constitute a violation of this chapter, subjecting the licensee to revocation or suspension of the local liquor license. No additional license fee shall be payable for a new local liquor license required by virtue of the occurrence of any of the events described in subsection A of this section, and so long as an application therefor is pending and not yet acted on by the commissioner, the applicant may continue to conduct its business and operations under the local liquor license in effect immediately prior to such occurrence.
- C. Within ten (10) days of any change of manager or agent conducting business for the licensee, the licensee shall report such change to the village manager or designee and shall provide information concerning such manager or agent as required in section [3-3-23](#) of this chapter. The chief of police shall then promptly deliver such notice to the commissioner. (Ord. O2015-54, 12-8-2015)

3-3-16: CHANGE OF LOCATION:

A local liquor license shall permit the sale of alcoholic liquor only in the premises described in the

application for such license. Such location may be changed only upon written permission to make such changes issued by the commissioner. No change of location shall be permitted unless the proposed new location is a proper one for the sale of alcoholic liquor under the laws of the state of Illinois, and under ordinances of the village. (Ord. O2015-54, 12-8-2015)

3-3-17: INSURANCE REQUIRED:

No local liquor license shall be granted to any applicant until such applicant furnishes evidence satisfactory to the commissioner that such applicant is covered by a policy of liquor liability insurance in an amount sufficient to cover the maximum amount of liability under the state liquor control act and provided by a company satisfactory to the village and, in the event the applicant is not the owner of the premises described in said application, that the applicant has a lawful right to possession of the same until the expiration of the term of the local liquor license for which application is made.

Each licensee shall furnish the commissioner with a certificate of such insurance and in the event of cancellation, the commissioner shall be notified no less than thirty (30) days prior to such cancellation. (Ord. O2015-54, 12-8-2015)

3-3-18: CESSATION OF BUSINESS:

Any licensee who has ceased to do business at the premises for which he has obtained a local liquor license hereunder, or closes his place of business for a period of thirty (30) successive days or longer without written permission from the commissioner, shall be subject to having its local liquor license declared forfeited and lapsed by order of the commissioner. (Ord. O2015-54, 12-8-2015)

3-3-19: LOCAL LIQUOR LICENSE A PERSONAL PRIVILEGE; NOT TO BE SUBJECT TO ATTACHMENT, TRANSFER, DEVOLUTION:

A local liquor license shall be purely a personal privilege, effective for a maximum of one year after issuance, unless sooner revoked or expired if acquired midyear as in this chapter provided, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, nor subject to being encumbered or hypothecated. Such local liquor license shall cease upon the death of a licensee who is an individual person, and shall not descend to any heirs of the licensee; provided, that executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of a business involved in the sale of alcoholic liquor, may continue the business of the sale of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent or such insolvency or bankruptcy until the expiration of such local liquor license, but not longer than six (6) months after the death, bankruptcy or insolvency of such licensee. (Ord. O2015-54, 12-8-2015)

3-3-20: RECORDS:

The village clerk shall cause to be kept a complete record of all local liquor licenses issued. (Ord. O2015-54, 12-8-2015)

3-3-21: DISPLAY OF LOCAL LIQUOR LICENSE:

Any local liquor license issued under this chapter shall be displayed by the licensee at all times in a conspicuous place where it is readily visible to an inspecting officer and to the customers of the licensee. (Ord. O2015-54, 12-8-2015)

3-3-22: RESPONSIBILITY FOR AGENTS AND EMPLOYEES:

Every act or omission of whatsoever nature constituting a violation of any of the provisions of this chapter, by any officer, director, manager or other agent or employee of any licensee, shall be deemed and held to be the act of such employer or licensee, and said employer or licensee shall be punishable in the same manner as if said act or omission had been done or omitted by the employer or licensee personally. (Ord. O2015-54, 12-8-2015)

3-3-23: NOTIFICATION AND APPLICATION OF NEW MANAGERS:

A. A licensee whose business is conducted by a manager or agent, and who acquires, hires, transfers in, promotes, or appoints a new manager, not listed as a manager in the original application for a local liquor license, shall within five (5) days, including Sundays and holidays, of the date the new manager commences his/her duties, submit a completed "new manager's application" to the commissioner, which application shall contain no less than the following statements and information:

1. The new manager's full name, birth date, address, telephone number, driver's license number, and social security number.
2. An affirmation by attachment of the new manager's signature and the licensee's signature that the new manager has not in the past and will not in the future violate any laws of the state or of the United States, or any ordinance of the village, controlling the sale of alcoholic liquor and the conduct of his business.
3. The new manager shall further affirm by his signature that he/she has never sold, delivered, or given away any alcoholic liquor in violation of any state of Illinois law, or village ordinance, to a person under the minimum age required to purchase or possess alcoholic liquor.

4. The new manager shall further affirm by his/her signature that he/she has never been convicted of a felony or class A misdemeanor and is not disqualified to receive a local liquor license by reason of any manner or thing contained in the laws of the state or provisions of this chapter.
 5. Arrange for fingerprinting with the village police department of the new manager and provide a money order or cashier's check in the amount of fifty dollars (\$50.00) made payable to the village at the time of fingerprinting.
 6. Provide the village police department with the new manager's current home address and addresses for the ten (10) year period prior to the new manager's application, with clear indication of the specific number of years the manager resided at each address.
 7. Inform the village police department whether the new manager has ever been known at any time by any other name or names. If the new manager has been known by another name or names, a list of such names shall be submitted to the village police department.
- B. Within fifteen (15) days of receipt of the new manager's application, the village manager or designee shall rule whether the new manager is qualified to manage the licensee's operation with respect to the sale of alcoholic liquor. Upon disapproval of any new manager for failure to comply with any of the requirements of this provision, the licensee shall, immediately upon written notification by the village manager, terminate the new manager's duties with respect to the sale of alcoholic liquors. If the licensee immediately relieves the new manager of his/her duties pursuant to the order of the village manager and is able to provide for continued management of the licensed premises by any person previously qualified to manage the licensed premises by reason of a prior application, the licensee may continue to sell alcoholic liquor.
- C. If, however, the licensee is unable to provide another person previously qualified to manage the licensed premises pursuant to a prior application, the licensee shall terminate the sale of alcoholic liquor until such time as the village manager approves a subsequent application for a new manager complying with all the requirements of this section. This section shall in no way be interpreted to preclude the commissioner from proceeding to hearing for violations of any sections of this chapter, including this section, and the licensee shall further be subject to any and all other penalties that may be imposed pursuant to section [3-3-27](#) of this chapter as a result of the licensee's failure to comply with this section. (Ord. O2015-54, 12-8-2015)

3-3-24: PROHIBITED ACTIVITIES ON LICENSED PREMISES:

- A. Gambling: It shall be unlawful to permit any gambling on any premises licensed to sell alcoholic liquor.
- B. Discount, Promotion, Gift: It shall be a violation of this chapter for any licensee, officer, employee, agent or representative of any licensee to knowingly offer any discount, promotion, gift, service or other product to any employee or elected official of the village. This section shall not include any promotion, discount, gift, service or product provided without discrimination to the general public.

C. Alcopops: It shall be unlawful to sell for consumption an alcohol malt beverage containing caffeine, guarana, taurine, or ginseng, where the beverage constitutes 0.5 percent or more of alcohol by volume, unless individual containers of the beverage have imprinted on each individual container the following: the words "contains alcohol" and the alcohol content of the beverage.

D. Happy Hours Prohibited: No licensee or employee or agent of such licensee shall:

1. Sell more than one drink of alcoholic liquors for the price of one drink of alcoholic liquors; or
2. Sell, offer to sell or serve to any person an unlimited number of drinks of alcoholic liquor during any set period of time for a fixed price, except at private functions not open to the general public as provided in the liquor control act; or
3. Increase the volume of alcoholic liquor contained in a drink, or the size of a drink of alcoholic liquor, without increasing proportionately the price regularly charged for the drink on that day; or
4. Encourage or permit, on the licensed premises, any game or contest which involves drinking alcoholic liquor or the awarding of drinks of alcoholic liquor as prizes for such game or contest on the licensed premises; or
5. Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under this subsection D.

E. Sale Of Unmixed Spirits For On Premises Consumption: No unmixed spirits shall be sold or offered for sale at retail for consumption on the premises, except in a container having a minimum capacity of no less than one fluid ounce and which contains at the time of sale no less than one fluid ounce of the beverage being sold.

F. Equal Enjoyment: No licensee shall deny or permit its agents or employees to deny any person the full and equal enjoyment of the accommodations, advantages, facilities and privileges of any premises in which alcoholic liquors are authorized to be sold subject only to the conditions and limitations established by law and applicable alike to all citizens.

G. Drug Paraphernalia: No licensed premises shall sell or offer for sale "drug paraphernalia", as defined in section [5-3-21](#) of this code.

H. Unobstructed View Of Licensed Premises: No screen, blind, curtain, partition, article or other obstruction shall be permitted in the windows or upon the doors, including any entrance, of any licensed premises, nor inside such premises, which shall prevent a clear view into the interior of such licensed premises from the street, road or sidewalk at all times, and no screen, blind, curtain, partition, article or other obstruction, nor any arrangement of lights or lighting, shall be permitted in or about the interior of such licensed premises which shall prevent a clear view of the interior of the premises from the street, road or sidewalk. All rooms where alcoholic liquor is sold for consumption on the licensed premises shall be continuously lighted during business hours by

natural light or artificial white light so that all parts of the interior of the premises shall be clearly visible. No closed or partially closed room or screened place shall be maintained within any licensed premises for the service or consumption of alcoholic liquor; provided, however, that nothing herein contained shall be construed to prohibit the use for such service or consumption of an open room by way of an open stairway. (Ord. O2015-54, 12-8-2015)

3-3-25: PERMITTED HAPPY HOURS, MEAL PACKAGES, PARTY PACKAGES, AND ENTERTAINMENT PACKAGES:

A. As used in this section:

DEDICATED EVENT SPACE: A room or rooms or other clearly delineated space within a retail licensee's premises that is reserved for the exclusive use of party package invitees during the entirety of a party package. Furniture, stanchions and ropes, or other room dividers may be used to clearly delineate a dedicated event space.

MEAL PACKAGE: A food and beverage package, which may or may not include entertainment, where the service of alcoholic liquor is an accompaniment to the food, including, but not limited to, a meal, tour, tasting, or any combination thereof for a fixed price by a retail licensee or any other licensee operating within a sports facility, restaurant, winery, brewery, or distillery.

PARTY PACKAGE: A private party, function, or event for a specific social or business occasion, either arranged by invitation or reservation for a defined number of individuals, that is not open to the general public and where attendees are served both food and alcohol for a fixed price in a dedicated event space.

B. A licensee may:

1. Offer free food or entertainment at any time;
2. Include drinks of alcoholic liquor as part of a meal package;
3. Sell or offer for sale a party package only if the liquor licensee:
 - a. Offers food in the dedicated event space;
 - b. Limits the party package to no more than three (3) hours;
 - c. Distributes wristbands, lanyards, shirts, or any other such wearable items to identify party package attendees so the attendees may be granted access to the dedicated event space; and
 - d. Excludes individuals not participating in the party package from the dedicated event space;
4. Include drinks of alcoholic liquor as part of a hotel package;
5. Negotiate drinks of alcoholic liquor as part of a hotel package;

6. Provide room service to persons renting rooms at a hotel;
7. Sell pitchers (or the equivalent, including, but not limited to, buckets of bottled beer), carafes, or bottles of alcoholic liquor which are customarily sold in such manner, or sell bottles of spirits;
8. Advertise events permitted under this section;
9. Include drinks of alcoholic liquor as part of an entertainment package where the licensee is separately licensed by a municipal ordinance that: a) restricts dates of operation to dates during which there is an event at an adjacent stadium, b) restricts hours of serving alcoholic liquor to two (2) hours before the event and one hour after the event, c) restricts alcoholic liquor sales to beer and wine, d) requires tickets for admission to the establishment, and e) prohibits sale of admission tickets on the day of an event and permits the sale of admission tickets for single events only; and
10. Discount any drink of alcoholic liquor during a specified time period only if:
 - a. The price of the drink of alcoholic liquor is not changed during the time that it is discounted;
 - b. The period of time during which any drink of alcoholic liquor is discounted does not exceed four (4) hours per day and fifteen (15) hours per week; however, this period of time is not required to be consecutive and may be divided by the licensee in any manner;
 - c. The drink of alcoholic liquor is not discounted between the hours of ten o'clock (10:00) P.M. and the licensed premises' closing hour; and
 - d. Notice of the discount of the drink of alcoholic liquor during a specified time is posted on the licensed premises or on the licensee's publicly available website at least seven (7) days prior to the specified time.

C. A violation of this section shall be grounds for suspension or revocation of the retailer's license as provided by this chapter.

D. All licensees affected by this section must also comply with sections 6-16, 6-21, and 6-27.1 of the state liquor control act. (Ord. O2015-54, 12-8-2015)

3-3-26: ALCOHOLIC LIQUOR IN PUBLIC PLACES AND MOTOR VEHICLES:

A. Consumption And Possession Of Open Containers In Public Places Prohibited: Except as may be permitted pursuant to the state liquor control act and this code, it shall be unlawful for any person to consume, or to possess open containers of, alcoholic liquor in any public building or on any public property or right of way; provided, however, that alcoholic liquor may be served, consumed or possessed: 1) in the lodge building at Katherine Legge Memorial Park or in any temporary structure attached or adjacent to such building, but only for private personal use pursuant to the terms of a license for such building issued pursuant to [chapter 9](#) of this title, 2) in a restaurant in the Brush Hill train station located at 25 East Hinsdale Avenue, but only in accordance with the terms of a local liquor license for such restaurant issued pursuant to section [3-3-11](#) of this chapter,

3) pursuant to a valid class D special event license issued pursuant to section [3-3-11](#) of this chapter, 4) pursuant to a valid class B restaurant license issued pursuant to section [3-3-11](#) of this chapter when outdoor space has been approved as part of the local liquor license, and 5) in any enclosed village building belonging to the village and under the control of the village for private personal use, provided that a license agreement for the use of the building has been previously approved by the village manager or a lease agreement has been approved by the village board. (Ord. O2015-54, 12-8-2015)

3-3-27: FINE, SUSPENSION, REVOCATION, AND NONRENEWAL OF LOCAL LIQUOR LICENSE GENERALLY; APPEAL:

- A. Revocation, Suspension, And/Or Denial: The commissioner may, in accordance with the state liquor control act, revoke, suspend, or deny the renewal of any local liquor license issued under the provisions of this chapter and/or levy a fine on the licensee if it is determined that the licensee has violated any of the provisions of the state liquor control act, this chapter, or any other ordinance or resolution enacted by the village, or any applicable rules or regulations established by the commissioner or the Illinois liquor control commission, or any state or federal statute. However, no such license shall be revoked, suspended, or denied renewal, nor may a fine be levied except after a public hearing by the commissioner upon three (3) business days' written notice to the licensee affording the licensee an opportunity to appear and defend the charges contained in such notice. The three (3) business days' notice provisions shall begin the day following delivery of notice to the licensee if delivered in person, or two (2) business days after such notice was deposited in the U.S. mail, it being conclusively presumed that such licensee shall have received such notice within two (2) business days after deposit in the U.S. mail.
- B. Emergency Authority: If the commissioner has reason to believe that any continued operation of a particular licensed premises will immediately threaten the welfare of the community, the commissioner may, upon the issuance of a written order stating the reason for such conclusion and without notice or hearing, order the licensed premises closed for not more than seven (7) business days, giving the licensee an opportunity to be heard during that period. If the licensee is also engaged in another business on the licensed premises, such order shall not be applicable to such other businesses.

The commissioner shall, within five (5) business days after such hearing, if it is determined after such hearing that the local liquor license should be revoked, suspended, or denied renewal, or that the licensee should be fined, state the reason for such determination in a written order, including in such order the amount of the fine, period of suspension, or that the license has been revoked or denied renewal, and shall serve a copy of such order within the five (5) business days upon the licensee by depositing the copy of such order in the U.S. mail.

- C. Appeal: Appeal of any decision of the commissioner shall be permitted to the extent, and shall be conducted in the manner, provided for in section 7-9 of the state liquor control act. Appeal of any decision of the commissioner regarding the nonrenewal of a license shall only be allowed if required by law, otherwise such decision of the commissioner shall be final and nonreviewable. Any licensee determined by the commissioner to have violated any of the provisions of the state liquor control act, or any ordinance or resolution of the village, or any rule or regulation established

by the commissioner, or the Illinois liquor control commission, shall pay to the village the costs of the hearing before the commissioner on such violation. The commissioner shall determine the cost incurred by the village for the hearings, including, but not limited to: court reporter fees, the costs of transcripts or records, the cost of preparing and mailing notices and orders, and all other miscellaneous expenses incurred by the village.

The licensee shall pay said costs to the village within thirty (30) business days of notification of the costs by the commissioner. In the event of an appeal to the Illinois liquor control commission, and in cases where appeal is taken pursuant to the administrative review act, payment is due ten (10) business days after the entry of an order finally affirming the determination of the commissioner. Failure to pay said costs within ten (10) business days of notification is a violation of this section and may be cause for local liquor license suspension or revocation. In the event a local liquor license is revoked, the licensee shall forfeit all sums therefor paid to the village in connection with such local liquor license.

D. Nonlicensee Fines: Any person, partnership, corporation, limited liability company, that is not a licensee, violating any provision of this chapter shall be fined not less than one hundred dollars (\$100.00), nor more than one thousand dollars (\$1,000.00) per offense. Each day on or during which a violation occurs or continues shall constitute a separate violation.

E. Licensee Fines: If a licensee violates any provision of this chapter, the licensee shall be fined an amount not exceeding one thousand dollars (\$1,000.00) for a first violation within a twelve (12) month period, one thousand five hundred dollars (\$1,500.00) for a second violation within a twelve (12) month period, and two thousand five hundred dollars (\$2,500.00) for a third or subsequent violation within a twelve (12) month period. Not more than fifteen thousand dollars (\$15,000.00) in fines under this chapter may be imposed against any licensee during any one licensing period. A separate offense shall be deemed committed on or during each day during which a violation occurs or continues.

F. Other Penalties: If the commissioner determines that a licensee has violated any provision of this chapter, the licensee may be subject to having its local liquor license revoked, suspended, or not renewed, in addition to all other remedies set forth in this chapter. (Ord. O2015-54, 12-8-2015)

3-3-28: AFTER REVOCATION OF LOCAL LIQUOR LICENSE:

When any license shall have been revoked for any cause, no license shall be granted to the individual, partnership, corporation, or limited liability company that held the license or was included on the application or manager's list for the revoked license, for the period of one year thereafter unless the revocation order has been vacated or unless the revocation order was entered as to the licensee only. (Ord. O2015-54, 12-8-2015)

3-3-29: VIOLATION OF RETAILER'S OCCUPATION TAX ACT:

In addition to other grounds specified in this chapter, the commissioner may refuse the issuance or renewal of a local liquor license, or suspend or revoke such license, for violations of section 3 of the retailer's occupation tax act, as amended, 35 Illinois Compiled Statutes 120/3. Violations of this section shall be subject to the procedures of section [3-3-27](#) of this chapter. (Ord. O2015-54, 12-8-2015)

3-3-30: SIGNS; ADVERTISEMENTS:

- A. Prohibited: No sign which is visible from outside of the premises where alcoholic liquor is sold, which promotes or advertises the sale of alcoholic liquor, or identifies the licensee's premises as a place where alcoholic liquor is served, shall be placed or erected inside or outside of the licensed premises.
- B. Certain Signage Prohibited: No person shall post, permit, keep, maintain, or allow on or in any licensed premises any sign that is visible from any point or place outside of the licensed premises and that: 1) advertises, depicts, or in any other way represents any alcoholic liquor or any alcoholic liquor maker, distributor, brand, slogan, or logo, or 2) announces, advertises, depicts, or in any other way represents any alcoholic liquor sale or special event. This subsection shall not prohibit the use of the legal name of the licensed business on signage that otherwise complies with applicable codes, ordinances, and regulations.
- C. Advertising: Except as stated in subsection B of this section, the license holder may advertise or promote through any media or other means of communication in any way at any time, whether on or off the premises, provided that such advertising shall otherwise comply with state statutes and with all codes, ordinances and regulations of the village of Hinsdale.
- D. Required: Every licensee shall cause the following signs with the below messages to be framed and hung in plain view. The signs shall be no larger than eight and one-half inches by eleven inches (8¹/₂" x 11).
1. **GOVERNMENT WARNING: ACCORDING TO THE SURGEON GENERAL, WOMEN SHOULD NOT DRINK ALCOHOLIC BEVERAGES DURING PREGNANCY BECAUSE OF THE RISK OF BIRTH DEFECTS. IF YOU NEED ASSISTANCE FOR SUBSTANCE ABUSE, PLEASE CALL THE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE (OASA) AT [1-800-843-6154](tel:1-800-843-6154).**
 2. **WARNING: IF YOU ARE UNDER TWENTY ONE YEARS OF AGE, YOU ARE SUBJECT TO A FINE UP TO ONE THOUSAND DOLLARS UNDER THE HINSDALE VILLAGE CODE IF YOU PURCHASE ALCOHOLIC LIQUOR OR MISREPRESENT YOUR AGE FOR THE PURPOSE OF PURCHASING OR OBTAINING ALCOHOLIC LIQUOR. OFFICIAL PHOTO IDENTIFICATION WILL BE REQUIRED TO PROVE AGE BEFORE PURCHASE.**

- E. License Displayed: Every licensee shall cause his/her state and local liquor licenses to be framed and hung in plain view in a conspicuous place on the licensed premises. (Ord. O2015-54, 12-8-2015)

3-3-31: SALE TO CERTAIN PERSONS PROHIBITED:

- A. No licensee shall sell, give, or deliver alcoholic liquor, including beer and wine, to any person under the age of twenty one (21) years, or to any intoxicated person, or to any person known by the licensee, or any of licensee's employees or agents to be under legal disability or in need of mental treatment.
- B. If a person under the age of twenty one (21) years is in possession of alcoholic liquor on premises licensed to sell alcoholic liquor for consumption on such premises, it shall be presumed that the licensee sold, gave, or delivered such alcoholic liquor to the minor in possession thereof.
- C. For the purpose of preventing the violation of this section, any licensee, or licensee's agent or employee, may refuse to sell or serve alcoholic liquor to any person who is unable to produce adequate written evidence of identity and of the fact that he or she is over the age of twenty one (21) years. (Ord. O2015-54, 12-8-2015)

3-3-32: EVIDENCE OF AGE OF PERSON ATTEMPTING TO PURCHASE OR RECEIVE ALCOHOLIC LIQUOR:

- A. If a licensee, or its agent or employee, believes, has reason to believe, or should have reason to believe, that a sale or delivery of alcoholic liquor is prohibited because the prospective recipient is under the age of twenty one (21) years, then, before making such sale or delivery, the licensee shall demand presentation of no less than two (2) positive forms of identification issued by a public officer in the performance of official duties, and containing proof of age and one shall contain a picture of the holder thereof. A traffic citation shall not be accepted as identification or evidence of age.
- B. No person shall transfer, alter, or deface an identification card issued by a federal, state, county or municipal government or subdivision or agency thereof, use the identification card of another, carry or use a false or forged identification card, or obtain an identification card by means of false identification.

- C. No person shall purchase, accept delivery, or have possession of alcoholic liquor by the use of an altered, forged, or defaced identification card or by the use of an identification card of another person.
- D. No person shall misrepresent his or her age for the purpose of purchasing or obtaining alcoholic liquor in any place in the village where alcoholic liquor is offered for sale. (Ord. O2015-54, 12-8-2015)

3-3-33: EMPLOYMENT OF UNDERAGE PERSONS:

- A. It shall be unlawful for any licensee, or any officer, associate, member, representative, agent, or employee of such licensee, to engage, employ, or permit any person under the age of twenty one (21) years to draw, pour, mix, or deliver any alcoholic liquor in any licensed premises.
- B. It shall be unlawful for any licensee or any agent or employee of any licensee holding a local liquor license authorizing the sale of alcoholic liquor not for consumption on the premises to permit any employee under the age of twenty one (21) years to sell, stack, display or otherwise handle alcoholic liquor. (Ord. O2015-54, 12-8-2015)

3-3-34: UNLAWFUL POSSESSION AND CONSUMPTION BY PERSONS UNDER AGE:

- A. Underage Consumption: No person under the age of twenty one (21) years shall possess, consume, purchase or accept the delivery or gift of alcoholic liquor within the village; except, however, that the possession and dispensing, or consumption by a person under the age of twenty one (21) years of alcoholic liquor in the performance of a religious service or ceremony, the consumption by a person under the age of twenty one (21) years under the direct supervision and approval of the parent or guardian of such underage person in the privacy of the parent's or guardian's home, or the possession and delivery of alcoholic liquor in pursuance of a person's lawful employment is not prohibited and shall not be construed as a violation of this section.
- B. Underage Delivery: No person after purchasing or otherwise obtaining alcoholic liquor shall sell, give or deliver such alcoholic liquor to another person under the age of twenty one (21) years, except as allowed under subsection A of this section.
- C. Solicitation: No person under the age of twenty one (21) years shall solicit a person to buy alcoholic liquor for him/her.

D. Proof Of Consumption Or Possession: There shall be a rebuttable presumption that a minor has consumed or possessed alcoholic liquor in violation of this section where either:

1. The presence of alcoholic liquor in a minor's body is shown by a measurement of blood alcohol concentration; or
2. The arresting officer:
 - a. Observes one or more recognized indicia of the presence of alcoholic liquor in a minor's body, including, without limitation, an odor of alcoholic liquor on the minor's breath or impaired motor coordination or speech; and
 - b. Offers the minor an opportunity to submit to a blood, urine or breath test to determine if alcoholic liquor is present in the minor's body and the minor refuses to take such a test. (Ord. O2015-54, 12-8-2015)

3-3-35: PARENTAL RESPONSIBILITY:

It shall be unlawful for any person to intentionally or knowingly suffer or permit any child under the age of twenty one (21) of whom he or she is the parent, guardian, or responsible for to violate any provision of this chapter. (Ord. O2015-54, 12-8-2015)

3-3-36: RESPONSIBILITY OF THE OWNER OR OCCUPANT OF PREMISES:

- A. Prohibited: It shall be unlawful for any owner or occupant of any premises located within the village to intentionally or knowingly allow any person under the age of twenty one (21) years and not his child to remain on such premises while such child possesses alcoholic liquor.
- B. Prohibited Gatherings: It shall be unlawful for any person intentionally or knowingly to permit a gathering at a residence that he or she occupies of two (2) or more persons where any one or more of such persons is a minor if:
1. The person occupying the residence knows that any such minor is in possession of or is consuming any alcoholic liquor; and
 2. The possession or consumption of the alcoholic liquor by such minor is not otherwise permitted by this chapter. (Ord. O2015-54, 12-8-2015)

3-3-37: GENERAL:

- A. False Statements: It shall be a violation of this chapter for any licensee or any officer, associate, member, representative, agent, or employee of any licensee to make a false statement of fact to a police officer investigating an alleged violation of the state liquor control act or of this chapter.
- B. BASSET Program: All licensees shall be required to have all employees who may, as part of their job, serve, sell, deliver, or distribute alcoholic liquor to a customer on the licensed premises, as well as anyone whose job includes checking identification cards of patrons to purchase alcohol or enter the premises, obtain a BASSET certification within one hundred twenty (120) days of being hired. At least one BASSET, TIPS, or equivalently trained employee shall be present at the licensed premises at all times when alcoholic beverages are being sold or served for consumption on the licensed premises. The BASSET certificate then belongs to the employee and is transferred with the employee to any new place of employment. A BASSET certificate is valid for three (3) years. These provisions do not apply to special event retailers, or distributors, volunteers serving alcohol at charitable functions, or instructors who are teaching the proper technique for using a system that dispenses alcohol. Each licensee shall supply the village with copies of the course completion certificate(s) for all employees who have successfully completed the BASSET program. A copy of the BASSET program completion certificate(s) shall also be made available at all times at the licensed premises for inspection by the village police department. Any licensee, person, firm, partnership, corporation, or limited liability company violating the provisions of this subsection shall be subject to the penalties set forth in this chapter.
- C. Applicability Of Other Laws: All of the provisions, including all words and phrases, of the state liquor control act and the rules and regulations issued by the Illinois liquor control commission pertaining to local control of alcoholic liquor, as the same may be amended from time to time, are hereby incorporated into and declared to be a part of this chapter as if expressly set forth herein. Further, nothing in this chapter shall excuse or release any person from compliance with the requirements of any other applicable federal, state or local code, ordinance, regulation, or rule. (Ord. O2015-54, 12-8-2015)

3-3-38: METHOD OF NOTICE:

All notices herein required shall be in writing. Unless an alternate method of service is set forth in this chapter, notice shall be effective upon service by delivery of the notice personally to any agent of the licensee on the licensed premises, as well as by mailing the notice by certified mail, return receipt requested, to the owner, if the licensee is an individual; to a partner, if the licensee is a partnership; to the registered agent of the licensee, if the licensee is a corporation or limited liability company; or to the signatories of the application, if the licensee is a not for profit organization. (Ord. O2015-54, 12-8-2015)

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Text Amendment Co-Application to add Tutoring and Curriculum Development as a Special Use in the O-2 Limited Office District and Two Concurrent Special Use Permit Applications for Tutoring and Curriculum Development for TinkRworks LLC at 21 W. Second St. and Stec Educational Group LLC at 534 Chestnut St. (Both in O-2)

MEETING DATE: February 7, 2017

FROM: Chan Yu, Village Planner

Recommended Motion

Approve a Referral to Plan Commission for Review and Consideration of a Text Amendment to Section 6-106(B)(7), to allow Tutoring and Educational Curriculum Development with a Special Use permit in the O-2 Limited Office District (O-2) and two Special Use Permit applications from TinkRWorks LLC and Stec Educational Group LLC.

Background

The Village of Hinsdale has received a co-application packet from TinkRworks and Stec Educational Group, requesting approval for a Text Amendment to allow tutoring and educational curriculum development (SIC code 8299), with a Special Use permit in the O-2 District. Currently, only music schools (SIC code 8299) are permitted in the O-2 with an approved special use permit. This request will amend Section 6-106(B)(7), to allow tutoring and educational curriculum development, with a Special Use permit in the O-2 District.

TinkRWorks plans to utilize 3,000 SF on the third floor in the office building at 21 W. Second Street for two classrooms and a common area. US Bank is currently the only tenant and occupies the first two floors. The applicant has a steady-rate goal for 200 unique students by year 3. However, the maximum number of students at one time will be 25. The maximum staff on site will be 5. The applicant has noted that there is no additional room to expand in the building. The subject property is located in the O-2 District and borders the O-2 District to the west and north, IB Institutional Buildings District to the south, and B-2 Central Business District to the east.

TinkRworks offers after school programs beginning at 3:45 PM to 1st to 8th graders (ages 6 to 14) three days a week on Tuesday, Wednesday and Thursday. At this time slot, only a single class of a maximum of 12 students will be held. All other classes will begin at 5:15 PM or later during weekdays. Some courses offered include computer programming, graphic design and robotics. TinkRworks advertises a guarantee of an instructor-to-student ratio of 1:6 or better.

Parking for the Special Use permit is Code compliant. TinkRworks will have 5 dedicated spaces at the 21 W. Second Street parking lot. Based on the use categories of Section 9-104(J), "elementary schools" is the most relevant to tutoring educational services and references students. Given, the parking requirement for TinkRworks is 3 spaces calculated by 1 space per each 2 employees, or 1 for each 15 students, whichever is greater.

Stec Educational Group applied for the same Text Amendment request to allow tutoring in the O-2 District, at 534 Chestnut Street a month after TinkRworks. However, the public hearing at Plan Commission was formally closed without discussion after confirming a Text Amendment would be necessary. To that end, TinkRworks and the Stec Group are applying together for the same Text Amendment and concurrently with their individual Special Use Permits. Please see Attachment 8 for the Stec Group application packet. 534 Chestnut Street is located in the O-2 District and borders the R-4 District to the west and north, BNSF railroad to the south, and O-2 Central Business District to the east.

Attachment 9 is a table of all permitted uses and special uses in the O-2 District, along with a zoning map with all the O-2 Districts highlighted.

Discussion & Recommendation

Should the Board feel the request merits a hearing and consideration by the Plan Commission (PC), the Board should refer the application packet for the PC to schedule a public hearing for review and recommendation.

Should the Board find the request does not merit a hearing and consideration by the Plan Commission, the vote of four (4) members of the Board shall be necessary to summarily deny the application.

Village Board and/or Committee Action

At the January 10, 2016, Board of Trustees meeting, a few Trustees requested that the PC discuss the intensity of the use. For example, how many students per hour are attending and dismissed. Additional discussion should focus on parking, as it relates to the intensity of use. The Board felt this is necessary since the parking requirements reflect a typical secondary school versus a tutoring use. The Board moved the item for Second Reading for the next scheduled Board of Trustees meeting for final referral approval.

TinkRworks presented at the November 9, 2016, PC public hearing for a special use permit application (Attachment 4). The PC concluded at its December 14, 2016 meeting, that while tutoring falls under the same SIC Code as music schools, tutoring should be specifically listed as a special use under Section 6-106(B)(7). Thus, TinkRworks and Stec Group have applied together for a Text Amendment to allow tutoring and educational curriculum development (SIC code 8299), with a Special Use permit in the O-2 District.

A public notification was completed for the November 9, 2016, PC public hearing to review the TinkRworks initial tutoring Special Use permit application. Staff did not receive any inquiries and there were no public comments at the PC hearing (Attachment 5). However, Trustee Saigh had concerns for the use due to its proximity to a residential district, parking requirements, and difficult intersection (Attachment 6). Trustee Saigh also felt a text amendment is necessary for the application to move forward.

Documents Attached

The following related materials were provided for the First Reading of this item on January 10, 2017, and can be found on the Village website at:

http://www.villageofhinsdale.org/document_center/VillageBoard/2017/JAN/170124%20VBOT%20packet.pdf

1. Text Amendment, Plan Commission and Special Use Permit Applications
2. Zoning Map and Project Location
3. Street View of 21 W. Second St.
4. Aerial Parcel Map of 21 W. Second St.
5. Transcript from PC Public Hearing for Special Use Permit on November 9, 2016.
6. Trustee Saigh Email to Staff (dated Oct. 28, and Nov.09, 2016)
7. SIC Code Definitions for Schools and Educational Services (8299)
8. Co-Applicant Stec Educational Group LLC Application Packet
9. O-2 District Permitted Use and Special Uses, with Zoning Map of O-2 Districts

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Discussion Item

SUBJECT: Business Use Seeking Text Amendment in B-2

MEETING DATE: February 7, 2017

FROM: Emily Wagner, Administration Manager

Background Information

Staff is in receipt of a request from Mr. Evan Hichew who is the founder of a business called the Crafty Coconut Project. The applicant originally approached the Village due to his desire to obtain a BYOB liquor license in the Class C – Personal Services category (which would require amending the Village's liquor code).

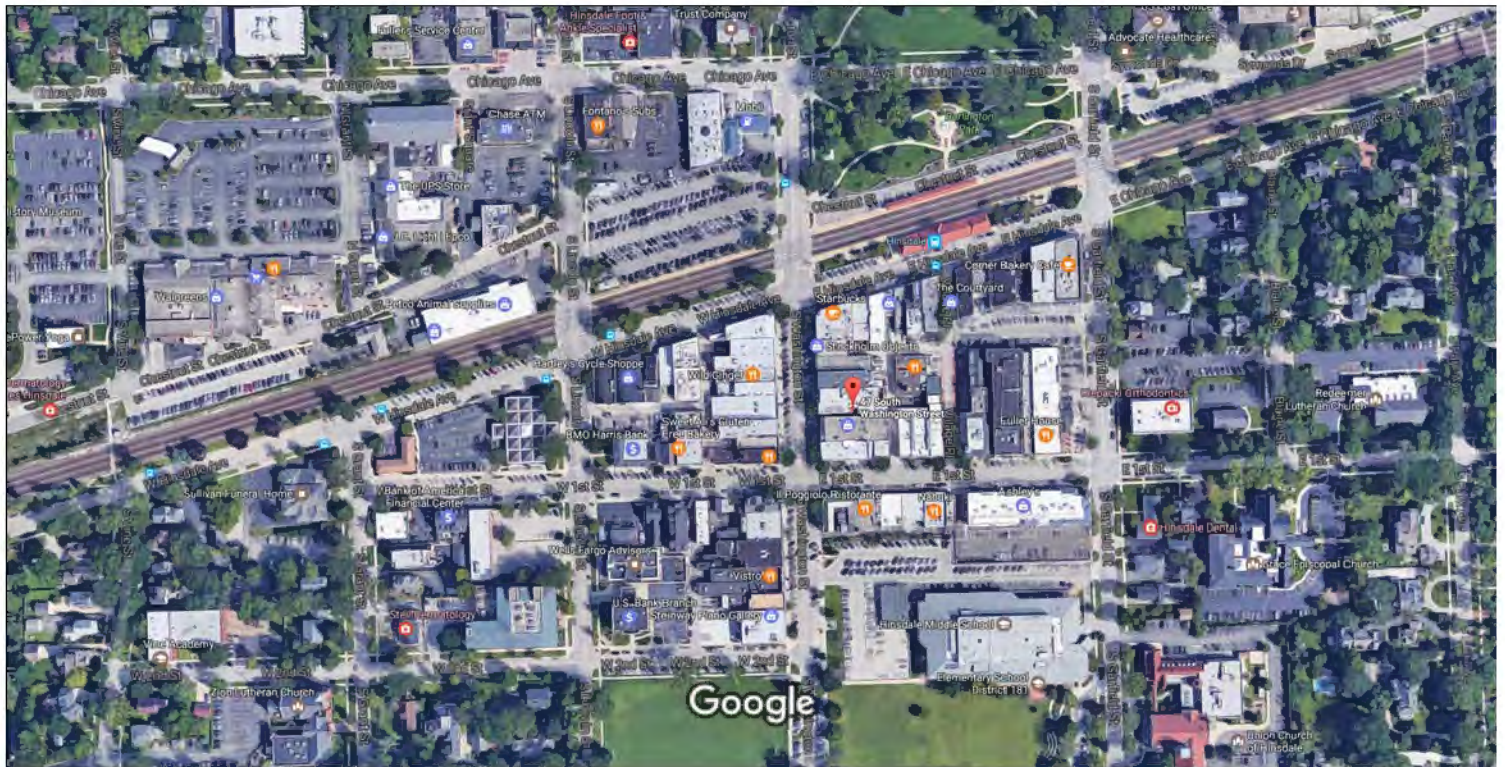
However, before that discussion can occur, staff has determined that the applicant's business model does not fit within any of the categories listed as either permitted or special uses in the B-2 Zoning District. As a result, the applicant would need to apply for a text amendment to allow this as a special use in the B-2 Zoning District. The applicant is interested in the space at 47 S. Washington, second floor.

The applicant's business model allows class participants the opportunity to paint, sand, wax, stain and assemble wood in order to make home décor projects. The proposed business space is 955 square feet and would not exceed 20 guests per class. Classes would generally be held during evening hours and therefore should not negatively impact the parking supply in the central business district. Mr. Hichew is in the final stages of negotiating a lease, and he is seeking direction from the Village to determine if this business model has the potential to be allowed in the B-2 Zoning District.

The applicant, Mr. Evan Hichew, will be in attendance at the February 7 Village Board meeting to address the Village Board.

Documents Attached

1. A map of the proposed location, 47 S. Washington
2. The following packet from the Crafty Coconut Project:
 - a. Cover letter from Mr. Hichew
 - b. Resumes of business partners Evan Hichew and Rita Kikoen
 - c. Marketing pieces from the Crafty Coconut Project
 - d. An article from the Daily Herald
 - e. Draft website pages from the Crafty Coconut Project



Imagery ©2017 Google, Map data ©2017 Google 100 ft



47 S Washington St

Hinsdale, IL 60521



At this location

Phillip's Flowers & Gifts



January 30, 2017

Dear Hinsdale Board of Trustees:

My name is Evan Hichew and I would kindly like to address the board in a request for expanding the current liquor code to allow for BYOB. My company is Crafty Coconut and we are an arts and craft workshop of a similar business model as the paint and sip companies (Pinot's Palette, Painting with a Twist). Crafty Coconut is a place for creating charming, unique wood décor projects from scratch, all while enjoying a fun atmosphere in a BYOB setting.

Crafty Coconut offers workshops for holiday and corporate parties, date night, mother-daughter events, private parties, bridal showers, or just a night out to unwind. Allowing for BYOB is an important facet to our business model. Even though our guests will be focusing on painting, sanding and staining their project, we would like to allow them to bring in their own wine/beer so that they can enjoy socializing with their friends and family. It will be more of a benefit to the guest (and cost-effective for them), to have the ability to bring their own wine, beer, or light snacks.

Although I am from Naperville, I have chosen downtown Hinsdale to open Crafty Coconut because I am confident that our business will thrive in an area that is charming, quaint and the community itself will enjoy an art and crafts workshop. Especially since none yet exist in town. Many of the other paint and sip companies in Illinois (or nationwide) have chosen to open their businesses in towns that allow for BYOB as it attracts our customer base.

I am close to executing a lease 47 S. Washington St, 2nd Floor (which is above Phillips Flowers). The space is ideal since its historic and quaintly 900 square feet. We will host classes with a maximum capacity of 15-18 guests per workshop.

Attached is some marketing collateral so you can get a sense of our branding. Included is my resume along with the resume of my General Manager, Rita Kikoen. Combined, we have decades of corporate experience. Lastly, I included screen shots of our website that is currently under construction. I have included verbiage on my website promoting BYOB (of course, contingent to your approval as such).

Thank you very much for your consideration.

Sincerely,

Evan Hichew

(630) 913-1047

EVAN P. HICHEW

EPHICHEW@GMAIL.COM

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630.913.1047

IT SUPPORT

Technical Support Engineer • District Sales Manager • Retail Store Manager

Corporate Mobile Device Server support
MobileIron, Airwatch, Xenmobile & MAAS360
Corporate Client Relationships
Project Management

Multi-Site Retail Operations
Volume Account Management
Inventory Shrinkage Control & Management
Employee Training, Development & Leadership

PROFESSIONAL EXPERIENCE

DMI, Inc.

2014–Present

Technical Support Engineer

Deliver exceptional customer service to hundreds of corporate clients by providing mobile device server support. Provide corporate clients assistance in setup, uploading and adding users. Recognized as a leader in large project management providing high quality deliverables that exceed timeline targets. Project Management for federal government Health and Human Services Team. Authored knowledge based news articles for all four major domestic carriers, on call functions and their respective devices.

- Certified in MobileIron mobile device management
- Certification in process Airwatch mobile device management

Wireless Partners, LLC

2011–2014

Retail Store Manager

Expanded customer base by building relationships and trust with new and existing customers. Delivered exceptional customer service through service renewals. Facilitated monthly customer workshops in Android, IOS, Windows and RIM. 60% sales volume increase in 6 months. Mentored and trained employees to meet sales performance goals. Responsible for candidate interviews, hiring and performance reviews. Launched successful advertising programs including concept, copy, layout, design and distribution to target demographic. Achieved #2 sales/profitability in region.

Solectron Global Services

2006-2011

District Sales Manager

Gained higher responsibility by focusing on large volume accounts. Expert in product quality, inventory management and safety procedures. Developed advertising strategies tailored for targeted communities.

- Promoted to Area Team Leader after 9 months on job
- Quarterly Award for top sales in Kansas/Missouri
- 2003-2005 Midwest area leader in technician productivity

EDUCATION

Public Relations/Communication, 2001 • University of Wisconsin, Whitewater, WI

TECHNOLOGY SKILLS

Android, IOS, Windows & Rim OS, MS Office Suite, MobileIron, Airwatch, Xenmobile, Maas360 Servers

RITA KIKOEN

8626 W 142nd Place, Orland Park, IL 60462 | H: 708-250-5858 | rkikoen@gmail.com

Executive Profile

Results-oriented business executive with over 30 years experience consulting, coaching, leading and managing business and needs analysis towards selection and successful implementation of ERP/CRM/Ecommerce solutions in manufacturing, distribution, and retail organizations.

Skill Highlights

- Project management
- Expert knowledge of ERP systems
- Expert knowledge of EDI
- Business Process Re-engineering
- Map existing Business Processes
- Recommend system-based solutions
- Assess vendor solutions and proposals
- Strategic planning
- Business systems analysis
- Functional requirements
- Ad-hoc queries and reporting
- Conduct user interviews
- Conversion from legacy systems

Core Accomplishments

Uniquely experienced in all facets of a manufacturing/distribution/retail or medical company's ERP system selection, implementation and training from sales to cash. Strong business acumen with the ability to communicate with all levels of an organization. Excellence in business analysis, business process re-engineering and use case methodology. Able to manage multiple, parallel projects using project management methodologies. Strong ability to engage users and management to ensure involvement at appropriate milestones.

Professional Experience

- | | |
|--|----------------------|
| ERP Business Analyst
Contractor | Apr 2015 to present |
| Contract position as lead Manufacturing Business Analyst for Oracle based ERP system. Perform use case analysis, develop training programs and tools. Needs analysis and design of custom manufacturing applications. Ad-hoc reporting and custom SQL to support business needs. All phases of implementation including Gap Analysis, Systems Testing and User Acceptance Testing. | |
| ERP/Organizational Development
Archer Screw Products - Franklin Park, IL | Aug 2014 to Apr 2015 |
| Focused on improving the organizational performance of the company with the implementation of ERP system. Implementing and overseeing programs to improve efficiency, strengthen employee knowledge and improve processes. Ad-hoc reporting and custom SQL to support business needs. | |
| VP - Organizational Development
Thermoflex Corporation - Waukegan, IL | May 2013 to Jul 2014 |
| Responsible for the leadership of ERP implementation including Ecommerce for automotive products manufacturer. Perform process improvement and training program development for all areas of the company including but not limited to sales, supply chain management, ecommerce, manufacturing, distribution and accounting. Facilitate the design and execution of training programs while identifying key performance metrics. | |

ERP Application Specialist May 2012 to May 2013
IQMS - Paso Robles, CA
Successfully implemented IQMS Oracle based ERP system for several manufacturers

throughout the US. Uniquely experienced in all facets of a manufacturing company and its' needs. Proficient in all areas of ERP including ecommerce, supply chain management, finance, accounting, manufacturing, quality and human resources.

Business & Executive Coach Oct 2008 to May 2012
On Your Team - Burr Ridge, IL
Identified key growth opportunities for the business through analysis and review of company systems and providing systematic development strategies. Perform needs analysis and consulting regarding software upgrade or selection. Manage selection and implementation of ERP/CRM/ECM/Ecommerce solutions Develop ad-hoc reporting to identify and monitor key performance metrics. Analyze and provide feedback to executive level management and principals on the effectiveness of strategies and initiatives. Offered feedback to executive-level management on the effectiveness of strategies, selling programs and initiatives.

Account Executive Oct 2008 to May 2012
Fremont Investment and Loan - Downers Grove, IL
Developed and maintained broker relationships nationwide resulting in sales of \$15M/mo. Platinum President Club Winner 2004-2006. Presidents Club Winner 2005 & 2006. #3 Account Executive in the Midwest. Mentor and train new account executives.

CFO/Vice President IT Sept 2000 to July 2003
On Your Team - Burr Ridge, IL
Corporate wide responsibility for ERP Implementation, IT and telecommunications for 5 manufacturing plants nationwide. Direct and manage transition from traditional to cellular manufacturing. Design production planning tools and reporting. Manage and support sale of business.

Vice President IT Jan 1995 to August 2000
GMG Partners - Northlake, IL
Corporate wide responsibility for IT and telecommunications. Project manager for implementation of ERP system, Warehouse Management Systems, Retail POS and all EDI both customer and supplier side.

Business Consultant Jan 1993 to Sept 1995
Absolute Business Solutions - Lisle, IL
Consult with small businesses. Perform needs analysis. Selection and implementation of information systems. Prepare audit work papers for food manufacturer in anticipation of public offering.

Education

MBA - Concentration in Finance	2009
Keller Graduate School of Business	
Bachelor of Science, Telecommunications Management	2003
DeVry University - Naperville, IL	

EVAN HICHEW
Owner / Master of Disaster

 (630) 913-1047

 hello@thecraftycoconut.com

47 S. Washington St., 2nd Floor
Hinsdale, IL 60521

www.thecraftycoconut.com





Try Something New...
a Paint Night (Redefined)

Because you're special.



\$10 Off
any Workshop
at Crafty Coconut

Limit 1 per guest, per class. Cannot be combined with any other promotions. Book your workshop & visit us online at www.thecraftycoconut.com



Try Something New...
a Paint Night (Redefined)

Step 1. Grab your friends and head over to Crafty Coconut

Step 2. Sand, wax, stain, paint and mingle the night away

Step 3. Transform raw wood into charming home décor!

 (630) 715-2455  hello@thecraftycoconut.com

Entertainment | updated: 1/27/2016 11:38 AM

Suburban painting parties combine wine, art and fun



Jane Schuhmacher paints during an event at Bottle & Bottega in Arlington Heights.

Joe Lewnard | Staff Photographer



Jamie Sotonoff

Would you like a paintbrush with your wine?

It's become a trendy pairing in the suburbs. Wine-friendly painting studios such as [Bottle & Bottega](http://bottleandbottega.com/) (<http://bottleandbottega.com/>) and [Pinot's Palette](http://www.pinotspalette.com/) (<http://www.pinotspalette.com/>) have sprouted up across the suburbs, along with a growing number of art businesses that host painting parties at local bars and restaurants.

Alcohol, while often preferred, is optional; some painting parties are held at places such as the Starbucks in Gurnee or at Northwest Community Hospital in Arlington Heights.

Depending on the business and the class you sign up for, it could be art therapy, serious art lessons or a fun night out with friends.



Michele Van Patten-Muzones, owner of the mobile painting party business Art Rave, leads an event at Stevens' Steakhouse in Gurnee. - Steve Lundy | Staff Photographer

"There's a social aspect of going out with friends and having something to do," said Michele Van Patten-Muzones of Lindenhurst, owner of Art Rave (<http://www.artraveinc.com/>), a growing mobile painting party business that hosts between 20 and 30 events per month. "It's a fun night out that includes a take-home item that you'd be proud to hang on your wall."

Bars hosting Art Rave parties include The Vine in Grayslake and Chill Martini and Wine Bar in Lake Villa.

Geared toward both nonartists and aspiring ones -- and especially popular as a girls' night out or date-night activity -- the painting parties are priced anywhere from \$30 to \$45 per person for adults. The cost covers paint, a canvas, a smock, tools and instruction time.

"It's something that's different. It's a night out. You're not eating dinner, you're not bowling. You're actually creating something yourself. Everyone walks away with something they've created," said Chris Bonk, owner of Bottle & Bottega in downtown Arlington Heights, a brick-walled space with a fireplace and easels.

While some businesses have their own bars, others allow painters to bring alcohol and snacks.



Guests paint during an event at Bottle & Bottega, a BYOB artist studio in Arlington Heights. - Joe Lewnard | Staff Photographer

"It's not about re-creating a painting. It's about having a fun time," Bonk added. "Most people are surprised at how good their paintings turn out ... and they can walk away with a decent version of (Van Gogh's) 'Starry Night.'"

Or something naughtier. Sometimes, Bonk says they'll bring in a nude male model -- something bachelorette parties and girls' night out groups enjoy.

"It's more about just laughing and having a fun time. And most people will just draw him from the waist up," said Bonk, who recently left a long career as an animator and illustrator to open this business in October 2015.

Each business has a slightly different vibe. Pinot's Palette (<http://www.pinotspalette.com/southbarrington>), in South Barrington, which opened just two months ago, takes a more family-focused approach. The 2,500-square-foot building can hold 90 people and attracts a lot of families, children, teachers and nurses from nearby hospitals.



Holly Haver of West Bend, Wisconsin, pours glasses of wine for herself and Caroline Cooper, of Arlington Heights, during a painting party at Bottle & Bottega in Arlington Heights. - Joe Lewnard | Staff Photographer

People can buy wine or beer from the bar, or get \$1 soft drinks, free coffee or free juice boxes for kids. It's more a place to paint than party, said owner Cathie Cook, of Hoffman Estates.

Cook said half her customers will get a glass of wine, but halfway through the class, they've hardly touched it because they're so focused on their painting.

"For some people (who come here), it's really more about art therapy," Cook said. "We have oncology nurses who come here, and it's a way to get away from what they're dealing with every day."

Whether wild or serious, sessions at all of these painting party businesses begin with a credentialed artist giving the group an overview of what they'll paint and step-by-step instructions on how to do it.

Groups might all do the same design, like the Chicago skyline or a Blackhawks logo, but people are free to paint what they want. The artist walks around to help everyone as they work. Most painting is done on canvasses, but some groups have painted beer mugs or shot glasses.

Since launching Art Rave four years ago, Van Patten-Muzones said her business has grown steadily each year.

"Women like to have that social aspect, but still have that creativity and productivity," she said. "We put a lot of attention into the quality of the art and the instruction. What brings people back is that they create something they never imagine they could paint."

Painting party fundraiser



Crafty Coconut

WOOD SIGN DÉCOR WORKSHOPS IN A BOUTIQUE STUDIO



600 × 400

Grab your friends and favorite bottle of wine... and head over to Crafty Coconut! We'll provide the rest. **In just a few hours, you'll learn how to transform raw wood into charming home décor or a personalized heirloom.** Our instructors help you learn it all as you sand, wax, stain, and paint the night away.

Most importantly, **Crafty Coconut workshops are an awesome time!** We have music, snacks and encourage you to bring wine or beverages. Get ready for laughs and hands-on learning (dancing optional) as you work on your heart-felt project.

Sign Up for a Workshop

Crafty Coconut is a BYO studio (you're welcome to bring your own wine, beer, beverages, treats and appetizers).



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[PRIVATE EVENTS](#)

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[🛒 0](#)

Why Crafty Coconut

You'll be Proud of Yourself.

Ever been to a canvas-painting class where everyone makes the same thing? At Crafty Coconut, you'll create a home décor piece that is worthy of your walls. Your wood project is unique: chosen and created by you.

Learn an Artistic Skill.

Never worked with tools, wood or paint before? Our instructors will guide you step-by-step to sand, stain and paint your raw wood piece. Learn artistic techniques to distress, charm and customize that you can use in future DIY projects.

Brighten up Your Home.

Become your own interior designer with unique pieces of art that commemorate your family, the holidays, your children and grandchildren. The possibilities are endless! Projects you make at Crafty Coconut are more cherished because they're created specifically for your home.

An Awesome Time.

Learning a new hobby while enjoying a glass of wine has never been so rewarding. Our workshops are perfect for an evening with friends, co-workers, date-night, bridal/baby showers, mother-daughter outings, holiday parties or just a fun night to do something different.

Host A Private Party

Book the entire Crafty Coconut studio space and **host a private wood sign workshop with your friends, neighbors or co-workers!** Perfect for a birthday party, girls night out, neighborhood get-together, bridal shower, bachelorette party, or company team building event.

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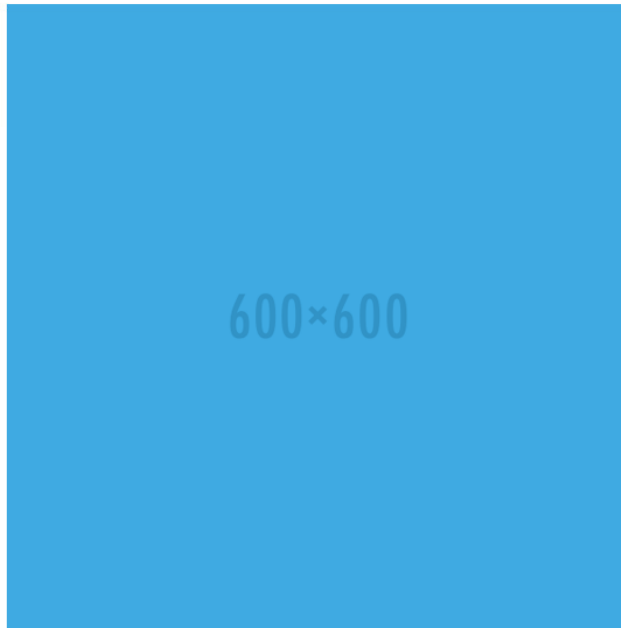
- Crafty Coconut workshops are BYO, meaning you are welcome to bring in your own wine, beer, beverages, snacks, cake or appetizers.
- Private Parties are typically 3 hours. You can choose any day/time. The workshop is available 7 days a week (with the exception of already scheduled events listed on our calendar).
- A minimum of 12 people is required to have the entire studio space reserved (it's closed to the public during your party). Max capacity is 20 people. If you have less than 12 guests, no problem! Your party will be reserved as a semi-private event.
- Cost is \$65 per person. All materials and instruction is provided (just like at our regular workshops). Your guests can choose from any design in our gallery.
- A non-refundable \$100 deposit at the time of booking. This guarantees you have the entire studio to yourself! Should you need to cancel, your deposit can be applied to a future a workshop.
- All guests must be registered and have selected their customization at least 72 hours in advance so we can prepare all materials.

Please read our Policies Section before booking

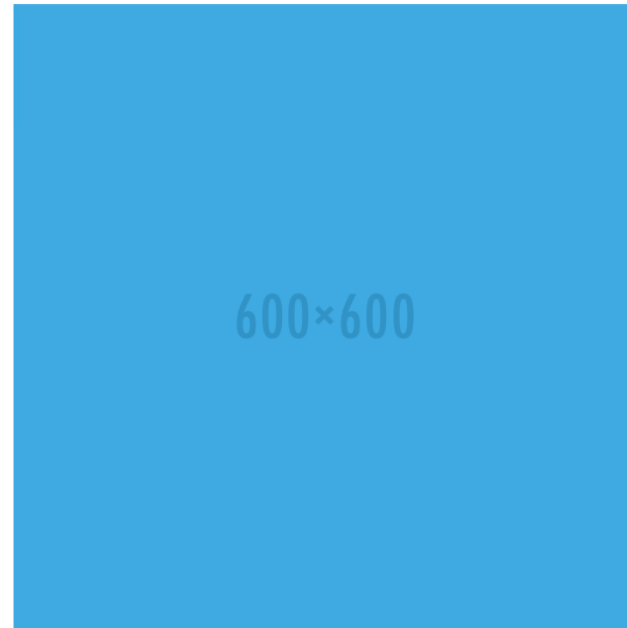


Shop Crafty Coconut

GIFT CARDS



CUSTOM WOOD SIGNS





? **Is there an age restriction?** ▼

Yes. Children under the age of 16 are not permitted in any of our studios while a workshop is being held. This is a safety precaution due to exposure to various tools, stain and paints. If a guest brings an infant or child, they will be asked to re-book for a different date.

? **How long is a workshop?** ▼

Workshops are about 3 hours of fun. Sometimes they are a bit longer or shorter, depending on the creative details of your project or chatting among your friends!

? **Can I bring my own wine, beverages or food?** ▼

Absolutely. Crafty Coconut is a BYO studio (meaning you can enjoy your own beer, wine, refreshments or appetizers). Please make sure to bring your own disposable flatware, cups, plates and napkins as well.

? **Do I need to choose my paint color in advance?** ▼

Nope. You will choose from a wide variety of paint colors during your class. Our instructors can help you choose what color scheme may best suit your ideas. On display in our studio are examples of various stains and color palettes to help you decide. The only selection made in advance is your project theme and personalization text (last name, monogram).

Policies

REGISTRATION

Please select your project and customization details at the time of booking on our registration form. Double check your spelling for any errors so that your materials will be properly ready for you at the start of class.

WORKSHOP CANCELLATION POLICY

Registration fees are non-refundable, however, they can be used as a credit towards a future class should you need to cancel. Cancellations must be made *72 hours in advance* of a workshop in order to be granted a class credit.

If attendance is below 6 guests, we reserve the right to cancel the workshop.

Project Change Request

We're happy to accommodate any changes to your project. Changes made prior to 72 hours of your workshop are free of charge. Changes made within 72 hours require a \$10 stencil recut fee (payable at the start of class).

Email us with your name, class date and details for any change request.

SAFETY WAIVER

I understand that I will use drills, hammers, nails, sand paper, stains and paint during Crafty Coconut workshops. I understand there may be certain risks in participating at a woodworking workshop. I agree to take precautions and adhere to all Crafty Coconut's recommendations, rules and warnings. I assume full responsibility for personal injury to myself. I agree to release Crafty Coconut for any injury, loss or damage which may arise from my participation in a workshop whether caused by me, Crafty Coconut or any third party. I agree to indemnify Crafty Coconut against all claims, damages, judgments costs or expenses including reasonable attorney's fees and other litigation costs which may arise from my participation in a workshop or my presence in a Crafty Coconut facility.

BY CHECKING THE "ACCEPT POLICIES" BOX, I CONFIRM THAT I HAVE READ AND FULLY UNDERSTAND THESE CRAFTY COCONUT POLICIES AND THIS SAFETY WAIVER.

Crafty Coconut Workshop
Draft Website – Site Under Construction

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Have a Question?

Crafty Coconut of Hinsdale

47 S Washington St, 2nd Floor
Hinsdale, IL 60521

**Right above Phillips Flowers, a block down
from Starbucks*

**Free parking on Washington, after 4pm*

To register for a class, visit our Workshop Calendar

////////////////////////////////////
Your Name (required)

Your Email (required)



A Nicor Gas® System Improvement Initiative

Village of Hinsdale

February 7, 2017

Nicor Gas is now part of Southern Company

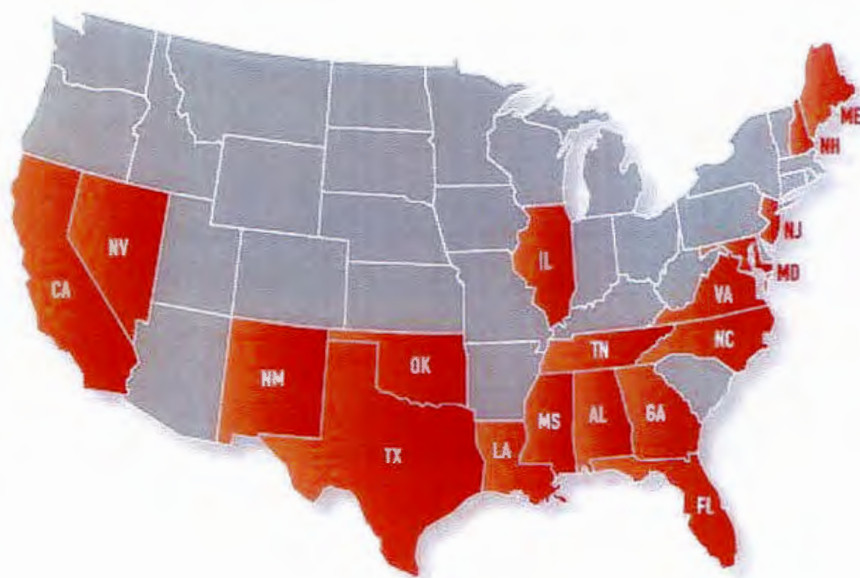
OUR NEW COMPANY

APPROXIMATELY
44,000 MW
OF GENERATING
CAPACITY

NEARLY
200,000
MILES OF
POWER LINES

MORE THAN
80,000
MILES OF NATURAL
GAS PIPELINES

190 Bcf
OF NATURAL GAS
STORAGE CAPACITY



OPERATIONS IN
18 STATES

11
ELECTRIC & NATURAL
GAS UTILITIES

32,500
TOTAL EMPLOYEES

9 MILLION
UTILITY CUSTOMERS

MORE THAN
1 MILLION
RETAIL CUSTOMERS

INVESTINGinILLINOIS
A Nicor Gas System Improvement Initiative



Nicor Gas Profile

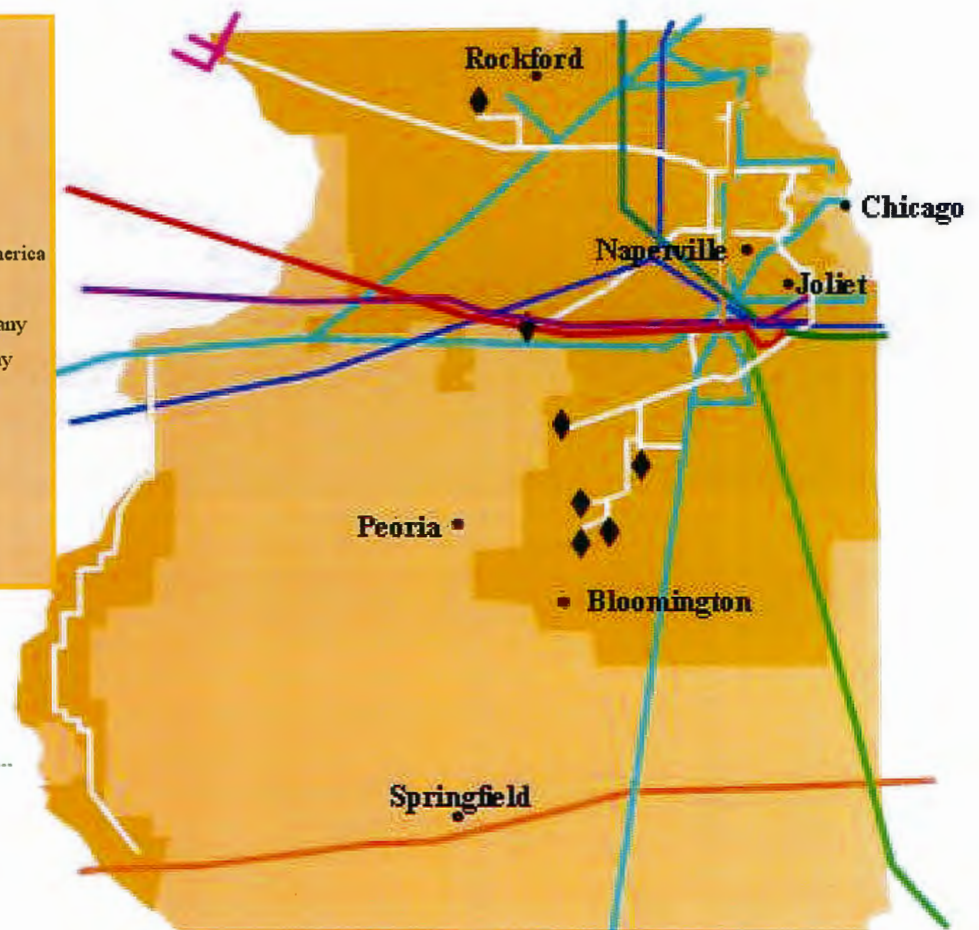
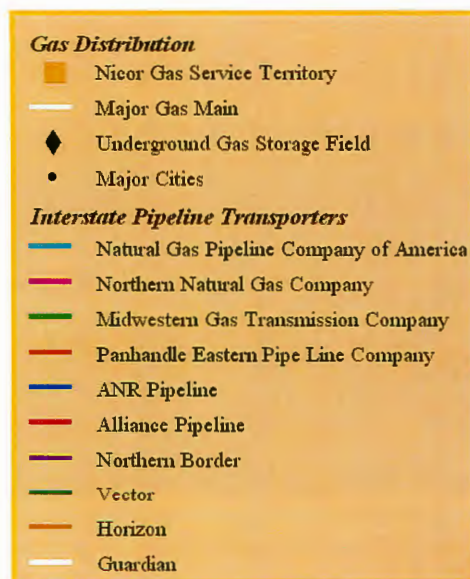
34,000-mile gas distribution system

Largest natural gas distribution company in Illinois

17,000 sq. mile service area

2.2+ million customers

650+ communities served



INVESTINGinILLINOIS

A Nicor Gas System Improvement Initiative

What is *Investing in Illinois*?

- Nicor Gas is increasing the level of infrastructure improvements on its system
 - The Natural Gas Consumer, Safety & Reliability Act is the law that allows us to make certain infrastructure enhancements
 - The multi-year program began in 2015



What is *Investing in Illinois*?

- The infrastructure enhancements include:
 - Replacing hundreds of miles of aging natural gas pipeline
 - Replacing storage systems to help us supplement natural gas supplies in the winter
 - Refurbishing stations that regulate natural gas pressure



Benefits of *Investing in Illinois*

- This program benefits our company, customers and the communities we serve by:
 - Upgrading infrastructure that will enhance safety and reliability
 - Improving customer convenience and reducing need for future repairs
 - Enhancing capacity



Benefits of *Investing in Illinois*

- Additionally, we anticipate the infrastructure improvements throughout our territory will support:
 - New business development spurred by an improved, modernized infrastructure
 - Increased business activity driven by the heightened demand for goods and services
 - Job creation as a result of an expanded need for employees, contractors, vendors and suppliers

What *Investing in Illinois* Means for our Customers

- If a property is going to be affected by our modernization efforts, we will contact customers
 - Letters and newsletters
 - Door hangers and yard flags
 - Face-to-face
- Our employees and contractors wear identification badges

What *Investing in Illinois* Means for our Customers

- “Qualified Infrastructure Charge” appeared on bill in March 2015
 - Cost-controlled adjustment not to exceed an annual average **four percent of delivery charges**
 - **All** customers are impacted by the adjustment
 - The amount may change from month to month **based on consumption and the investment** we make under the program
- The amounts billed are filed monthly with the Illinois Commerce Commission

Investing in Illinois Communication Pieces

June 29, 2015

Enhancements to your natural gas system in Evanston/Skokie

INVESTINGinILLINOIS
A Nicor Gas System Improvement Initiative

Investing in Illinois: A Nicor Gas System Improvement Initiative is a multi-year initiative to modernize aging natural gas infrastructure. Nicor Gas will be modernizing the system that delivers natural gas safely and reliably to your neighborhood and we want to keep you informed of our work. Highlighted below are the major steps involved in the project that we will soon be starting in your neighborhood.

Inspect Sewers
June 29, 2015
Sewer inspections are part of Nicor Gas safety practices. If your sewer lines are not accessible from the street, a Nicor Gas contractor will schedule an appointment to inspect the sewer for from inside your property. There will be no interruption in your natural gas or sewer service during the inspection. Visit nicorgas.com/evanston for the inspection will be on the same day as the sewer inspection with spray paint.

Install New Meter Location & Utilities
June 29, 2015
Nicor Gas, our contractor, will contact you to schedule an appointment to locate your existing natural gas line and existing gas meter. We will identify where the new metering will be placed outside of your property. If applicable, we will locate your existing natural gas line. Any construction (fence, driveway, etc.) that is to be removed before the appointment so we can access your natural gas piping.

During this step, water, sewer, electric and cable utilities will also be located and identified with spray painted markings and colored flags. It is important that these markings always remain visible for your safety. Please only those, such as sprinkler systems, are your responsibility to identify and mark at this time before utilities are marked.

For Your Safety
These improvements are part of the Natural Gas Consumer Safety & Reliability Act and each are required under the Gas Safety Act. All Nicor Gas employees and contractors will have Nicor Gas or AGL. Please contact 800-818-5945 and we will contact them if requested.

Our Commitment
We take great care in implementing construction projects that limit disruption and we understand your time is valuable. We appreciate your understanding and thank you for allowing us to continue to provide you with safe and reliable natural gas service.

Install the Natural Gas Main
July 13, 2015
Nicor Gas will install a new natural gas main in your neighborhood.

Install the Natural Gas Line
August 3, 2015
Nicor Gas will install a new natural gas line that connects your property to the new natural gas main. We will also install a new gas meter on your property and flag.

Connect the System & Restore Facilities
Nicor Gas will contact you to schedule an appointment to move your natural gas meter outside and reconnect your inside piping. Your natural gas will remain off for approximately three hours. If there is more than one meter, the process may take longer. As a safety measure, we will connect or seal the natural gas line at this point. If you have a gas leak, please call 800-818-5945.

Restore Landscaping & Pavement
October 3, 2015 - Expected completion
We understand that you value the appearance of your property. Nicor Gas will restore landscaping and paving impacted by our construction to the condition in which you found it. Temporary relocation of items may be necessary until permanent restoration can be completed.

Areas Affected

Block:
9200 - 9354 Summit Ave.
9312 - 9338 Church St.
9305 - 9400 East Peoria
9305 - 9300 Emerson St.
9201 - 9244 Ewing Ave.
9302 - 9344 Ewing St.
9301 - 9322 Mason St.

Evanston:
2100 - 2127 Summit Ave.
2617 - 2620 Elyse Rd.
2624 - 2130 Ewing Ave.
2100 - 2131 Lincolnwood Dr.
1 - 17 Martha Ln.
2509 - 2519 McCormick Blvd.
1901 - 2103 Midland Ave.
2439 - 2621 Simpson St.

Questions?
Project Referral:
Evanston: 800-818-5945
Landscaping & Paving:
800-753-6114 ext. 4

For More Information:
nicorgas.com/evanston
800-818-5945
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800-818-5945

Nicor Gas
An AGL Resources Company

Sample Customer Newsletter

INVESTINGinILLINOIS
A Nicor Gas System Improvement Initiative

Do you ever think about the natural gas pipeline that delivers natural gas to your home?

At Nicor Gas we don't just think about the underground pipeline - we design, build, operate and maintain over 24,000 miles of pipeline infrastructure across northern Illinois. This infrastructure delivers natural gas to heat your home and cook your food while also delivering the clean energy that businesses need to manufacture goods and run large industrial machinery.

To ensure consistent safe and reliable delivery of natural gas to the more than 650 northern Illinois communities we serve, Nicor Gas is enhancing the level of infrastructure improvements through a program we call Investing in Illinois: A Nicor Gas System Improvement Initiative.

Improved infrastructure regarding infrastructure improvements that will benefit you.

We're investing in a wide range of improvements:

Beginning in 2015, and over the course of several years, Nicor Gas will be upgrading every part of our infrastructure to ensure our customers have access to clean energy every day. You see the wheels in motion on our infrastructure, the Natural Gas Consumer Safety & Reliability Act, focuses on increasing public safety by modernizing the state infrastructure and replacement of portions of Illinois' natural gas distribution system.

Investing in Illinois will allow Nicor Gas to:

- Replace hundreds of miles of aging natural gas pipelines.
- Allow natural gas to heat homes that are older and less energy efficient.
- Upgrade natural gas storage systems.
- Replace valves that regulate the natural gas pressure in the system.

This initiative will strengthen the regional economy

With all construction & infrastructure construction activities, the benefits of this initiative will be reaching communities that have invested in our regional support:

- Job creation in a variety of sectors for employees, contractors, vendors and suppliers.
- Increased business activity driven by the regional demand for goods and services during the construction phase.
- Increased economic activity driven by the regional demand for goods and services during the construction phase.

What this means for you

If your neighborhood or company is going to be affected by our infrastructure efforts, Nicor Gas representatives will contact you in advance to reduce any inconvenience. Upcoming projects can be viewed at nicorgas.com/WorkinYourNeighborhood.

As required by Illinois law, the Qualified Infrastructure Charge will be used as a source of funding for the project. The project will be completed within 12 months, based on your natural gas service area and it is expected to be completed by the end of the project.

The amount billed under the Qualified Infrastructure Charge will be used to fund the project. The amount billed will be used to fund the project. The amount billed will be used to fund the project.

Nicor Gas is proud to be investing in Illinois.

nicorgas.com/WorkinYourNeighborhood
investinginillinois@nicorgas.com

Nicor Gas
An AGL Resources Company

Sample Bill Insert

INVESTINGinILLINOIS
A Nicor Gas System Improvement Initiative



INVESTINGⁱⁿILLINOIS

A Nicor Gas® System Improvement Initiative

Nicor Gas is proud to be *Investing in Illinois*

Questions?



MEMORANDUM

DATE: January 11, 2017
TO: President Cauley and the Village Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Robert McGinnis, Community Development Director/Building Commissioner *R*
RE: **Community Development Department Monthly Report- December 2016**

In the month of December the department issued 37 permits, including 2 demolition permits and 3 permits for new single family homes. The department conducted 264 inspections and revenue for the month came in at just over \$90,500.

There are approximately 78 applications in house, including 18 single family homes and 25 commercial alterations. There are 27 permits ready to issue at this time, plan review turnaround is running approximately 4 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 49 engineering inspections were performed for the month of December by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 16 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT December 2016

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	3	6			
New Multi Family Homes	0	0			
Residential Addns./Alts.	11	8			
Commercial New	0	0			
Commercial Addns./Alts.	2	5			
Miscellaneous	4	15			
Demolitions	2	6			
Total Building Permits	22	40	\$ 72,552.00	\$810,071.00	\$1,326,537.00
Total Electrical Permits	7	14	\$ 8,263.00	\$ 75,724.00	\$126,773.00
Total Plumbing Permits	8	16	\$ 9,786.00	\$ 115,821.00	\$222,006.00
TOTALS	37	70	\$ 90,601.00	\$1,001,616.00	\$ 1,675,316.00

Citations			\$500		
Vacant Properties	16				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	162	214			
Plumbing	29	48			
Property Maint./Site Mgmt.	24	31			
Engineering	49	59			
TOTALS	264	352			

REMARKS:

VILLAGE OF HINSDALE - December 13, 2016

<i>Name</i>	<i>Ticket NO.</i>	<i>Location</i>	<i>Violation</i>	<i>Ord Fine</i>	<i>Result</i>
Acuna, Maria	11642	642 S. Quincy	Failure to obtain permit	250	250
A Touch of Green	11646	321 E. 9th Street	Failure to control dust	250	Trial 3/17
Greenday Landscape	11643	642 S. Quincy	Failure to obtain permit	250	Dismissed
Tierra Services	11638	722 S. Lincoln	Property maintenance standards	250	
Tim T. Martin Company	11640	328 E. 8th Street	Violation of work hours	No show	
Weekley Homes LLC	11645	954 S. Madison	Violation of delivery hours	250	250
Wisch, Lee	11644	50 S. Washington	Failure to maintain exterior property	1000	Trial 2/17

Fines assessed: 500 500

STOP WORK ORDERS ASSESSED

Date	SWO Issued to	Address	Reason
-------------	----------------------	----------------	---------------

SWO assessed:

MONTHLY TOTAL: 500 500



MEMORANDUM

DATE: February 7th, 2017

TO: President Cauley and Village Board of Trustees

FROM: Heather Bereckis, Interim Manager of Parks & Recreation

RE: January Staff Report

The following is a summary of activities completed by the Parks & Recreation Department during the month of January.

Platform Tennis

The platform tennis season started the first week of October. Per HPTA's court license agreement with the Village, all HPTA league players are required to have a current Village membership. At this time, the bulk of membership revenue has posted, but final numbers are not yet reflected. It is worthwhile to note that the number of resident members has declined year-over-year, while the number of non-resident members continues to increase. Revenue is trending higher than 2015, although membership numbers are lower; this is due to the fee increase that went into effect on Sept. 1st, 2016. A table indicating the fee increase is shown below. This increase was approved by HPTA to help cover the costs of Mary Doten's Court Manager contract and improvements to the Platform Tennis facility.

Platform Membership Fees	2015/16		2016/17	
	Fees		Fees	Change
Resident Individual	\$	120	\$	200 \$ 80
Resident Family	\$	175	\$	250 \$ 75
Non-Resident Individual	\$	289	\$	300 \$ 11
Non-Resident Family	\$	345	\$	375 \$ 30

Lifetime memberships will vary in number year to year, although there is no revenue associated with these memberships. This is because lifetime members have to elect to renew their passes each year. A family may choose to participate in 2013, but then not renew again until 2016. Due to this not affecting revenue, there are currently no stipulations requiring passes to be renewed every year in order to keep the lifetime status. Below is a summary of all current membership revenue.

MEMORANDUM

Platform Tennis Membership Summary

Memberships as of 1/23/17	2015					2016						
	New Members	Renewal Members	Total Members	Revenue YTD	2016 Fees	New Members	Renewal Members	Total Members	Change of over Prior Year	Revenue YTD	Change over Prior Yr.	% of Change Over Prior Year
Resident Individual	12	60	72	\$8,285	\$200	15	42	57	-15	\$11,400	\$3,115	38%
Resident Family	9	17	26	\$4,550	\$250	2	24	26	0	\$6,250	\$1,700	37%
Resident Secondary	24	53	77	\$0	\$0	6	51	57	-20	\$0	\$0	0%
Resident Total	45	130	175	\$12,835		23	117	140	-35	\$17,650	\$4,815	38%
Non-Resident Individual	10	75	85	\$24,565	\$300	34	75	109	24	\$32,550	\$7,985	33%
Non-Resident Family	2	14	16	\$5,520	\$375	6	12	18	2	\$6,750	\$1,230	22%
Non-Resident Secondary	1	38	39	\$0	\$0	22	35	57	18	\$0	\$0	0%
Non-Resident Total	13	127	140	\$30,085		62	122	184	44	\$39,300	\$9,215	31%
Resident Lifetime	N/A	186	186	\$0	\$0	N/A	163	163	-23	\$0	\$0	0%
Non-Resident Lifetime	N/A	89	89			N/A	91	91	2	\$0	\$0	0%
Total Lifetime Members	N/A	275	275			N/A	254	254	-21	\$0	\$0	0%
Total Memberships/Revenue	58	443	590	\$42,920		85	402	578	-12	\$56,950	\$14,030	33%

Lesson information for platform tennis was included in the fall and winter/spring brochures. Mary Doten, per her agreement with the Village, teaches and coordinates lessons. This is year one of a renewed two-year agreement with Ms. Doten. The terms are that Ms. Doten pays the Village 10% of her gross lesson revenue. The first installment of lesson payments from Ms. Doten was in the amount of \$4,080; a second payment is due in April. A table showing revenue from lessons for the past 3 years is included below; based on the first payment, revenue is trending up slightly over FY 2015/16.

Platform Tennis Lesson Revenue	Fall	Winter	Total	Difference
FY 2013/14	\$ 4,005	\$ 3,353	\$ 7,358	
FY 2014/15	\$ 3,532	\$ 3,311	\$ 6,843	\$ (515)
FY 2015/16	\$ 4,007	\$ 4,269	\$ 8,276	\$ 1,433
FY 2016/17	\$ 4,080			

Katherine Legge Memorial Lodge

Preliminary gross rental revenue for the fiscal year to-date is \$109,360. As discussed in detail during the December Parks & Recreation Commission meeting, revenue for the 2016/17 fiscal year continues to lag behind that of fiscal year 2015/16.

Rental revenue for the eighth month of the fiscal year is \$9,875. In December, there were 10 events held at the Lodge, which is five less than the prior year. Expenses for December are up 8% over the prior year, which can be attributed to the increase in marketing expenses.

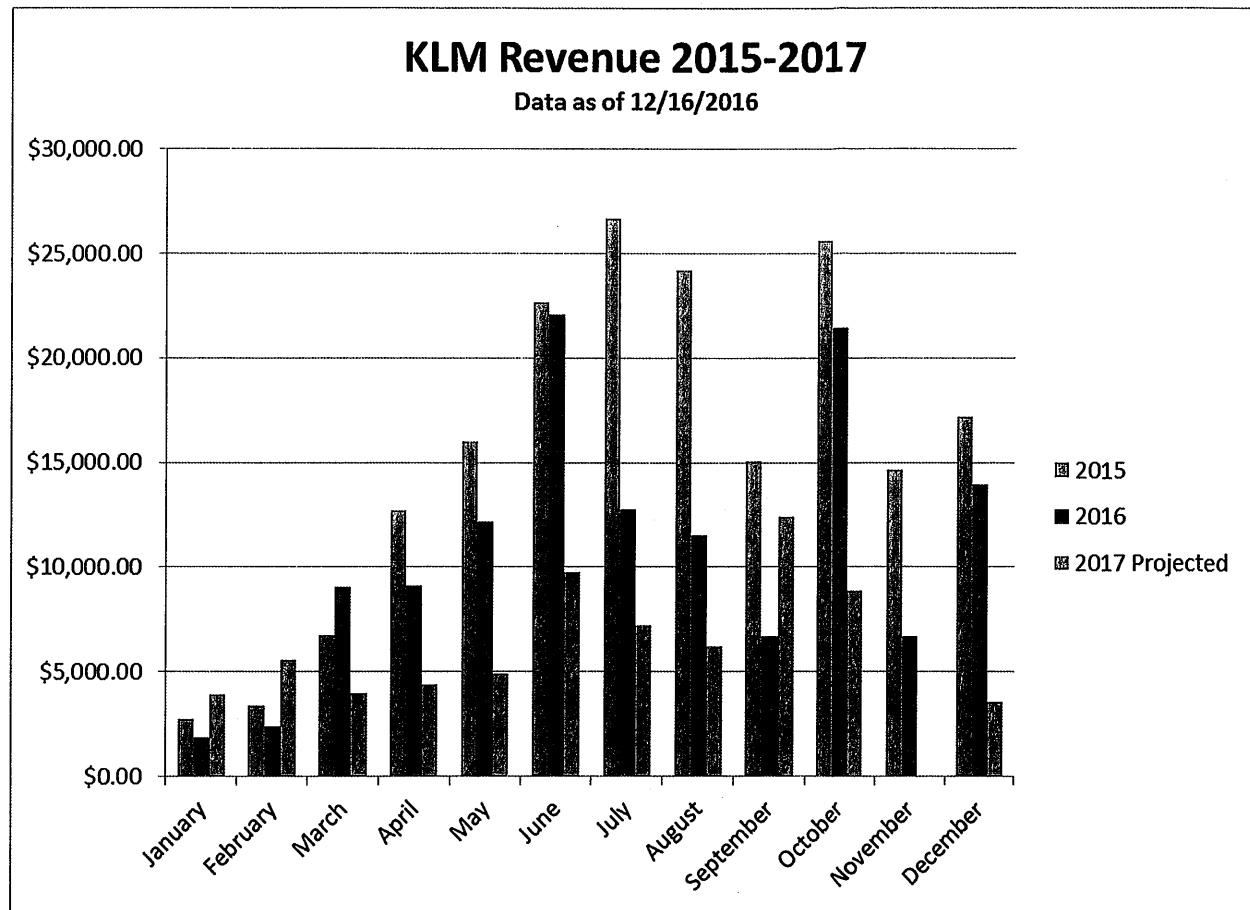
MEMORANDUM

REVENUES	December		YTD		Change Over the Prior year	2016-17 Annual Budget	FY 16-17 % of budget	2015-16 Annual Budget	FY 15-16 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	\$17,200	\$9,875	\$163,875	\$109,360	(\$54,515)	\$180,000	61%	\$160,000	102%
Caterer's Licenses	\$500	\$500	\$13,766	\$9,500	(\$4,266)	\$15,000	63%	\$15,000	92%
Total Revenues	\$17,700	\$10,375	\$177,641	\$118,860	(\$58,781)	\$195,000	61%	\$175,000	102%
EXPENSES	December		YTD		Change Over the Prior year	2016-17 Annual Budget	FY 16-17 % of budget	2015-16 Annual Budget	FY 15-16 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Total Expenses	\$11,385	\$12,274	\$111,111	\$81,696	(\$29,415)	\$212,741	38%	\$199,700	56%
Net	\$6,315	(\$1,899)	\$66,530	\$37,164	(\$29,366)	(\$17,741)		(\$24,700)	

As noted in the materials previously provided to the Commission, staff has performed an analysis to compare the current Lodge gross revenues to those of the prior six years. As you will see below, while the current fiscal year shows a significant decline over the prior year, it is still on par with past history. Gross revenues for fiscal year 2015-16 were much higher than average.

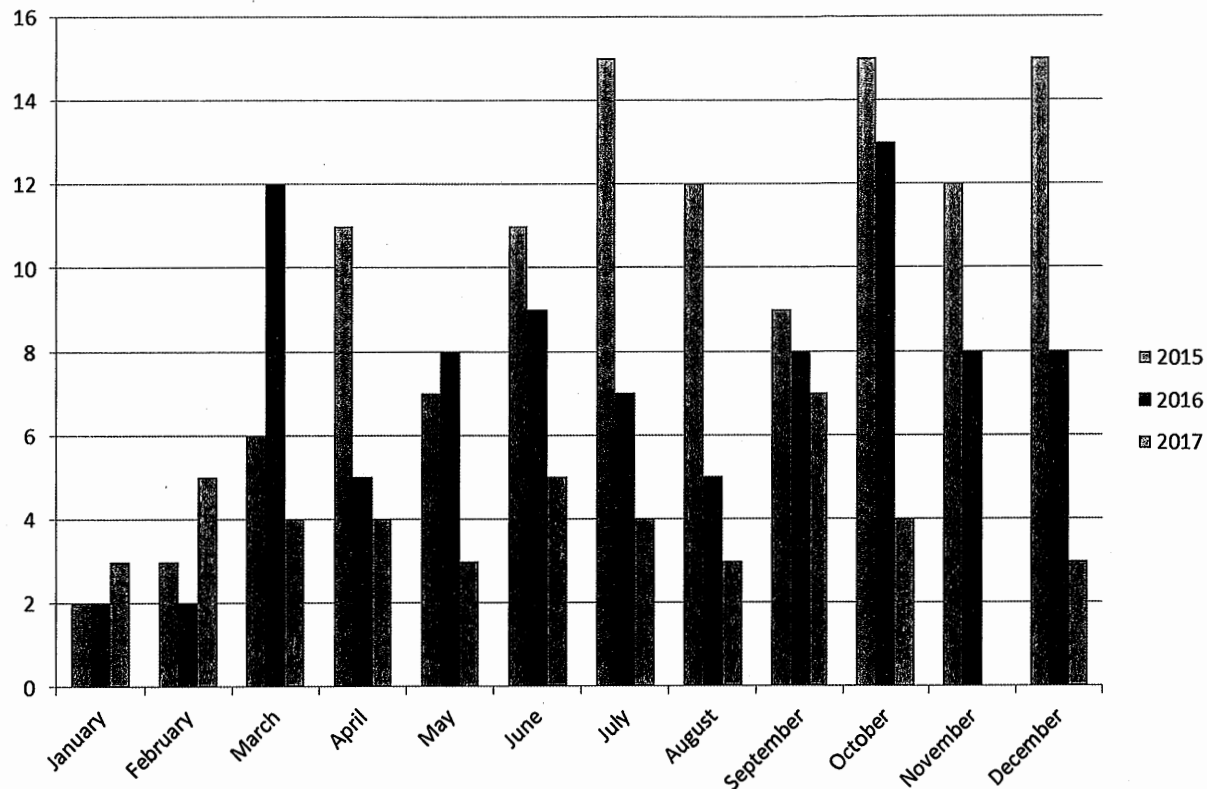
KLM Gross Monthly Revenues						
Month	2011/12 FY	2012/13 FY	2013/14 FY	2014/15 FY	2015/16 FY	2016/17 FY
May	\$ 8,561	\$ 8,801	\$ 16,796	\$ 13,745	\$ 16,000	\$ 11,850
June	\$ 11,156	\$ 10,745	\$ 26,818	\$ 17,450	\$ 22,770	\$ 22,845
July	\$ 13,559	\$ 9,786	\$ 18,650	\$ 12,909	\$ 27,475	\$ 12,550
August	\$ 17,759	\$ 18,880	\$ 19,579	\$ 25,350	\$ 24,775	\$ 12,645
September	\$ 14,823	\$ 14,498	\$ 12,137	\$ 24,510	\$ 15,250	\$ 11,500
October	\$ 16,347	\$ 15,589	\$ 14,825	\$ 23,985	\$ 25,580	\$ 21,395
November	\$ 8,256	\$ 11,612	\$ 8,580	\$ 14,724	\$ 14,825	\$ 6,700
December	\$ 8,853	\$ 10,265	\$ 13,366	\$ 17,290	\$ 17,200	\$ 9,875
total	\$ 99,314	\$100,176	\$130,751	\$ 149,963	\$163,875	\$109,360

Below is a graph showing the past two years of data and the upcoming year's projection. Future predictions are based on the average revenue from the event type. Also included below are charts indicating the number of reservations and reservation type by month. Typically, events are booked 6-18 months in advance of the rentals; however, if there are vacancies, staff will accept reservations within 5 days of an event. These tracking devices will be updated monthly.



KLM Reservations 2015-2017

Data as of 12/16/2016



KLM Reservation Type by Month	2017					2016				
	Wedding	Corporate Event	Social Event	Camps & Retreats	Total	Wedding	Corporate Event	Social Event	Camps & Retreats	Total
January		2	1		3			2		2
February	1	3	1		5		1	1		2
March	1	2	1		4	1	8	2		11
April	1	2	1		4		2	3		5
May	1	1	1		3	4		4		8
June	2		3	1	6	7	1		1	9
July	1		3		4	6		1		7
August	2		1		3	3	2			5
September	5		1		6	3	3	2		8
October	2	1	1		4	8	4	1		13
November					0	3	3	2		8
December	1		2		3	2	1	5		8



MEMORANDUM

As you will note, there is some concern warranted due to the decline in bookings. However, staff has begun putting the approved marketing plan in place and anticipates seeing an increase in reservations related to increased marketing within three months. Calls for events 8-18 months out are already coming in. To secure rentals for spring 2017, a reminder mailing to past renters is being sent, and the Lodge is offering special discounts for new renters.

The second Lodge Open House is scheduled for February 23rd from 6-8pm. This timing is intended to capture recently-engaged clients who may be looking to book a wedding venue. The event allows patrons to tour the facility, and a 10% discount is offered to visitors if they ultimately opt to book an event. Also present at the event will be some of the preferred caterers the Lodge offers. Staff intends to hold quarterly Open Houses for 2017, and will hold the holiday Open House immediately after Thanksgiving to potentially capture additional holiday bookings.

Upcoming Brochure & Activities

The Winter/Spring 2017 programming is under way. Staff is currently compiling information for the Summer 2017 brochure, which is set to be delivered on March 20th. Staff has moved the timing of the Summer brochure delivery up from April in response to residents expressing a desire to book summer camps earlier in the year.

Upcoming Special Events include the Easter Egg Hunt on Saturday, April 15th and the Earth Day Park Cleanup on Friday, April 21st. As in the past, the Easter Egg Hunt will be done in collaboration with The Community House and will be held at Robbins Park. This year's Earth Day Park Cleanup will also be held at Robbins Park.

Field/Park Updates

Ice Rinks

Staff constructed one 170'x90' rink at Burns Field. With the cold early December temperatures, staff was able to have the rink open by December 14th. Melin Park's resident-operated 40'x80' ice rink was open by December 16th. However, the rinks have been closed quite a bit this winter due to warmer temperatures.

Weather permitting, unsupervised Warming House hours at Burns will be from 3:30-6:30pm on weekdays and 10am-6pm on weekends. Both rinks are open to the public. Village signage is posted at both locations indicating rules and current ice conditions. This information is also posted on the Village website and social media.



MEMORANDUM

Community Pool

Staff has made contact with the 2016 pool staff to see who plans to return for the upcoming season. After return confirmations have been made, staff will begin to hire for the vacant positions. Lifeguards are trained and certified by the Pool Managers in May.

Pool passes go on sale March 1st; early bird pass rates are effective through April 28th. Emails and letters will be sent to previous pass holders in early February, ads and press releases will be posted in the local papers and signs/flyers will be posted around the community in mid-February to advertise pass sales.



MEMORANDUM

DATE: February 7, 2017

TO: Kathleen A. Gargano, Village Manager

CC: President Cauley and the Village Board of Trustees

FROM: Anna Devries, Economic Development Coordinator / Finance Clerk
Emily Wagner, Administration Manager

RE: January Economic Development Monthly Report

The following economic development updates are for your review:

- The Economic Development Commission (EDC) meeting was cancelled on January 24 due to a lack of a quorum. The next meeting is scheduled for February 28.
- On January 11, staff attended a meeting with Nicor and other Village staff to discuss upcoming Nicor infrastructure work in the Central Business District (CBD). Staff discussed helping assist in communication with the businesses in the CBD. Staff will be utilizing the database that was created from conducting site visits to all businesses in the CBD to further communication with businesses during construction.
- On January 13, staff met with EDC Chair John Karstrand to discuss the upcoming EDC capital projects and an EDC vacancy.
- On January 19, staff attended a ribbon cutting for Living Well Dental at 5 W. Second Street, Unit 7. Staff toured the new business and the welcomed the new business to Hinsdale.
- On January 23, staff attended a joint meeting with the Hinsdale Chamber of Commerce, Nicor and the Hinsdale Middle School to discuss all three of the upcoming construction projects taking place in 2017.
- On January 24, staff spoke to Jane Foster, owner of 36 E. Hinsdale Ave. Jane informed staff that Verizon, the current tenant of 36 E. Hinsdale Ave., will not be renewing its lease when it expires in August 2017. Staff has since learned that Verizon will be relocating to a new location within the Central Business District in Hinsdale, most likely Garfield Crossing.
- During the month of January, staff has been working with the owners of Amy Tripple Photography & Design, who have now opened for business at 44 Harrison Place. Amy Tripple Photography & Design has won multiple National Association of Professional Child Photographers Awards (NAPCP) and has been voted one of Daily Candy's "Best Coast-to-Coast Photographers."
- Throughout the month, staff has been working with three potential business owners who are interested in opening a business in the Hinsdale community.



MEMORANDUM

- Staff has continued implementation of the Village welcome sign, which is included in the proposed FY 17/18 Capital Plan. Staff has been communicating with the Cook County Forest Preserve to discuss relocating the Forest Preserve sign on Ogden Avenue farther away from the proposed welcome sign site. Currently the Forest Preserve sign blocks the proposed welcome sign location.



MEMORANDUM

Date: January 27, 2017
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 – December 2016**

In reviewing the Police Department's activities for December, 2016, the following incidents were those of note;

There were four armed robberies reported during the month of December, an unusually high number based on historical data. One offender was responsible for three of the incidents and was taken into custody on two separate occasions by our Police Officers. The second arrest was after the offender had been charged and release from DuPage County Jail. As a result of the subsequent offense, the suspect was charged with Felony Armed Robbery and his bond privileges were revoked and as a result, he remains in custody at the jail and will until his trial. These incidents occurred on December 3 (Mobil Gas Station), December 5 (Hinsdale Foodmart), and December 12, 2016 (Mobil Gas Station).

The second and unrelated incident occurred on December 6, 2016 at the Dunkin Donuts at York and Ogden. The offender in this incident has not been identified and the investigation is ongoing.

On December 21, 2016, Officer Thomas Lillie was promoted and appointed to the position of Deputy Chief of Operations.



POLICE SERVICES MONTHLY REPORT

December 2016

Investigations, Crime Prevention, and Youth Bureau Summary

December 2016

For the month of December 2016, the division had a total of 71 cases being investigated with 39 of them brought to disposition. The most frequent incident classifications for these cases were Fraud/Identity Theft (22), Burglary from Motor Vehicle (14), and Theft (8).

INVESTIGATIONS DIVISION

On November 24, 2016, a 60-year-old Wheaton woman was charged with one count of **Possession of a Stolen Motor Vehicle** after a traffic stop. The vehicle had been taken from the 600 block of North Oak Street. The woman was transported to DuPage County Jail for a bond hearing.

On December 3, 2016, a 41-year-old Chicago man was charged with one count of **Driving while License Suspended**, one count of **Failure to Give Information**, one count of **Operating a Uninsured Vehicle**, and one count of **Attempted Obstruction of Justice** after a traffic stop. The man also had two outstanding warrants. The man was transported to DuPage County Jail.

On December 5, 2016, a 24-year-old Hinsdale man was charged with one count of **Aggravated Robbery**, after he robbed the Mobil Gas station at 8 W. Chicago Ave. on December 3, 2016. The man was transported to DuPage County Jail.

On December 12, 2016, a 24-year-old Hinsdale man was charged with one count of **Attempted Robbery**, after he attempted to rob the Hinsdale Food Mart in the 5800 block of South Madison Street. He was transported to DuPage County Jail.

On December 13, 2016, a 31-year-old Hinsdale man was charged with two counts of **Possession of Controlled Substance** and one count of **Possession of a Firearm (stun gun)** on a warrant, after a November 2016 investigation. The man was transported to the Bridgeview Court for a bonding hearing.

On December 19, 2016, a 23-year-old Hinsdale man was charged with two counts of **Possession of a Controlled Substance** on a warrant after an August traffic stop. The man was released after posting bond.

On December 22, 2016, a 41-year old Willowbrook woman was charged with one count of **Battery** after an altercation with staff from Hinsdale Hospital in November of 2016. The woman was released on an I-bond.

On December 22, 2016, a 42-year-old Chicago man was charged with one count of **Possession of Controlled Substance**, one count of **No Driver's License**, and one count of **Speeding**, after a traffic stop. The man was transported to DuPage County Jail.

CRIME PREVENTION ACTIVITY

D.A.R.E. (DRUG ABUSE RESISTANCE EDUCATION)

December 1, 2	10 classes	Hinsdale Middle School
December 5	3 classes	St. Isaac Jogues School
December 6	1 class	Hinsdale Adventist Academy

The Junior High D.A.R.E Program is a ten lesson program that is presented in all eighth grade classrooms in Hinsdale Public and Parochial Schools. Topics include making good decisions, consequences, decision-making, risks, drug, alcohol, tobacco awareness and resistance.

On December 2, 2016, Officer Coughlin participated in the annual Christmas Walk. He spoke with many parents and their children, answering questions and handing out stickers. He also visited many stores and spoke with employees and owners.

On December 5, 2016, Officer Coughlin attended a TASER training class and was recertified to carry the TASER.

On December 5, 2016, Officer Coughlin presented a Situational Awareness/Self-Defense class to a group of middle school Girl Scouts. The class was about not putting yourself in a position to become a victim, knowing your surroundings, and learning self-defense techniques. The girls all had a chance to practice the self-defense techniques.

On December 6, 2016, Officer Coughlin met with a juvenile offender and his father about a theft issue and put him on a station adjustment.

On December 7, 2016, Officer Coughlin attended the DuPage Juvenile Officers Association board meeting in Wheaton. Topics covered were meeting/training places, upcoming trainings and board meetings, membership, website, scholarships, and presenters for the fall training conference. The upcoming Juvenile Law Update was set for January 25, 2017, in Warrenville.

On December 7, 2016, Officer Coughlin attended the DuPage Juvenile Officers Association training meeting in Wheaton. The topic was youth services. Presenters were from 360 Youth Services, Wheaton Outreach, and Northeast DuPage Family & Youth services. These agencies discussed their programs and services and answered questions.

On December 7, 2016, Officer Coughlin met with a male alcohol offender and his parents, and placed him in the Peer Jury diversion program.

On December 8, 2016, Officer Coughlin met with a male alcohol offender and his parents ,and placed him in the Peer Jury diversion program.

On December 9, 2016, Officer Coughlin met with a male alcohol offender and his parents, and placed him in the Peer Jury diversion program.

On December 9, 2016, Officer Coughlin met with a male alcohol offender and his parents, and placed him in the Peer Jury diversion program.

On December 10, 2016, Officer Coughlin presented the Alive at 25 Defensive driving course at the Hinsdale Police Department. The 4 ½ hour class is dedicated to improving decision making by identifying behaviors which can lead to traffic crashes. The course includes videos, group work and facilitated discussion.

On December 14, 2016, Officer Coughlin attended a D181 safety meeting at Elm School regarding panic buttons for the schools.

On December 12, 2016, Officer Coughlin met with the Principal at Hinsdale Middle School, a few students and their parents about some inappropriate photos that were taken and possibly shared. He explained what type of criminal charges could be filed against the students and the seriousness of their actions. The school then handled the situation without any police action.

On December 19, 2016, Officer Coughlin gave a station tour to a group of Cub Scouts from Madison School. He spoke to the Scouts about how they can help keep their community safe, provided crime prevention tips, and reminded the Scouts how to be respectful.

On December 20, 2016, Officer Coughlin presented the 8th grade D.A.R.E. Graduation at St. Isaac Jogues School. He invited a K-9 Officer from the Oak Brook Police Department to the graduation to give a presentation. Officer Coughlin arranged to have two recovering teen patients from Cornell Interventions speak with the students. The teens spoke of their former drug and alcohol abuse and advised the graduates not to get involved with any of these activities. The teens answered questions from the eighth graders. Principal Burlinski and Deputy Chief Bernholdt also addressed the 8th graders.

On December 21, 2016 Officer Coughlin presented the 8th grade D.A.R.E. Graduation at Hinsdale Middle School. He invited a K-9 Officer from the Oak Brook Police Department to the graduation to give a presentation. Officer Coughlin arranged to have two recovering teen patients from Cornell Interventions speak with the students. The teens spoke of their former drug and alcohol abuse and advised the graduates not to get involved with any of these activities. The teens answered questions from the eighth graders. Principal Pena and Chief Simpson also addressed the 8th graders.

On December 22, 2016, Officer Coughlin met with a teen alcohol offender, presented a shortened Alive at 25 class, and discussed his decisions and their consequences.

On December 27, 2016, Officer Coughlin met with a juvenile offender and his father about a theft issue and followed up on his station adjustment.

On December 27, 2016, Officer Coughlin met with a female alcohol offender and her parents and placed her in the Peer Jury diversion program.

On December 2, 9, 16, and 21, 2016, Officer Coughlin walked the Business District monitoring the behavior of middle school students. Officer Coughlin spoke with teens, shoppers, business owners and handled any incidents related to the students.

On December 1, 27, and 28, 2016, Officer Coughlin supervised two students doing community service.

On December 1, 8, 15, 2016, Officer Coughlin presented the 2016 Citizen's Police Academy. Each week features different officers. Topics covered were DUI's, Statement Analysis, Traffic Enforcement, and Crisis Negotiations. A crisis scenario was given to the class and they had the chance to become negotiators.

YOUTH BUREAU SUMMARY

On November 9, 2016, at approximately 1:40pm, the high school Resource Officer came in contact with a high school senior. He was charged with **Truancy**. He was ordered to **Appear in Field Court**.

On December 1, 2016, at approximately 1:59pm, officers were dispatched to The Lane School for a juvenile who ran away from school. Upon further investigation, officers located an elementary school fourth grader. He was taken back to school. **No Further Action Taken.**

On December 3, 2016, at approximately 10:51pm, officers were dispatched to the area of Fourth and Madison for juveniles in the alley being loud and possibly intoxicated. Upon arrival, they came in contact with four high school juniors. All four were charged with **Unlawful Consumption of Alcohol** and were assigned **Peer Jury**.

On December 8, 2016, at approximately 10:00am, the high school Resource Officer came in contact with a high school senior. He was charged with **Possession of Cannabis**. He was ordered to **Appear in Field Court**.

On December 10, 2016, at approximately 10:36pm, an officer was dispatched to the area of the 200 block of N. Madison St. for juveniles skitching behind a car. Upon arrival, the officer located several juveniles including two high school juniors. Officers spoke to the juveniles and contacted a parent for one juvenile. **No Further Action Taken.**

On December 12, 2016, at approximately 2:00pm, the high school Resource Officer came in contact with a high school sophomore. She was charged with **Possession of a Controlled Substance**. The charge was **Direct Filed**.

On December 20, 2016, at approximately 9:05pm, an officer was dispatched to the area of the 800 block of Chanticleer Ln. to assist the Hinsdale Fire Department with a possible psychiatric evaluation. Upon arrival, officers came in contact with a high school senior. **No Further Action Taken.**

On December 23, 2016, at approximately 10:56pm, officers were dispatched to the area of the 900 block of S. Madison St. to assist the Hinsdale Fire Department with an unconscious juvenile. Upon arrival, officers came in contact with two high school juniors. The first was charged with **Permitting Prohibited Gathering for Underage Consumption**. The second was charged **Unlawful Consumption of Alcohol**. Both were assigned **Peer Jury**.

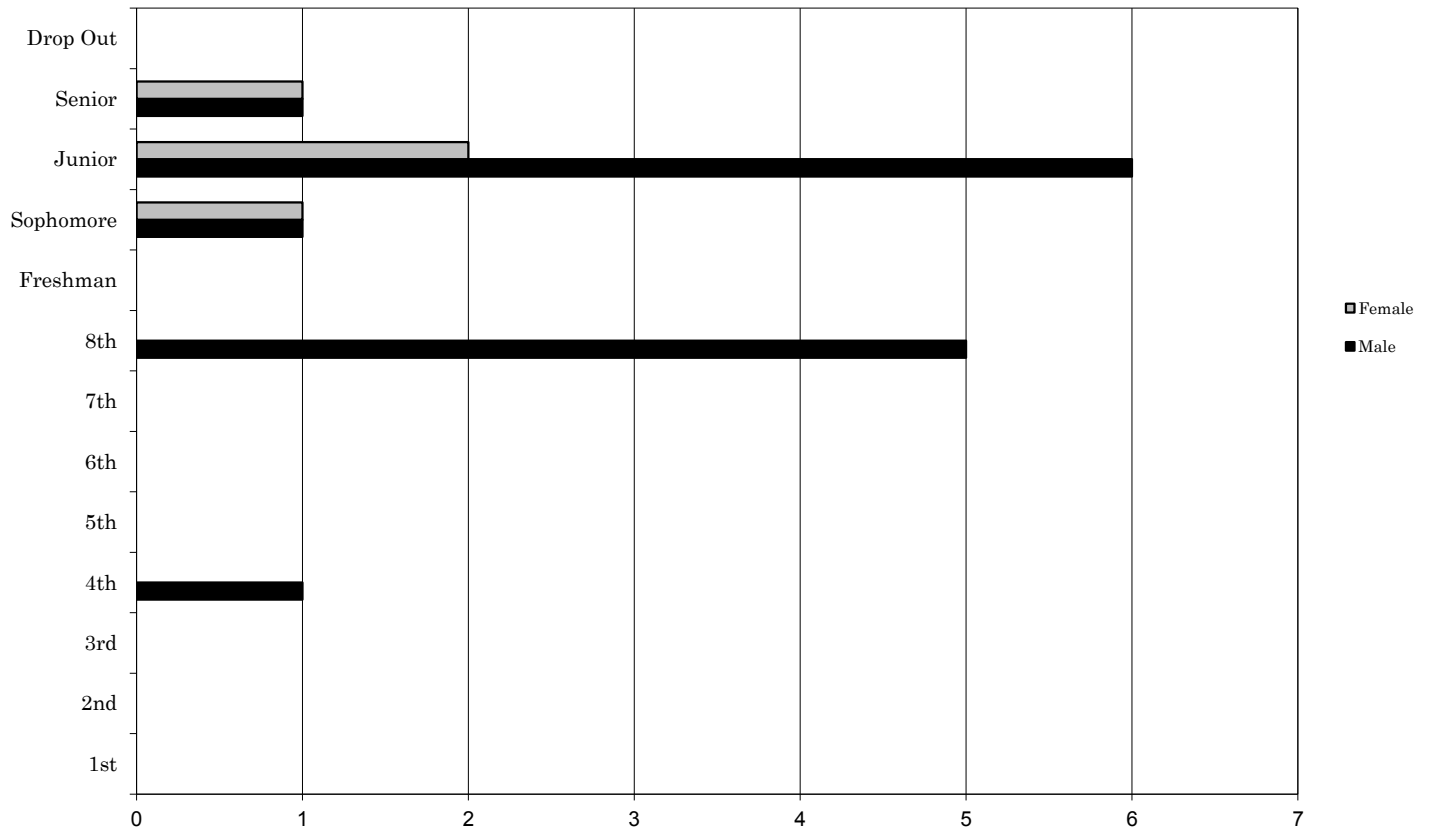
On December 30, 2016, at approximately 7:19pm, an officer was dispatched to the area of Third and County Line Rd. for a report of juveniles tampering with holiday decorations. Upon further investigation, the officer came in contact with five elementary school eighth graders. All five juveniles were transported to the HPD and parents were notified. All were **Released to Parents**.

Hinsdale Police Department

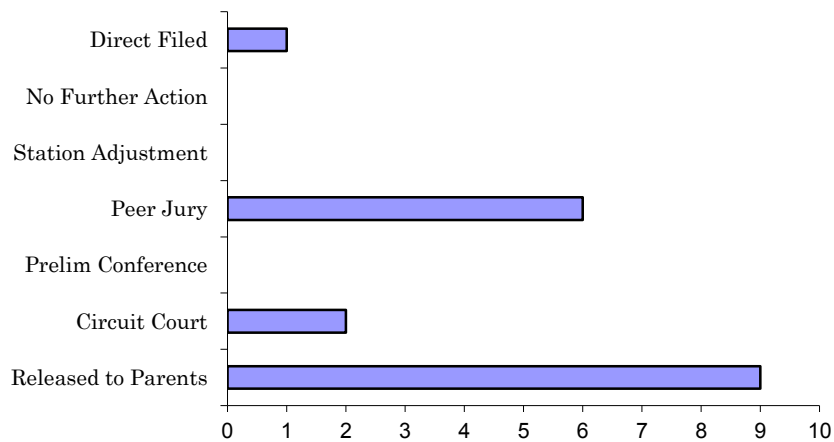
JUVENILE MONTHLY REPORT

December 2016

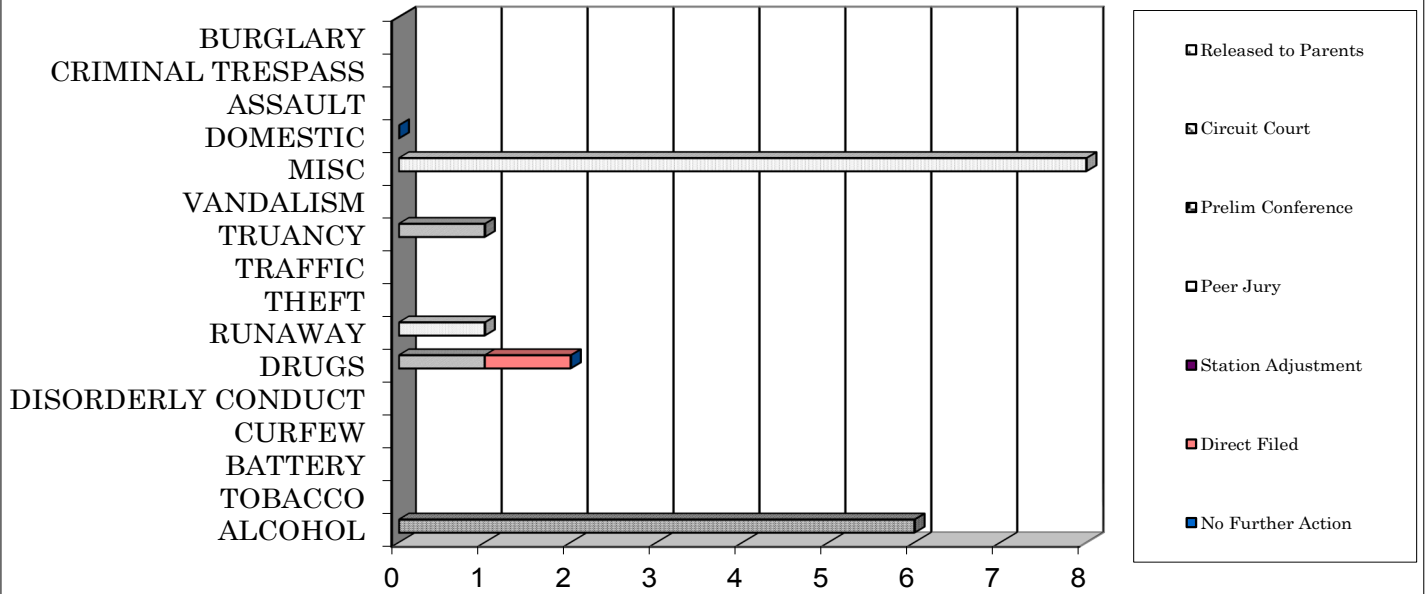
AGE AND SEX OF OFFENDERS



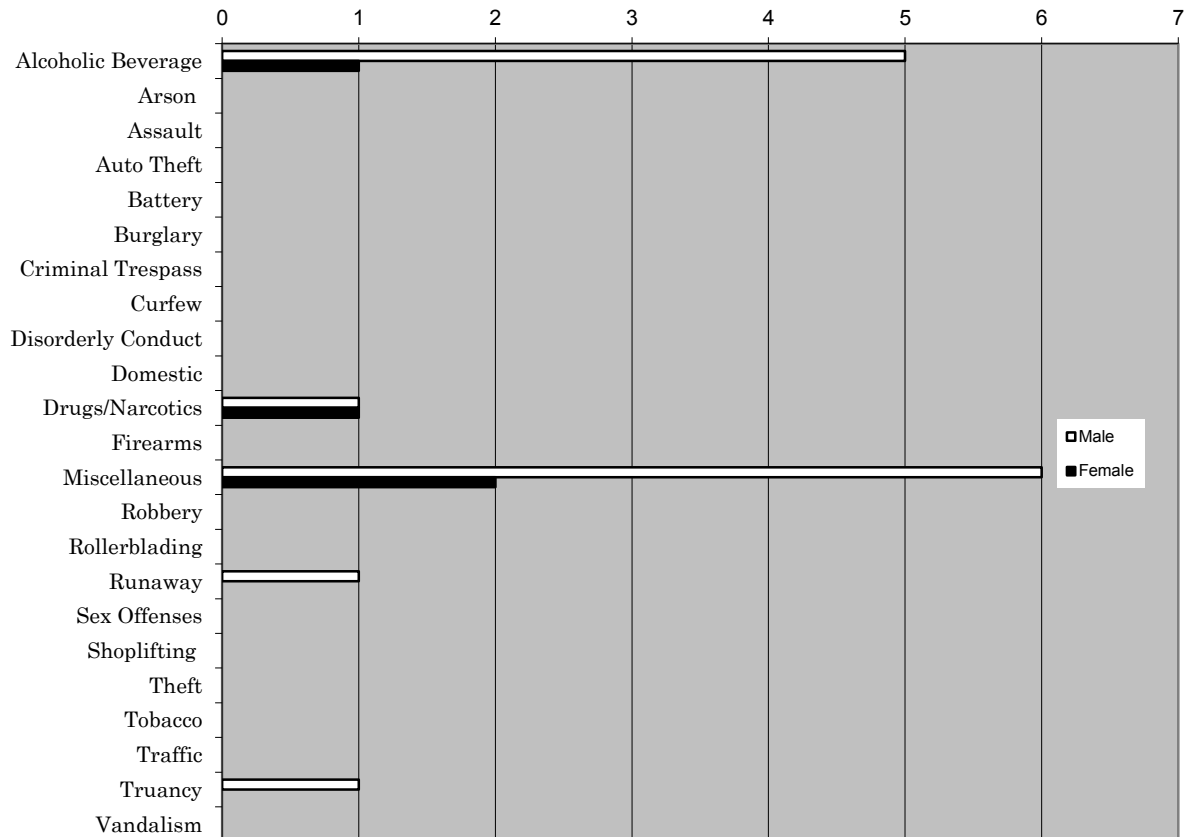
DISPOSITION OF CASES



DISPOSITION BY OFFENSE TYPE



Juvenile Monthly Offenses Total Offenses by Offense Type



Hinsdale Police Department

NOTABLE TRAFFIC INFORMATION REQUESTS AND ACTIVITY DECEMBER 2016

Traffic Safety Reviews:

7th & Monroe: A request was received from a concerned citizen for a stop sign installation. The study showed the minimum number of crashes and volumes of vehicles were not met for a stop sign installation.

The Lane & Oak: A study was completed of this intersection following a meeting with residents who expressed concerns about its safety. The study showed the minimum number of crashes and volumes of vehicles were not met for a 4-way stop sign installation.

500 blk N. Oak Speed Surveys: Speed surveys were conducted in follow-up to resident concerns about increased volumes and speeds of vehicles in the area. The reports show the vehicles traveling at the greatest speeds are sporadic throughout the daytime hours, but overall the 85th Percentile Speed (the speed at which 85% of the motorists are traveling at or below, is 30mph.) The findings are consistent with other speed surveys done recently on Fuller and N. County Line Road. No patterns are evident which would suggest a speed problem which is unique and warrants additional speed enforcement manpower. Use of speed feedback signs and enforcement of stop signage in the area will continue.

On-Going Intersection Studies: Intersection studies remain on-going at the following intersections: **Garfield & Walnut** (review for a 4-way stop sign due to recent evidence of increase in crash volume); **Chicago & Grant** (review for a 4-way stop sign due to recent evidence of increase in crash volume); **Maple & Clay** (resident request for crosswalk marking installation).

Other Traffic related activity:

“Stop Means Stop” Initiative: The Police Department continued the “Stop Means Stop” traffic initiative throughout the month of November. Since the start of the program in June 2015, **690** citations and **1,016** warnings have been issued for stop sign violations.

SELECTIVE ENFORCEMENT ACTIVITY

(Number of Traffic Stops)

NORTH SIDE

Chicago Ave: Rt. 83 to Monroe (9)
County Line Road: Walnut to Ogden (10)
Madison: North to Ogden (8)
Ogden Avenue (128)
York Road: The Lane to Ogden (4)

SOUTH SIDE

County Line Road: 47th to 55th (30)
55th Street (66)

SPEED TRAILER

SPEED FEEDBACK SIGN

SPEED SURVEYS

None (unfavorable weather conditions)

None (undergoing maintenance)

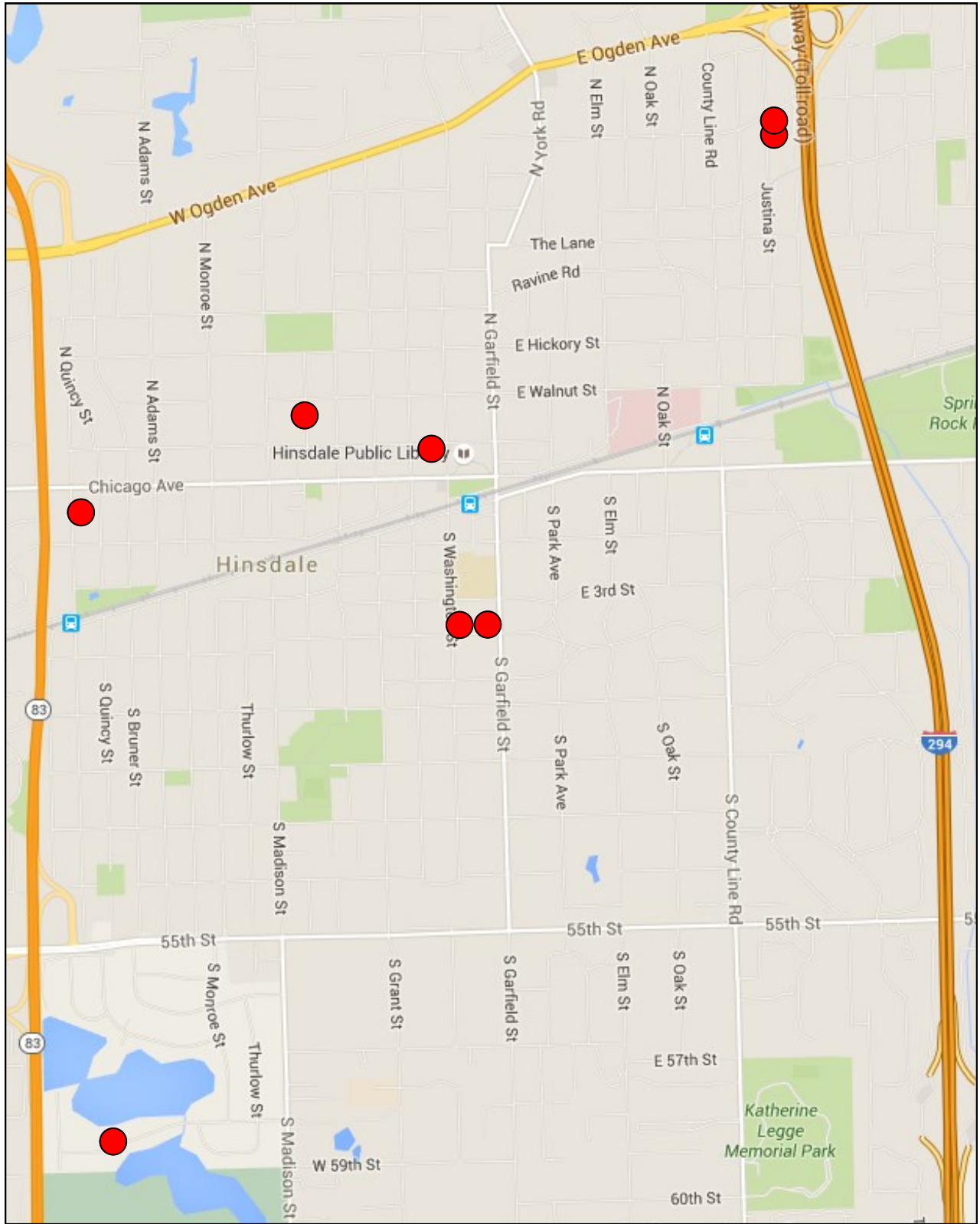
500 blk N. Oak St.

TRAFFIC ENFORCEMENT

December 2016

<i>* Includes Citations and Warnings</i>	This Month	This Month Last Year	YTD	Last YTD
Speeding	191	175	2,247	1,761
Disobeyed Traffic Control Device	51	26	701	506
Improper Lane Usage	18	36	396	360
Insurance Violation	6	11	122	120
Equipment or Registration Offense	79	71	926	719
Seatbelt Violation	3	3	65	413
Stop Signs	49	51	563	848
Yield Violation	9	11	117	146
No Valid License/Suspended/Revoked	5	8	102	116
Railroad Violation	1	0	15	24
Cellular Phone Violations	27	21	384	477
Other	32	38	543	236
TOTALS	471	451	6,181	5,726

December 2016



- Burglaries (includes Residential) and Attempted Burglaries
- Burglaries from Motor Vehicles (includes Trespass and Theft from Vehicles)

Hinsdale Police Department

MONTHLY OFFENSE REPORT

December 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	1	1	1	1
3. Robbery	4	0	4	2
4. Assault and Battery, Aggravated	0	0	0	0
5. Burglary	0	3	12	21
6. Theft	7	12	155	141
7. Auto Theft	1	0	15	5
8. Arson	0	0	0	1
TOTALS*	13	16	187	171

* 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—December 2016

	This Month	This Month Last Year	This Year to Date	Last Year To Date	% CHANGE
Sex Crimes	1	1	4	2	100
Robbery	4	1	4	2	100
Assault/Battery	1	2	21	26	-19
Domestic Violence	6	14	136	113	20
Burglary	0	3	4	14	-71
Residential Burglary	0	1	11	14	-21
Burglary from Motor Vehicle	5	0	86	13	562
Theft	7	11	75	116	-35
Retail Theft	0	2	19	13	46
Identity Theft	4	4	65	65	0
Auto Theft	1	1	16	7	129
Arson/Explosives	0	0	0	0	0
Deceptive Practice	1	0	4	9	-56
Forgery/Fraud	11	6	69	39	77
Criminal Damage to Property	5	13	68	89	-24
Criminal Trespass	1	2	31	9	244
Disorderly Conduct	2	2	27	22	23
Harassment	2	4	117	82	43
Death Investigations	5	2	21	13	62
Drug Offenses	5	4	26	46	-43
Minor Alcohol/Tobacco Offenses	3	4	28	19	47
Juvenile Problems	11	13	124	125	-1
Reckless Driving	15	14	127	83	53
Hit and Run	7	4	95	101	-6
Traffic Offenses	7	2	45	71	-37
Motorist Assist	32	79	743	743	0
Abandoned Motor Vehicle	1	3	10	18	-44
Parking Complaint	28	2	74	86	-14
Auto Accidents	65	78	698	673	4
Assistance to Outside Agency	81	3	126	43	193
Traffic Stops	409	363	4,988	3,286	52
Noise complaints	4	7	113	137	-18
Vehicle Lockout	21	28	271	291	-7
Fire/Ambulance Assistance	117	139	316	1,528	-79
Alarm Activations	108	94	1,258	1,142	10
Open Door Investigations	15	3	81	51	59
Lost/Found Articles	14	20	200	170	18
Runaway/Missing Persons	3	1	34	30	13
Suspicious Auto/Person	67	79	856	554	55
Disturbance	1	2	16	54	-70
911 hangup/misdial	32	22	258	642	-60
Animal Complaints	31	29	440	410	7
Citizen Assists	49	39	510	432	18
Solicitors	1	8	79	84	-6
Community Contacts	0	0	53	37	43
Curfew/Truancy	0	3	11	11	0
Other	188	255	4,353	2,335	86
TOTALS	1,371	1,367	16,711	13,850	21

*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.

Hinsdale Police Department

Training Summary December 2016

(All training is mandatory unless noted otherwise)

On Thursday, December 8, 2016, Officer Evan Caughie-Petcher attended Narcan training.

On Friday, December 9, 2016, Chief Kevin Simpson attended Ticket Revenue Workshop.

From Monday, December 12, 2016, through Friday, December 16, 2016, Officer Carter Sward attended a 40 Hour Basic Evidence Technician course.

On Friday, December 16, 2016, Detective Thomas Krefft attended the Taser Instructor Recertification course.

During the month of December, all required officers completed the Monthly Legal Update, LEADS certifications and qualified with their designated weapons.

Submitted by:

Sergeant Thomas Yehl
Training Coordinator

December 2016 Collision Summary

All Collisions at Intersections						Right-Angle Collisions at Intersections					
						<i>Collisions of this type are considered when reviewing MUTCD Warrants</i>					
LOCATION	30 days	12 Months	2 Years	3 Years	5 Years	LOCATION	30 days	12 Months	2 Years	3 Years	5 Years
County Line Rd. & Chanticleer	1	1	1	1	1	County Line Rd. & Chanticleer	1	1	1	1	1
County Line Rd. & Fuller	1	1	1	1	2	County Line Rd. & Fuller	1	1	1	1	2
Elm & Ogden	1	6	5	6	27	Elm & Ogden	1	4	5	6	27
Garfield & Eighth	2	3	2	2	5	Garfield & Eighth	2	2	2	2	5
Grant & Maple	1	1	1	1	2	Grant & Maple	1	1	1	1	2
Lincoln & Chicago	1	3	5	5	12	Lincoln & Chicago	1	3	5	5	12
Lincoln & Hickory	1	3	3	6	9	Lincoln & Hickory	1	3	3	6	9
Lincoln & Ogden	1	3	2	2	12	Lincoln & Ogden	1	2	2	2	12
Madison & 55th	1	5	5	6	21	Madison & Hickory	1	2	3	3	3
Madison & Hickory	1	2	3	3	3	Monroe & Chicago	2	6	9	12	21
Madison & Ogden	1	4	4	4	19	Rt. 83 & 55th	1	6	10	14	37
Monroe & Chicago	2	6	9	12	21	Washington & BN RR	1	1	1	1	1
Oak & Ogden	1	4	3	4	19	TOTALS	14	32	43	54	132
Rt. 83 & 55th	2	9	10	14	37						
Washington & BN RR	1	1	1	1	1						
TOTALS	16	47	43	58	209						

Contributing Factors and Collision Types			
Contributing Factors:		Collision Types:	
Failure to Yield	10	Private Property	4
Improper Backing	6	Hit & Run	6
Failure to Reduce Speed	17	Personal Injury	8
Following too Closely	2	Pedestrian	0
Driving Skills/Knowledge	5	Bicyclist	0
Improper Overtaking/Passing	2		
Exceeding Safe Speed for Conditions	7		
Improper Turning	1	Crashes by Day of the Week:	
Disobeyed Traffic Signals	1	Sunday	9
Improper Lane Usage	3	Monday	9
Had Been Drinking	2	Tuesday	8
Vehicle Equipment	2	Wednesday	4
Vision Obscured	1	Thursday	11
Driving Wrong Way	0	Friday	6
Distraction	5	Saturday	4
Weather	5		
		TOTAL	51

* Contributing factors may be higher than total crashes, due to multiple contributing factors in a single crash

Hinsdale Police Department

Manual on Uniform Traffic Control Devices Warrants

Section 2B.04 Yield/Stop Signs

The use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has three or more approaches and where one of more of the following conditions exist:

- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve the failure to yield right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

YIELD or STOP signs should not be used for speed control.

Section 2B.07 Multi-Way Stop Applications

Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

Guidance:

The decision to install multi-way stop control should be based on an engineering study. The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

- A. 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.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
 - 1. 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
 - 2. 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
 - 3. If the 85th -percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

CITATIONS—December 2016

CITATIONS BY LOCATION

		This Month	This Month Last Year	YTD	Last YTD
Chestnut Lot	<i>Commuter Permit</i>	21	42	392	439
Highland Lot	<i>Commuter Permit</i>	10	22	264	279
Village Lot	<i>Commuter Permit</i>	42	46	485	599
Washington Lot	<i>Merchant Permit</i>	28	49	708	569
Hinsdale Avenue	<i>Parking Meters</i>	288	557	3,827	4,871
First Street	<i>Parking Meters</i>	329	541	3,954	4,943
Washington Street	<i>Parking Meters</i>	469	571	4,495	5,131
Lincoln Street	<i>Parking Meters</i>	26	23	264	269
Garfield Lot	<i>Parking Meters</i>	139	84	1,071	835
Other	<i>All Others</i>	342	356	4,817	4,813
TOTALS		1,694	2,291	20,277	22,748

VIOLATIONS BY TYPE

	This Month	This Month Last Year	YTD	Last YTD
Parking Violations				
<i>METER VIOLATIONS</i>	1,170	1,836	14,334	16,983
<i>HANDICAPPED PARKING</i>	3	15	71	98
<i>NO PARKING 7AM-9AM</i>	40	13	416	251
<i>NO PARKING 2AM-6AM</i>	147	81	1,503	1,229
<i>PARKED WHERE PROHIBITED BY SIGN</i>	39	58	565	570
<i>NO VALID PARKING PERMIT</i>	47	77	634	910
Vehicle Violations				
<i>VILLAGE STICKER</i>	29	55	616	760
<i>REGISTRATION OFFENSE</i>	93	68	1,019	566
<i>VEHICLE EQUIPMENT</i>	2	5	74	375
Animal Violations	7	7	65	75
All Other Violations	117	76	980	931
TOTALS	1,694	2,291	20,277	22,748

Social Networking Monthly Status Report

December 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:

Posted a photo of an owl that was rescued by Hinsdale Police Officers.

Provided information on the man suspected in an armed robbery at a Hinsdale convenience store.

Congratulated Sergeant Wodka and Officer Sward for receiving Life Saving Awards at the Village Board meeting.

Updated residents that the man accused of armed robbery last week will appear in bond court today.

Informed residents that “Coffee with a Cop” will be held on Friday, January 6, 2017, at Café La Fortuna.

Alerted residents that East and West bound traffic on 55th Street and Garfield is down to one lane for an extended period of time.



Sergeant Wodka (left) and Officer Sward (right) after they received the Life Saving Award at the Village of Hinsdale Board meeting December 13, 2016.

NUMBER OF FOLLOWERS

Facebook: 1,404

twitter: 1,133

Hinsdale Police Department



REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Village President's Report

SUBJECT: Appointments to Boards and Commissions

MEETING DATE: February 7, 2017

FROM: Christine Bruton, Village Clerk

Recommended Motion

Approve the appointments to Village Boards and Commissions, as recommended by the Village President.

Background

Due to the expiration of terms and/or resignations, vacancies can occur on any given Board or Commission. The Village President, with the advice and consent of the Village Board, makes every effort to fill these vacancies in a timely fashion with qualified, committed volunteers.

Discussion & Recommendation

The following individuals have agreed to serve as outlined below:

Historical Preservation Commission

Ms. Shannon Weinberger appointed to a 3-year term through April 30, 2020

Firefighters' Pension Fund Board

Mr. William A. Trader appointed to a 3-year term through April 30, 2020

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Applications and resumes (provided confidentially to Village Board of Trustees)