



MEETING AGENDA

**SPECIAL MEETING OF THE
VILLAGE BOARD OF TRUSTEES
Tuesday, January 10, 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 December 12, 2016

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

5. RECOGNITION OF FIRE & POLICE DEPARTMENT PERSONNEL

6. VILLAGE PRESIDENT'S REPORT

- a) Appointments to Boards & Commissions

7. FIRST READINGS - INTRODUCTION

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

Administration & Community Affairs (Chair Hughes)

- a) Approve a new rental fee structure for Katherine Legge Memorial Lodge effective November 2017

Environment & Public Services (Chair LaPlaca)

- b) Approve a Resolution for Maintenance of Streets and Highways by Municipalities under the Illinois Highway Code (2017 Resurfacing Project)

Zoning & Public Safety (Chair Stifflear)

- c) 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'**
- d) Approve an Ordinance Approving Exterior Appearance Plans Related to Telecommunications Equipment Upgrades – Verizon - 339 W. 57th Street**

- e) Approve a Temporary Use Permit for an off-premise ground sign at 2 Salt Creek Lane for the building at 8 Salt Creek Lane for a period of 60 days**
- f) 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)**

8. CONSENT AGENDA

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

Administration & Community Affairs (Chair Hughes)

- a) Approval and payment of the accounts payable for the period of December 13, 2016 through January 10, 2017 in the aggregate amount of \$1,092,149.90 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

Environment & Public Services (Chair LaPlaca)

- b) Award Bid #1619 for Memorial Building ADA Improvements to Czervik Construction in an amount not to exceed \$122,500 (*First Reading – December 12, 2016*)

Zoning & Public Safety (Chair Stifflear)

- c) Approve an Ordinance Designating a Historic Landmark – Single Family Home at 306 S. Garfield Avenue, and;
Approve an Ordinance Designating a Historic Landmark – Coach House at 26 E. Third Street (*First Reading – December 12, 2016*)

9. SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

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

Zoning & Public Safety (Chair Stifflear)

- a) Approve an Ordinance Approving a Major Adjustment to an Exterior Appearance Plan at 22 E. First Street – Nabuki (*First Reading – December 12, 2016*)

10. DISCUSSION ITEMS

11. DEPARTMENT AND STAFF REPORTS

- a) Community Development
- b) Parks & Recreation

12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

13. OTHER BUSINESS

14. NEW BUSINESS

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

16. TRUSTEE COMMENTS

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

18. ADJOURNMENT

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

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

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

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

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Darrell Langlois, ADA Coordinator, at 630-789-7014 **or by TDD at 630-789-7022** to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website <http://villageofhinsdale.org>

**VILLAGE OF HINSDALE
MINUTES OF THE MEETING
VILLAGE BOARD OF TRUSTEES
December 12, 2016**

The specially 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 Monday, December 12, 2016 at 7:31 p.m., roll call was taken.

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

Absent: Trustee Luke Stifflear

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, Village Engineer Dan Deeter, 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

Trustee Byrnes and Trustee Hughes suggested clarifications to the draft minutes; Trustee Elder moved to **approve the minutes of the regular meeting of November 15, 2016, as amended.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

RECOGNITION OF FIRE DEPARTMENT PERSONNEL

President Cauley recognized Firefighter/Paramedic Mike Karban for 25 years of service on the Hinsdale Fire Department.

Lieutenant Bill Claybrook was promoted to Fire Department Captain. President Cauley administered the oath of office.

POLICE DEPARTMENT LIFE SAVING AWARD

Sergeant Mark Wodka and Officer Carter Sward were awarded the Police Department Life Saving award. President Cauley reported their heroic efforts which resulted in the saving of a life. They were presented their award by President Cauley, Chief Kevin Simpson and Deputy Chief Eric Bernholdt.

VILLAGE PRESIDENT'S REPORT

President Cauley thanked Director of Public Services George Peluso and his crew for the efficient snow removal over the weekend.

President Cauley reported that about two months ago Mr. Bob Schillerstrom, the Chairman of the Illinois Tollway Authority, asked for a meeting to discuss ideas they had for its I-294 Master Plan. He met with Mr. Schillerstrom at his office along with Village Manager Kathleen Gargano and Assistant Village Manager/Director of Public Safety Brad Bloom. They learned that the Tollway Authority has \$1.7 billion that they would like to spend on I-294; at a minimum they plan to reconstruct the highway, but possibly widen the road to accommodate more truck traffic. Since that time, staff has had additional meetings with tollway representatives, most recently last Friday which he also attended. It became clear that unless they are stopped, the Tollway Authority intends on expanding I-294 from 95th Street in the south to Balmoral in the north, from the current four lanes in each direction to five lanes, and possibly six in each direction. President Cauley believes their intentions are clear because there have been discussions with the Burlington Northern Santa Fe (BNSF) to replace the existing bridge with a new one that would accommodate the widening of I-294 at a cost of roughly \$60 million. Further, the Tollway and BNSF have plans to build temporary train tracks, called a shoofly, that will bypass the existing bridge during destruction and reconstruction; and Tollway engineers have been in the Woodlands taking sound measurements.

President Cauley stated the widening of I-294 would be a disaster for Hinsdale for a number of reasons, and believes the Village must organize quickly to stop this project. These reasons include the loss of the oasis, which is Hinsdale's largest single source of tax revenue, resulting in a 10% reduction of tax income. The expansion would be devastating for residents in the Woodlands and those areas that abut the highway. The sound barrier would be moved closer to residences by between 12' to 15' feet and as much as 30', depending on the number of lanes added. Hundreds of mature trees would be removed, resulting in increased noise in the area. A new sound barrier would be within 30' of the homes on Harding Road, and properties on Columbia Avenue, Columbia Road and Mills Street would also be affected.

An expansion would also result in a significant loss of park land; Woodland Park, Veeck Park, Brook Park and Peirce Park. A minimum of 28,000' square feet would be lost in Woodland Park, the dugout, spectator areas and two fields would be lost at Peirce Park. The shoofly construction would interfere with Veeck Park lighting, eliminate use of the soccer field for several seasons, and could adversely affect the sewer lines that run under the park.

President Cauley reported the Tollway Authority is asking for temporary and permanent easements to construct the shoofly. Hinsdale does not plan to grant those easements without a

fight. He has asked Village Manager Gargano to arrange a meeting with the Tollway Authority's Executive Director, to voice our strong opposition to the plan. The Village will be vocal in their opposition to this plan, and will reach out to the Western Springs and Burr Ridge communities, as well as local State officials. He urged residents to voice their opposition, as well. Residents will be informed of any future meetings and developments on this matter on the website. It is his understanding that a final decision will be made on this project within the first quarter of 2017.

Trustee LaPlaca pointed out that the materials currently provided on the Tollway website are really just an overview including parameters for the long term, but not the specifics that have been shared at meetings.

Trustee Byrnes wondered if there are any case studies for what other towns have done to prevent these types of expansions, and referenced Oak Park's success relative to the Eisenhower Expressway. It was noted that the Tollway Authority has the power to 'take', but there has been success in opposing.

APPOINTMENTS TO BOARDS & COMMISSIONS

President Cauley made the following recommendation and asked for a motion to approve the appointment as described.

Finance Commission

Anish Parvataneni to a three-year term through April 30, 2019

Trustee Hughes moved to **approve the appointment as recommended by the Village President**. Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

FIRST READINGS – INTRODUCTION

Environment & Public Services (Chair LaPlaca)

- a) **Award Bid #1619 for Memorial Building ADA Improvements to Czervik Construction in an amount not to exceed \$122,500**

Trustee LaPlaca introduced the item and reminded the Board that they had discussed this earlier and the item has been budgeted. The project is funded, in part, by grant monies, and will come in under budget after applying the grant funding. The references of the lowest bidder have been checked. She further remarked that the bathrooms are in need of renovation, and the ADA accommodations need to be updated.

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

Zoning & Public Safety (Chair Stifflear)

- b) **Approve an Ordinance for a Second Major Adjustment to a Planned Development for Signage Replacement at 119, 120 and 135 N. Oak Street - AMITA Health**

President Cauley introduced the item and explained that although Trustee Stifflear is not present this evening, he had communicated to the Board that this item should be sent back to the Plan Commission for review. There was discussion on whether to approve some of the signage, but the Board agreed it would be better not to parse them out, but have the Plan Commission look at all of them. Trustee LaPlaca commented there are significant changes, and advised the aesthetics be considered, not just the size and number and materials. Village Planner Chan Yu noted the proposed signage is a one-color design.

Trustee LaPlaca moved **to refer an Ordinance for a Second Major Adjustment to a Planned Development for Signage Replacement at 119, 120 and 135 N. Oak Street - AMITA Health to the Plan Commission for review and recommendation.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

- c) **Approve an Ordinance Designating a Historic Landmark – Single Family Home at 306 S. Garfield Avenue, and;
Approve an Ordinance Designating a Historic Landmark – Coach House at 26 E. Third Street**

President Cauley introduced the item commenting this is a request to landmark two properties. The homeowners are present, and everything seems to be in order.

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

- d) **Approve an Ordinance Approving a Major Adjustment to an Exterior Appearance Plan at 22 E. First Street – Nabuki**

President Cauley introduced the item stating this is a case where the Board approved an adjustment to the exterior appearance, which did not include changes to the face of the structure. The window was replaced after that approval. Before the Board tonight is a request for 'retroactive' approval. President Cauley stated the window looks the same, and was probably in bad shape. Mr. Peter Burdi, restaurant owner, addressed the Board and apologized for not getting prior approval.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Elder moved **to Approval and payment of the accounts payable for the period of November 16, 2016 through December 12, 2016 in the aggregate amount of \$3,342,120.70 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

The following items were approved by omnibus vote:

- b) **Approve an Ordinance Adopting the Village of Hinsdale's Travel Expense Reimbursement Policy Pursuant to the Local Government Travel Expense Control Act (O2016-40) (First Reading – November 15, 2016)**
- c) **Waive the Competitive Bidding Process and Approve the Purchase of a S450 T4 Bobcat Skid-Steer Loader and snow removal broom with trade-in from Atlas Bobcat of Elk Grove Village, IL in an amount not to exceed \$29,528**

Environment & Public Services (Chair LaPlaca)

- d) **Approve an Ordinance Authorizing the Vacation of a Certain Portion of an Unimproved Alley Situated East of and Adjoining 735 S. Quincy Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois, at a purchase price of \$16,000 (O2016-41)**

Zoning & Public Safety (Chair Stifflear)

- e) **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 821 S. Oak (First Reading – November 15, 2016)**

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

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

Administration & Community Affairs (Chair Hughes)

- a) **Approve and Authorize an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated School District 181 for the Shared Cost of Design and Engineering Services on Parking Garage Project (First Reading – November 15, 2016)**

Trustee Byrnes moved to Approve and Authorize an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated School District

181 for the Shared Cost of Design and Engineering Services on Parking Garage Project. Trustee Hughes seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

- b) **Approve a Resolution of the Village of Hinsdale Approving and Authorizing Execution of the Land Rover Hinsdale LLC Economic Development and Sales Tax Revenue Sharing Agreement (R2016-13) (First Reading – November 15, 2016)**

Trustee Elder moved to **Approve a Resolution of the Village of Hinsdale Approving and Authorizing Execution of the Land Rover Hinsdale LLC Economic Development and Sales Tax Revenue Sharing Agreement.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

- c) **Approval of the Village's Comprehensive Annual Financial Report (CAFR) and Management Letter for the Year Ended April 30, 2016 (First Reading – November 15, 2016)**

Trustee Hughes moved **Approval of the Village's Comprehensive Annual Financial Report (CAFR) and Management Letter for the Year Ended April 30, 2016.** Trustee Elder seconded the motion.

Trustee Hughes moved to **approve the tax levy documents Items D – J, (as listed below).** Trustee Banke seconded the motion.

- d) **Approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on May 1, 2016 and Ending on April 30, 2017 in the aggregate amount of \$11,411,707 (O2016-42) (First Reading – November 15, 2016)**
- e) **Approve a Resolution abating the tax hereto levied for the year 2016 to pay the principal of and interest on \$3,500,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2008C, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (R2016-14) (First Reading – November 15, 2016)**
- f) **Approve a Resolution abating the tax hereto levied for the year 2016 to pay the principal of and interest on \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (R2016-15) (First Reading – November 15, 2016)**

- g) **Approve a Resolution abating the tax hereto levied for the year 2016 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (R2016-16) (First Reading – November 15, 2016)**
- h) **Approve a Resolution abating the tax hereto levied for the year 2016 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (R2016-17) (First Reading – November 15, 2016)**
- i) **Approve a Resolution abating the tax hereto levied for the year 2016 to pay the principal of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (R2016-18) (First Reading – November 15, 2016)**
- j) **Approve a Resolution abating the tax hereto levied for the year 2016 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (R2016-19) (First Reading – November 15, 2016)**

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

- k) **Approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal year Beginning May 1, 2016 and Ending April 30, 2017, in and for the Village of Hinsdale Special Service Area No. 9 – Localized Drainage Solution (O2016-43) (First Reading – November 15, 2016)**

Trustee Hughes moved to **Approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal year Beginning May 1, 2016 and Ending April 30, 2017, in and for the Village of Hinsdale Special Service Area No. 9 – Localized Drainage Solution.**
Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

Environment & Public Services (Chair LaPlaca)

- l) **Approve an Ordinance amending various sections of the Village Code of Hinsdale related to construction, grading plans, water discharge and engineering standards (O2016-44) (First Reading – November 15, 2016)**

Trustee LaPlaca introduced the item and stated there is no change to current practice; this item merely codifies the existing policy.

Trustee LaPlaca moved to **Approve an Ordinance amending various sections of the Village Code of Hinsdale related to construction, grading plans, water discharge and engineering standards.** Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

DISCUSSION ITEMS

a) **Police Department Hours and Staffing of Meter Enforcement Position**

Village Manager Gargano explained to the Board that we have been experiencing recruitment issues for a Meter Enforcement Officer (MEO). It is hard to recruit people, because they want to be Community Service Officers (CSO), and promote to police officers. Administration Manager Emily Wagner and Police Chief Kevin Simpson reviewed the situation to determine how best to model staffing to meet department needs.

Chief Simpson reported a CSO has many varied duties, and although the hourly pay rate is higher, they are trained in other capacities. This will make the position more attractive for hiring and job retention. They propose adding one more CSO, and not filling the meter enforcement position. This will cost a little more, but be more efficient. Village Manager Gargano added this will create a more stable workforce, and as the testing process is cumbersome, the goal is to keep these people here. President Cauley added the CSO would do the work of meter enforcement on a rotating basis. It was noted that cross training is a value to the department; and the cost per year for this person is approximately \$16,000.

Ms. Gargano addressed the Board regarding the hours the police station is open. Currently, Hinsdale is open longer than other communities, and she believes the needs of the community can be responsively met by changing the closing time to 8:30 p.m. instead of 10:30 p.m. Chief Simpson concurred and reported the minimal activity during these hours. He explained there is a phone in the vestibule of the Police station that is accessible 24/7, and goes directly to 911.

The Board agreed with both proposals for the Police Department; no action by the Board is necessary.

b) **Temporary Parking during Hinsdale Middle School (HMS) construction**

Assistant Village Manager/Director of Public Safety Brad Bloom reported regarding temporary parking during HMS construction. Previously, the Board had expressed concerns that there would not be enough compensatory parking during the construction period for Village use and school staff. A new plan has been developed that would include the closing of Washington Street between Second and Third Streets. This street closing serves two purposes; it is safer as students are not in the area, and it opens up the entire temporary lot providing 136 spaces for the Village. He has reviewed the plan with Chief Simpson and they believe this is a sound alternative. They also visited area merchants for input, and found they were amenable to this solution. Staff is still working with District 181 to find a remote parking spot for construction

traffic, but have not made a determination. Discussion followed regarding remote parking for construction staff, noting about 150 spaces would be required. Suggestions made were the Office Park north of Ogden, Veeck Park and the New Life Institute property.

DEPARTMENT AND STAFF REPORTS

- a. Treasurer's Report
- b. Fire Department
- c. Community Development
- d. Economic Development
- e. Public Services
- f. Engineering
- g. Parks & Recreation

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

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Elder remarked that he has been participating in the Police Department Citizen Academy. He thanked them for the excellent experience, and encouraged residents to participate.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Hughes **moved to adjourn the specially scheduled meeting of the**

Hinsdale Village Board of Trustees of December 12, 2016. Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

Meeting adjourned at 8:26 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Village President's Report

SUBJECT: Appointments to Boards and Commissions

MEETING DATE: January 10, 2017

FROM: Christine Bruton, Village Clerk

Recommended Motion

Approve the appointment to the Parks & Recreation Commission, 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:

Parks & Recreation Commission

Mr. Chris Boruff appointed to a 3-year term through April 30, 2019

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Application and resume (provided confidentially to Village Board of Trustees)

REQUEST FOR BOARD ACTION
Parks & Recreation

AGENDA SECTION: First Reading-ACA

SUBJECT: KLM Lodge Fee Structure

MEETING DATE: January 10, 2017

FROM: Heather Bereckis, Interim Manager of Parks & Recreation

Recommended Motion

To approve the new rental fee structure for Katherine Legge Memorial Lodge effective November 2017.

Background

The Katherine Legge Memorial (KLM) Lodge is a rental venue for weddings, social gatherings and business meetings. Currently the Lodge is experiencing a decline in reservations and revenue. To help drive revenue, Village staff has worked diligently with the Parks and Recreation Commission to develop and integrate a comprehensive marketing plan. As part of this process, staff and the commission have discussed the current fee structure in comparison to that of comparable venues. The attached memo highlights current fees at KLM and 3 other venues.

Discussion & Recommendation

As indicated in the attached memo, KLM's current rates are lower than that of comparable venues. Staff and the Parks & Recreation Commission are recommending two changes to the current structure of fees.

The first recommendation is an increase to weekend rentals; Saturday night rentals increase from \$2,500 to \$2,800, Friday and Sunday rentals would increase from \$2,000 to \$2,300. Weekday rates are comparable to the other venues; therefore no increase is recommended. The recommended fee increase would also include the absorption of the rate for an outdoor wedding ceremony (\$250) and fireplace lighting (\$50) into the base rental price, removing them from the a la carte menu. These are both items offered in other vendors' base rental price. The last rate increase was in December of 2014. The proposed increase would simplify the pricing structure and gain additional revenues in addition to keeping KLM at the lower end of pricing, allowing it to remain competitive in the market.

Rental Description	2 Floor A La Carte Rental (current)	2 Floor A La Carte Rental (proposed)	All-Inclusive Rental (proposed)
Saturday (8 hour)	\$2,500	\$2,800	\$3,200
Friday Evening (8 hour)	\$2,000	\$2,300	\$3,200
Sunday (8 hour)	\$2,000	\$2,300	\$3,200

The second recommendation would be to offer an all-inclusive rental price. It has been suggested that some people may shy away from reserving the lodge due to the extensive a la carte offerings. The all-inclusive rental rate would be eligible for Friday, Saturday and Sunday 2 Floor Weddings and would include the above mentioned fee proposals plus any audio visual needs, 1 hour wedding rehearsal, and furniture removal (amenities totaling \$525). The suggested new all-inclusive rate is \$3,200, providing clients a savings of \$125 from the traditional a la carte pricing

Budget Impact

Based on the previous year's rentals, the increased a la carte fees would bring in an additional \$12,600 in revenue.

Village Board and/or Committee Action**Documents Attached**

1. KLM Lodge Fees

DATE: December 5, 2016
TO: Chairman Waverly and Members of the Parks & Recreation Commission
FROM: Hilary Poshek, KLM Lodge Manager
Heather Bereckis, Interim Manager of Parks & Recreation
RE: KLM Competitor Venue Comparison and Pricing Structure

As discussed at the October 11th, 2016 Parks & Recreation Commission meeting, staff has conducted a pricing survey of comparable properties to assess whether Katherine Legge Memorial Lodge (KLM) is priced appropriately for market trends. On October 11th, the Commission requested some additional information related to pricing structures, which is included below.

Background

As has been provided previously, below please find a chart indicating the pricing structure for facility rentals at Katherine Legge Memorial Lodge, along with venue pricing and information for three comparable locations in close proximity to the Lodge. Also attached as Exhibit A is a full accounting of the comparable data for each competitive property.

The comparable venues include Wilder Mansion in Elmhurst, Danada House in Wheaton and Mayslake Peabody Estate in Oak Brook.

While direct comparisons are difficult due to the variety of offerings, the data indicates that rental rates for the Lodge are, on average, 22% less expensive than the comparable facilities.

The Lodge offers a lovely venue option that provides clients flexibility, vast outdoor space and amazing picture opportunities; however, it cannot compete with venues boasting such coveted features as covered outdoor seating space, lush gardens and / or one-floor indoor seating for parties of 200 or more.

Therefore, staff recommends adding some amenities that are currently considered additional charges into the base rate for renting the Lodge, which would slightly increase the rental rate. The goal is to be more accommodating to clients in terms of included amenities and to generate additional rental revenue, while remaining an affordable and competitive option in the rental venue market.

Recommendations

Based on this comparison, staff recommends the following alterations to the current pricing structure.

MEMORANDUM

- 1) Staff recommends increasing the base price for a Lodge rental by \$300 for Friday evening through Sunday rates. Staff does not recommend increasing the rate for weekday rentals at this time.
 - This fee increase includes absorbing the rate for an outdoor wedding ceremony into the base rate for renting the Lodge: \$250
 - Absorbing the fireplace lighting fee of \$50 into the base rate for a Lodge rental

The recommended fee structure for the base rental rates for Friday evening through Sunday would then be as follows:

Rental Description	1 Floor (Proposed)	1 Floor (Current)	% Increase	2 Floors (Proposed)	2 Floors (Current)	% Increase
Saturday (8 hour)	N/A	N/A	N/A	\$2,800	\$2,500	12%
Friday Evening (8 hour)	N/A	N/A	N/A	\$2,300	\$2,000	15%
Sunday (8 hour)	\$1,300	\$1,000	30%	\$2,300	\$2,000	15%

- 2) Staff recommends removing the tent permit fee. The Lodge currently charges a \$250 tent permit fee for those clients looking to rent a tent to be placed on the property surrounding KLM. Staff feels that this fee is quite high in comparison to other venues that do not charge a permit fee at all. Below is two years of data related to outdoor ceremonies and tent rentals.

Number of Outdoor Ceremonies:

2017 Fiscal Year	16
2016 Fiscal Year	28

Number of Tent Rentals:

2017 Fiscal Year	7
2016 Fiscal Year	14

Response to Commission Requests

As requested by the Parks & Recreation Commission on October 11th, below you will find additional information related to rentals and pricing structure. First you will find a chart indicating the approximate cost of usage per rental type.

MEMORANDUM

Staff recommends instituting the new weekend rental rates starting on November 1st, 2017. Increasing the fees earlier than this date would prove difficult, as the vast majority of rentals for KLM are booked one year prior to the date of the event.

Staff requests that the Parks & Recreation Commission review this recommendation and provide feedback. Any adjustments to KLM rental rates will also require approval of the Village Board of Trustees.

MEMORANDUM

Number of Hours for Rental	Number of Floors to Clean/ Set /Breakdown & Associated Cost	Typical Max Number of Staff / Hours and Associated Cost	Total Approximate Cost	Approximate Profit Per Event Based on Suggested Pricing Below
8 Hour Rental	2 Floors = \$208	1 staff at 8.5 hours= \$136 1 staff at 4 hours= \$64 Total: \$200	\$408	Saturday: \$2,392 Friday / Sunday: \$1,892
8 Hour Rental	1 Floor= \$104	1 staff at 8.5 hours= \$136 1 staff at 4 hours= \$64 Total: \$200	\$304	Sunday: \$996 Weekday: \$696
5 Hour Rental	2 Floors = \$208	1 Staff at 5.5 hours= \$88	\$296	Weekday: \$704
5 Hour Rental	1 Floor= \$104	1 Staff at 5.5 hours= \$88	\$192	Weekday: \$892

Approximate Per Hour Cost:

- **8 Hour Event:**
 - 2 Floor Average Rental: \$51 Per Hour
 - 1 Floor Average Rental: \$38 Per Hour
- **5 Hour Event:**
 - 2 Floor Average Rental: \$59 Per Hour
 - 1 Floor Average Rental \$38 Per Hour

3) All Inclusive Rental Rate for Friday, Saturday and Sunday 2 Floor Weddings:

- Rate will include the above mentioned fee proposals plus any audio visual needs, 1 hour wedding rehearsal, and furniture removal: (Amenities totaling \$525)
- Suggested Rate: \$3,200 (Provides client savings of \$125)

Conclusions and Next Steps

The Lodge has many attributes that make it an excellent venue choice for a variety of clients hosting a variety of events. Assessing the fee structure of comparable venues in the area has helped staff to determine the most logical and client centered approach to adjusting the Lodge's rental fees.

MEMORANDUM

Facility Rental*	KLM Lodge	Wilder Mansion	Danada House	Mayslake Peabody
Saturday (8 hour)	\$2,500	\$3,200	\$3,800	\$2,500
Friday Evening (8 hour)	\$2,000	\$2,800	\$3,800	\$2,000
Sunday (8 hour)	\$2,000	\$2,800	\$3,200	\$2,000
Weekday (5 hour)	\$1,000	\$1,200	\$1,000	N/A
Weekday (8 hour) <i>Does not include Friday evening</i>	\$1,600	\$1,600	\$1,500	N/A
Memorial Service (6 hour)	\$500	N/A	N/A	N/A
Additional Fees / Options	KLM Lodge	Wilder Mansion	Danada House	Mayslake Peabody
Refundable Deposit Weekend	\$500	\$250	\$125-\$1,500 dependent on event/time	N/A
Refundable Deposit Weekday	\$250	\$250	\$125-\$1,500 dependent on event/time	N/A
Non-Refundable Insurance	N/A	\$200	N/A	N/A
Inside Wedding Ceremony	Included	Included	Included	\$300-\$750- depends on location
Outside Wedding Ceremony w/ Lodge Rental	\$250	Included	Included	Included
Outside Wedding Ceremony Only	\$500	N/A	N/A	\$300-\$750- depends on location
Wedding Rehearsal (1 hour)	\$200	N/A	N/A	N/A
Tent Permit Fee	\$250	N/A	N/A	N/A
Living Room Furniture Removal	\$250	N/A	N/A	N/A
Coffee Service per 50 cups	\$50	N/A	\$12.50/person	N/A
Fireplace Lighting Per Floor	\$50	N/A	\$25	N/A
Coat Check Staff	N/A	\$100	\$100	N/A
Piano Tuning	N/A	\$100	N/A	N/A
TV/ LCD Projector Fee	\$75	N/A	N/A	N/A
One Day Catering License Fee	\$500	\$500	N/A	N/A
One Day Catering License Refundable Deposit	\$500	N/A	N/A	N/A
Additional Hour	\$250	\$200	\$200	N/A

MEMORANDUM

Additional Information	KLM Lodge	Wilder Mansion	Danada House	Mayslake Peabody
Annual Fee for Preferred Caterers	\$1,000	Charge 10% commission on all food and liquor; refundable \$1,000 security deposit to all preferred caterers	\$500	N/A
Number of Preferred Caterers	7	7	8	23
Marketing Budget	\$10,000	\$12,000	Declined	\$0
Chair Rental Fee	N/A	N/A	\$3/chair	\$3/chair

***Comparison data applies to full facility (two floors where applicable)**

Katherine Legge Memorial Lodge

Rental Description	1 Floor	2 Floors
Saturday (8 hour)	Not Available	\$2,500
Friday Evening (8 hour)	Not Available	\$2,000
Sunday (8 hour)	\$1,000	\$2,000
Weekday (5 hour)	\$700	\$1,000
Weekday (8 hour) <i>Does not include Friday evening</i>	\$1,000	\$1,600
Memorial Service(6 hour)	\$500	Not Applicable

Additional Fees / Options	
Refundable Deposit Weekend	\$500
Refundable Deposit Weekday	\$250
Outside Ceremony w/ Lodge Rental	\$250
Outside Wedding Ceremony Only	\$500
Wedding Rehearsal (1 hour)	\$200
Tent Permit Fee	\$250
Living Room Furniture Removal	\$250
Coffee Service per 50 cups	\$50
Fireplace Lighting Per Floor	\$50
TV/ LCD Projector Fee	\$75
One Day Catering License Fee	\$500
One Day Catering License Refundable Deposit	\$500
Additional Hour	\$250

Additional Information:	
Preferred Caterer List Information:	<ul style="list-style-type: none"> Preferred caterers pay \$1,000 to the Village of Hinsdale to be on the Lodge's annual listing of licensed caterers. The Lodge has 7 total preferred caterers.
Annual Marketing Budget:	<ul style="list-style-type: none"> \$10,000
Wedding Ceremony Information:	<ul style="list-style-type: none"> Indoor Wedding Ceremonies are included in the fee for the rental of the Lodge. The charge for an Outside Wedding Ceremony is \$250 if included with rental of Lodge or \$500 without the rental of the Lodge.

Danada House of DuPage County Forest Preserve in Wheaton

Base Rental Price	House with Atrium Included	House without Atrium
Saturday / Sunday Morning & Afternoon 8am-4pm (8 hour)	\$3,200	\$1,000
Friday, Saturday, Sunday Evening (8 hour)	\$3,800	Not Available
Weekday Evening 4pm -12am (8 hour)	\$1,500	Not available
Weekday During the Day 8am – 4pm	\$1,000	\$250

Additional Fees / Options	
Refundable Deposit	\$125 - \$1,500 dependent on day, time of event and type of rental
Chairs for Ceremony	\$3 per chair
Outside Catering Fee	No charge
Coat Check Staff	\$100
Additional Hour	\$200
Coffee, Tea, Pastries and Fruit for up to 40 people	\$12.50 per person
Use of the fireplace	\$25

Additional Information:	
Preferred Caterer List Information:	<ul style="list-style-type: none"> Charges \$500 annually to be a preferred caterer. Have 8 preferred caterers on list.
Marketing Information:	<ul style="list-style-type: none"> Venue manager did not disclose annual marketing budget. Indicated that they are focusing marketing dollars on social media.
Wedding Ceremony Information:	<ul style="list-style-type: none"> There is no additional wedding ceremony fee however there is a \$3 per ceremony chair rental fee that is assessed.

Wilder Mansion of Elmhurst Park District

Rental Description	1 Floor	2 Floors
Saturday / Sunday Morning & Afternoon (8 hour)	Not Available	\$2,400
Saturday Evening (8 hour)	Not Available	\$3,200
Friday / Sunday Evening (8 hour)	Not Available	\$2,800
Weekday (4 hour)	\$800	\$1,200
Weekday (8 hour)	\$1,200	\$1,600

Additional Fees / Options	
Refundable Deposit	\$250
Non-refundable Insurance	\$200
Outside Catering Fee	\$500
Coat Check Staff	\$100
Additional Hour	\$200
Piano Tuning	\$100
Photos Only	\$100

Additional Information:	
Preferred Caterer List Information:	<ul style="list-style-type: none"> Does not charge an annual fee. Venue makes 10% commission on all food and liquor Venue charges \$1,000 refundable security deposit to caterers on the list. Have 7 total preferred caterers.
Marketing Information:	<ul style="list-style-type: none"> Annual Budget - \$12,000 Marketing dollars spent primarily with Wedding Guide Chicago, The Knot and Wedding Wire.
Wedding Ceremony Information	<ul style="list-style-type: none"> Wedding Ceremony fees are included in the fee for the venue rental. Wedding Ceremonies can take place indoors or outdoors at venue.

Mayslake Peabody Mansion of the DuPage County Forest Preserve

Base Rental Price	
Saturday (8.5 hour)	\$2,500
Friday or Sunday (8.5 hour)	\$2,000
Ceremony Only	\$300 - \$750 depending on specific location in facility

Additional Information:	
Preferred Caterer List Information:	<ul style="list-style-type: none"> Does not currently charge caterers but assessing the need to do so in the future. Have 23 caterers on recommended list.
Marketing Information:	<ul style="list-style-type: none"> Has limited time to book rentals due to a large amount of internal programming that takes place at the location. They do not struggle to fill their limited schedule and therefore do not allocate dollars to market the facility.
Ceremony Information:	<ul style="list-style-type: none"> There is no additional wedding ceremony fee however dependent on the client's chosen location in the facility for the ceremony there may be a chair rental fee of \$3 per ceremony chair.

AGENDA SECTION: First Read - EPS

SUBJECT: Resolution for the Use of Motor Fuel Tax (MFT) to Fund the 2017 Resurfacing Project

MEETING DATE: January 10, 2016

FROM: Dan Deeter, PE, Village Engineer

Recommended Motion

To Approve A Resolution for Maintenance of Streets and Highways by Municipalities under the Illinois Highway Code.

Background

The design for the 2017 Resurfacing Project was approved by the Village Board of Trustees in September 2016. The project includes the streets to be resurfaced under the Master Infrastructure Program (MIP), additional streets to be resurfaced as identified under the 2017 Maintenance Project, and the resurfacing of the Central Business District (CBD).

Discussion & Recommendation

As had been discussed with the Board in September, Staff recommends the use of \$1,500,000 of Motor Fuel Tax (MFT) funds to partially fund the 2017 Resurfacing Project.

Budget Impact

This recommendation is consistent with how the Village intended to fund the 2017 projects and will have no adverse Budget impact.

Village Board and/or Committee Action

N/A

Documents Attached

1. IDOT BLR 09111, Resolution for Improvement by Municipality Under the Illinois Highway Code.
2. Attachment A, 2017 Resurfacing Design Engineering Project, dated 09/06/16



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

BE IT RESOLVED, by the Board of Trustees of the
Council or President and Board of Trustees
Village _____ of Hinsdale Illinois

City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Various Streets	Var.	Various	Various

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Consists of resurfacing with hot-mix asphalt surface course,
polymerized leveling binder, HMA surface rem'l, Class C & D pavement patching, spot curb removal/replacement,
ADA ramps, brick paver crosswalks, and all necessary work to construct improvements.

_____ and shall be constructed 28' and varies wide
and be designated as Section 16-00096-00-RS

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of One Million, Five Hundred Thousand
& 00/100 Dollars (\$1,500,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by August 19, 2017 ; and,

Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional Engineer

I, _____ Clerk in and for the

Village _____ of Hinsdale

City, Town or Village

County of Dupage/Cook , hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the Board of Trustees

Council or President and Board of Trustees

at a meeting on January 17, 2017

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

_____ day of _____

(SEAL)

City, Town, or Village Clerk

ATTACHMENT A

Project: 2017 Resurfacing Design Engineering Project
 Location: Various Streets
 Contractor: HR Green, Inc.

Change Order No. 1
 Contract No. - N/A
 Date: 09/06/16
 Page 1 of 1

Name	From	To	Resurfacing Cost ¹	Cumulative Resurfacing Cost ¹	Other Improvements	Budget ¹	Fund
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2017 MIP Reconstruction Project

Ayres Street	Vine Street	Grant Street	\$ 156,000	\$ 156,000		1,106,000	MIP
Ayres Street	Grant Street	Lincoln Street	\$ 116,000	\$ 306,893	\$ 34,893		
Center Street	Vine Street	Grant Street	\$ 166,800	\$ 579,194	\$ 105,501		
Center Street	Grant Street	Lincoln Street	\$ 158,800	\$ 737,994			
Center Street	Lincoln Street	Washington Street	\$ 206,000	\$ 943,994			
Chicago Avenue	Garfield Avenue	Pavement Change		\$ 966,455	\$ 22,461		
Chicago Avenue	Pavement Change	Blaine Street		\$ 1,019,612	\$ 53,157		
Chicago Avenue	Blaine Street	Park Avenue		\$ 1,105,962	\$ 86,350		

2017 MIP Resurfacing Project

59th Street	Elm Street	East End	\$ 68,306	\$ 68,306		432,200	MIP
58th Street	Garfield Street	Giddings Avenue	\$ 23,698	\$ 92,004			
58th Street	Giddings Avenue	East End	\$ 51,660	\$ 143,664			
Giddings Avenue	58th Street	South End	\$ 55,104	\$ 198,768			
Ninth Street	Thurlow Street	Madison Street	\$ 26,896	\$ 225,664			
Washington Street	Third Street	Fourth Street	\$ 32,308	\$ 257,972			

2017 MIP Maintenance Project - Recommended Street Resurfacing & Infrastructure Improvements

Madison Street	Second Street	Fourth Street	\$ 51,086	\$ 51,086		1,250,000	MIP
Madison Street	Fourth Street	Sixth Street	\$ 53,218	\$ 104,304			
North Street	Adams Street	Monroe Street	\$ 53,792	\$ 158,096	\$ 4,000		
North Street	Monroe Street	Madison Street	\$ 52,480	\$ 210,576			
Hickory Street	Elm Street	Oak Street (W)	\$ 54,038	\$ 264,614			
Park Avenue	First Street	Third Street	\$ 58,384	\$ 322,998			
Elm Street	Chicago Avenue	First Street	\$ 58,630	\$ 381,628			
Elm Street	First Street	Third Street	\$ 45,756	\$ 427,384			
Elm Street	Third Street	Fourth Street	\$ 57,564	\$ 484,948			
Symonds Drive	Garfield Street	Park Avenue	\$ 53,546	\$ 538,494	\$ -		
Symonds Drive	Park Avenue	Elm Street	\$ 58,876	\$ 718,920	\$ 121,550		
Elm Street	Walnut Street	Symonds Drive	\$ 41,410	\$ 911,350	\$ 151,020		
Adams Street	North Street	Hickory Street	\$ 35,506	\$ 946,856			
Adams Street	Hickory Street	Walnut Street	\$ 46,822	\$ 993,678			
Adams Street	Walnut Street	Maple Street	\$ 42,230	\$ 1,035,908			
Elm Street	Fourth Street	Sixth Street	\$ 53,218	\$ 1,089,126			
Park Avenue	Seventh Street	Eighth Street	\$ 53,792	\$ 1,142,918			
Alternate Resurfacing Streets							
Stough Street	Eighth Street	South End	\$ 104,304	\$ 1,247,222			
Woodmere Drive	West End	Garfield Street	\$ 56,252	\$ 1,303,474			
Oak Street	First Street	Third Street	\$ 44,608	\$ 1,348,082			

Central Business District

Hinsdale Avenue	Grant Street	Lincoln Street	\$ 60,350	\$ 60,350		800,000	Annual Infrastructure Fund
Hinsdale Avenue	Lincoln Street	Washington Street	\$ 72,000	\$ 132,350			
Hinsdale Avenue	Washington Street	Garfield Street	\$ 96,700	\$ 229,050			
First Street	Grant Street	Lincoln Street	\$ 55,550	\$ 284,600			
First Street	Lincoln Street	Washington Street	\$ 64,650	\$ 349,250			
First Street	Washington Street	Garfield Street	\$ 99,600	\$ 448,850			
Grant Street	Hinsdale Avenue	First Street	\$ 20,400	\$ 469,250			
Lincoln Street	Hinsdale Avenue	First Street	\$ 18,600	\$ 487,850			
Lincoln Street	First Street	Second Street	\$ 39,100	\$ 526,950			
Washington Street	Hinsdale Avenue	First Street	\$ 56,800	\$ 583,750			
Washington Street	First Street	Second Street	\$ 63,800	\$ 647,550			
Garfield Street	Hinsdale Avenue	First Street	\$ 107,200	\$ 754,750			
Central Business District	Crosswalks		\$ 193,500	\$ 948,250		200,000	Sidewalk Fund
Village Place	Hinsdale Avenue	First Street	\$ 103,950	\$ 1,052,200		60,000	General/CIP
Subtotal - Central Business District						1,060,000	

TOTAL RECOMMENDED 2017 ROAD WORK	\$ 3,764,216	\$ 3,848,200
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Contingency: 2.2%

Note 1: Includes Engineering

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Text Amendment Application for Child Daycare Services in the IB Institutional Buildings District as a Special Use
525-527 W. Ogden Ave. – Kensington School

MEETING DATE: January 10, 2017

FROM: Chan Yu, Village Planner

Recommended Motion

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”.

Background

The Village of Hinsdale has received an application from Charles Marlas, of Kensington Schools, requesting approval for a Text Amendment to allow child daycare services in general, with a Special Use permit in the IB Institutional Buildings District. Currently, the special uses of the IB District, Section 7-305(E) only allows “Child daycare services operated by or for a membership organization”. Per the SIC code (86), “membership organizations” excludes business establishments but includes political and religious organizations.

Child daycare services are primarily engaged in the care of infants and children, while providing educational programs. Kensington Schools was founded in 1969, and is a private nursery, preschool and kindergarten institution. There are currently twelve (12) locations in the suburbs of Chicago, including Burr Ridge, LaGrange, Glenview and Naperville.

The subject property, 525-527 W. Ogden Avenue, is approximately 98,323 square feet (SF) and is underutilized with two (2) vacant buildings. The applicant plans to demolish the two buildings and construct a new Code compliant 15,000 SF one-story school with a new parking lot. A site plan and elevations of the new school is included. The applicant has also included photos of its Burr Ridge school. These will be used to apply for the Exterior Appearance and Site Plan review through the Plan Commission, should the text amendment request move forward.

Discussion & 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.

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.

Village Board and/or Committee Action

N/A

Documents Attached

1. Applicant Cover Letter and Text Amendment/Special Use Applications
2. SIC Code Membership Organizations (86) and Child Daycare (835) Definitions
3. Zoning Map and Project Location
4. Aerial View of 525-527 W. Ogden Avenue
5. Current Buildings at 525-527 W. Ogden Avenue



**Kensington School
Administration Office**
743 McClintock Drive
Burr Ridge, IL 60527
630-990-8000
Fax: 630-990-8041

Kensington School
125 North Kensington Avenue
LaGrange, IL 60525

**Kensington School
of the Highlands**
1900 58th Place
LaGrange, IL 60525

**Kensington School
of Western Springs**
1500 Walker Street
Western Springs, IL 60558

**Kensington School
of St. Charles**
1900 Cumberland Parkway
St. Charles, IL 60174

**Kensington School
of Geneva**
1774-1776 West State Street
Geneva, IL 60134

**Kensington School
of Naperville**
1915 Three Farms Avenue
Naperville, IL 60540

**Kensington School
of Wheaton**
1746 South Naperville Road
Wheaton, IL 60189

**Kensington School
of South Naperville**
4512 Walton Heath Drive
Naperville, IL 60564

**Kensington School
of Elmhurst**
425 South Spring Road
Elmhurst, IL 60126

**Kensington School
of Glenview**
2160 Chestnut Avenue
Glenview, IL 60026

**Kensington School
of Arlington Heights**
804 East Kensington Road
Arlington Heights, IL 60004

Founded in 1969 and nationally recognized for excellence, Kensington School is a private nursery, preschool and kindergarten serving children and families in the suburbs of Chicago. Throughout twelve locations, our innovative curriculum, inspirational teaching and beautiful classroom environments make Kensington School a distinctive first school experience for each child.

In a world built just for them, you will find busy, curious and happy children who love being at Kensington School. The sound of laughter, the magic of learning and the hum of activity fill every corner of our buildings. We value our talented teaching staff and build true partnerships with parents, cultivating nurturing environments for children and teachers alike.

Individual in personality, each of our beautiful buildings shares a common design and philosophy that is felt throughout all of our Kensington Schools.

Our first school building, located on Kensington Avenue in LaGrange, served as the town's first schoolhouse. Built in 1894, The Old North School's unique interior architecture has served as inspiration for the construction of all subsequent Kensington School buildings.

From the drawing board to completion, a Kensington School building provides the highest standards of safety, comfort, and security for each child. Our school buildings are a well-blended combination of cheerful, individual classrooms and common areas such as the gym, library, roundabout and play yards enjoyed by all ages. Above all, it is a welcoming and home-like place that children instantly recognize as their own.

Visitors always comment on the beauty of Kensington School's classroom furnishings and equipment. The warmth of wood, quality workmanship with the highest safety standards, and an abundance of carefully selected learning materials combine to present a very appealing environment for children, teachers and parents alike.

Visit a Kensington School play yard and you will find a spacious combination of customized play structures for every age, grassy areas for group play or picnicking, patios full of easels and sensory tubs, tricycles on riding tracks and child planted school gardens. From young infants splashing and enjoying water play on the patio, to our preschoolers going on nature hunts and discovering the signs of the changing seasons, to older kindergarteners playing soccer or reading, and even taking our music or yoga classes outside on a beautiful day.

Curriculum at Kensington School, at every developmental level and in every classroom, is at the heart of what we do. We are entrusted with children during the most receptive period of their development, the first six years, and have developed unique and comprehensive curriculum components to stimulate and educate young minds at every age.

"Growing Up Kensington" sets the stage for a joyful journey of learning. Children's laughter and excitement, their anticipation of what each day at Kensington School will bring, is what sets Kensington School's curriculum apart. Traditional and academic at its core, innovative in creation, forward-looking in educational philosophy, Kensington School's founder, Barbara Marlas, has set a standard in early childhood education for purposeful learning at its best.



Attachment 1



Attachment 1



Attachment 1



Attachment 1



COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT CRITERIA

**VILLAGE
OF HINSDALE**

Must be accompanied by completed Plan Commission Application

Address of proposed request: 525-527 W. OGDEN

Proposed Special Use request: CHILD DAY CARE SERVICES

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

REVIEW CRITERIA

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

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

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

THE USE OF CHILD DAY CARE CENTER IS A SPECIAL USE IN THE IB DISTRICT AND IS HARMONIOUS WITH THE GENERAL AND SPECIFIC PURPOSES FOR WHICH THE CODE WAS ENACTED

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

THIS PROPOSED USE WILL NOT HAVE AN ADVERSE EFFECT UPON ADJACENT PROPERTY. IT WILL IN FACT, HAVE A POSITITVE EFFECT UPON THE OGDEN AVE. CORRIDOR.

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

THE PROPOSED USE WILL BE CONSTRUCTED IN A WAY SO AS NOT TO INTERFERE WITH NEIGHBORING PROPERTY. ALL SIDE AND REAR YARD SETBACKS ARE EXCEEDED.

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

ALL ESSENTIAL PUBLIC FACILITIES ARE PROVIDED

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

THE PROPOSED USE WILL NOT HAVE A SIGNIFICANT TRAFFIC EFFECT THROUGH CONGESTION OR RESIDENTIAL STREETS.

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

NO FEATURES OF SIGNIFICANT OR HISTORIC FEATURES WILL BE LOST OR DEMOLISHED.

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

THIS USE COMPLIES WITH ALL STANDARDS OF THE IB CODE

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

ALL SPECIAL STANDARDS ARE MET IN THE IB DISTRICT

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

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

THE USE OF CHILD DAY CARE CENTER AT THIS PARTICULAR LOCATION WILL CERTAINLY CONTRIBUTE TO GENERAL WELFARE OF THE NEIGHBORHOOD AND COMMUNITY AND IT ALSO A PUBLIC CONVENIENCE IN THAT HINSDALE IS UNDERSERVED BY PROGRAMS OF THIS TYPE.

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

THERE ARE NO OTHER LOCATIONS IN HINSDALE THAT ARE MORE APPROPRIATE FOR THIS USE AT THIS TIME.

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

THE COLONIAL ARCHITECTURE PROPOSED CORRELATES WELL WITH THE EXISTING IBLP HEADQUARTERS ON OGDEN AND ADAMS. THE BUILDING IS POSITIONED ON THE SITE SO THAT THE PARKING STANDS ADJACENT TO THE PARKING OF THE 0-2 OFFICE CONDO BUILDING TO THE EAST. THE 15,000 SF BUILDING IS ONLY AT A 15% FAR WHERE 50% IS ALLOWED. THE BUILDING ALSO IS POSITIONED ALMOST 100' FROM THE RESIDENCES TO THE NORTH. THE SITE WILL ALSO BE VERY WELL LANDSCAPED.

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

Application for Certificate of Zoning Compliance

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

Applicant's name: KENSINGTON SCHOOL

Owner's name (if different): _____

Property address: 525-527 W. OGDEN AVENUE

Property legal description: [attach to this form]

Present zoning classification: IB, Institutional Buildings

Square footage of property: 97,903

Lot area per dwelling: NA

Lot dimensions: 313 x 395

Current use of property: EMPLOYEE HOUSING FOR IBLP

Proposed use: ☐ Single-family detached dwelling
☒ Other: DAY CARE CENTER

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

Brief description of request and proposal:

AMMEND TEXT OF SPECIAL USE IN IB DISTRICT TO REMOVE "MEMBERSHIP ORGANIZATION"

Plans & Specifications: [submit with this form]

Provided: **Required by Code:**

Yards:

front:	<u>35'</u>	<u>35'</u>
interior side(s)	<u>160' / 38</u>	<u>25' / 25'</u>

Provided:

Required by Code:

corner side	NA	NA
rear	97'	25'

Setbacks (businesses and offices):

front:	NA	NA
interior side(s)	____ / ____	____ / ____
corner side	_____	_____
rear	_____	_____
others:	_____	_____
Ogden Ave. Center:	_____	_____
York Rd. Center:	_____	_____
Forest Preserve:	_____	_____

Building heights:

principal building(s):	22'	40'
accessory building(s):	_____	_____

Maximum Elevations:

principal building(s):	NA	NA
accessory building(s):	_____	_____

Dwelling unit size(s):	NA	NA
------------------------	----	----

Total building coverage:	NA	NA
--------------------------	----	----

Total lot coverage:	NA	NA
---------------------	----	----

Floor area ratio:	.15	.50
-------------------	-----	-----

Accessory building(s): _____

Spacing between buildings: [depict on attached plans]

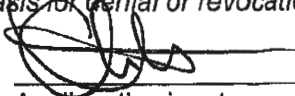
principal building(s):	NA	_____	_____
accessory building(s):	NA	_____	_____

Number of off-street parking spaces required: 43

Number of loading spaces required: 43

Statement of applicant:

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

By:  _____
Applicant's signature

CHARLES T MARLAS
Applicant's printed name

Dated: 11/28, 2016.



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: KENSINGTON SCHOOL
Address: 743 MCCLINTOCK DRIVE
City/Zip: BURR RIDGE, IL 60527
Phone/Fax: (630) 990 / 8000
E-Mail: CMARLAS@KENSINGTONSCHOOL.COM

Owner

Name: INSTITUTE FOR BASIC LIFE PRINCIPALS
Address: 707 W. OGDEN AVE.
City/Zip: HINSDALE, IL 60521
Phone/Fax: (630) 323 / 9800
E-Mail: RJBARTH@IBLP.ORG

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

Name: JON HAGUE
Title: ARCHITECT
Address: 418 CLINTON PLACE
City/Zip: RIVER FOREST, IL 60305
Phone/Fax: (708) 771 / 3900
E-Mail: JHAGUE@HAGUEARCHITECTURE.COM

Name: BILL LOFTUS
Title: CIVIL ENGINEER - SPACECO
Address: 9575 W. HIGGINS ROAD
City/Zip: ROSEMENT, IL 60018
Phone/Fax: (847) 696 / 4060
E-Mail: WLOFTUS@SPACECOINC.COM

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

- 1) _____
- 2) _____
- 3) _____

II. SITE INFORMATION

Address of subject property: 525-527 WEST OGDEN AVENUE

Property identification number (P.I.N. or tax number): 09 - 02 - 202 - 010/011

Brief description of proposed project: CONSTRUCT NEW 15,000 SQUARE FOOT CHILD DAY CARE CENTER
WITH APPROXIMATELY 47 PARKING STALLS TO SATISFY CODE

General description or characteristics of the site: 2.25 ACRE WOODED SITE ON THE NORTH SIDE OF OGDEN
AVENUE.

Existing zoning and land use: IB

Surrounding zoning and existing land uses:

North: R-2

South: R-4

East: O-2

West: R-2

Proposed zoning and land use: IB

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

☐ Site Plan Approval 11-604

☐ Design Review Permit 11-605E

☐ Exterior Appearance 11-606E

☒ Special Use Permit 11-602E
Special Use Requested: CHILD DAY CARE

☒ Map and Text Amendments 11-601E
Amendment Requested: TEXT AMMENDMENT
ONLY TO REMOVE TEXT "MEMBERSHIP ORGANIZATION"
FROM THE SPECIAL USE

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 525-527 W. OGDEN AVENUE

The following table is based on the IB Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	80,000	97,903
Minimum Lot Depth	250'	313'
Minimum Lot Width	200'	395'
Building Height	40'	22' 8"
Number of Stories		1
Front Yard Setback	35'	46' 6"
Corner Side Yard Setback	35'	NA
Interior Side Yard Setback	25'	38' 3"
Rear Yard Setback	25'	97' 9"
Maximum Floor Area Ratio (F.A.R.)*	.50	.15
Maximum Total Building Coverage*	NA	NA
Maximum Total Lot Coverage*	NA	NA
Parking Requirements	14,385 net floor area. 3 spaces for each 1,000 SF. 43 total spaces needed	43 spaces provided
Parking front yard setback	35'	35'
Parking corner side yard setback	NA	NA
Parking interior side yard setback	10'	10'
Parking rear yard setback	25'	25'
Loading Requirements	NA	NA
Accessory Structure Information	NA	NA

* Must provide actual square footage number and percentage.

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



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

Must be accompanied by completed Plan Commission Application

Is this a: Map Amendment ☐ Text Amendment ☒

Address of the subject property 525-527 W. OGDEN AVE

Description of the proposed request: TEXT AMMENDMENT IN IB ZONING TO REMOVE
"MEMBERSHIP ORGANIZATION" FROM CHILD DAY
REVIEW CRITERIA CARE SERVICES

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

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

1. The consistency of the proposed amendment with the purpose of this Code.
THE PROPOSED AMMENDMENT REMOVES THE MEMBERSHIP ORGANIZATION
COMPONENT TO THE IB SPECIAL USE DESIGNATION FOR CHILD DAY CARE SERVICES AS
IT APPLIES TO RELIGIOUS INSTITUTIONS, WHICH DOES NOT EXIST ON THIS PROPERTY
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
NOT APPLICABLE
3. The trend of development in the vicinity of the subject property, including changes, if any, such
trend since the subject property was placed in its present zoning classification.
NOT APPLICABLE

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

NOT APPLICABLE

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

NOT APPLICABLE. THIS PROJECT WILL INCREASE THE VALUE OF SURROUNDING PROPERTIES

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

THIS PROJECT WILL PROVIDE A COMPLEMENTARY USE TO THE ADJOINING OFFICE AND RESIDENTIAL PROPERTIES IN THE NEIGHBORHOOD. THERE WILL BE NO NEGATIVE IMPACT TO THE EXISTING USE.

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

ADJACENT PROPERTIES WILL POSITIVELY BE IMPACTED AS THIS WILL BRING AN ATTRACTIVE DEVELOPMENT TO AN AREA THAT HAS BEEN STAGNANT FOR YEARS

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

FUTURE DEVELOPMENT WILL NOT BE AFFECTED BY THIS PROPOSED DEVELOPMENT

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

THE PRESENT ZONING CLASSIFICATION ALLOWS FOR THE USE OF CHILD DAY CARE AS A SPECIAL USE AND IS SUITABLE FOR THIS LOCATION.

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

INGRESS AND EGRESS IS CURRENTLY PRESENT AND AVAILABLE TO THE SUBJECT PROPERTY. TRAFFIC IMPACT WILL BE MINIMAL.

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

ALL UTILITIES ARE AVAILABLE TO THE SUBJECT PROPERTY

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

PART OF THE PROPERTY IS IN USE AS RESIDENTAL HOUSING FOR IBLP. THE OTHER PARCEL HAS ALWAYS BEEN VACANT/

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

THE PROPOSED AMMENDMENT WOULD ALLOW A NEW CHILD CARE CENTER WHICH WOULD BE A GREAT ASSET TO THE COMMUNITY

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

NOT APPLICABLE

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 28 day of Nov., 2016, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Charles Marlas

Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 28th day of
Nov., 2016



Linda M Spataro
Notary Public
4

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

Application for Certificate of Zoning Compliance

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

Applicant's name: KENSINGTON SCHOOL

Owner's name (if different): _____

Property address: 525-527 W. OGDEN AVENUE

Property legal description: [attach to this form]

Present zoning classification: IB, Institutional Buildings

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Lot area per dwelling: NA

Lot dimensions: 313 x 395

Current use of property: EMPLOYEE HOUSING FOR IBLP

Proposed use: ☐ Single-family detached dwelling
☒ Other: DAY CARE CENTER

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

Brief description of request and proposal:

AMMEND TEXT OF SPECIAL USE IN IB DISTRICT TO REMOVE "MEMBERSHIP ORGANIZATION"

Plans & Specifications: [submit with this form]

Provided: Required by Code:

Yards:

front:	<u>35'</u>	<u>35'</u>
interior side(s)	<u>160' / 38</u>	<u>25' / 25'</u>

Provided:

Required by Code:

corner side
rear

NA
97'

NA
25'

Setbacks (businesses and offices):

front:
interior side(s)
corner side
rear

NA
/

NA
/

others:
Ogden Ave. Center:
York Rd. Center:
Forest Preserve:

Building heights:

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

22'

40'

Maximum Elevations:

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

NA

NA

Dwelling unit size(s):

NA

NA

Total building coverage:

NA

NA

Total lot coverage:

NA

NA

Floor area ratio:

.15

.50

Accessory building(s):

Spacing between buildings:[depict on attached plans]

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

NA
NA

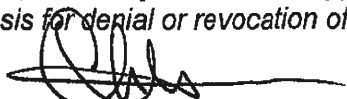
Number of off-street parking spaces required: 43

Number of loading spaces required: 43

Statement of applicant:

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

By:

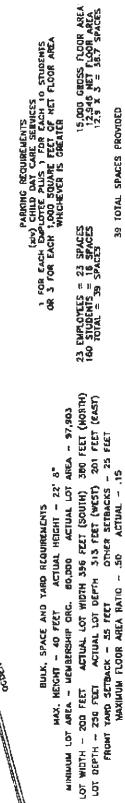


Applicant's signature

CHARLES T MARLAS

Applicant's printed name

Dated: 11/28, 2016.



Attachment 2: SIC Code Definitions for Membership Organizations (86) and Child Daycare (835)

398

Major Group 86.—MEMBERSHIP ORGANIZATIONS

The Major Group as a Whole

This major group includes organizations operating on a membership basis for the promotion of the interests of their members. Included are organizations such as trade associations; professional membership organizations; labor unions and similar labor organizations; and political and religious organizations. This major group does not include business establishments operated by membership organizations, which are classified according to their primary activity.

Industry
Group
No. Industry
No.

861 BUSINESS ASSOCIATIONS

8611 Business Associations

Membership organizations engaged in promoting the business interests of their members. Associations owned by their members but organized to perform a specific business function, such as common marketing of crops or joint advertising, are classified according to the function performed.

Better business bureaus
Boards of trade, other than security
and commodity exchanges
Business associations, other than civic
and social
Chambers of Commerce
Contractor's associations
Growers' associations, not engaged in
contract buying or selling
Growers' marketing advisory services

Industrial standards committees
Junior Chambers of Commerce
Manufacturers' institutes
Merchants' associations, not engaged in
credit investigations
Public utility associations
Real estate boards
Shipping and steamship company associations
Trade associations

862 PROFESSIONAL MEMBERSHIP ORGANIZATIONS

8621 Professional Membership Organizations

Membership organizations of professional persons for the advancement of the interests of their profession.

Bar associations
Dental associations
Engineering associations
Medical associations

Professional membership organizations
Professional standards review boards
Scientific membership associations

863 LABOR UNIONS AND SIMILAR LABOR ORGANIZATIONS

8631 Labor Unions and Similar Labor Organizations

Membership organizations of workers for the improvement of wages and working conditions.

Collective bargaining units
Employees' associations for improvement of wages and working conditions

Labor organizations
Labor unions
Trade unions, local or national

864 CIVIC, SOCIAL, AND FRATERNAL ASSOCIATIONS

8641 Civic, Social, and Fraternal Associations

Membership organizations engaged in civic, social, or fraternal activities. Membership sports and recreation clubs are classified in Industry Group 799, and insurance offices maintained by fraternal organizations are classified in

SERVICES

399

Industry
Group
No.

Industry
No.

864

CIVIC, SOCIAL, AND FRATERNAL ASSOCIATIONS—Con.

8641 Civic, Social, and Fraternal Associations—Con.

Insurance, Major Group 63. Homeowner, tenant, and condominium associations primarily engaged in managing real estate are classified in Real Estate, Industry 6531.

Alumni associations and clubs
Bars and restaurants owned and operated for members of organizations only
Booster clubs
Businesspersons clubs, civic and social
Citizens' unions
Civic associations
Community membership clubs, other than amusement and recreation clubs
Condominium associations, except property management
Fraternal associations, other than insurance offices

Fraternal lodges
Fraternalities and sororities, except residential
Homeowner associations, except property management
Parent-teacher associations
Singing societies
Social clubs, membership
Taxpayers' associations
Tenant associations, except property management
University clubs
Veterans' organizations
Youth associations, except hotel units

865

POLITICAL ORGANIZATIONS

8651 Political Organizations

Membership organizations established to promote the interests of a national, State, or local political party or candidate. Also included are political groups organized to raise funds for a political party or individual candidates. Fundraising organizations operating on a contract or fee basis are classified in Industry 7389.

Political Action Committees (PACs)
Political campaign organizations
Political fundraising, except on a contract or fee basis

Political organizations and clubs

866

RELIGIOUS ORGANIZATIONS

8661 Religious Organizations

Establishments of religious organizations operated for worship, religious training or study, government or administration of an organized religion, or for promotion of religious activities. Other establishments maintained by religious organizations, such as educational institutions, hospitals, publishing houses, reading rooms, social services, and secondhand stores, are classified according to their primary activity. Also included in this industry are religious groups which reach the public through radio or television media. Establishments of such religious groups which produce taped religious programming for television are classified in Industry 7812, and those which produce live religious programs are classified in Industry 7922. Establishments of such groups which operate radio or television stations are classified in Communications, Major Group 48.

Churches
Convents
Monasteries
Religious instruction, provided by religious organizations

Religious organizations
Shrines, religious
Temples

Cont. Attachment 2: SIC Code Definitions for Membership Organizations (86) and Child Daycare (835)

835 CHILD DAY CARE SERVICES

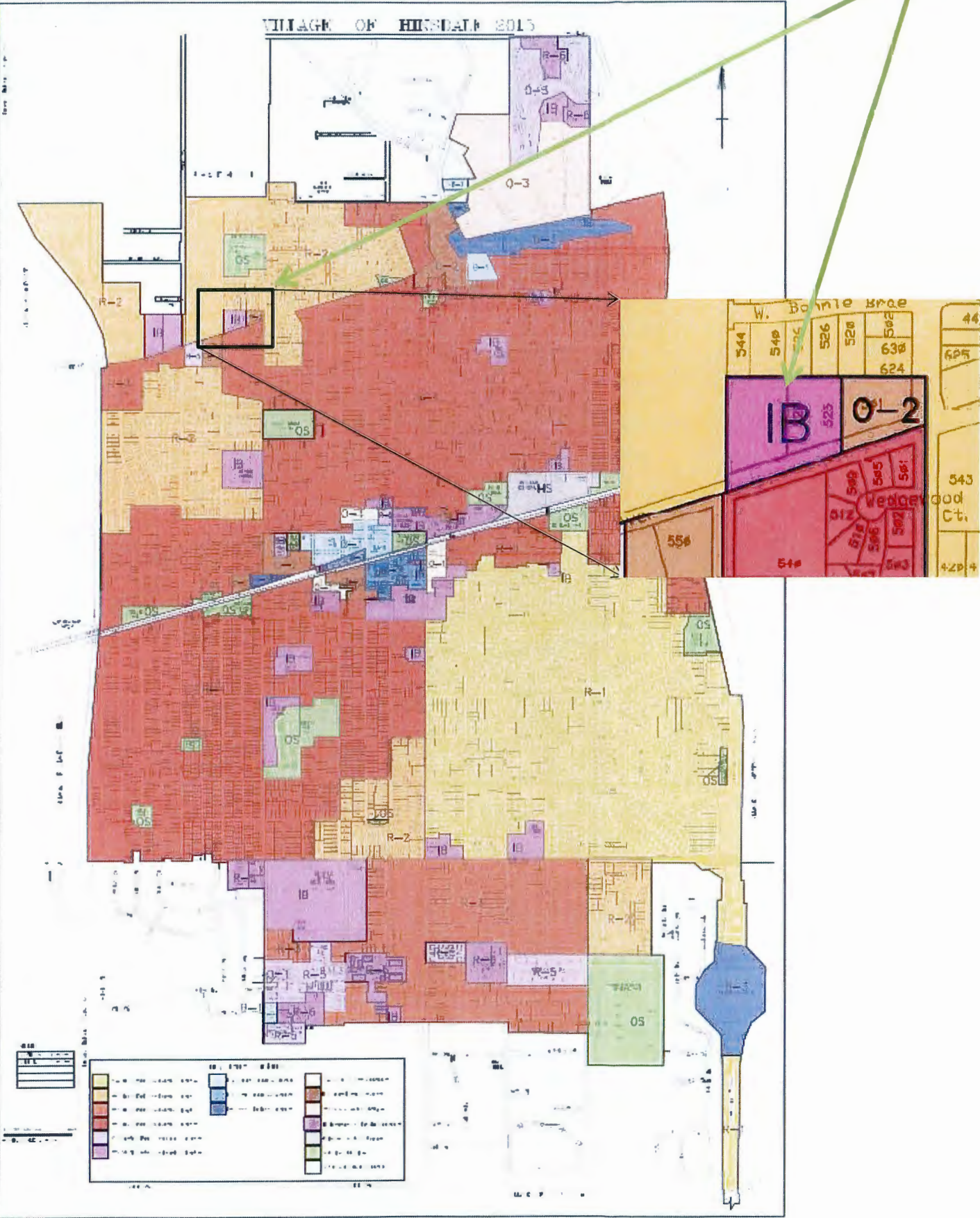
8351 Child Day Care Services

Establishments primarily engaged in the care of infants or children, or in providing prekindergarten education, where medical care or delinquency correction is not a major element. These establishments may or may not have substantial educational programs. These establishments generally care for prekindergarten or preschool children, but may care for older children when they are not in school. Establishments providing babysitting services are classified in Industry 7299. Head Start centers operating in conjunction with elementary schools are classified in Industry 8211.

Child care centers
Day care centers, child
Group day care centers, child
Head Start centers, except in conjunction with schools

Nursery schools
Preschool centers

Attachment 3: Village of Hinsdale Zoning Map and Project Location



Attachment 4: Aerial View of 525-527 W. Ogden Ave.



Attachment 5: Current Vacant Buildings at 525-527 W. Ogden Ave.



REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Exterior Appearance Review for New Telecommunications
Equipment on the Hinsdale High School Water Tank
339 W. 57th St. – Verizon Wireless

MEETING DATE: January 10, 2017

FROM: Chan Yu, Village Planner

Recommended Motion

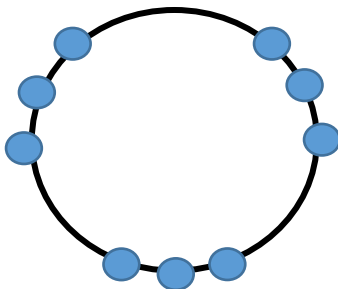
Approve an ordinance approving an exterior appearance plan for new telecommunications equipment at 339 W. 57th Street.

Background

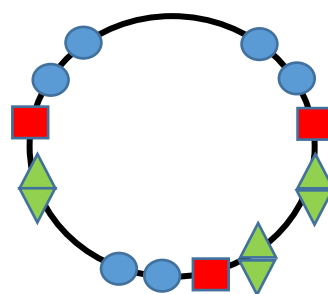
The Village of Hinsdale has received an application from Jacobs, an engineering consulting company on behalf of Verizon Wireless, requesting approval to upgrade and replace its (9) current panel antennas on the Hinsdale Central High School (High School) water tower. The upgrade will include (6) new panel antennas, (6) new remote radio units (RRU), and (3) new raycaps. The materials and technology are designed to enhance the existing wireless telecom facility. There are currently no Verizon RRU or raycap units on the water tower.

Verizon Wireless currently leases (3) sectors from the Village on the water tank. Each sector contains (4) spaces for equipment for potentially (12) pieces of telecommunications equipment. Currently, Verizon is utilizing only (9) spaces for (9) panel antennas. This request is to utilize all (12) spaces for (6) new panel antennas, (6) new RRUs, and (3) raycaps. Please note, (2) RRUs will occupy only (1) space, thus the (15) new pieces of equipment will utilize the current (12) available spaces. No new spaces will be generated through this request. For illustrative purposes, please see the below diagram.

Current: ● = panel antennas



Proposed: ▲ = RRU ■ = raycap



Per the applicant, the new equipment will match the existing hardware on the water tower. The new cables will be installed inside an existing coax cover and routed through an existing underground trench system. There are no changes to the subject property at grade and the request will not affect the minimum Code requirements as shown in the Plan Commission (PC) application's table of compliance.

The High School is in the IB Institutional Building District at 339 W. 57th Street. The public meeting notice requirements have been followed per section 11-604(E), since the nonresidential parcel is within 250 feet from a single-family zoning district. It abuts the R-3 to the south, and IB districts to the north, east and west.

Discussion & Recommendation

The applicant presented the request at the December 14, 2016, PC meeting. There were no questions or comments by the PC or public meeting audience. The PC unanimously recommended approval for the application, as submitted, 7-0 (2 absent).

Village Board and/or Committee Action

N/A

Documents Attached

- Draft Ordinance
- 1. Exterior Appearance Application Request and Exhibits
- 2. Public Meeting Notice
- 3. Zoning Map and Project Location
- 4. Birds Eye View
- 5. New Equipment Comparison Email (Dated 12/08/16)
- 6. Draft Plan Commission Findings and Recommendations (12/14/16)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING EXTERIOR APPEARANCE PLANS RELATED TO
TELECOMMUNICATIONS EQUIPMENT UPGRADES –
VERIZON – 339 W. 57TH STREET**

WHEREAS, Paul Williams on behalf of Applicant Verizon (the “Applicant”), submitted an application (the “Application”) seeking exterior appearance plan approval for upgrades to the Applicant’s existing panel antennas and related telecommunications equipment on an existing water tower located at 339 W. 57th Street (the “Subject Property”). The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Subject Property is located in the IB Institutional Buildings Zoning District at Hinsdale Central High School and is currently improved with a Village-owned water tower (the “Water Tower”). Existing antennas, cables and equipment cabinets for various telecommunications providers, including the Applicant, are already located on the Water Tower; and

WHEREAS, the Applicant proposes to replace six (6) of the Applicant’s existing nine (9) panel antennas on the Water Tower, and to add six (6) new remote radio units and three (3) new raycaps, all within the existing space leased by the Applicant on the Water Tower; and

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

WHEREAS, on December 14, 2016, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the Application on a vote of seven (7) ayes, zero (0) nays, and two (2) absent, all as set forth in the Plan Commission’s Findings and Recommendation in Case No. A-35-2016 (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit B** and made a part hereof. The Plan Commission has filed its report of Findings and Recommendation regarding the approval sought in the Application with the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

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

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

SECTION 2: Approval and Adoption of Findings and Recommendation. The President and Board of Trustees hereby approve and adopt the Findings and Recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit B**, and incorporate such Findings and Recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the applicable sections of the Zoning Code, approves the Exterior Appearance Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit C** (the "Approved Plans"), for the Applicant's telecommunications equipment upgrades on the Subject Property located in the IB Institutional Building Zoning District, subject to the conditions set forth in Section 4 of this Ordinance.

SECTION 4: Conditions on Approvals. The approvals granted in Section 3 of this Ordinance are expressly subject to all of the following conditions:

- A. **Compliance with Plans.** All work relative to the installation that is the subject of the Application shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit C**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 5: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 6: 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 7: 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 APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2017

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THE EAST 200 FEET OF THE NORTH $\frac{1}{2}$ OF LOT 4 IN BLOCK 7 IN BRANIGAR BROS. HINSDALE FARMS, BEING A SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ (EXCEPT THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID NORTHWEST $\frac{1}{4}$) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT 141390, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: The Hinsdale Central Water Tank, at 339 W. 57th Street, Hinsdale, Illinois 60521

PIN: 09-13-100-006

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

EXHIBIT C

**APPROVED EXTERIOR APPEARANCE PLANS
(ATTACHED)**

II. SITE INFORMATION

Address of subject property: 339 W. 57th Street

Property identification number (P.I.N. or tax number): 09 - 16 - 100 - 006

Brief description of proposed project: Replacing (9) existing panel antennas with (6) new panel antennas.

Intalling (6) RRUS 32s and (3) Raycap splitters using existing pipe mounts. No new penetrations. No ground disturbance.

General description or characteristics of the site: Existing Water Tank with telecommunication carrier collocations.

Existing zoning and land use: IB

Surrounding zoning and existing land uses:

North: R-4 / R-2

South: R-3 / O-1 / R-5

East: R-3

West: R-6

Proposed zoning and land use: No change proposed.

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

☒ Site Plan Approval 11-604

☐ Map and Text Amendments 11-601E
Amendment Requested: _____

☐ Design Review Permit 11-605E

☒ Exterior Appearance 11-606E

☐ Planned Development 11-603E

☐ Special Use Permit 11-602E

Special Use Requested: _____

☐ Development in the B-2 Central Business
District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 339 W 57th Street

The following table is based on the IB Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	350,000	N/A
Minimum Lot Depth	250	N/A
Minimum Lot Width	200	N/A
Building Height	70'	N/A
Number of Stories	N/A	N/A
Front Yard Setback	35'	N/A
Corner Side Yard Setback	35'	N/A
Interior Side Yard Setback	25'	N/A
Rear Yard Setback	25'	N/A
Maximum Floor Area Ratio (F.A.R.)*	.50	N/A
Maximum Total Building Coverage*	N/A	N/A
Maximum Total Lot Coverage*	N/A	N/A
Parking Requirements	N/A	N/A
Parking front yard setback	N/A	N/A
Parking corner side yard setback	N/A	N/A
Parking interior side yard setback	N/A	N/A
Parking rear yard setback	N/A	N/A
Loading Requirements	N/A	N/A
Accessory Structure Information	N/A	N/A

* Must provide actual square footage number and percentage.

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

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 3rd day of November, 2016, I/We have read the above certification, understand it, and agree to abide by its conditions.

Paul Williams
Signature of applicant or authorized agent

Paul Williams on behalf of Verizon

Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 3 day of
November, 2016.

Rae Kuncewicz
Notary Public

4





**COMMUNITY DEVELOPMENT
DEPARTMENT
EXTERIOR APPEARANCE AND
SITE PLAN REVIEW CRITERIA**

Address of proposed request: 339 W. 57th Street

REVIEW CRITERIA

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

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

FEES for Exterior Appearance/Site Plan Review:

Standard Application: \$600.00

Within 250 feet of a Single-Family Residential District: \$800

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

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

No change is proposed to the existing open space and setback spaces.

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

The proposed materials will match the existing materials.

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

The proposed design uses the existing pipe mounts and does not change the quality of the existing design.

4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.
No change to the existing ground structures or to the quality of the items listed.
5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.
No change to the existing height of the structure.
6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.
No change to the proportion of the front facade.
7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.
No change to the proportion of openings.
8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.
No change to the Rhythm of solids to voids in the front facades.
9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.
No change to the rhythm of spacing and buildings on streets.
10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.
No change to the rhythm of entrance porch and other projections.
11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.
No change to the relationship of materials and texture.

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

No change to roof shapes.

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

No change to walls of continuity.

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

No change to the scale of buildings.

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

No change to the directional expression of front elevation.

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

The proposed material will match the existing structure style, pattern, texture and overall detailing.

REVIEW CRITERIA – Site Plan Review

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

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

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

The site plan meets all specified standards.

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

The proposed site plan does not affect easement and rights-of way in any way.

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

The proposed site plan does not affect the enjoyment of significant natural, topographical, or physical features of the site in any way.

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

The proposed site plan is not injurious or detrimental to the use and enjoyment of surrounding property in any way.

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

The proposed site plan does not affect traffic in any way.

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

No new uses are proposed that would require new screening.

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

The proposed modifications do not affect the landscaping or nearby structures and uses.

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

This is not an application for a special use permit. This application is to modify antennas and equipment for an existing telecommunications collocation on an existing structure.

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

The proposed site plan does not affect the drainage or erosion in any way.

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

The proposed site plan is intended to improve the utility services provided by the applicant and does not place an unreasonable burden on specified utility systems serving the site.

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

The proposed site plan does not affect the required public uses designated on the Official Map.

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

The proposed site plan does not adversely affect the public health, safety, or general welfare and follows all applicable governmental regulations for operation.

[illegible]

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1.	ISSUED FOR REVIEW	05/09/14	LRB
2.	REVISED PER NEW ECR	10/09/14	AU
3.	ISSUED FOR FINAL	11/20/14	SA
	REVISED PER NEW ECR	08/30/16	AU

LOC. # 212521

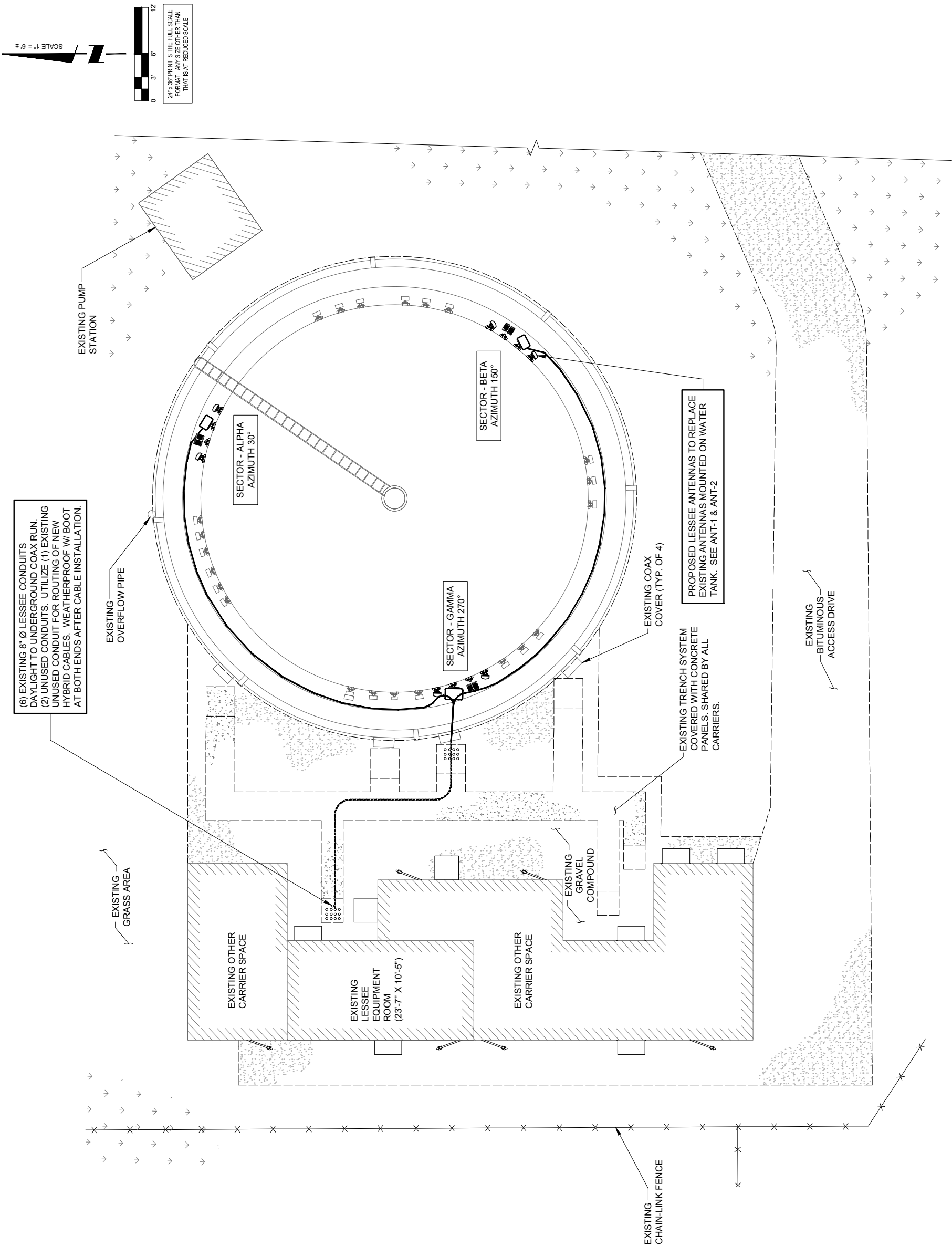
HINSDALE WT

339 W 57TH STREET
HINSDALE, IL 60521

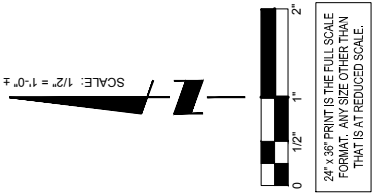
DRAWN BY:	LRB
CHECKED BY:	DSRA
DATE:	05/06/14
PROJECT #	68-734

SHEET TITLE
SITE LAYOUT

SHEET NUMBER
C-1



THIS SITE PLAN WAS CREATED OFF OF FIELD MEASUREMENTS BY THE DESIGNER. AS BOUNDARY SURVEY WAS NOT SUPPLIED FOR PURPOSES OF SITE LAYOUT.



DRAWN BY:	LRB
CHECKED BY:	DS/RA
DATE:	05/06/14
PROJECT #:	68-734

SHEET NUMBER

A-1

d/b/a VERIZON WIRELESS

FAX: 847-698-6401

HINSDALE WT

339 W 57TH STREET
HINSDALE, IL 60521

NOTE:
THIS DRAWING IS FOR EXHIBIT
AND LAYOUT PURPOSES ONLY.
PLEASE REFER TO STRUCTURAL
REPORT PREPARED BY BOW
TECH, LTD.

**CHICAGO
SMSA**
limited partnership
d/b/a VERIZON WIRELESS

TERRA
CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1.	ISSUED FOR REVIEW	05/09/14	LRB
2.	REVISED PER NEW ECR	10/09/14	AU
3.	ISSUED FOR FINAL	11/20/14	SA
	REVISED PER NEW ECR	08/30/16	AU

LOC. # 212521

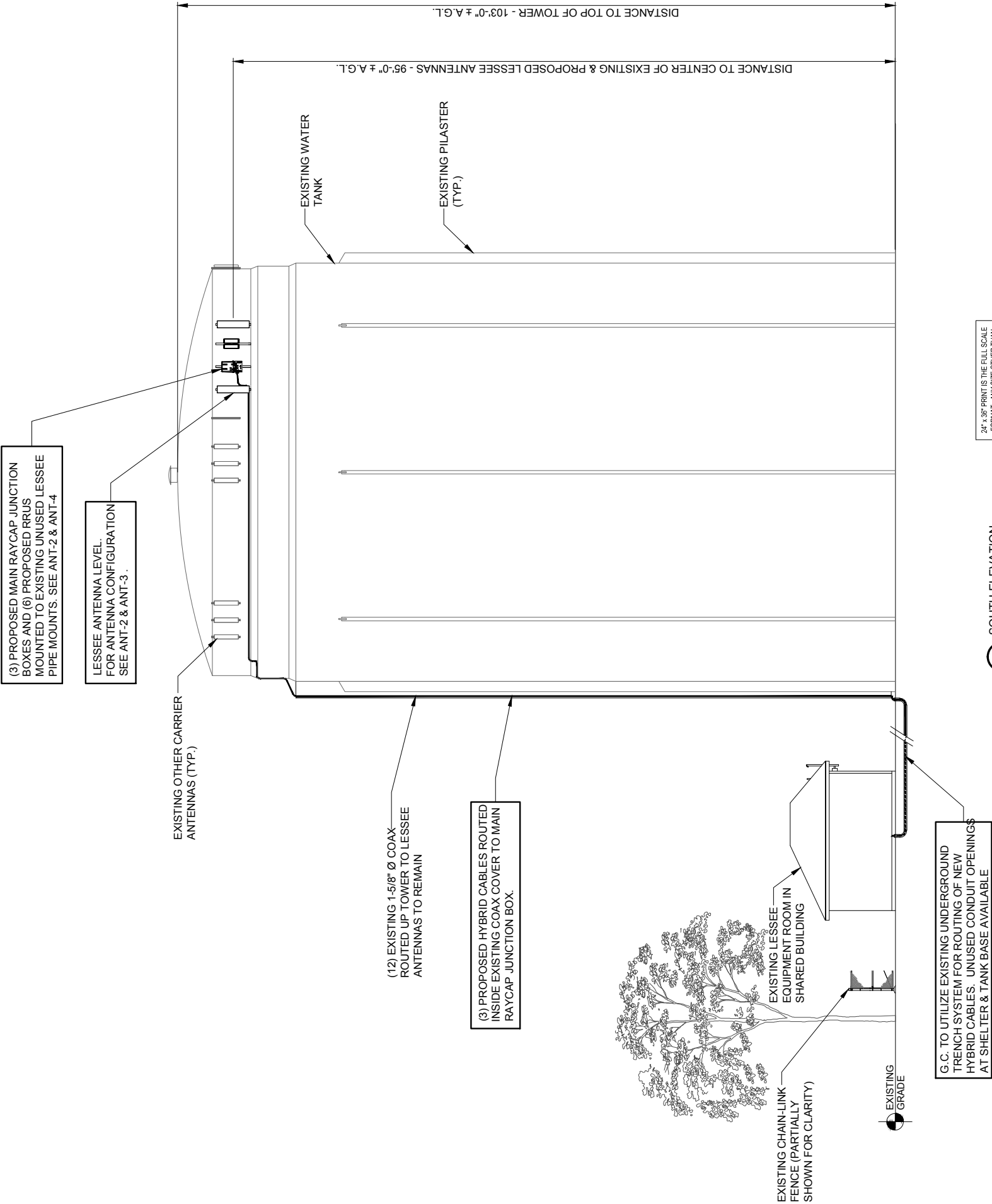
HINSDALE WT

339 W 57TH STREET
HINSDALE, IL 60521

DRAWN BY:	LRB
CHECKED BY:	DSRA
DATE:	05/06/14
PROJECT #	68-734

SHEET TITLE
SITE ELEVATION

SHEET NUMBER
ANT-1



24" x 36" PRINT IS THE FULL SCALE
FOR ALL DIMENSIONS. ANY DIMENSIONS
SHOWN ON THIS DRAWING THAT ARE
NOT AT THIS SCALE ARE SHOWN
AT THE SCALE INDICATED.

1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0" ±

- NOTES:
1.

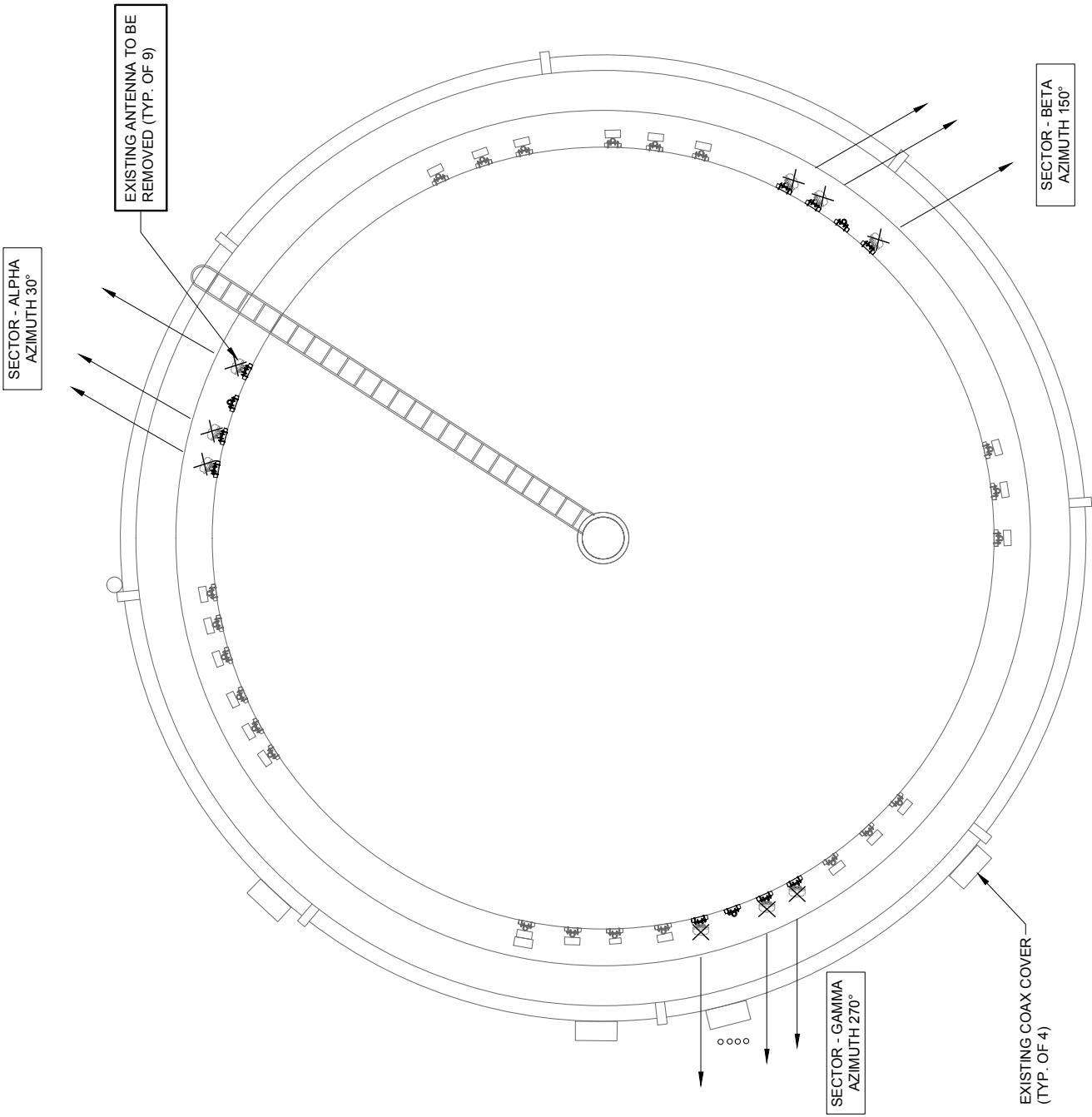
THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.
2.

FINAL EXHIBIT PENDING STRUCTURAL ANALYSIS BY OTHERS. NO ANTENNA OR LINE WORK TO BEGIN PRIOR TO CONFIRMATION OF ADEQUATE TOWER AND MOUNT CAPACITY.
3.

G.C. TO VERIFY ANTENNA TECHNOLOGIES PRIOR TO REMOVAL OF ANY ANTENNAS.
4.

REFER TO ANT-3 & ANT-3A FOR DETAIL ON EXISTING & PROPOSED RF CONFIGURATION.
5.

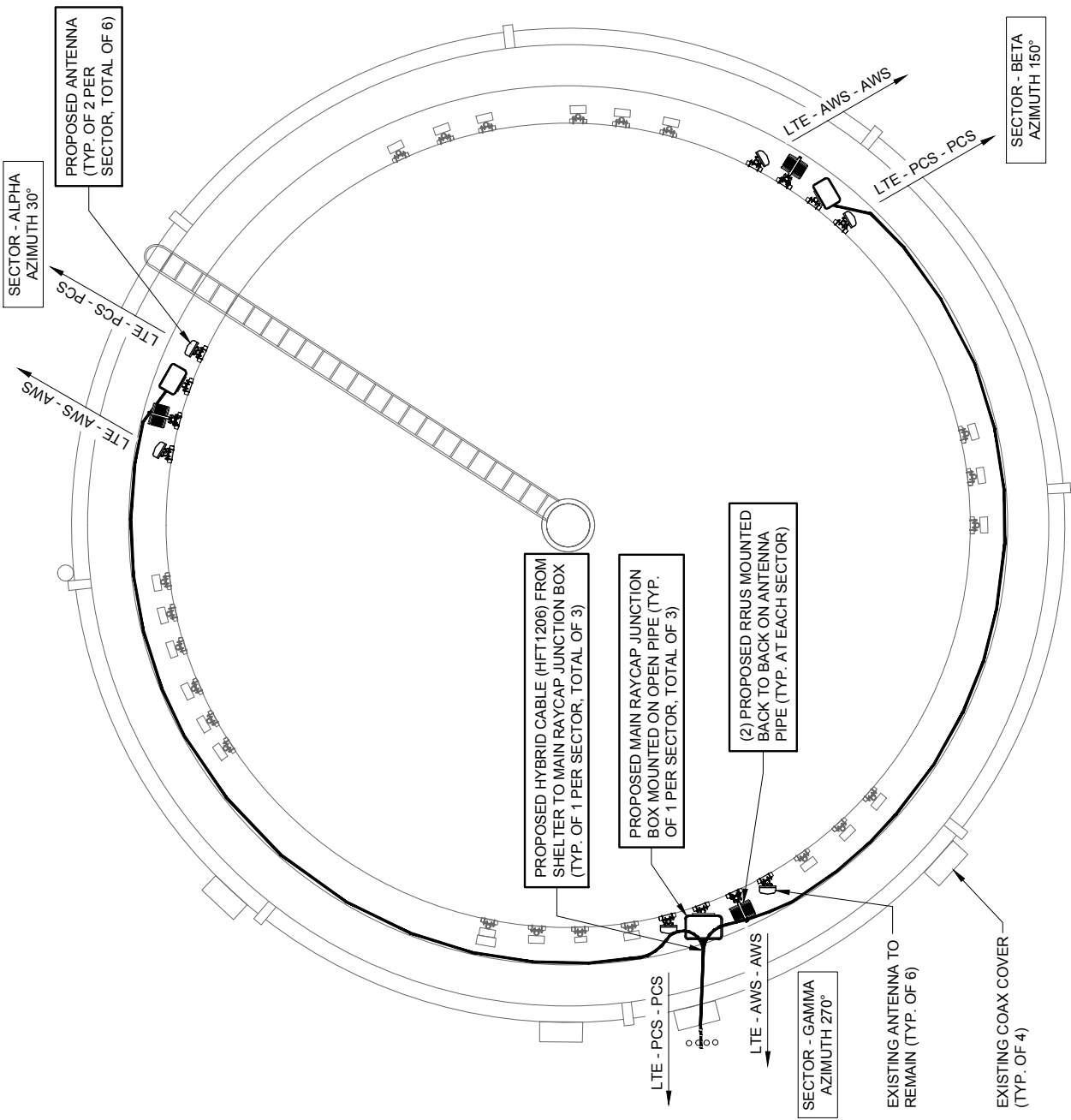
G.C. TO ORIENT & PLACE PROPOSED RAYCAP JUNCTION BOX CLOSEST TO HYBRID CABLE ROUTE.



1

EXISTING ANTENNA LAYOUT

N.T.S.



2

PROPOSED ANTENNA LAYOUT

N.T.S.

NOTE:
G.C. TO GROUND ALL NEW
COMPONENTS TO EXISTING
GROUNDING SYSTEM.

REVISIONS			
NO.	BY	DATE	DESCRIPTION
1.	LRB	05/09/14	ISSUED FOR REVIEW
2.	AU	10/09/14	REVISED PER NEW ECR
3.	SA	11/20/14	ISSUED FOR FINAL
4.	AU	08/30/16	REVISED PER NEW ECR



CHICAGO
SMA
limited partnership
d/b/a VERIZON WIRELESS

LOC. # 212521

HINSDALE WT

339 W 57TH STREET
HINSDALE, IL 60521

DRAWN BY:	LRB
CHECKED BY:	DSRA
DATE:	05/06/14
PROJECT #	68-734

SHEET TITLE
ANTENNA LAYOUT

SHEET NUMBER

ANT-2

EQUIPMENT CHANGE REQUEST FORM- ECR											
Cell Name		Hinsdale WT		RF Engineer		Jeremy Litz		Cell ID			
Location Number		212521		Market		Chicago - HH		Address			
Date of Request		8/5/2016						City/State/Zip			
EXISTING CONFIGURATION											
Alpha	Sector	Position	Port	Antenna		Antenna Manufacturer	Antenna Model	Centerline	Azimuth	Variable Tilt	Mechanical Tilt
				RF Path							
	A1	L1	CEL - Rx Tx0	ANDREW	LNX-6512DS-VTM	95	30	7	0		
		L2	CEL - Rx Tx1								
		H1	Unused at this time								
		H2	Unused at this time								
	A2	L1	PCS - Rx Tx0	Powerwave	7721	95	30	1	0		
		L2	PCS - Rx Tx1								
		H1	Unused at this time								
		H2	Unused at this time								
	A3	L1	Unused at this time								
		L2	Unused at this time								
		H1	Unused at this time								
		H2	Unused at this time								
	A4	L1	LTE C - Rx Tx0	ANDREW	LNX-6512DS-VTM	95	30	3	0		
		L2	LTE C - Rx Tx1								
H1		Unused at this time									
H2		Unused at this time									
Beta	B1	L1	CEL - Rx Tx0	ANDREW	LNX-6512DS-VTM	95	150	7	0		
		L2	CEL - Rx Tx1								
		H1	Unused at this time								
		H2	Unused at this time								
	B2	L1	PCS - Rx Tx0	Powerwave	7721	95	150	1	0		
		L2	PCS - Rx Tx1								
		H1	Unused at this time								
		H2	Unused at this time								
	B3	L1	Unused at this time								
		L2	Unused at this time								
		H1	Unused at this time								
		H2	Unused at this time								
	B4	L1	LTE C - Rx Tx0	ANDREW	LNX-6512DS-VTM	95	150	3	0		
		L2	LTE C - Rx Tx1								
		H1	Unused at this time								
		H2	Unused at this time								
GAMMA	G1	L1	CEL - Rx Tx0	ANDREW	LNX-6512DS-VTM	95	270	7	0		
		L2	CEL - Rx Tx1								
		H1	Unused at this time								
		H2	Unused at this time								
	G2	L1	PCS - Rx Tx0	Powerwave	7721	95	270	1	0		
		L2	PCS - Rx Tx1								
		H1	Unused at this time								
		H2	Unused at this time								
	G3	L1	Unused at this time								
		L2	Unused at this time								
		H1	Unused at this time								
		H2	Unused at this time								
	G4	L1	LTE C - Rx Tx0	ANDREW	LNX-6512DS-VTM	95	270	3	0		
		L2	LTE C - Rx Tx1								
		H1	Unused at this time								
		H2	Unused at this time								
Comments											

1

EXISTING ANTENNA CONFIGURATION

N.T.S.

EQUIPMENT CHANGE REQUEST FORM- ECR									
Cell Name		Hinsdale WT		Cell ID		111			
Location Number		212521		RF Engineer		Jeremy Litz		339 W. 57th St	
Date of Request		8/5/2016		Market		HH		Hinsdale, IL, 60521	
PROPOSED CONFIGURATION									
Antenna		Antenna Manufacturer		Antenna Model		Antenna Serial Number		Configuration	
Sector	Pos	Port	RF Path			Centerline	Azimuth	Variable Tilt	Mechanical Tilt
Alpha	A1	L1 (+45)	LTE C - Rxtx0/CDMA500 Rx/Tx0/L500 Rx/Tx	An drew	SB NHH-1D65A	95	30	700/9, 850/6	0
		L2 (+45)	UPCS - Rxtx0						
		H1 (+45)	UPCS - Rxtx2						
		H3 (+45)	UPCS - Rxtx1						
	A2	L1 (+45)	Unused at this time						
		L2 (+45)	Unused at this time						
		H2 (+45)	Unused at this time						
		H3 (+45)	Unused at this time						
	A3	L1 (+45)	Unused at this time						
		L2 (+45)	Unused at this time						
		H1 (+45)	Unused at this time						
		H2 (+45)	Unused at this time						
	A4	L1 (+45)	Unused at this time	An drew	SB NHH-1D65A	95	30	700/9, 850/6	0
		L2 (+45)	Unused at this time						
		H1 (+45)	AMS - Rxtx0						
		H2 (+45)	AMS - Rxtx2						
Beta	B1	L1 (+45)	LTE C - Rxtx0/CDMA500 Rx/Tx0/L500 Rx/Tx	An drew	SB NHH-1D65A	95	150	700/9, 850/6	0
		L2 (+45)	LTE C - Rxtx2/CDMA500 Rx/Tx1/L500 Rx/Tx						
		H1 (+45)	UPCS - Rxtx0						
		H2 (+45)	UPCS - Rxtx2						
	B2	L1 (+45)	Unused at this time						
		L2 (+45)	Unused at this time						
		H1 (+45)	Unused at this time						
		H2 (+45)	Unused at this time						
	B3	L1 (+45)	Unused at this time						
		L2 (+45)	Unused at this time						
		H1 (+45)	Unused at this time						
		H2 (+45)	Unused at this time						
	B4	L1 (+45)	LTE C - Rxtx1/CDMA500 Rx/Tx0/L500 Rx/Tx	An drew	SB NHH-1D65A	95	150	700/9, 850/6	0
		L2 (+45)	LTE C - Rxtx3/CDMA500 Rx/Tx1/L500 Rx/Tx						
		H1 (+45)	AMS - Rxtx0						
		H2 (+45)	AMS - Rxtx2						
Gamma	G1	L1 (+45)	LTE C - Rxtx0/CDMA500 Rx/Tx0/L500 Rx/Tx	An drew	SB NHH-1D65A	95	270	700/9, 850/6	0
		L2 (+45)	UPCS - Rxtx0						
		H1 (+45)	UPCS - Rxtx2						
		H3 (+45)	UPCS - Rxtx1						
	G2	L1 (+45)	Unused at this time						
		L2 (+45)	Unused at this time						
		H1 (+45)	Unused at this time						
		H2 (+45)	Unused at this time						
	G3	L1 (+45)	Unused at this time						
		L2 (+45)	Unused at this time						
		H1 (+45)	Unused at this time						
		H2 (+45)	Unused at this time						
	G4	L1 (+45)	LTE C - Rxtx1/CDMA500 Rx/Tx0/L500 Rx/Tx	An drew	SB NHH-1D65A	95	270	700/9, 850/6	0
		L2 (+45)	LTE C - Rxtx3/CDMA500 Rx/Tx1/L500 Rx/Tx						
		H1 (+45)	AMS - Rxtx0						
		H2 (+45)	AMS - Rxtx2						
Comments									

CHICAGO SMSA									
limited partnership									
d/b/a VERIZON WIRELESS									

TERRA CONSULTING GROUP, LTD.									
600 BUSSE HIGHWAY									
PARK RIDGE, IL 60068									
PH: 847-698-6400									
FAX: 847-698-6401									

REVISIONS									
NO	DESCRIPTION	DATE	BY						
1	ISSUED FOR REVIEW	05/09/14	LRB						
2	REVISED PER NEW ECR	10/09/14	AU						
3	ISSUED FOR FINAL	11/20/14	SA						
4	REVISED PER NEW ECR	08/30/16	AU						

LOC. # 212521	
HINSDALE WT	
339 W 57TH STREET HINSDALE, IL 60521	
DRAWN BY:	LRB
CHECKED BY:	DS/RA
DATE:	05/06/14
PROJECT #:	68-734
SHEET TITLE ANTENNA INFORMATION	
SHEET NUMBER	
ANT-3	

CHICAGO

SMSA

limited partnership

d/b/a VERIZON WIRELESS

TERRA

CONSULTING GROUP, LTD.

600 BUSSE HIGHWAY

PARK RIDGE, IL 60068

PH: 847-698-6400

FAX: 847-698-6401

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	05/09/14	ISSUED FOR REVIEW	LRB
2	10/09/14	REVISED PER NEW ECR	AU
3	11/20/14	ISSUED FOR FINAL	SA
4	08/30/16	REVISED PER NEW ECR	AU

LOC. # 212521

HINSDALE WT

339 W 57TH STREET
HINSDALE, IL 60521

DRAWN BY: LRB

CHECKED BY: DSRA

DATE: 05/06/14

PROJECT #: 68-734

SHEET TITLE

ANTENNA
INFORMATION

SHEET NUMBER

ANT-3

CHICAGO
SMA

limited partnership
d/b/a VERIZON WIRELESS

TERRA

CONSULTING GROUP, LTD.

600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

NO.

DESCRIPTION

DATE

BY

1.

ISSUED FOR REVIEW

05/09/14

LRB

2.

REVISED PER NEW ECR

10/09/14

AU

3.

ISSUED FOR FINAL

11/20/14

SA

4.

REVISED PER NEW ECR

08/30/16

AU

LOC. # 212521

HINSDALE WT

339 W 57TH STREET
HINSDALE, IL 60521

DRAWN BY: LRB

CHECKED BY: DSRA

DATE: 05/06/14

PROJECT #: 68-734

SHEET TITLE

DETAILS

SHEET NUMBER

ANT-4

1

UNUSED
N.T.S.

2

SATELLITE RAYCAP JUNCTION BOX DETAIL
N.T.S.

3

MAIN RAYCAP JUNCTION BOX DETAIL
N.T.S.

SPECIFICATIONS

DC SURGE PROTECTION FOR RRUI/INTEGRATED ANTENNA RADIO HEAD

APPLICATION: SECTOR MODEL

WEIGHT: 14LBS (06.35 KG)

[mm]

INCHES

FRONT VIEW

207.02
[8.15]

13.58
[0.53]

60.26
[2.37]

SIDE VIEW

257.90
[10.15]

BOTTOM VIEW

PROPOSED RAYCAP JUNCTION
BOX MODEL# RCMDC-1064-PF-48

SPECIFICATIONS

DC SURGE PROTECTION FOR RRUI/INTEGRATED ANTENNA RADIO HEAD

APPLICATION: TOWER / BASE / ROOFTOP / ROOFTOP DISTRIBUTION MODELS

WEIGHT: 32LBS (14.51 KG)

[mm]

INCHES

FRONT VIEW

260.42
[10.25]

19.18
[0.75]

58.37
[2.29]

SIDE VIEW

25.68
[1.01]

BOTTOM VIEW

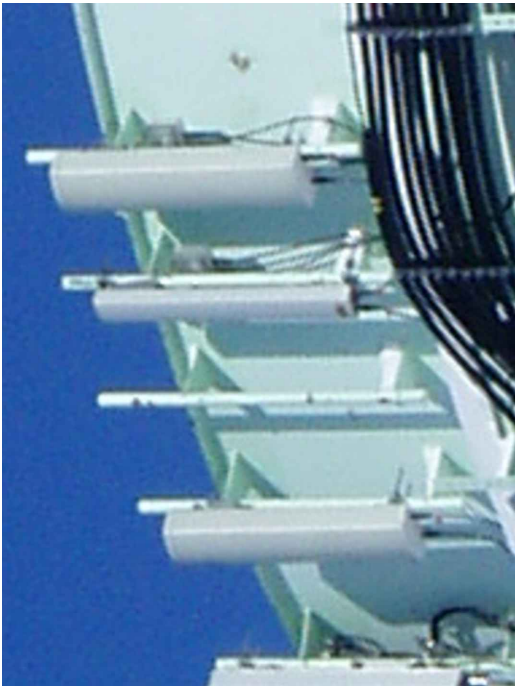
PROPOSED RAYCAP JUNCTION
BOX MODEL# RCMDC-3315-PF-48

Attachment 1

1 OVERALL WATER TANK PHOTO



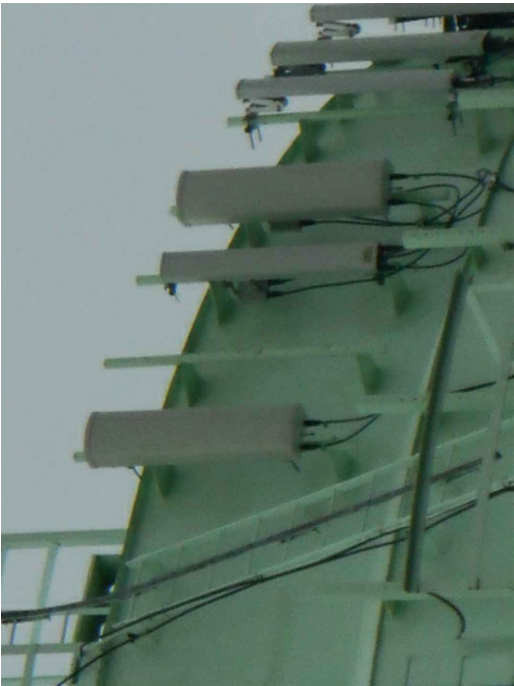
GAMMA SECTOR ANTENNAS



BETA SECTOR ANTENNAS



ALPHA SECTOR ANTENNAS



SHEET NUMBER

EX-1

SHEET TITLE

PHOTO EXHIBIT

DRAWN BY:	LRB
CHECKED BY:	DSRA
DATE:	05/06/14
PROJECT #	68-734

339 W 57TH STREET
HINSDALE, IL 60521

HINSDALE WT

LOC. # 212521

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1.	ISSUED FOR REVIEW	05/09/14	LRB
2.	REVISED PER NEW ECR	10/09/14	AU
3.	ISSUED FOR FINAL	11/20/14	SA
4.	REVISED PER NEW ECR	08/30/16	AU



TERRA

CONSULTING GROUP, LTD.

600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

CHICAGO

SMSA

limited partnership

d/b/a VERIZON WIRELESS



BEFORE



AFTER

Hinsdale WT

View from Northeast



TERRA
CONSULTING GROUP, LTD.
600 Busse Highway, Park Ridge, IL 60068
Phone: 847.698.6400 Fax: 847.698.6401

verizon✓



BEFORE

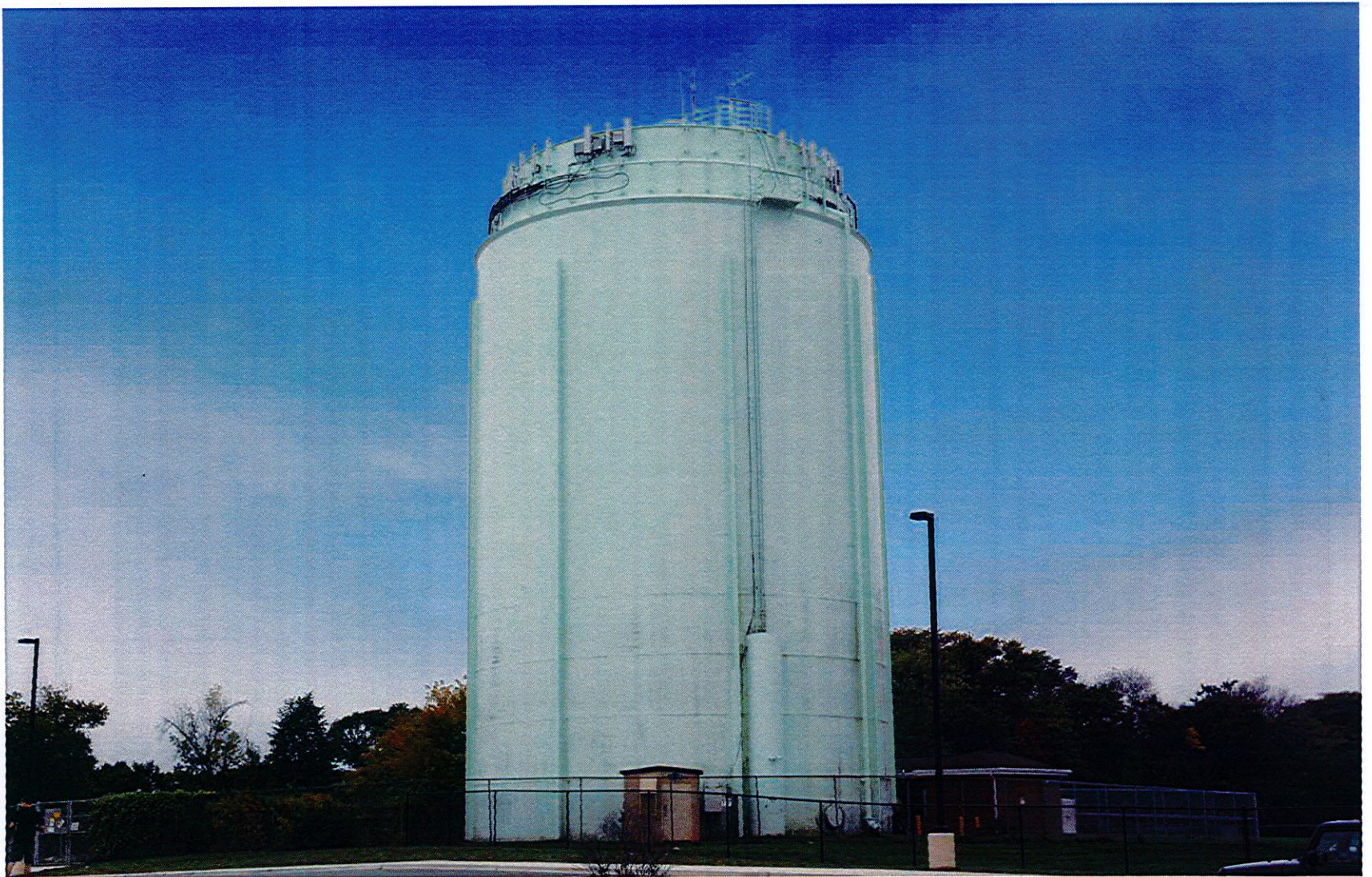


AFTER

Hinsdale WT

View facing Northwest





BEFORE



AFTER

Hinsdale WT

View facing Southwest



TERRA
CONSULTING GROUP, LTD.
600 Busse Highway, Park Ridge, IL 60068
Phone: 847.698.6400 Fax: 847.698.6401

verizon✓

VILLAGE OF HINSDALE
CERTIFICATION OF PROPER NOTICE
REGARDING APPLICATION FOR PUBLIC HEARINGS AND
MEETINGS

I, Paul Williams, being first duly sworn on oath, do hereby certify that I caused written notice of the filing of my application for a public hearing and or meeting to be given to owners of record of property within 250 feet of any part of the subject property. I further certify that I gave such notice in the form required by the Village (Certified Mail) and that I gave such notice on 11/29/2016.

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

By:

Paul Williams

Name:

Paul Williams

Address:

1700 Sherwin Avenue, DesPlaines, IL 60018

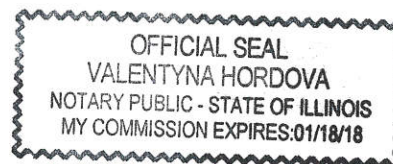
Subscribed and sworn to before me

This 14 day of December, 2016.

By:

Valentina Hordova

Notary Public



VILLAGE OF HINSDALE

NOTICE OF PLAN COMMISSION PUBLIC MEETING

PUBLIC NOTICE IS HEREBY GIVEN to all persons that the Village of Hinsdale Plan Commission shall conduct a public meeting on Wednesday, December 14, 2016 at 7:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application for site plan and exterior appearance review to allow for the upgrading and installation for 6 new panel antennas with 6 new remote radio units (RRU) on an existing antenna mount to REPLACE 9 existing Verizon antenna/RRUs on an existing water tank (net 3 decrease in antennas) in the IB Institutional Building District at the property known as 339 W. 57th Street (Hinsdale Central High School), and known as Application A-35-2016. The applicant is also requesting to install 3 new raycap splitters using existing pipe mounts.

The petitioner is Paul Williams, Chicago SMSA for Verizon. Copies of documents relating to the proposed request are on file and available for public inspection during regular Village business hours in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois.

The common address is 339 W. 57th Street and legally described as follows:

THE EAST 200 FEET OF THE NORTH ½ OF LOT 4 IN BLOCK 7 IN BRANIGAR BROS. HINSDALE FARMS, BEING A SUBDIVISION OF THE NORTHWEST ¼ (EXCEPT THE EAST ½ OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT 141390, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: "Hinsdale Central Water Tank, Hinsdale, IL 60521"

PIN: 09-13-100-006

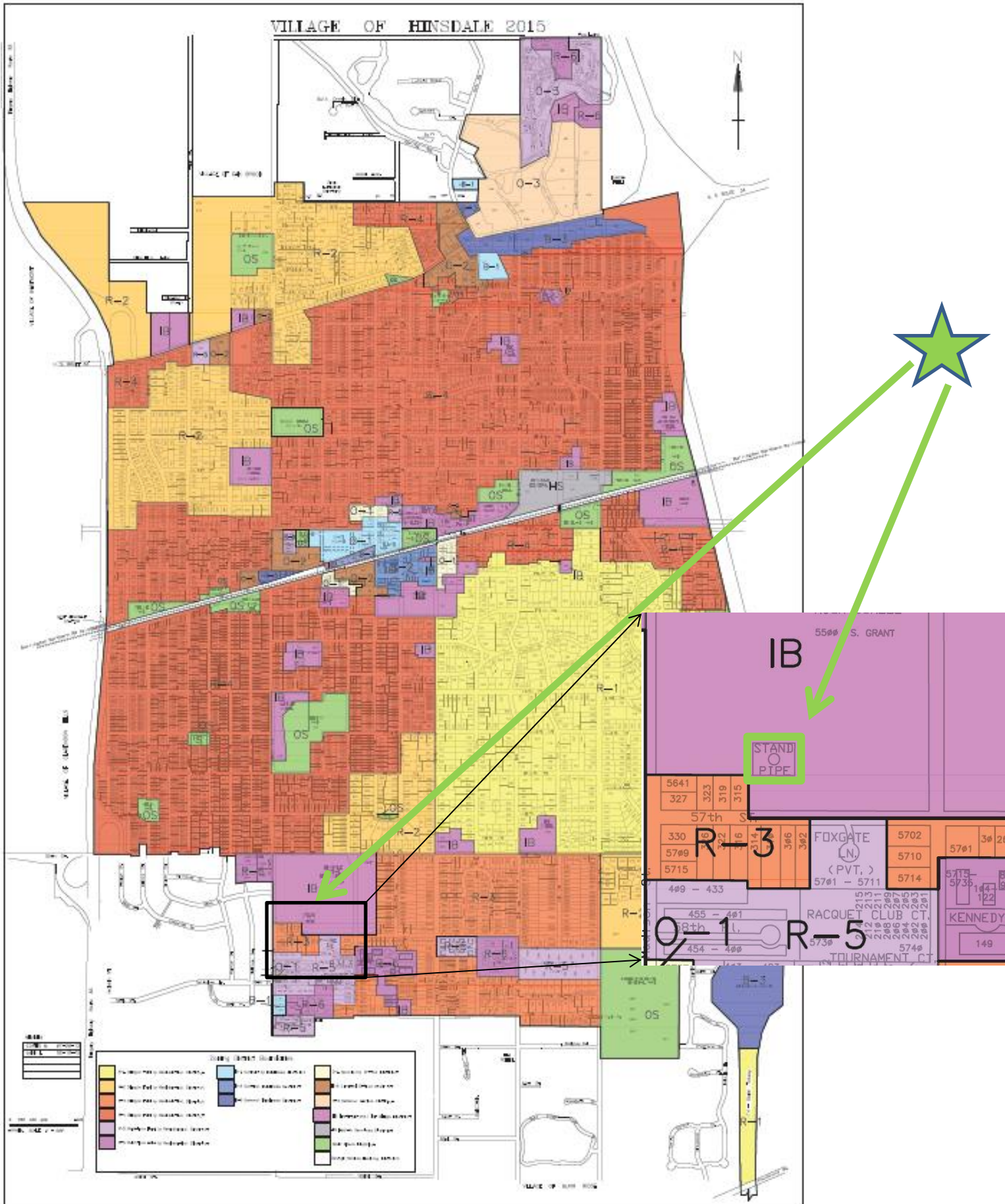
At said public meeting, the Plan Commission shall accept all testimony and evidence pertaining to said application and shall consider any and all possible zoning actions, including the granting of any necessary special permits, variations, other special approvals, or amendments to the Zoning Code that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

Dated: November 24, 2016

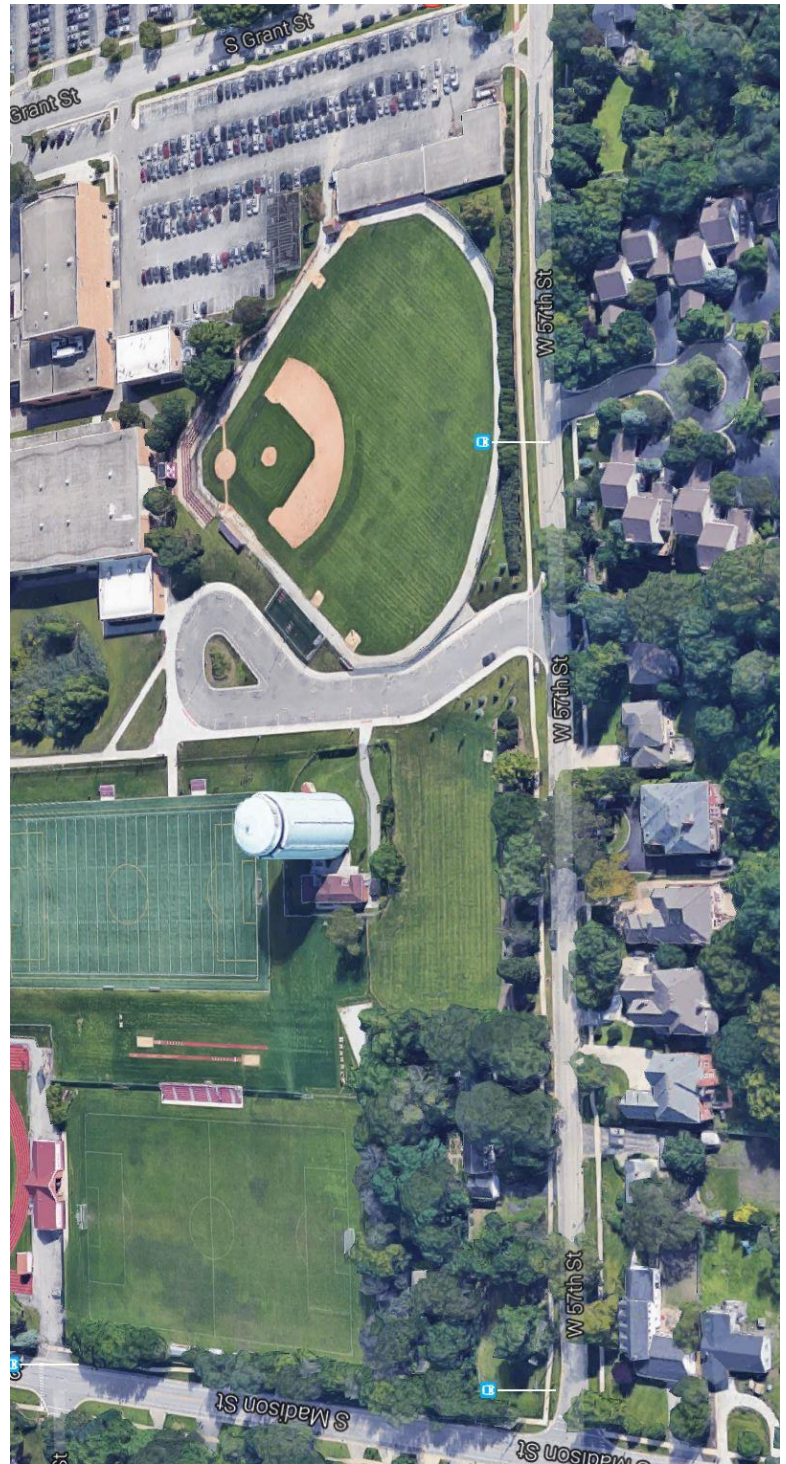
Christine M. Bruton, Village Clerk

Published in the Hinsdalean on November 24, 2016

Attachment 3: Village of Hinsdale Zoning Map and Project Location



Attachment 4: 339 W. 57th Street - Birds Eye View



Chan Yu

From: Williams, Paul <Paul.Williams@jacobs.com>
Sent: Thursday, December 08, 2016 2:32 PM
To: Chan Yu
Cc: Breen, Ryan; Hultgren, Sylvia; Lauricella, Paul
Subject: Verizon to Upgrade Antennas on the Water Tower Located at 333 W. 57th Street_Antenna Surface Area

Chan,

Thanks for your call earlier today to discuss the details needed for the upcoming hearing.

Regarding the visual impact of this upgrade-

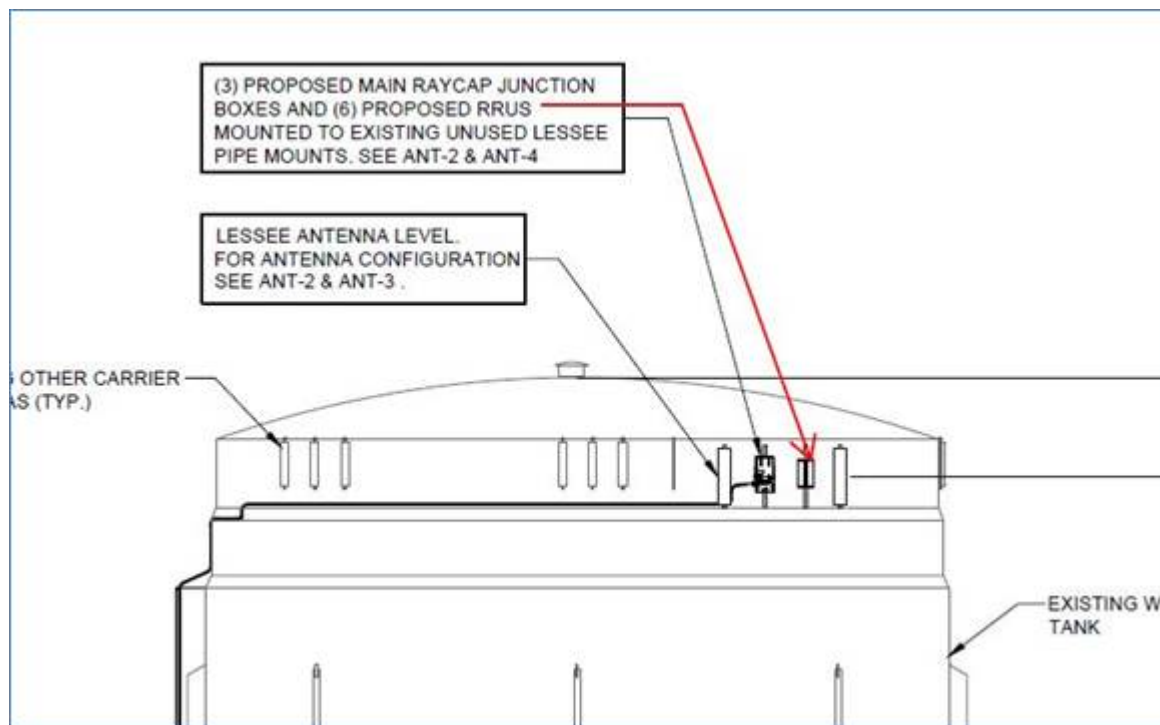
Currently each of the 3 Sectors has (3) panel antennas installed on pipe mounts with (1) pipe mount open. (Total of (9) panel antennas.

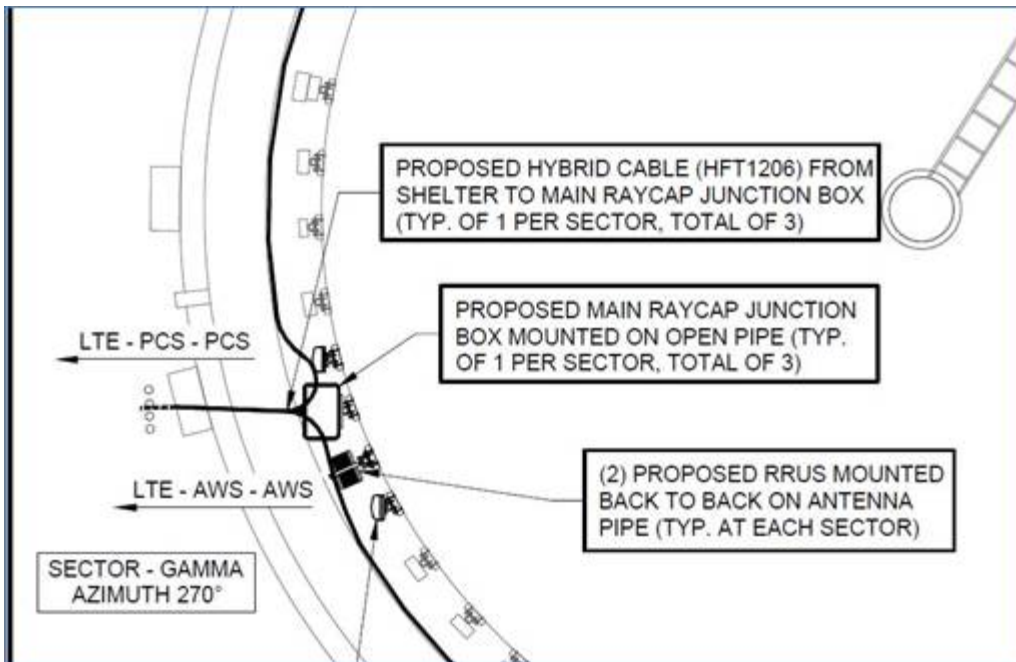
After the upgrade each of the 3 sectors will have (2) panel antennas on existing pipe mounts with (1) Raycap on one of the remaining pipe mounts and (2) RRUs mounted back to back on the fourth pipe mount.

Below please find screen captures from the Construction Drawings showing the final configuration.

I added the red arrow to indicate the RRUS mounted back to back.

This note says (3) Proposed Raycaps and (6) proposed RRUS. That is (1) Raycap and (2) RRUS per sector.





Below please find the surface area that would face outwards towards someone viewing the tower.

Current Configuration (per sector):

(2) LNX-6512-DS antennas / 48" (Height) x 11.9" (Width) = 571.2 sq. in. x 2 = 1,142.4 sq in

(1) Powerwave 7721 antenna / 51" (Height) x 6" (Width) = 306 sq. in.

Total 1,448.4 sq. in. (Before)

Proposed Configuration (per sector):

(2) SBNHH-1D65A antennas / 55.6" (Height) x 11.9" (Width) = 661.64 sq. in. x 2 = 1,323.3 sq. in.

(2) RRUS 32s / 12.7" (Height) x 7" (Depth-viewed from side) = 84.7 sq.in. x 2 = 169 sq .in.

(1) Raycap / 28.93" (Height) x 15.73" (Width) = 455.1 sq. in

Total 1,947.8 sq. in. (After)

Increase = 499.4 sq. in.

Please let me know if you have any questions or concerns regarding this information.

Thanks,

Paul Williams

Jacobs

Site Acquisition | Telecommunications

773.380.3827 direct

870.926.9718 mobile

773.649.9881 fax

paul.williams@jacobs.com

1700 Sherwin Avenue

Des Plaines, IL 60018

USA

www.jacobs.com

NOTICE: This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.

HINSDALE PLAN COMMISSION

RE: Case A-35-2016 – Applicant: Jacobs, agent for Verizon Wireless (application address: 339 W. 57th St.)

Request: Upgrade existing Verizon Wireless Telecommunication Facility in the IB Institutional Buildings District.

DATE OF PLAN COMMISSION REVIEW: December 14, 2016

DATE OF BOARD OF TRUSTEES 1ST READING: January 3, 2017

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Plan Commission (PC) heard testimony from the applicant, for the proposed telecommunication equipment upgrades on the Village owned water tower, at the Hinsdale Central High School, in the IB Institutional Building District. There was no one in the audience to comment at the public meeting.
2. The applicant, Jacobs, on behalf of Verizon Wireless presented and explained that there are currently 9 antennas mounted on the water tower. The proposed project will remove and replace only 6. However, there will be new additional radio units (RRU) and raycaps installed (see below).
3. The applicant clarified that Verizon is licensed to utilize all 4 pipe mounts per each 3 sectors, for 12 positions all together on the water tower. Currently, Verizon is only utilizing 3 mounts per sector (9 total), and this application request will utilize all 12 positions.
4. The applicant explained the total surface area net increase for the new equipment is 22 inches by 22 inches (3.36 SF).
5. Plan Commission Chairman Cashman asked if there were any questions or comments by the Commissioners. There were no questions or comments by the PC.
6. Per the applicant, the new equipment will match the existing hardware on the water tower. There are no changes to the subject property at grade level and the request will not affect the minimum Code requirements as shown on the Plan Commission applications table of compliance.

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance plan as submitted, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," and two (2) "Absent," recommends that the President and Board of Trustees approve the exterior appearance plan to allow the telecommunication equipment upgrades on the Village owned water tower at 339 W. 57th St. in the IB Institutional District.

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this _____ day of _____, 2016.

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Temporary Use Permit for Temporary Off Premise Ground Sign
at 2 Salt Creek Lane
8 Salt Creek Campus LLC / Edward-Elmhurst Healthcare

MEETING DATE: January 10, 2017

FROM: Chan Yu, Village Planner

Recommended Motion

Move to approve a Temporary Use permit for a temporary off premise ground sign at 2 Salt Creek Lane for the building at 8 Salt Creek Lane for a period of 60 days.

Background

The Village of Hinsdale has received a temporary use application from 8 Salt Creek Campus LLC, to install a temporary off premise ground sign at 2 Salt Creek Lane, located on the corner of Salt Creek Lane and Ogden Avenue. This is a request while the applicant prepares to apply for a permanent ground sign through the Zoning Board of Appeals and Plan Commission. The temporary sign will be installed for no more than 60 days.

The content of the sign only identifies “Immediate Care”, a service provided at 8 Salt Creek Lane. The overall height is 4’-4”. The sign face has 2 colors, is 3’-4” feet tall and 7’-10” feet long, which is 26 square feet. The setback will be 10 feet from the sidewalk and installed on green steel posts.

2 Salt Creek Lane is located in the O-3 General Office District and abuts the O-3 District to the north, east and west, and B-3 General Business District to the south. The applicant has received permission from the property owner of 2 Salt Creek Lane to install the requested temporary sign (attached letter dated 12/07/16).

Discussion & Recommendation

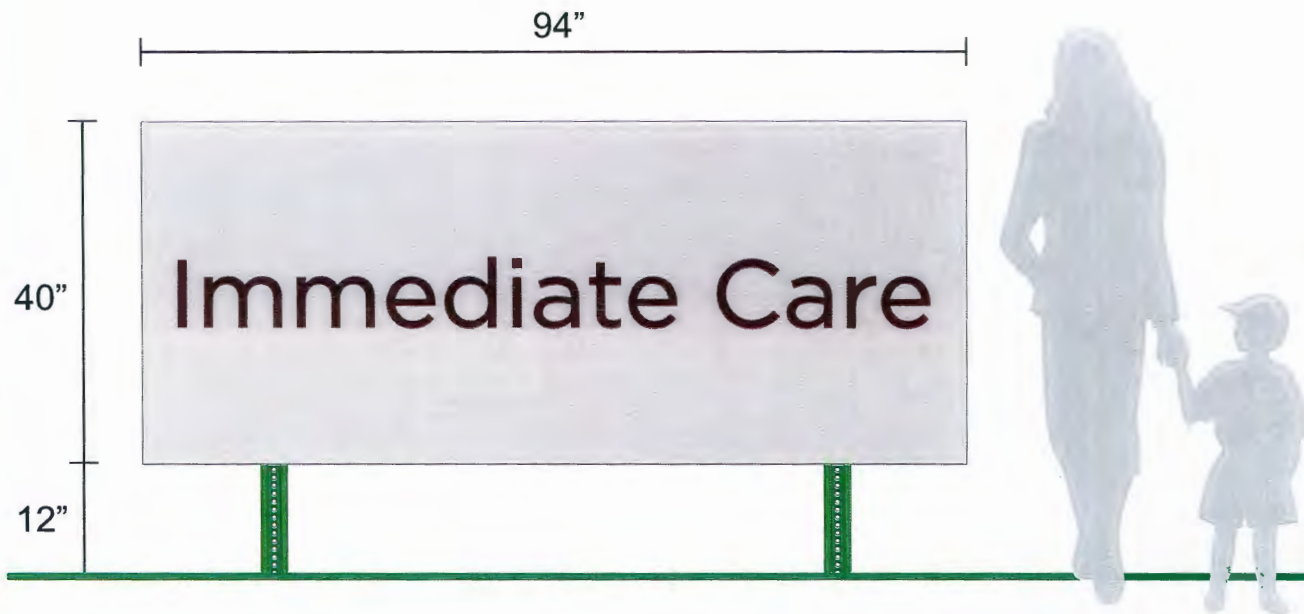
N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Temporary Sign Illustration, Temporary Use Application and Letter (dated 12/07/16)
2. Zoning Map and Application Location
3. Birds Eye View of Application Location
4. Street View of Application Location



**1/4" THICK DIBOND ALUMINUM SIGN PANELS
WITH VINYL GRAPHICS MOUNTED BACK-TO-BACK
ON GREEN STEEL U-CHANNEL POSTS.**

**26.1 SQ. FT.
PMS 5C COOL GRAY BACKGROUND
PMS #440C DK. GRAY COPY**



**SHOWING SIGN INSTALLED ON
NORTHWEST CORNER OF
SALT CREEK LANE & OGDEN AVENUE**

WARNING: This drawing is the sole property of Direct Sign Systems, Inc. It is intended to represent an original design option requested by the client named below. It is NOT to be shown to ANYONE other than this client without the permission of the designer.



Direct Sign Systems
Division of Mario, Inc.

Customer: Edward-Elmhurst	Designed By: DJF
Project: Temporary Sign	Date: 10-25-16
Location: Hinsdale	Date Revised: 11-08-16, 01-05-17

VILLAGE OF HINSDALE

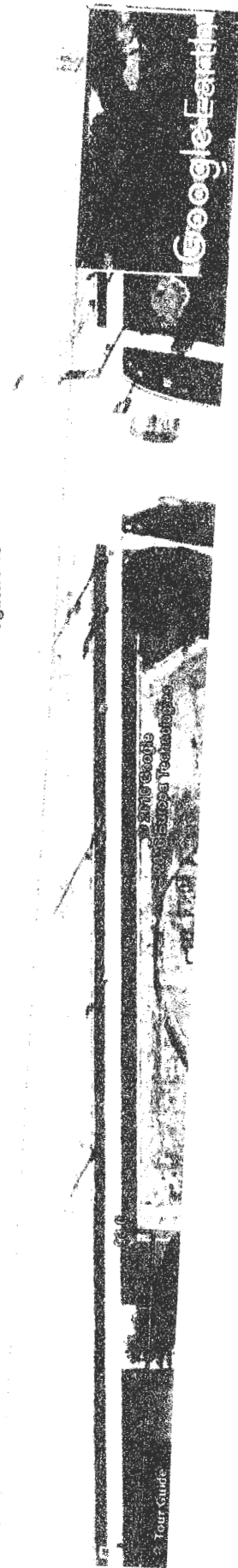
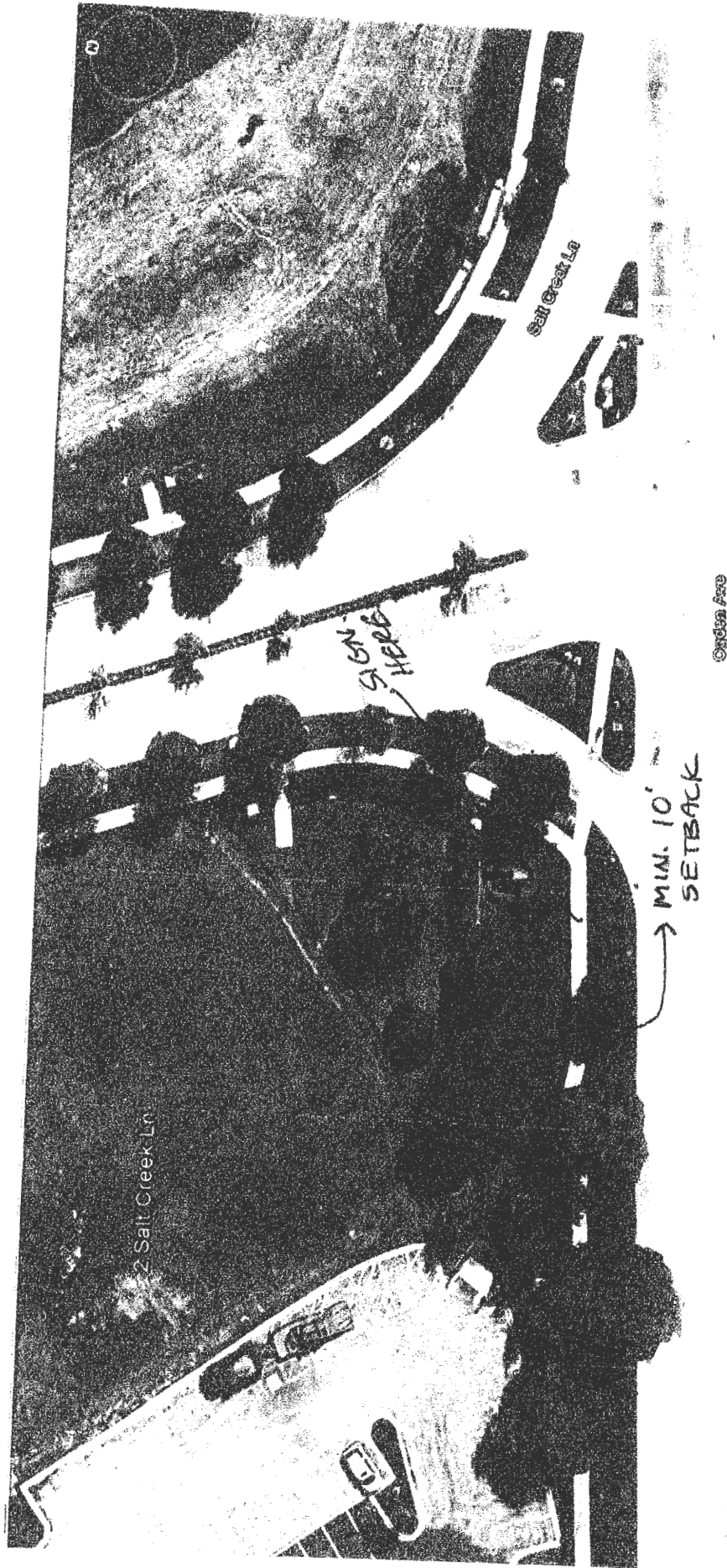
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR TEMPORARY SIGNAGE

Applicant		Sign Contractor	
Name:	<u>8 SALT CREEK CAMPU'S LLC</u>		<u>DIRECT SIGN SYSTEMS, INC</u>
Address:	<u>40 SKOKIE BLVD, SUITE 40</u>		<u>129 COMMERCIAL DR., UNIT #6</u>
City/Zip:	<u>NORTHBROOK, IL 60062</u>		<u>YORKVILLE IL 60560</u>
Phone No.:	<u>847-897-7305</u>		<u>630-553-7446</u>
Fax No.:	<u>847-897-7333</u>		<u>630-553-7449</u>
Contact Person:	<u>PAUL KOPECKI</u>		<u>DOMINIC FRACASSO</u>
SIGN ADDRESS:	<u>2 SALT CREEK</u>		ZONING DISTRICT: _____
Type of Sign:	<u>GROUND SIGN</u>		Lot/street frontage: <u>250'</u>
Building frontage:	<u>N/A</u>		Total square footage of sign: <u>264</u>
Dimensions of Sign: Length:	<u>94"</u>		Height: <u>40"</u>
Overall height of sign (grade to top of sign):			<u>52"</u>
Proposed colors used in sign (max. three):	<u>2, per the 1/5/17 exhibit - C.Y.</u>		
Type of illumination:	<u>N/A</u>		Foot-candles: <u>N/A</u>
EXISTING SIGN INFORMATION			
Business Name		Size of Sign	
<u>N/A</u>		<u>N/A</u>	
I hereby acknowledge that I have read this application and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.			
<u>Paul Kopecki</u>		<u>12/14/16</u>	
Signature of Applicant		Date	
<u>SEE LETTER ATTACHED</u>			
Signature of Building Owner		Date	

FOR OFFICE USE ONLY:

Date: _____

Start Date _____ Removal Date (60 Days Max): _____



**VILLAGE OF HINSDALE
APPLICATION FOR TEMPORARY USE**

Address of proposed request: 2 SALT CREEK LANE

APPLICATION FOR TEMPORARY USE (please include Certificate of Zoning Compliance App.)

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

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

Owner: OPH 6 LLC Date: _____, 20__

Phone: (____) _____ Email: jyine@foxferdllc.com

Temporary Use Period Requested:

From: 60 DAYS, 20__ through _____, 20__

Nature of Temporary Use Request:

TEMPORARY GROUND SIGN

Signature of Owner: SEE LETTER ATTACHED

Village Manager Date: _____, 20__

OR

Date of Village Board Approval: _____, 20__

<i>For Office Use Only</i>
\$100 Fee Paid <input type="checkbox"/>
Date: _____
Received By: _____

FOXFORD LLC

December 7, 2016

*Via First Class Mail &
Electronic Mail: rmcginnis@villageofhinsdale.org*

Village of Hinsdale
Mr. Robb McGinnis, Building Commissioner/Director of Community Development
19 E. Chicago Ave.
Hinsdale, IL 60521

Re: Edward Health Ventures
Temporary Sign on 2 Salt Creek Lane
Owner is OPH 6 LLC

Mr. McGinnis:

As you may recall, OPH 6 LLC owns the property commonly known as 2 Salt Creek Lane in Hinsdale, IL. On behalf of OPH 6 LLC, permission is given to Edward Health Ventures and/or Edward-Elmhurst Health to construct a temporary sign on the South portion of the property that fronts Ogden Avenue. The sign is for the Immediate Care Center they own and operate at 8 Salt Creek Lane, Hinsdale.

They have the owners' permission to leave the sign up as long as the Village ordinance allows or I give them written notice to remove same.

Thank you for your time.

Sincerely,

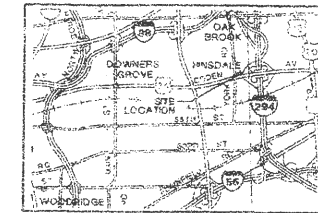


Peter Brennan
On Behalf of OPH 6 LLC

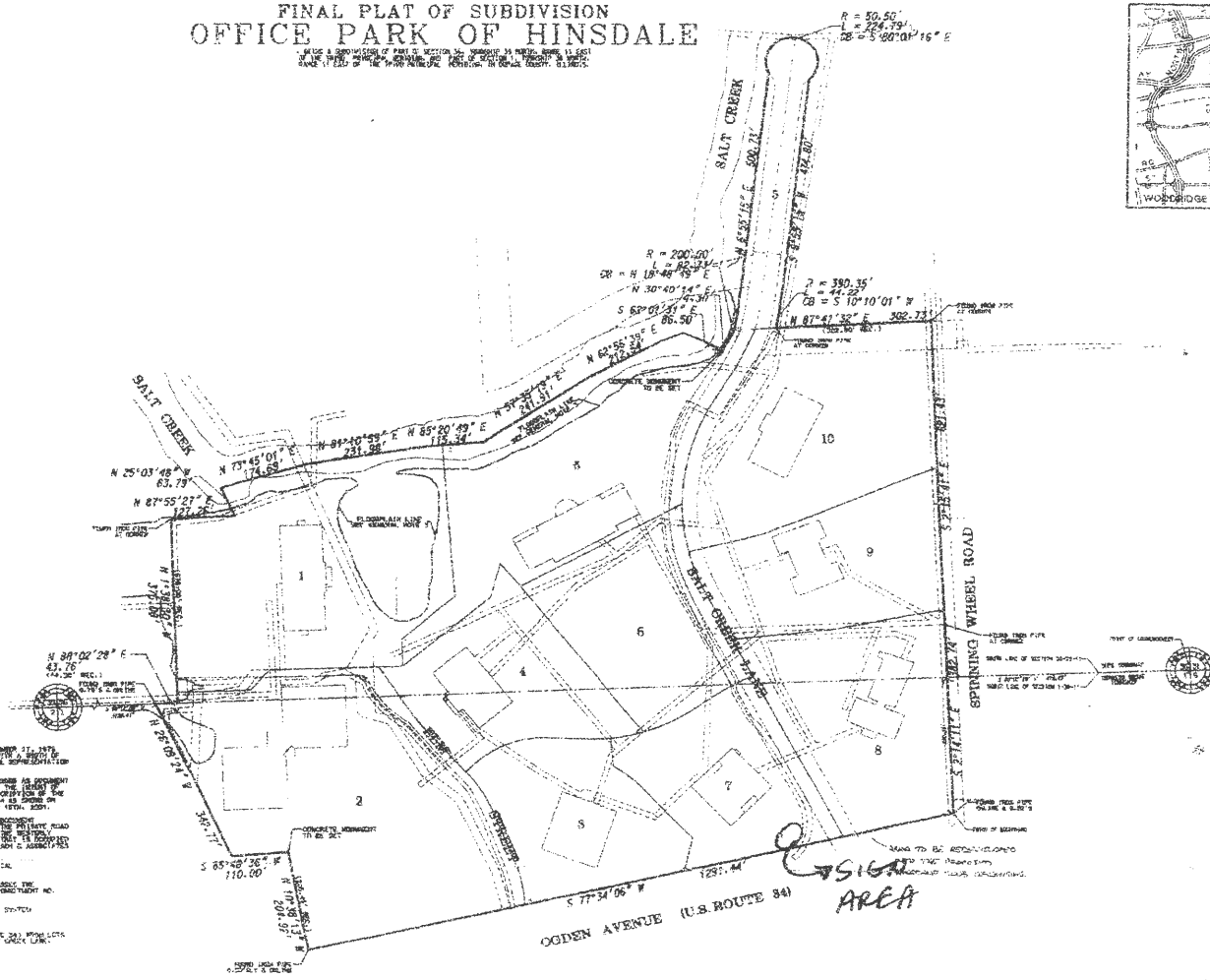
FINAL PLAT OF SUBDIVISION OFFICE PARK OF HINSDALE

PLAT OF SUBDIVISION OF PART OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 11 WEST, CO. JEFFERSON, ILL.
FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF JEFFERSON COUNTY, ILL. JULY 1, 2002

SCALE 1" = 50'



LOCATION MAP
(NOT TO SCALE)



PLAT
R2002-243817
SEP 20, 2002
4 26 PM

CONVEYOR'S NOTES:

1. THE AGREEMENT TO SUBDIVIDE ILLINOIS HAS COMPLETED RECORDING DECEMBER 11, 2001, AND RECORDING NUMBER 2001-243817 IS OF RECORD. THE LOCATION OF THE SUBDIVISION IS BASED ON A MEASURED REPRESENTATION OF THE LOCATION OF THE SUBDIVISION.
2. THE LOCATION OF THE SUBDIVISION ILLINOIS HAS COMPLETED RECORDING DECEMBER 11, 2001, AND RECORDING NUMBER 2001-243817 IS OF RECORD. THE LOCATION OF THE SUBDIVISION IS BASED ON A MEASURED REPRESENTATION OF THE LOCATION OF THE SUBDIVISION.
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PLAT NUMBER:

R2002-243817

NO.	DATE	REVISION
1	SEP 20, 2002	INITIALS
2	SEP 20, 2002	INITIALS
3	SEP 20, 2002	INITIALS
4	SEP 20, 2002	INITIALS
5	SEP 20, 2002	INITIALS
6	SEP 20, 2002	INITIALS
7	SEP 20, 2002	INITIALS
8	SEP 20, 2002	INITIALS
9	SEP 20, 2002	INITIALS
10	SEP 20, 2002	INITIALS

10008-243817

MACKIE CONSULTANTS LLC
9024 W. INGLETS RD., SUITE 600, ROSEMONT, IL 60068
847-696-1400 FAX 847-696-1470
ENGINEERS PLANNERS SURVEYORS

CLIENT:

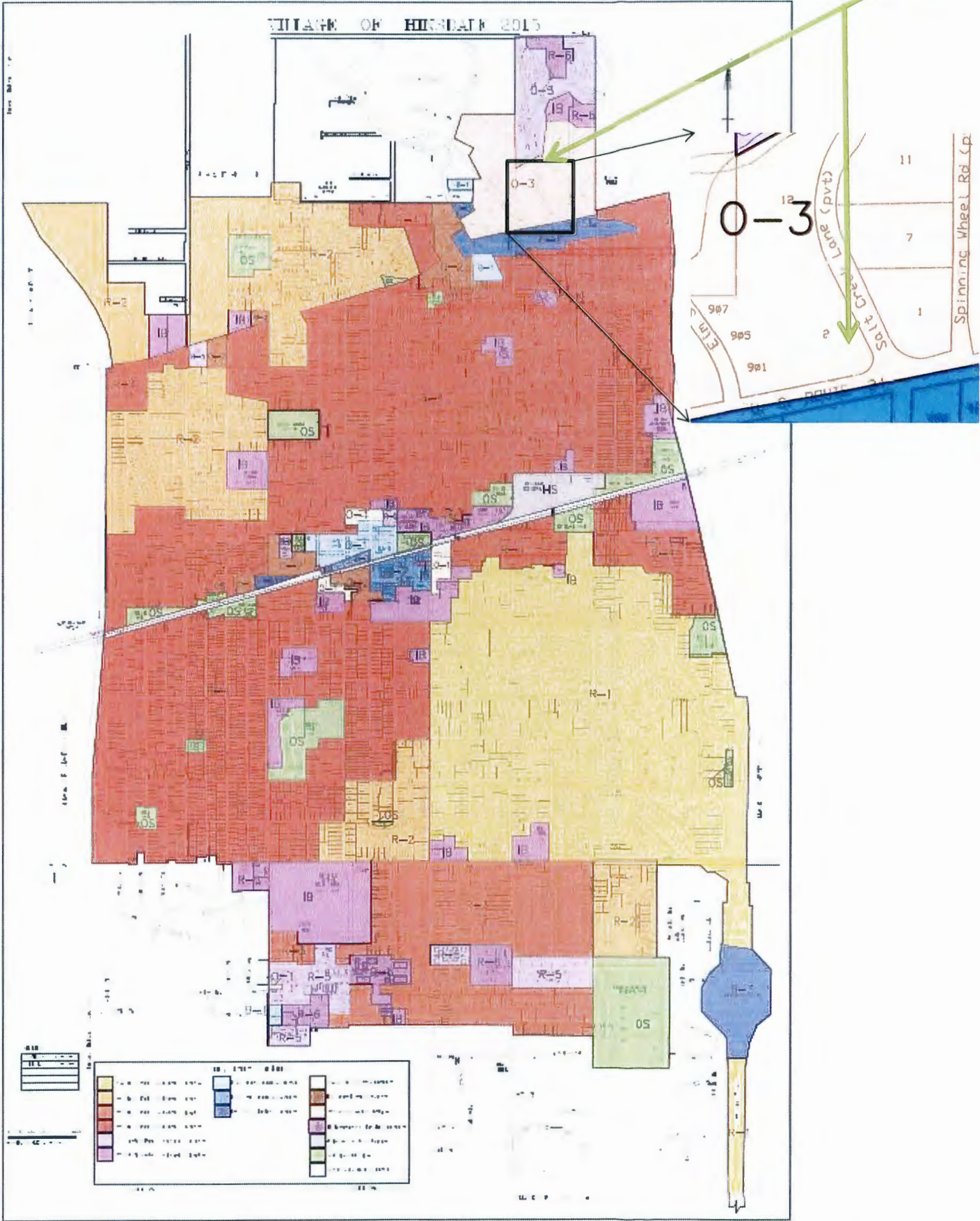
FOXFORO LLC
1808 S. HIGHLAND AVENUE
LOMBARD, ILLINOIS 60148

DATE	REVISION	BY	SCALE

**PLAT OF SUBDIVISION
OFFICE PARK OF HINSDALE
HINSDALE, ILLINOIS**

1 OF 5
PROJECT NUMBER: 518
PLAT NUMBER: 518
DATE: 09/20/02

Attachment 2: Village of Hinsdale Zoning Map and Project Location



Attachment 3: Birds Eye View of 2 Salt Creek Lane



Attachment 4: Street View of 2 Salt Creek Lane (face west)



REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Text Amendment Application for Pet Hospital, Boarding Kennels and Grooming Services in the B-1 Community Business District as a Special Use
722-724 N. York Rd. – Hinsdale Animal Hospital

MEETING DATE: January 10, 2017

FROM: Chan Yu, Village Planner

Recommended Motion

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).

Background

The Village of Hinsdale has received an application packet from Anthony Kremer, of Hinsdale Animal Hospital, requesting approval for a Text Amendment to allow pet hospitals (SIC code 0742), boarding kennels and grooming services (SIC code 0752), with a Special Use permit in the B-1 District.

Currently, only veterinary services (SIC code 0742) and grooming services (SIC code 0752) are permitted in the B-3 General Business District, and grooming services as a special use in the B-2 Central Business District. This request will amend Section 5-105(C), to allow pet hospitals, boarding kennels and grooming services in the B-1 District with an issuance of a Special Use permit.

The Text Amendment and Special Use permit application packet also includes the Zoning Board of Appeals (ZBA) Variation application and the Plan Commission (PC) Exterior Appearance and Site Plan Review application. Mr. Kremer will move forward through the ZBA and PC review process should the Board of Trustees (BOT) refer the Text Amendment request to the PC for a hearing and consideration.

The ZBA and PC applications illustrate a new pet hospital with boarding kennel on 722-724 N. York Road, in the B-1 District. As requested by the BOT on November 1, 2016, Trustee Byrnes and Village staff worked with the architect for the attached building elevation drawings. To implement the updated building design and site plan, the following variations are requested:

1. Building height at 37 feet vs. the maximum 30 feet limitation in the B-1 District;
Note, the surrounding O-2 District parcels have a maximum 40 feet limitation.
2. Front yard setback at 15 feet vs. the minimum 25 feet in the in the B-1 District;
Note, the current front yard setback is 15.38 feet.
3. Floor area ratio (FAR) of .40 vs. the maximum .35 in the B-1 District;
Note, the current FAR is .46 and the surrounding O-2 District allowable FAR is .40.
4. Front yard parking setback at 15 feet vs. the minimum 25 feet in the B-1 District.

5. Parking lot perimeter landscape screening buffer of 0 feet vs. minimum 10 feet;
Note, the proposed landscape area is 5,650 SF (18.7%), vs. the 10% minimum pervious area 3,014 SF (maximum lot coverage is 90% in the B-1 District).

A summary of the application packet can be found on Attachment 1, which includes a cover letter and zoning request summary. Please note the changes since the presentation to the BOT on November 1, 2016, including:

1. A new building will be constructed in lieu of renovating the existing building.
2. The building footprint area has been reduced from 6,500 SF to 6,045 SF.
3. Exercise area revised to extend the property line in lieu of held behind 10' setback.
4. Six (6) parking spaces and a load space added to comply with the Zoning Code.
5. A ground sign has been added with a Code compliant 5' setback.
6. Variation requests have been updated in this application packet.
7. Elevations and floor plans have been submitted in this application packet.

Discussion & 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.

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.

Village Board and/or Committee Action

N/A

Documents Attached

1. Applicant Cover Letter and Zoning Summary
2. New Building Elevation Plan (received 12/16/16)
3. Text Amendment, Special Use Permit and Exterior/Site Plan Review Applications
4. SIC Code Veterinary Services (0742) and Animal Specialty Services (0752) Definitions
5. Traffic Impact Study by Gewalt Hamilton Associates (dated 09/20/16)
6. November 1, 2016, BOT Minutes – for Discussion Item
7. Zoning Map and Project Location
8. Aerial View of 722-724 N. York Road
9. Current Building at 722-724 N. York Road
10. ZBA Variation Application

12-7-2016

Chan Yu
Village Planner
Department of Community Development
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Re: 724 N York Road

Dear Chan,

Thanks for taking the time to evaluate our proposal and request for moving our Hinsdale Animal Hospital to a new location at 724 N. York Road in Hinsdale. Our existing hospital is located at 218 W Ogden Ave, in Hinsdale and has been located in the community since 1950. Since purchasing the Animal Hospital practice we have enjoyed a steady growth that has led to us outgrowing our existing home. The new facility we are planning on N. York Road will accommodate our current practice and provide room for growth into the future while providing an updated. This move will allow us to update our facilities and provide state of the art animal care services to the Hinsdale Community including, General veterinary services, specialized surgeries, physical therapy, training, adoption, grooming, and luxury boarding.

We are requesting a Special Use for the proposed site at 724 N. York Avenue to allow for the Animal Hospital and Commercial Kennel use. We are also requesting variation from the B-1 Zoning regulations for 1. Building Set Back, 2. Building Height, 3. Floor area ratio, 4. Parking set back, and 5. Landscape buffer requirement. These variations are being requested to allow our proposed building to be built at the current existing building setbacks which relate to the adjacent buildings. Height and F.A.R. variation are being requested to relate zoning site restrictions in the surrounding O-2 district. Parking setback variations are being requested to accommodate required off street parking requirements with the odd shape property boundary.

The proposed animal hospital will be constructed of brick, and stone. Punched window openings will be accented with stone elements. Brick detailing will include traditional detailing such as soldier and row lock coursing. A tower feature at the entry will provide for architectural interest of the North York Road facing elevation. The first floor plan will have a generous lobby with 10 exam rooms. Operational areas will include a small treatment area, a pharmacy, animal care areas and boarding for 75 dogs. The second floor will include a large treatment area complete with 2 surgical suites, ICU area, dental treatment area, isolation rooms, animal wards, staff support areas, grooming, a large training/play room, and a luxury boarding room. The proposed hours will be Monday – Friday 7 am to 8 pm, Saturday 7 am to 3 pm, and Sunday 9 am to 1 pm. The facility will include an

outdoor play area as well that will be fenced in with an 8'-0". Dogs in this area will be supervised at all times.

Please note the following items that have changes since our November 1st presentation/discussion.

1. Existing two story building is proposed to be redeveloped with new building in lieu of renovating existing.
2. Building footprint area has been reduced from 6,500 s.f. to 6,045 s.f.
3. Exercise area was changed to extend to property line in lieu of being held back behind the 10' setback.
4. 6 parking spaces and a load space were added to make the parking count compliant with the zoning code.
5. A monument sign was added that is located 5 feet off of the property line.
6. Variation request list was updated.
7. Elevations and Floor plans have been developed and are being submitted.
(Note: applicant met with Trustee Neale Byrnes to review exterior elevation development. Trustee Byrnes requested that some detail be added to the North elevation. The architect has added a stone arch element, detail at the windows and a sun shade feature.)

Thank you for consideration of the above request.

Sincerely, Dr. Anthony Kremer DrTony.com

APPLICATION FOR DEVELOPMENT APPROVAL AND ZONING RELIEF;

LAND USE VARIATION, AND ZONING VARIATION

To: Chan Yu
Village Planner
Department of Community Development
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Dr. Tony Kremer submits this Application and its supporting documents to petition the Corporate Authorities for approval of certain zoning relief in order to construct a 12,000 sq.ft. new building with a Preliminary Plan, Site Plan, and Building Elevations (attached hereto) on the below described property. Based on the regulations set forth in the Hinsdale Zoning Code, the requested zoning relief will have to be considered by the Plan Commission and the Village Board as noted below.

Applicant: Tony Kremer, DVM
Hinsdale Animal Hospital
724 North York Road
Hinsdale, IL

I. **Subject Property Address:** 724 North York Road

Legal Description: PARCEL 1: LOT 1 IN CHARLES SHULZE RESUBDIVISION OF PARTS OF LOT 7 AND 8 IN BLOCK 3 OF THE PLAT OF FULLERSBURGH, IN SECTION 1, TOWNSHIP 38 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1956 AS DOCUMENT 811735, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: LOT 2 IN BROCKMAN'S RESUBDIVISION OF LOT 5 IN RUCHTY'S RESUBDIVISION OF LOTS 2 AND 3 IN BLOCK 3 OF THE PLAT OF FULLERSBURGH AND PART OF LOT 1 IN BLOCK 3 IN THE PLAT OF FULLERSBURGH, IN SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT OF BROCKMAN'S RESUBDIVISION RECORDED DECEMBER 18, 1957 AS DOCUMENT 866181, IN DU PAGE COUNTY, ILLINOIS

PARCEL 3: THE NORTHERLY 60 FEET (AS MEASURED ALONG THE EAST LINE AND THE WEST LINES THEREOF) OF THAT PART OF LOTS 7 AND 8 IN BLOCK 3 IN FULLERSBURGH, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON STAKE ON THE SOUTH LINE OF SAID LOT 8, 68.5 FEET EASTERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG A STRAIGHT LINE 229.7 FEET TO AN IRON STAKE ON THE NORTH LINE OF SAID LOT 7, 65.5 FEET EAST OF THE NORTHWEST CORNER

THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 7, 65.5 FEET TO AN IRON STAKE; THENCE SOUTHERLY ALONG A STRAIGHT LINE, 150.9 FEET TO AN IRON STAKE THAT IS 131.50 FEET EAST OF THE WEST LINE OF SAID LOT 8; THENCE SOUTHERLY 79 FEET TO AN IRON STAKE ON THE SOUTH LINE OF SAID LOT 8 THAT IS 137 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 8, 68.5 FEET TO THE PLACE OF BEGINNING; IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1852 AS DOCUMENT 6172, AND RE-RECORDED APRIL 9, 1929 AS DOCUMENT 277264, IN DU PAGE COUNTY, ILLINOIS.

P.I.N.: 0901202017
0901202018
0901202022

Lot Size: 30,144 SQ.FT.

Current Zoning District: B-1

Zoning Relief Requested:

1. Request for Text Amendment to add Animal Hospital and Animal Boarding to B-1
2. Request for Special Use to construct and operate an Animal Hospital and Animal Boarding Facility.
3. Request for Variation of Height Requirements from 30'-0" to 37'-0" for the tower entrance area. See elevations.
4. Request for Variation of front yard setback requirements from 25'-0" to 15'-0". This would match the existing building setback.
5. Request for Variation of F.A.R. from 0.35 to 0.40. Existing building is 14,000 s.f. and over the F.A.R. The new building is only 12,000 s.f.
6. Request for Variation of front yard parking setback requirements from 25'-0" to 15'-0" to allow the building to reach necessary parking space requirements.
7. Request for Variation of the Landscape buffer requirement for parking from 10'-0" to 0'-0" the building to reach necessary parking aisles and space requirements.

Introduction:

Thanks for taking the time to evaluate our proposal and request for moving our Hinsdale Animal Hospital to a new location at 724 N. York Road in Hinsdale. Our existing hospital is located at 218 W Ogden Ave, in Hinsdale and has been located in the community since 1950. Since purchasing the Animal Hospital practice we have enjoyed a steady growth that has led to us outgrowing our existing home. The new facility we are planning on N. York Road will accommodate our current practice and provide room for growth into the future while providing an updated. This move will allow us to update our facilities and provide state of the art animal care services to the Hinsdale Community including, General veterinary services, specialized surgeries, physical therapy, training, adoption, grooming, and luxury boarding.

We are requesting a Special Use for the proposed site at 724 N. York Avenue to allow for the Animal Hospital and Commercial Kennel use. We are also requesting variation from the B-1 Zoning regulations for 1. Building Set Back, 2. Building Height, 3. Floor area ratio, 4. Parking set back, and 5. Landscape buffer requirement. These variations are being requested to allow our proposed building to be built at the current existing building setbacks which relate to the adjacent buildings. Height and F.A.R. variation are being requested to relate zoning site restrictions in the surrounding O-2 district. Parking setback variations are being requested to accommodate required off street parking requirements with the odd shape property boundary.

The proposed animal hospital will be constructed of brick, and stone. Punched window openings will be accented with stone elements. Brick detailing will include traditional detailing such as soldier and row lock coursing. A tower feature at the entry will provide for architectural interest of the North York Road facing elevation. The first floor plan will have a generous lobby with 10 exam rooms. Operational areas will include a small treatment area, a pharmacy, animal care areas and boarding for 75 dogs. The second floor will include a large treatment area complete with 2 surgical suites, ICU area, dental treatment area, isolation rooms, animal wards, staff support areas, grooming, a large training/play room, and a luxury boarding room. The proposed hours will be Monday – Friday 7 am to 8 pm, Saturday 7 am to 3 pm, and Sunday 9 am to 1 pm. The facility will include an outdoor play area as well that will be fenced in with an 8'-0". Dogs in this area will be supervised at all times.

Thank you for consideration of the above request.

Sincerely, Dr. Anthony Kremer DrTony.com

I. Text Amendment

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

The code establishes specific uses within zoning districts as special uses that require approval to be developed. The requested animal hospital and commercial kennel use is a professional office service use that is compatible with permitted uses in the B-1 district and the surrounding O-2 district and therefore should be considered as a special use base on its suitability to the set parameters of the locality.

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

The existing zoning classification is B-1 and is surrounded by O-2. Current uses on the property include a commercial dry cleaner, beauty salon, and residential. Surrounding O-2 businesses are offices uses.

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

The trend of development in the surrounding O-2 district appears to be retail/restaurant/automotive along Ogden and office/medical office south of Ogden. The proposed animal hospital/commercial kennel use at 724 N York Road does not have a

negative impact on these trends. The proposed improvements to the building as proposed will increase the tax revenue and provide a needed update to an existing building on N.York Ave offering a new architectural statement building that is accessible and code compliant.

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

The value of the site is diminished by the existing zoning because the B-1 district does not identify animal hospital and commercial kennel as a special use. If these uses are permitted as a special use in the B-1 district the current contract purchaser can redeveloped the property as proposed.

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

The Diminution in value is not offset by an increase in the public health, safety, and welfare. Hinsdale Animal Hospital has operated on Ogden Avenue in Hinsdale since 1950. It has a long history of providing a high quality of animal care to the residents of Hinsdale with public convenience that contributes to the general welfare of the neighborhood and community.

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

The use and enjoyment of adjacent properties would not be affected by the proposed amendment to allow the animal hospital / commercial kennel use as proposed.

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

The adjacent properties value would not be affected negatively by the proposed amendment. It will allow the site to be redeveloped and will provide the replacement of and aging building with a new updated code compliant building.

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

The proposed Animal Hospital, Commercial Kennel use will not interfere with surrounding development. The perimeter of the building is being proposed within the foot print of the existing building that will be removed. The proposed architecture and 2 story building height relates to the surrounding buildings.

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

The site is suitable for uses permitted under its present zoning classification.

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

A traffic study was prepared for the proposed development that reviewed ingress and egress on York Road and concluded that the proposed ingress/egress was adequate based on projected traffic counts.

11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification. 12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

Initial investigation has indicated that there are adequate utilities available to accommodate the proposed uses. Available site utilities have been assumed to be adequate to service the proposed building. If this is not the case applicant will provide adequately for such services.

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

The property is not currently vacant.

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

The proposed amendment for the proposed uses will provide a relocation site for a long standing business in the Village of Hinsdale to relocate off of prominent real estate on Ogden Avenue. Hinsdale Animal Hospital has operated in and served residents of Hinsdale since 1950 and has been looking to relocate into a new building in the area for several years. This relocation will allow Hinsdale Animal Hospital to offer the best animal care in the area with new state of the art facilities.

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

NA

II. SPECIAL USE PERMIT CRITERIA

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

The proposed Animal Hospital, Commercial Kennel use, is a professional office service business that is harmonious with the B-1 Community Business District and the surrounding O-2 Limited office district. It provides essential needs to pet owners within the village of Hinsdale and offers the convenience of these services in close proximity to permitted B-1 and O-2 uses.

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

The proposed Animal Hospital, Commercial Kennel use will not have a substantial or undue adverse effect upon adjacent property. The character of the area will be enhanced with a new building built of masonry and stone based on current codes. Animal boarding services will be operated from with-in the building which will include sound proofing measures that maintain sound control within village code standards. An indoor play room will be provided to exercise boarded animals inside. Outdoor pet are will always have supervision when in use. Services provided with in the facility will enhance pet care in the Village of Hinsdale with state of the art facilities and care. The facility will also be an adoption center to aid the local humane society in find homes for pet population.

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

The proposed Animal Hospital, Commercial Kennel use will not interfere with surrounding development. The perimeter of the building is being proposed within the foot print of the existing building that will be removed. The proposed architecture and 2 story building height relates to the surrounding buildings.

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

A traffic study was conducted that concluded existing road way access was suitable for the intended use and traffic. Available site utilities have been assumed to be adequate to service the proposed building. If this is not the case applicant will provide adequately for such services. The proposed building does not increase the need for police and fire protection.

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

A traffic report has been provided based on the proposed use to illustrate that traffic projections are within 1% of the existing use.

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

The proposed new building will offer a big improvement to the character on York Avenue with a new masonry and stone building. The existing building and site development does not include anything of significant importance.

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

The proposed use and development is requesting variations from other standards of this code as described in the project overview. Other than those mentioned variations this project will comply with all additional standards imposed on it by the particular provision of this code authorizing Animal Hospital and Commercial Kennel.

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

Any special standards that exist or that are conditions of this approved special use will become strict procedures of our operational protocol or will be implemented into the design of the project.

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

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

Hinsdale Animal Hospital has operated on Ogden Avenue in Hinsdale since 1950. It has a long history of providing a high quality of animal care to the residents of Hinsdale with public convenience that contributes to the general welfare of the neighborhood and community. The hospital has been in search of a site to update their facility for several years and feels that the N York Avenue site is a good fit located in a B-1 zoning district and surrounded by an O-2 zoning district

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

The Hinsdale Animal Hospital has been in search of an appropriate site for their relocation for several years. The North York Road site offers an appropriate site for the village and the user.

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

The following represents measures taken to minimize the possible adverse effect of the proposed use:

- The Hinsdale Animal Hospital will be designed with sound proofing measures within the boarding areas to provide sound absorption within the building envelope.
- The boarding areas will be constructed of full masonry construction consisting of 8" concrete block, building insulation, and veneer brick and stone. This offers optimum sound control to the exterior of the building.
- The floor plan will include an indoor exercise area.
- The outdoor play area will always be supervised when in use.

III. VARIATION STANDARDS

1. A height variation is being requested to allow the entrance tower architectural feature to exceed the maximum 30'-0" and allow a height of 37'-0" for this element only as depicted in the proposed elevations.

Unique Physical Condition:

The site is a standalone B-1 surrounded by an O-2 district. It was previously rezoned to allow for a particular desired use that was not permitted in the O-2 district. The surrounding O-2 District has a maximum height of 40' permitted by the zoning code. It is reasonable that the proposed site be held to a similar guideline to that of the adjacent property.

Not Self-Created:

The site was rezoned by the previous property owner and was not self-created by the petitioner.

Denied Substantial Rights:

The carrying out of the strict letter of the provision from which the variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by the owners of other adjacent lots that remain zoned as O-2 which allows for heights up to 40 feet.

Not Merely Special Privilege:

The variation in height is not a request for special privilege but a consideration to allow the petitioner to enjoy the rights that are afforded to the adjacent properties in the O-2 district with a maximum height standard of 40'.

Code and Plan Purposes:

The variation would not result in a development that would not be in harmony with the purpose of this code or the intent of the official comprehensive plan because the variation requested is already afforded to adjacent properties in the O-2 district.

Essential Character of the Area:

The variation would not be materially detrimental, and would not increase congestion on public streets, would not increase danger of flood, would not impact public utilities, and would not endanger the public health or safety.

No other Remedy

The variation allows a character element to the architecture with a tower like form defining the entrance. Without this variation the building would have to carry the same parapet height around the perimeter of the building which would negatively impact the architectural interest.

2. A front yard setback variation is being requested to reduce the required front setback from 25' to 15'-0". The existing building is currently located within the setback 15.38' from the front property line.

Unique Physical Condition

The front yard setback variation that is being requested will match the existing building setback to be redeveloped. The applicant is requesting that the variation be granted to allow parking to be maximized to the rear of the property that is difficult due to a very odd shaped property configuration. This unique shape makes it difficult to obtain the required parking for the proposed development and use.

Not Self-Created

The building location would be following previously defined building line along North York Road. The odd shaped lot that makes efficient parking difficult is not the result of any action by the petitioner.

Denied Substantial Rights

The carrying out of the strict letter of the provision from which the variation is sought would deprive the owner of the subject property rights that were previously afforded to the site development with the existing building on the site as well as the established setback of adjacent properties.

Not Merely Special Privilege

The variation in setback is not a request for special privilege but a request for consideration to allow the petitioner to enjoy the rights that are currently afforded to the subject property and adjacent property.

Code and Plan Purposes

The variation would not result in a development that would not be in harmony with the purpose of this code or the intent of the official comprehensive plan because the variation requested is already afforded to the existing building and to adjacent properties.

Essential Character of the Area

The variation would not be materially detrimental, and would not increase congestion on public streets, would not increase danger of flood, would not impact public utilities, and would not endanger the public health of safety.

No other Remedy

The variation allows the site development to meet the off street parking requirement. Due to the shape of the lot without this variation it would not be possible to meet the parking requirement.

3. The applicant is requesting that the maximum F.A.R. be increased from .35 to .40. This increase would be under the Max. F.A.R. of .50 in the surrounding O-2 District which surrounds the site on all sides.

Unique Physical Condition

The site is a standalone B-1 surrounded by an O-2 district. It was previously rezoned to allow for a particular desired use that was not permitted in the O-2 district. The surrounding O-2 District has a F.A.R. of .50 permitted by the zoning code. It is reasonable that the proposed site be held to a similar guideline to that of the adjacent property.

Not Self-Created

The site was rezoned by the previous property owner and was not self-created by the petitioner.

Denied Substantial Rights

The carrying out of the strict letter of the provision from which the variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by the owners of other adjacent lots that remain zoned as O-2 which allows for a maximum F.A.R. of .50.

Not Merely Special Privilege

The variation in F.A.R. is not a request for special privilege but a consideration to allow the petitioner to enjoy the rights that are afforded to the adjacent properties in the O-2 district with a maximum F.A.R of .50.

Code and Plan Purposes

The variation would not result in a development that would not be in harmony with the purpose of this code or the intent of the official comprehensive plan because the variation requested is already afforded to adjacent properties in the O-2 district.

Essential Character of the Area

The variation would not be materially detrimental, and would not increase congestion on public streets, would not increase danger of flood, would not impact public utilities, and would not endanger the public health of safety.

No other Remedy

Without this variation the petitioner would have to reduce the building size by 25%.

4. The applicant is requesting that the parking lot setback in the front yard be reduced from 25' to 15' to match building setback variation.

Unique Physical Condition

The front yard setback variation that is being requested will match the existing building setback to be redeveloped. The applicant is requesting that the variation be granted to allow parking to be maximized which is difficult due to a very odd shaped property configuration. This unique shape makes it difficult to obtain the required parking for the proposed development and use.

Not Self-Created

The parking location would be following previously defined building line along North York Road. The odd shaped lot that makes efficient parking difficult is not the result of any action by the petitioner.

Denied Substantial Rights

The carrying out of the strict letter of the provision from which the variation is sought would deprive the owner of the subject property rights that were previously afforded to the site development with the existing building on the site as well as the established setback of adjacent properties.

Not Merely Special Privilege

The variation in setback is not a request for special privilege but a request for consideration to allow the petitioner to enjoy the rights that are currently afforded to the subject property and adjacent property.

Code and Plan Purposes

The variation would not result in a development that would not be in harmony with the purpose of this code or the intent of the official comprehensive plan because the variation requested is already afforded to the existing building and to adjacent properties.

Essential Character of the Area

The variation would not be materially detrimental, and would not increase congestion on public streets, would not increase danger of flood, would not impact public utilities, and would not endanger the public health of safety.

No other Remedy

The variation allows the site development to meet the off street parking requirement. Due to the shape of the lot without this variation it would not be possible to meet the parking requirement.

5. The applicant is requesting that the required 10' landscape buffer be removed to accommodate the odd shape lot and allow for a double loaded parking isle to run to the back of the property.

Unique Physical Condition

The applicant is requesting that the Landscape buffer variation be granted to allow parking to be maximized which is difficult due to a very odd shaped property configuration. This unique shape makes it difficult to obtain the required parking for the proposed development and use.

Not Self-Created

The odd shaped lot that makes efficient parking difficult is not the result of any action by the petitioner.

Denied Substantial Rights

The carrying out of the strict letter of the provision from which the variation is sought would deprive the petitioner of the ability to provide adequate parking.

Not Merely Special Privilege

The variation in Landscape buffer is not a request for special privilege but a request for consideration due to the odd shaped lot.

Code and Plan Purposes

The variation would not result in a development that would not be in harmony with the purpose of this code or the intent of the official comprehensive plan because the variation requested is already afforded to the existing building and to adjacent properties.

Essential Character of the Area

The variation would not be materially detrimental, and would not increase congestion on public streets, would not increase danger of flood, would not impact public utilities, and would not endanger the public health of safety.

No other Remedy

The variation allows the site development to meet the off street parking requirement. Due to the shape of the lot without this variation it would not be possible to meet the parking requirement.

IV. EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

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

Site landscaping will be improved to meet code requirements.

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

The building will be constructed of high quality materials including Masonry, Stone, and Glass. Stone detailing will include stone arches. Facade will include decorative lighting.

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

The building is designed is influenced by traditional architecture with brick and stone detailing consistent with the overlay district. The entrance is accented with a tower element that adds architectural character.

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

The site development will be maximized in order to meet parking requirements. Existing street parking will be removed and replaced with parkway material per the zoning code. Additional landscape improvements will enhance the front yard.

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

The proposed 2 story building will replace an existing 2 story building. The proposed height will be 30' except at the entrance feature where the height is proposed at 37' high. The surrounding O-2 District allows for buildings up to 3 stories and 40' tall.

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

The 2 story front facade of the proposed building is visually compatible with its surroundings.

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

Window width and height are compatible with buildings in the area.

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

The building has a rhythm of punched openings in brick which is consistent with surrounding buildings and consistent with the desired overlay district style guidelines.

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

The building is proposed in the same location as the existing building and will not alter the existing building spacing significantly.

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

The entrance is pronounced with a higher architectural element that is oriented toward the entrance drive. This creates a desirable rhythm along the public way, providing open space adjacent to the entrance feature.

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

The building materials are predominantly brick and stone that include brick details such as soldier coursing, rowlock coursing, and various stone accents including stone arches. These materials create a texture that is visually compatible with buildings in the vicinity and in Hinsdale Mill overlay district.

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

The building is being proposed with a flat roof. There are buildings in the vicinity that have flat roofs.

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

N.A.

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

See submitted elevations.

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

The front elevation relates to N. York Road.

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

N.A.

By: _____
Anthony Kremer, DVM

Date: _____, 2016.









**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Anthony Kremer
Address: 14411 IL-59
City/Zip: Plainfield 60544
Phone/Fax: (815) 436 / 8387
E-Mail: doctony@icloud.com

Owner

Name: Dorothea Lorenzetti, Kimberly & Robert Brockman - Trust
Address: 724 N. York Road
City/Zip: Hinsdale
Phone/Fax: () /
E-Mail:

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

Name: Michael Matthys
Title: Vice President of Linden Group
Address: 10100 Orland Parkway
City/Zip: Orland Park
Phone/Fax: (708) 799 / 4400
E-Mail: mmatthys@lindengroupinc.com

Name: Jason Sanderson
Title: President of RWE Management
Address: 16W361 S Frontage Rd
City/Zip: Burr Ridge 60527
Phone/Fax: (630) 734 / 0883
E-Mail: jason@rwemangement.com

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

- 1) _____
- 2) _____
- 3) _____

II. SITE INFORMATION

Address of subject property: 724 N. York Road

Property identification number (P.I.N. or tax number): 09 - 01 - 202 - 017

Brief description of proposed project: Approximately 12,000 s.f. 2-story Animal Hospital and Animal Boarding Facility

General description or characteristics of the site: Existing mixed use building with residential on the second floor and retail

on first floor. Approximate area is 13,000s.f. Building sits within the front yard set back approximately 15' from the front property line. There is

currently street parking located in front of the building in the parkway. The site has 2 access points onto N. York Road

Existing zoning and land use: B-1

Surrounding zoning and existing land uses:

North: O-2

South: O-2

East: O-2

West: O-2

Proposed zoning and land use: B-1

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

☒ Site Plan Approval 11-604

☒ Design Review Permit 11-605E

☒ Exterior Appearance 11-606E

☒ Special Use Permit 11-602E

Special Use Requested: Animal Hospital
Animal Boarding / Commercial Kennel

☒ Map and Text Amendments 11-601E

Amendment Requested: Special use for
Animal Hospital and Commercial Kennel

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 724 North York Ave

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

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	30,144 s.f.	30,144 s.f.
Minimum Lot Depth		
Minimum Lot Width		
Building Height	30' Max	30'/37' (Tower)
Number of Stories	2	2
Front Yard Setback	25'	15'
Corner Side Yard Setback	N/A	N/A
Interior Side Yard Setback	10'	10'
Rear Yard Setback	20'	20'
Maximum Floor Area Ratio (F.A.R.)*	0.35	0.4 (0.46 Existing)
Maximum Total Building Coverage*	N/A	N/A
Maximum Total Lot Coverage*	90%	80% (+/-24,000 s.f.)
Parking Requirements	44 spaces required	45 spaces provided
Parking front yard setback	25'	20'
Parking corner side yard setback	N/A	N/A
Parking interior side yard setback	10'	0'
Parking rear yard setback	20'	0'
Loading Requirements	1 space	1 space
Accessory Structure Information		

* Must provide actual square footage number and percentage.

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

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

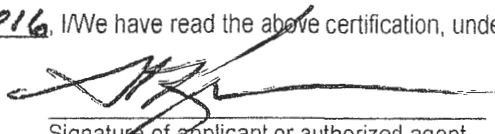
On the 30 day of November, 2016, I/We have read the above certification, understand it, and agree to abide by its conditions.



Signature of applicant or authorized agent

MICHAEL MATTHYS

Name of applicant or authorized agent

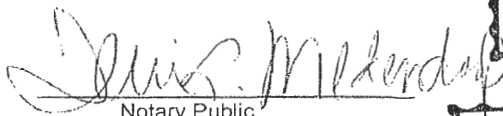


Signature of applicant or authorized agent

A.T. KREMER

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 30 day of Nov



Notary Public

4



VILLAGE OF HINSDALE

CERTIFICATION OF PROPER NOTICE

REGARDING APPLICATION FOR PUBLIC HEARINGS AND MEETINGS

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

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

By: _____

Name: _____

Address: _____

Subscribed and sworn to before me

This _____ day of _____, _____.

By: _____

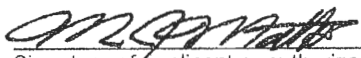
Notary Public

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

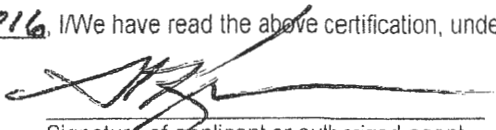
On the 30 day of November, 2016, I/We have read the above certification, understand it, and agree to abide by its conditions.



Signature of applicant or authorized agent

MICHAEL MATTHYS

Name of applicant or authorized agent



Signature of applicant or authorized agent

A.T. KREMER

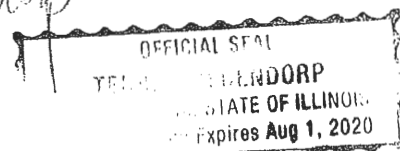
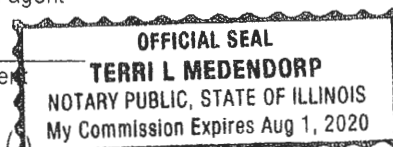
Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 30 day of Nov, 2016.



Notary Public

4





**VILLAGE
OF HINSDALE** FOUNDED IN 1858

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

Must be accompanied by completed Plan Commission Application

Is this a: **Map Amendment** ☐ **Text Amendment** ☒

Address of the subject property 14411 IL-59

Description of the proposed request: Text amendment to B-1 to allow Animal Hospital and Commercial Kennel as a permitted Special Use.

REVIEW CRITERIA

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

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

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

The code establishes specific uses within zoning districts as special uses that require approval to be developed. The requested animal hospital and commercial kennel use is a professional office service use that is compatible with permitted uses in the B-1 district and the surrounding O-2 district and therefore should be considered as a special use based on its suitability to the set.

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

The existing zoning classification is B-1 and is surrounded by O-2. Current uses on the property include a commercial dry cleaner, beauty salon, and residential. Surrounding O-2 businesses are office uses.

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

The trend of development in the surrounding O-2 district appears to be retail/restaurant/automotive along Ogden and office/medical office south of Ogden. The proposed animal hospital/commercial kennel use at 724 N York Road does not have a negative impact on these trends. The proposed improvements to the building as proposed will increase the tax revenue and provide a needed

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

The value of the site is diminished by the existing zoning because the B-1 district does not identify animal hospital and commercial kennel as a special use. If these uses are permitted as a special use in the B-1 district the current contract purchaser can redeveloped the property as proposed.

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

The Diminution in value is not offset by an increase in the public health, safety, and welfare. Hinsdale Animal Hospital has operated on Ogden Avenue in Hinsdale since 1950. It has a long history of providing a high quality of animal care to the residents of Hinsdale with public

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

The use and enjoyment of adjacent properties would not be affected by the proposed amendment to allow the animal hospital / commercial kennel use as proposed.

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

The adjacent properties value would not be affected negatively by the proposed amendment. It will allow the site to be redeveloped and will provide the replacement of and aging building with a new

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

The proposed Animal Hospital, Commercial Kennel use will not interfere with surrounding development. The perimeter of the building is being proposed within the foot print of the existing building that will be removed. The proposed architecture and 2 story building height relates to the

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

The site is suitable for uses permitted under its present zoning classification.

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

A traffic study was prepared for the proposed development that reviewed ingress and egress on York Road and concluded that the proposed ingress/egress was adequate base on projected traffic counts.

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

Initial investigation has indicated that there are adequate utilities available to accomodate the proposed uses. Available site utilities have been assumed to be adequate to service the proposed building. If this is not the case applicant will provide adequately for such services.

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

The property is not currently vacant.

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

The proposed amendment for the proposed uses will provide a relocation site for a long standing business in the Village of Hinsdale to relocate off of prominent real estate on Ogden Avenue. Hinsdale Aniaml Hospital has operated in and served residents of Hinsdale since 1950 and has been

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

NA

I. Text Amendment

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

The code establishes specific uses within zoning districts as special uses that require approval to be developed. The requested animal hospital and commercial kennel use is a professional office service use that is compatible with permitted uses in the B-1 district and the surrounding O-2 district and therefore should be considered as a special use base on its suitability to the set parameters of the locality.

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

The existing zoning classification is B-1 and is surrounded by O-2. Current uses on the property include a commercial dry cleaner, beauty salon, and residential. Surrounding O-2 businesses are offices uses.

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

The trend of development in the surrounding O-2 district appears to be retail/restaurant/automotive along Ogden and office/medical office south of Ogden. The proposed animal hospital/commercial kennel use at 724 N York Road does not have a negative impact on these trends. The proposed improvements to the building as proposed will increase the tax revenue and provide a needed update to an existing building on N.York Ave offering a new architectural statement building that is accessible and code compliant.

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

The value of the site is diminished by the existing zoning because the B-1 district does not identify animal hospital and commercial kennel as a special use. If these uses are permitted as a special use in the B-1 district the current contract purchaser can redeveloped the property as proposed.

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

The Diminution in value is not offset by an increase in the public health, safety, and welfare. Hinsdale Animal Hospital has operated on Ogden Avenue in Hinsdale since 1950. It has a long history of providing a high quality of animal care to the residents of Hinsdale with public convenience that contributes to the general welfare of the neighborhood and community.

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

The use and enjoyment of adjacent properties would not be affected by the proposed amendment to allow the animal hospital / commercial kennel use as proposed.

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

The adjacent properties value would not be affected negatively by the proposed amendment. It will allow the site to be redeveloped and will provide the replacement of and aging building with a new updated code compliant building.

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

The proposed Animal Hospital, Commercial Kennel use will not interfere with surrounding development. The perimeter of the building is being proposed within the foot print of the existing building that will be removed. The proposed architecture and 2 story building height relates to the surrounding buildings.

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

The site is suitable for uses permitted under its present zoning classification.

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

A traffic study was prepared for the proposed development that reviewed ingress and egress on York Road and concluded that the proposed ingress/egress was adequate based on projected traffic counts.

11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification. 12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

Initial investigation has indicated that there are adequate utilities available to accommodate the proposed uses. Available site utilities have been assumed to be adequate to service the proposed building. If this is not the case applicant will provide adequately for such services.

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

The property is not currently vacant.

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

The proposed amendment for the proposed uses will provide a relocation site for a long standing business in the Village of Hinsdale to relocate off of prominent real estate on Ogden Avenue. Hinsdale Animal Hospital has operated in and served residents of Hinsdale since 1950 and has been looking to relocate into a new building in the area for several years. This relocation will allow Hinsdale Animal Hospital to offer the best animal care in the area with new state of the art facilities.

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

NA



**VILLAGE
OF HINSDALE** FOUNDED IN 1872

**COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT CRITERIA**

Must be accompanied by completed Plan Commission Application

Address of proposed request: 724 N York Road - Hinsdale, IL

Proposed Special Use request: Veterinary Office, Animal Boarding Kennel

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

REVIEW CRITERIA

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

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

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

The proposed Animal Hospital, Commercial Kennel use, is a professional office service business that is harmonious with the B-1 Community Business District and the surrounding O-2 Limited office district. It provides essential needs to pet owners within the village of Hinsdale and offers the convenience of these services in close proximity to permitted B-1 and O-2 uses.

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

The proposed Animal Hospital, Commercial Kennel use will not have a substantial or undue adverse effect upon adjacent property. The character of the area will be enhanced with a new building built of masonry and stone based on current codes. Animal boarding services will be operated from within the building which will include sound proofing measures that maintain sound control within village code standards. An indoor play room will be provide to exersize boarded

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

The proposed Animal Hospital, Commercial Kennel use will not interfere with surrounding development. The perimeter of the building is being proposed within the foot print of the existing building that will be removed. The proposed architecture and 2 story building height relates to the surrounding buildings.

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

A traffic study was conducted that concluded existing road way access was suitable for the intended use and traffic. Available site utilities have been assumed to be adequate to service the proposed building. If this is not the case applicant will provide adequately for such services. The proposed building does not increase the need for police and fire protection. +

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

A traffic report has been provided based on the proposed use to illustrate that traffic projections are within 1% of the existing use.

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

The proposed new building will offer a big improvement to the character on York Avenue with a new masonry and stone building. The existing building and site development does not include anything of significant importance.

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

The proposed use and development is requesting variations from other standards of this code as described in the project overview. Other than those mentioned variations this project will comply with all additional standards imposed on it by the particular provision of this code authorizing Animal Hospital and Commercial Kennel.

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

Any special standards that exist or that are conditions of this approved special use will become strict procedures of our operational protocol or will be implement into the design of the project.

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

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

Hinsdale Animal Hospital has operated on Ogden Avenue in Hinsdale since 1950. It has a long history of providing a high quality of animal care to the residents of Hinsdale with public convenience that contributes to the general welfare of the neighborhood and community. The hospital has been in search of a site to update their facility for several years and feels that the N York Avenue site is a good fit located in a B-1 zoning district and surrounded by an O-2 zoning district

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

The Hinsdale Animal Hospital has been in search of an appropriate site for their relocation for several years. The North York Road site offers an appropriate site for the village and the user.

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

The following represents measures taken to minimize the possible adverse effect of the proposed use:

- The Hinsdale Animal Hospital will be designed with sound proofing measures within the boarding areas to provide sound absorption within the building envelope.
- The boarding areas will be constructed of full masonry construction consisting of 8" concrete block, building insulation, and veneer brick and stone. This offers optimum sound control to the exterior of the building.
- The floor plan will include an indoor exercise area.
- The outdoor play area will always be supervised when in use.

I. SPECIAL USE PERMIT CRITERIA

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

The proposed Animal Hospital, Commercial Kennel use, is a professional office service business that is harmonious with the B-1 Community Business District and the surrounding O-2 Limited office district. It provides essential needs to pet owners within the village of Hinsdale and offers the convenience of these services in close proximity to permitted B-1 and O-2 uses.

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

The proposed Animal Hospital, Commercial Kennel use will not have a substantial or undue adverse effect upon adjacent property. The character of the area will be enhanced with a new building built of masonry and stone based on current codes. Animal boarding services will be operated from within the building which will include sound proofing measures that maintain sound control within village code standards. An indoor play room will be provided to exercise boarded animals inside. Outdoor pet are will always have supervision when in use. Services provided within the facility will enhance pet care in the Village of Hinsdale with state of the art facilities and care. The facility will also be an adoption center to aid the local humane society in find homes for pet population.

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

The proposed Animal Hospital, Commercial Kennel use will not interfere with surrounding development. The perimeter of the building is being proposed within the foot print of the existing building that will be removed. The proposed architecture and 2 story building height relates to the surrounding buildings.

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

A traffic study was conducted that concluded existing road way access was suitable for the intended use and traffic. Available site utilities have been assumed to be adequate to service the proposed building. If this is not the case applicant will provide adequately for such services. The proposed building does not increase the need for police and fire protection.

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

A traffic report has been provided based on the proposed use to illustrate that traffic projections are within 1% of the existing use.

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

The proposed new building will offer a big improvement to the character on York Avenue with a new masonry and stone building. The existing building and site development does not include anything of significant importance.

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

The proposed use and development is requesting variations from other standards of this code as described in the project overview. Other than those mentioned variations this project will comply with all additional standards imposed on it by the particular provision of this code authorizing Animal Hospital and Commercial Kennel.

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

Any special standards that exist or that are conditions of this approved special use will become strict procedures of our operational protocol or will be implemented into the design of the project.

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

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

Hinsdale Animal Hospital has operated on Ogden Avenue in Hinsdale since 1950. It has a long history of providing a high quality of animal care to the residents of Hinsdale with public convenience that contributes to the general welfare of the neighborhood and community. The hospital has been in search of a site to update their facility for several years and feels that the N York Avenue site is a good fit located in a B-1 zoning district and surrounded by an O-2 zoning district

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

The Hinsdale Animal Hospital has been in search of an appropriate site for their relocation for several years. The North York Road site offers an appropriate site for the village and the user.

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

The following represents measures taken to minimize the possible adverse effect of the proposed use:

- The Hinsdale Animal Hospital will be designed with sound proofing measures within the boarding areas to provide sound absorption within the building envelope.**
- The boarding areas will be constructed of full masonry construction consisting of 8" concrete block, building insulation, and veneer brick and stone. This offers optimum sound control to the exterior of the building.**
- The floor plan will include an indoor exercise area.**
- The outdoor play area will always be supervised when in use.**



COMMUNITY DEVELOPMENT
DEPARTMENT
EXTERIOR APPEARANCE AND
SITE PLAN REVIEW CRITERIA

Address of proposed request: 14411 IL-59

REVIEW CRITERIA

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

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

FEES for Exterior Appearance/Site Plan Review:

Standard Application: \$600.00

Within 250 feet of a Single-Family Residential District: \$800

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

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

The code establishes specific uses within zoning districts as special uses that require approval to be developed. The requested animal hospital and commercial kennel use is a professional office service use that is compatible with permitted uses in the B-1. +

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

The existing zoning classification is B-1 and is surrounded by O-2. Current uses on the property include a commercial dry cleaner, beauty salon, and residential. +

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

The trend of development in the surrounding O-2 district appears to be retail/restaurant/automotive along Ogden and office/medical office south of Ogden. The proposed animal hospital/commercial kennel use at 724 N York Road does not have a negative impact on these trends. The proposed improvements to the building +

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

The value of the site is diminished by the existing zoning because the B-1 district does not identify animal hospital and commercial kennel as a special use. If these uses are permitted as a special use in the B-1 district the current contract purchaser can redeveloped the

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

The Diminution in value is not offset by an increase in the public health, safety, and welfare. Hinsdale Animal Hospital has operated on Ogden Avenue in Hinsdale since 1950. It has a long history of providing a high quality of animal care to the residents of Hinsdale with

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

The use and enjoyment of adjacent properties would not be affected by the proposed amendment to allow the animal hospital / commercial kennel use as proposed.

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

The adjacent properties value would not be affected negatively by the proposed amendment. It will allow the site to be redeveloped and will provide the replacement of and aging building with a new updated code compliant building

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

The proposed Animal Hospital, Commercial Kennel use will not interfere with surrounding development. The perimeter of the building is being proposed within the foot print of the

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

The site is suitable for uses permitted under its present zoning classification.

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

A traffic study was prepared for the proposed development that reviewed ingress and egress on York Road and concluded that the proposed ingress/egress was adequate base on

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

Initial investigation has indicated that there are adequate utilities available to accommodate the proposed uses. Available site utilities have been assumed to be adequate to service the proposed building. If this is not the case applicant will provide adequately for such services.

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

The property is not currently vacant.

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

The proposed amendment for the proposed uses will provide a relocation site for a long standing business in the Village of Hinsdale to relocate off of prominent real estate on Ogden Avenue. Hinsdale Aniaml Hospital has operated in and served residents of Hinsdale since

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

NA

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

The front elevation relates to N. York Road.

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

N.A.

REVIEW CRITERIA – Site Plan Review

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

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

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

Special use and variations are being requested for Animal Hospital, Commercial Kennel, parking set back, front yard building set back, building height, and F.A.R.

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

N.A.

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

N.A.

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

N.A.

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

A traffic study has been completed and concluded that the proposed use does not pose a significant change to traffic from existing uses

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

Screening will be provided where possible but due to site restraints the applicant is requesting a variance to locate parking up to property line. In these areas screening can not be provided.

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

The proposed structure and landscaping are compatible with nearby structures and uses.

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

The proposed site plan proposes to remove on street parking and replace with parkway and proposes to remove alley north of building and replace with foundation plantings.

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

The site plan will meet all engineering requirements for site drainage.

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

Available site utilities have been assumed to be adequate to service the proposed building. If this is not the case applicant will provide adequately for such services.

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

N.A.

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

There is no reason to argue that the proposed site plan adversely affects the public health, safety, or general welfare. Hinsdale Animal Hospital has operated on Ogden Avenue in Hinsdale since 1950. It has a long history of providing a high quality of animal care to the residents of Hinsdale with public convenience that contributes to the general welfare of the neighborhood and community.

III. EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

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

Site landscaping will be improved to meet code requirements.

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

The building will be constructed of high quality materials including Masonry, Stone, and Glass. Stone detailing will include stone arches. Facade will include decorative lighting.

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

The building is designed is influenced by traditional architecture with brick and stone detailing consistent with the overlay district. The entrance is accented with a tower element that adds architectural character.

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

The site development will be maximized in order to meet parking requirements. Existing street parking will be removed and replaced with parkway material per the zoning code. Additional landscape improvements will enhance the front yard.

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

The proposed 2 story building will replace an existing 2 story building. The proposed height will be 30' except at the entrance feature where the height is proposed at 37' high. The surrounding O-2 District allows for buildings up to 3 stories and 40' tall.

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

The 2 story front facade of the proposed building is visually compatible with its surroundings.

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

Window width and height are compatible with buildings in the area.

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

The building has a rhythm of punched openings in brick which is consistent with surrounding buildings and consistent with the desired overlay district style guidelines.

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

The building is proposed in the same location as the existing building and will not alter the existing building spacing significantly.

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

The entrance is pronounced with a higher architectural element that is oriented toward the entrance drive. This creates a desirable rhythm along the public way, providing open space adjacent to the entrance feature.

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

The building materials are predominantly brick and stone that include brick details such as soldier coursing, rowlock coursing, and various stone accents including stone arches. These materials create a texture that is visually compatible with buildings in the vicinity and in Hinsdale Mill overlay district.

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

The building is being proposed with a flat roof. There are buildings in the vicinity that have flat roofs.

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

N.A.

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

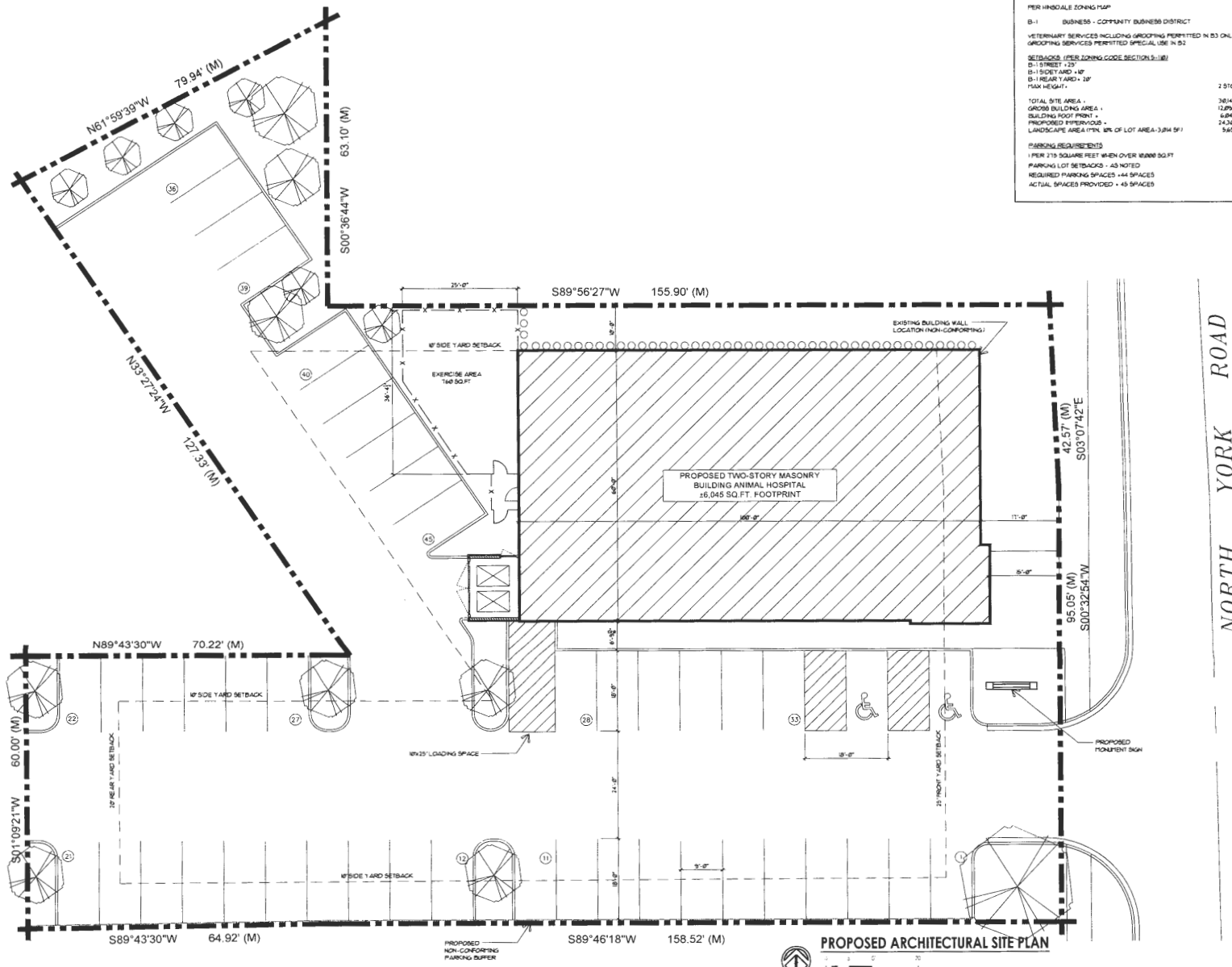
See submitted elevations.

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

The front elevation relates to N. York Road.

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

N.A.



ZONING	
PER HINSDALE ZONING MAP	
B-1 BUSINESS - COMMUNITY BUSINESS DISTRICT	
VETERINARY SERVICES INCLUDING GROOMING PERMITTED IN B3 ONLY	
GROOMING SERVICES PERMITTED SPECIAL USE IN B2	
SETBACKS (PER ZONING CODE SECTION 5.10)	
B-1 STREET 25'	2 STORES - 35'-0"
B-1 FRONT YARD 10'	
B-1 REAR YARD 10'	
FROM HEIGHT	
TOTAL SITE AREA	38,444 S.F. / .89 ACRES
GROSS BUILDING AREA	12,000 S.F.
BUILDING FOOTPRINT	6,045 S.F.
PROPOSED IMPROVEMENTS	24,399 S.F.
LANDSCAPE AREA (MIN. 10% OF LOT AREA - 3,844 S.F.)	5,650 S.F.
PARKING REQUIREMENTS	
1 PER 215 SQUARE FEET WHEN OVER 6,000 SQ. FT.	
PARKING LOT SETBACKS - AS NOTED	
REQUIRED PARKING SPACES - 44 SPACES	
ACTUAL SPACES PROVIDED - 45 SPACES	



ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE

RWE
MANAGEMENT COMPANY
14 W 361 S, Frontage Rd.
Burl Ridge, IL 60527
Phone: (630) 724-0583
Fax: (630) 724-0584
E-Mail: (770) 442-0583

HINSDALE ANIMAL HOSPITAL
724 N. YORK ROAD
HINSDALE, IL.

2015-0101
PROJECT NUMBER

11-30-2016
DATE

ARCHITECTURAL
SITE PLAN

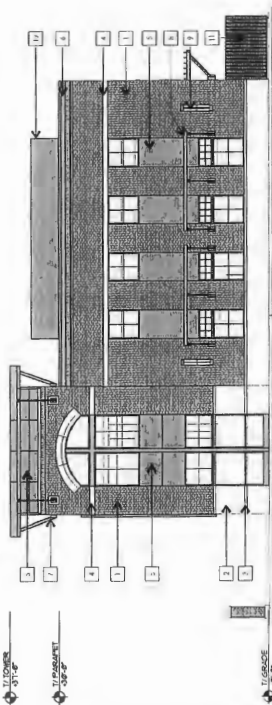
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PRELIMINARY

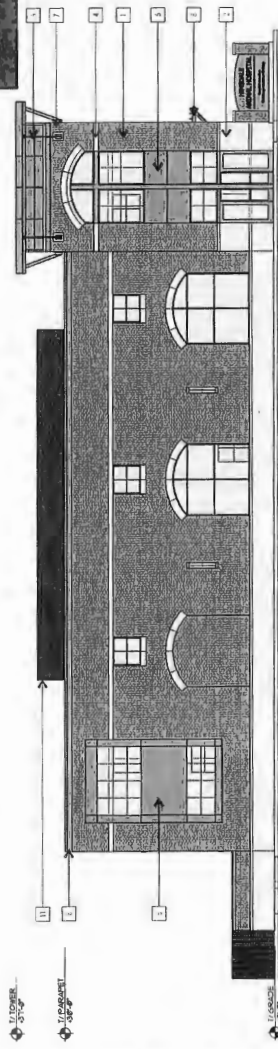


SOUTH-EAST PERSPECTIVE

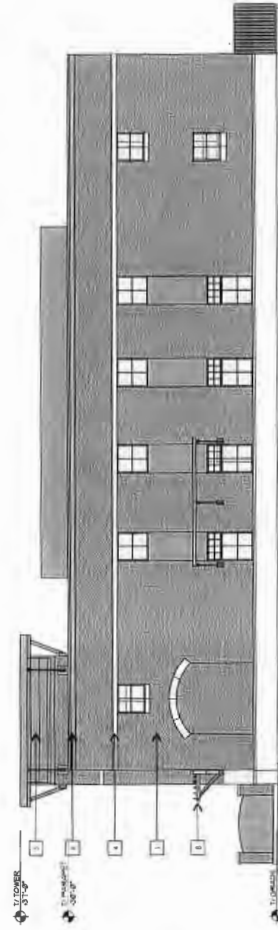
ELEVATION KEY NOTES	
1	BRICK VENEER
2	CAST STONE
3	4" CAST STONE BAND OVER CAP
4	8" CAST STONE BAND
5	CORNER METAL PANELS COLOR TYPHANY GRAY
6	METAL COPING COLOR TYPHANY GRAY
7	METAL MANHOLETS DECORATIVE COLOR TYPHANY GRAY
8	METAL FINISHES COLOR TYPHANY GRAY
9	EXTERIOR LIGHTING FIXTURE
10	SCREENING FOR ROOFTOP EQUIPMENT
11	WOOD FENCE ENCLOSURE FOR DOG PLANT AREA



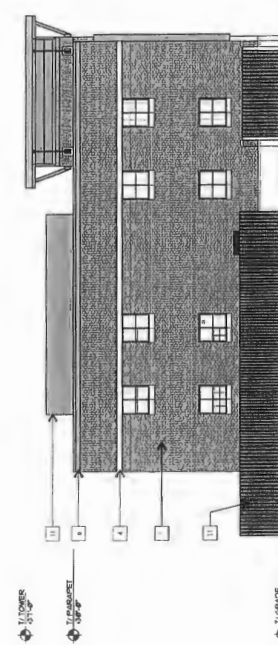
EAST ELEVATION



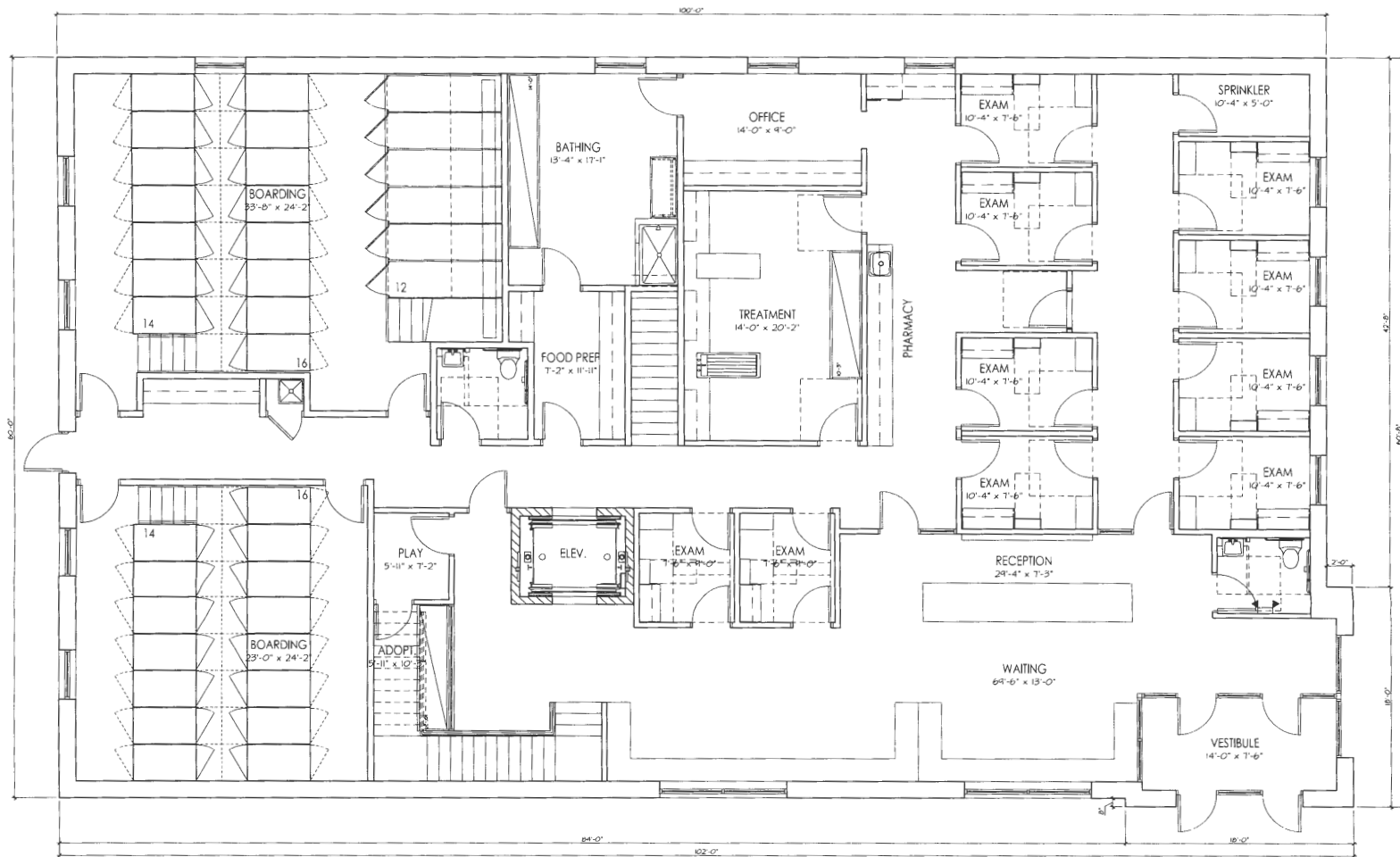
SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION



FIRST FLOOR PLAN



LANDSCAPE GROUP

ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
3101 ORANGE PARKWAY, SUITE 111
CHANDLER, AZ 85024
PH: (480) 799-4600 FAX: (480) 799-4601
WWW.LANDSCAPEGROUP.COM

RWE

MANAGEMENT COMPANY
1614 S. 15th Avenue, Suite 100
Bartlett, IL 60010
Phone: (630) 724-0883
Fax: (630) 724-0883
E-Mail: (630) 724-0883

HINSDALE ANIMAL HOSPITAL
724 N. YORK ROAD
HINSDALE, IL

DESIGNED BY
LANDSCAPE GROUP

2015-0101

11-29-2016

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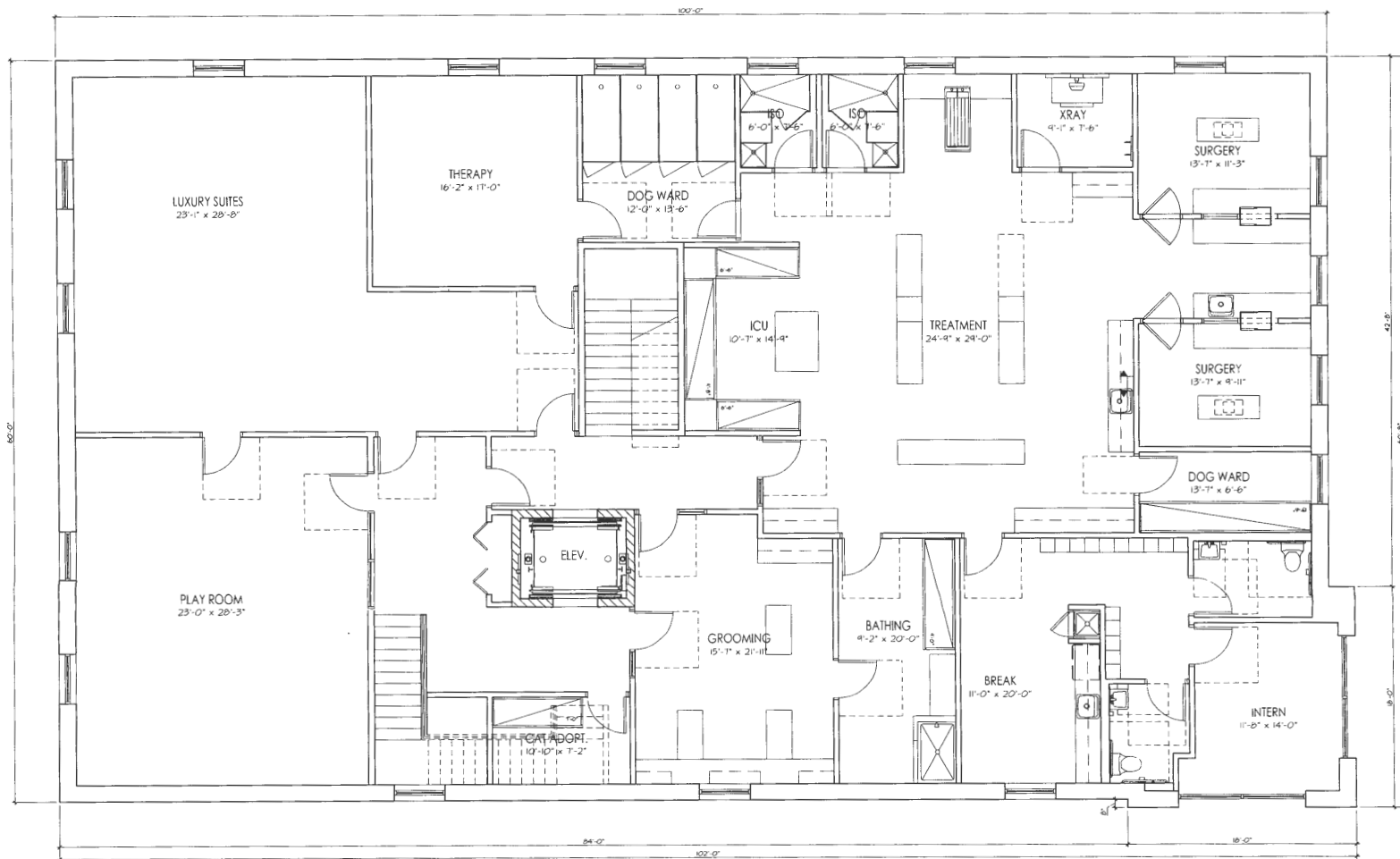
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SECOND FLOOR PLAN



ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
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CIVIL AND PUBLIC UTILITIES - SITE
708.779.4400 • 708.779.4401
WWW.LGARCHITECTURE.COM

RWE
MANAGEMENT COMPANY
14 N 341 S, Suite 100
Burr Ridge, IL 60527
Phone: (630) 724-0882
Fax: (630) 724-0884
E-Mail: (708) 492-0883

HINSDALE ANIMAL HOSPITAL
724 N. YORK ROAD
HINSDALE, IL

DATE: 11-29-2016
DRAWN BY: J. H. H. H.
CHECKED BY: J. H. H. H.
SCALE: 1/8" = 1'-0"

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SCALE: 1/8" = 1'-0"

PRELIMINARY

A-2.0

Attachment 4: SIC Code Definitions for Veterinary Services (0742) and Animal Specialty Services (0752)

Cotton seed delinting
Drying of corn, rice, hay, fruits, and vegetables
Flax decorticating and retting
Fruit precooling, not in connection with transportation
Fruit vacuum cooling
Grain cleaning
Grain fumigation
Grain grinding, custom
Moss ginning

Peanut shelling, custom
Potato curing
Seed cleaning
Sorting, grading, and packing of fruits and vegetables
Sweet potato curing
Tobacco grading
Vegetable precooling, not in connection with transportation
Vegetable vacuum cooling

0724 Cotton Ginning

Establishments primarily engaged in ginning cotton.

Cotton ginning
Cotton pickery

Gins, cotton: operation of

VETERINARY SERVICES

0741 Veterinary Services for Livestock

Establishments of licensed practitioners primarily engaged in the practice of veterinary medicine, dentistry, or surgery, for cattle, hogs, sheep, goats, and poultry. Establishments of licensed practitioners primarily engaged in treating all other animals are classified in Industry 0742.

Animal hospitals for livestock
Veterinarians for livestock

Veterinary services for livestock

0742 Veterinary Services for Animal Specialties

Establishments of licensed practitioners primarily engaged in the practice of veterinary medicine, dentistry, or surgery, for animal specialties. Animal specialties include horses, bees, fish, fur-bearing animals, rabbits, dogs, cats, and other pets and birds, except poultry. Establishments of licensed practitioners primarily engaged in veterinary medicine for cattle, hogs, sheep, goats, and poultry are classified in Industry 0741.

Animal hospitals for pets and other animal specialties
Pet hospitals
Veterinarians for pets and other animal specialties

Veterinary services for pets and other animal specialties

0752 Animal Specialty Services, Except Veterinary

Establishments primarily engaged in performing services, except veterinary, for pets, equines, and other animal specialties. Establishments primarily engaged in performing services other than veterinary for cattle, hogs, sheep, goats, and poultry are classified in Industry 0751. Establishments primarily engaged in training racehorses are classified in Services, Industry 7948.

Animal shelters
Artificial insemination services: animal specialties
Boarding horses
Boarding kennels
Breeding of animals, other than cattle, hogs, sheep, goats, and poultry
Dog grooming
Dog pounds
Honey straining on the farm

Pedigree record services for pets and other animal specialties
Showing of pets and other animal specialties
Training horses, except racing
Training of pets and other animal specialties
Vaccinating pets and other animal specialties, except by veterinarians

076

FARM LABOR AND MANAGEMENT SERVICES

0761 Farm Labor Contractors and Crew Leaders

Establishments primarily engaged in supplying labor for agricultural production or harvesting. Establishments primarily engaged in machine harvesting are classified in Industry 0722.

Crew leaders, farm labor: contract

Farm labor contractors

0762 Farm Management Services

Establishments primarily engaged in providing farm management services, including management or complete maintenance of citrus groves, orchards, and vineyards. Such activities may include cultivating, harvesting, or other specialized activities, but establishments primarily engaged in performing such services without farm management services are classified in the appropriate specific industry within Industry Group 072.

Citrus grove management and maintenance, with or without crop services
Farm management services
Orchard management and maintenance, with or without crop services

Vineyard management and maintenance, with or without crop services


TRAFFIC IMPACT STUDY - DRAFT

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

To: **Jason Sanderson**
RWE Management Company

From: Bill Grieve, P.E., PTOE 
Senior Transportation Engineer

Date: September 20, 2016

Subject: ***Hinsdale Animal Hospital***
724 N. York Road

PART I. PROJECT CONTEXT AND SUMMARY STATEMENT

Gewalt Hamilton associates, Inc. (GHA) has conducted a Traffic Impact Study (TIS) for the above captioned project. Hinsdale Animal Hospital will be relocating from their current location at 218 W. Ogden Avenue and remodel an existing building at 724 N. York Road in Hinsdale, Illinois. As proposed, the new animal hospital facility would have about 6,500 square feet of space on the first floor and storage and animal boarding on the second floor.

The following summarizes our TIS findings and provides various recommendations for your consideration. *Exhibits* and *Appendices* referenced are centrally located at the end of this document. Briefly summarizing, we believe that the Hinsdale Animal Hospital traffic can be accommodated. Reasons include:

- The animal hospital is projected to generate fewer trips than the commercial space and the residential dwellings in the existing building.
- The site drives will readily accommodate the anticipated animal hospital activity, with minimal impact on current traffic operations adjacent to the site and at the York Road / Ogden Avenue intersection.
- Based on observations that GHA made at the existing Hinsdale Animal Hospital and data collected at similar facilities in Morton Grove and Libertyville, Illinois, the provided supply of 40 parking spaces should readily meet the employee and client parking demands by need.

PART II. BACKGROUND INFORMATION

Site Location Map and Roadway Inventory

Exhibit 1 provides an aerial of the site location and *Exhibit 2* provides a photo inventory of current traffic operations. Pertinent comments on nearby land uses, the adjacent roadways, and non-auto facilities include:

Area Land Uses

- The site is an existing building that has three businesses on the first floor, one of which is available for rent, and eight apartments on the second floor. The site has two narrow drives, one on each side of the building.
- There are several other commercial uses in the site vicinity, especially in the influence area of the Ogden Avenue / York Road intersection.
- Residential neighborhoods lie to the south.

Roadway Inventory

- York Road is a north-south route that is under local jurisdiction and is classified as a minor arterial on the IDOT functional classification map. York Road has one travel lane in each direction along the site, but widens at its signalized intersection with Ogden Avenue to provide two northbound approach lanes. The southbound approach at Ogden Avenue provides separate left, through, and right turn lanes. Truck traffic on York Road is limited to local trips only. The posted speed limit is 25-mph.
- Ogden Avenue (US 34) is under the jurisdiction of the Illinois Department of Transportation (IDOT) and is not classified as a Strategic Regional Arterial (SRA) route. Ogden Avenue is a Principal Arterial on the IDOT functional classification map. Ogden Avenue has a five lane pavement section in the site vicinity, with separate left turn lanes striped at key locations, such as its signalized intersection with York Road. A separate westbound right turn lane is also provided. The posted speed limit on Ogden Avenue is 35-mph.
- IDOT has plans to resurface and construct ADA improvements along Ogden Avenue in the site vicinity in their multi-year plan.

Pedestrian Mobility

- There is no Pace bus service in the site vicinity.
- Sidewalks are provided on both sides of York Road.

Existing Traffic

GHA conducted weekday morning and evening and Saturday midday peak period traffic counts at the York road intersections with Ogden Avenue and the site drives on August 31 (Wednesday evening), September 1 (Thursday morning), and September 10 (Saturday midday), 2016. The traffic count summary sheets are provided in *Appendix A*. IDOT data published on their web-site on York Road (2012) and Ogden Avenue (2015) provided the Average Daily Traffic (ADT) volumes.

No unusual activity (e.g. road construction, severe weather, or emergency vehicles) occurred during the counts that would have impacted the volumes or travel patterns. *Exhibit 3* illustrates the existing weekday morning (7:30-8:30 AM), weekday evening (5:00-6:00 PM), and Saturday midday (12:00-1:00 PM) traffic volumes and the ADT volumes.

PART III. TRAFFIC EVALUATION

Project Traffic Characteristics

Hinsdale Animal Hospital Operations

Per the site plan prepared by the Linden Group (LG), the remodeled building would have 6,500 square feet of space on the first floor for the animal hospital. The second floor would have storage and boarding facilities. Animal hospital hours would be expanded from the current operations and would be open from 7 AM to 8 PM on weekdays, 7 AM to 3 PM on Saturday, and 9 AM to 1 PM on Sunday. Per information provided by the animal hospital, there would be 14-20 employees working per day (7-10 employees per shift) that would treat about 90-100 clients per day, an increase from their current 45-50 patients a day at their existing facility.

Traffic Generations and Trip Distribution

Exhibit 4 – Part A summarizes the weekday morning and evening peak hour trip generations for the animal hospital. Typically, site traffic is calculated based on rate information published by the Institute of Transportation Engineers (ITE) Trip Generation Manual – 9th Edition. However, ITE has a very small sample size for animal hospitals. Thus, the generations were based on existing Hinsdale Animal Hospital traffic counts conducted by GHA in September 2016, as well as GHA traffic counts conducted at animal hospitals in Morton Grove and Libertyville.

Exhibit 4 – Part B lists the anticipated trip distribution and reflects that the animal hospital will be a "destination" with virtually no "pass-by" trips. As can be seen, it is expected that about 35% of animal hospital traffic will never have to travel through the York Road / Ogden Avenue intersection.

Site Access

The two narrow drives on-site at the north and south sides of the building will be combined and located on the south side of the building. This is an example of very good access management, as exiting site traffic will be as farthest as possible from the York Road / Ogden Avenue intersection.

Site and Total Traffic Assignments

Exhibit 6 illustrates the Site Traffic assignment, which is based on the project traffic characteristics summarized in *Exhibit 5* (e.g. traffic generations and trip distribution) and the site access drives. Site traffic and the existing volumes (see *Exhibit 3*) were combined to produce the Total Traffic assignment, which is illustrated in *Exhibit 7*.

Discussion Point. The total traffic volumes may be overstated because any existing animal hospital traveling in the site vicinity was not subtracted from the volumes traveling along York Road and Ogden Avenue. This will also help ensure that some other area growth, such as renting nearby vacant commercial space is considered in the total traffic assignment.

Intersection Capacity Analyses

Intersection capacity analyses were conducted using the Highway Capacity Software (HCS) and results are shown in *Exhibit 8*. The analysis parameters are listed in Part A, as published in the Transportation Research Board's (TRB) 2010 Highway Capacity Manual (HCM).

At signalized intersections, Level of Service (LOS) "reports" traffic operations using the letter designations "A" (best) through "F" (worst). LOS reports operations based on the average control delay per vehicle in seconds. LOS C is often referred to as the intersection "design" guideline and LOS D is usually considered as providing the lower threshold of "acceptable" operations. LOS E and F are usually considered "unacceptable". At unsignalized intersections where the minor approaches have stop control, the HCS measurement is approach delay in seconds.

Capacity analyses were conducted at the outbound site drive intersection with York Road. The results are summarized in *Exhibit 8*. The HCS summary printouts are provided in *Appendix B*.

Key Finding. The results of the capacity analyses (see *Exhibit 8*) indicate that animal hospital traffic will have a minimal impact on operations, as the minor approach delays will operate at or better than the "design" LOS C.

Traffic Impact Discussion

Reviewing the existing traffic volumes (see *Exhibit 3*), the site traffic characteristics and assignment, and the total traffic assignment (see *Exhibits 5, 6, and 7*) indicates that:

- There are about 3,750 vehicles or 60-65 vehicles per minute that currently travel through the York Road / Ogden Avenue intersection during the weekday morning peak hour. The animal hospital will add only 9 vehicles, which is less than 1% or about 1 vehicle every 6-7 minutes.
- There are about 4,190 vehicles or almost 70 vehicles per minute that currently travel through this intersection during the weekday evening peak hour. The animal hospital will add only 12 vehicles, which is less than 1% or about 1 vehicle every 5 minutes.
- There are about 2,780 vehicles or over 45 vehicles per minute that currently travel through this intersection during the Saturday midday peak hour. The animal hospital will add only 12 vehicles, which is less than 1% or about 1 vehicle every 5 minutes.

Key Finding. Based on the above, the site impacts on area traffic volumes and operations are very limited. Thus, our recommendations focus on the access operations and parking.

PART IV. RECOMMENDATIONS

Access Operations

As discussed, the two narrow drives on-site at the north and south sides of the building will be combined and located on the south side of the building. This is an example of very good access management, as exiting site traffic will be as farthest as possible from the York Road / Ogden Avenue intersection and several vehicle turning conflicts along this stretch of York Road will be eliminated. One inbound and one outbound lane will be provided. Exiting animal hospital traffic should have Stop control.

In addition, the existing parking pad in front of the building on York Road is to be eliminated and converted to a landscaped parkway.

Parking

The LG site plan indicates (see *Exhibit 4*) that 40 parking spaces will be provided. Although Village code would require 44 spaces, GHA observations at the existing Hinsdale Animal Hospital and two other animal hospitals in Morton Grove and Libertyville confirms that the 40 spaces should comfortably meet their future parking demand by "need". Employees should be encouraged to park in the more remote spaces.

PART V. TECHNICAL ADDENDUM

The following *Exhibits* and *Appendix* were previously referenced. They provide technical support for our observations, findings, and recommendations discussed in the text.

Exhibits

1. Site Location Map
2. Photo Inventory
3. Existing Traffic
4. Site Plan
5. Project Traffic Characteristics
6. Site Traffic
7. Total Traffic
8. Intersection Capacity Analyses

Appendices

- A. Traffic Count Summary Sheets
- B. Capacity Analysis Worksheets

EXHIBITS

GHA **GEWALT HAMILTON**
ASSOCIATES, INC.

Exhibit 1

Site Location Aerial



Looking north along York Rd

GHA GEWALT HAMILTON
ASSOCIATES, INC.



Looking south along York Rd

Exhibit 2
Page 1 of 6



Looking west across York Rd at Site

GHA GEWALT HAMILTON
ASSOCIATES, INC.



Looking north along York Rd at Site

Exhibit 2
Page 2 of 6



Looking west along northern access drive of Site

GHA GEWALT HAMILTON
ASSOCIATES, INC.



Looking south at Site Parking Lot

Exhibit 2
Page 3 of 6



Looking west along southern access drive of Site

GHA GEWALT HAMILTON
ASSOCIATES, INC.



Looking north at York Rd & Ogden Ave

Exhibit 2
Page 4 of 6



Looking west at York Rd & Ogden Ave

GHA GEWALT HAMILTON
ASSOCIATES, INC.



Looking west at York Rd & Ogden Ave

Exhibit 2
Page 5 of 6



Looking south at York Rd & Ogden Ave

GHA GEWALT HAMILTON
ASSOCIATES, INC.



Looking east at York Rd & Ogden Ave

Exhibit 2
Page 6 of 6

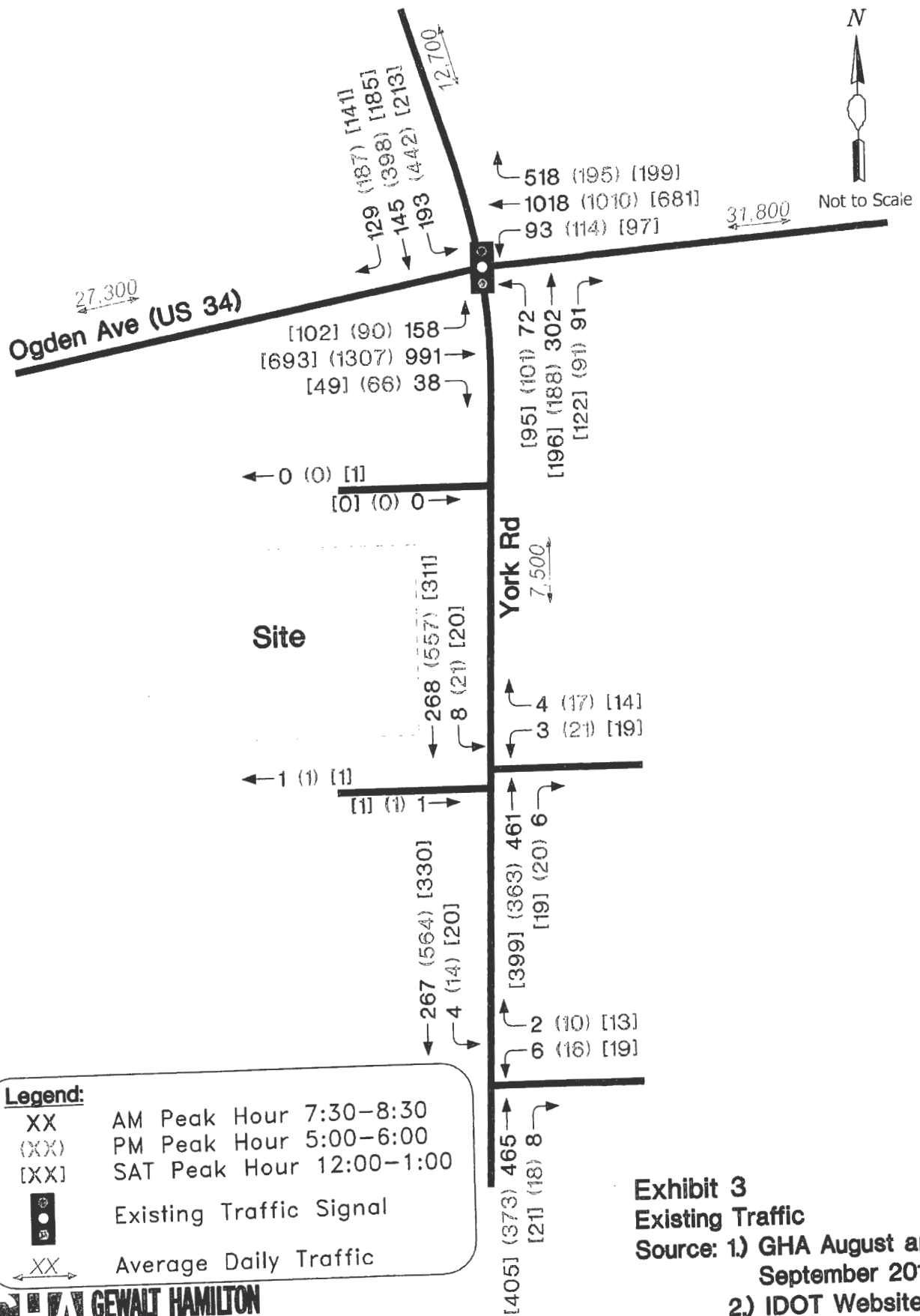
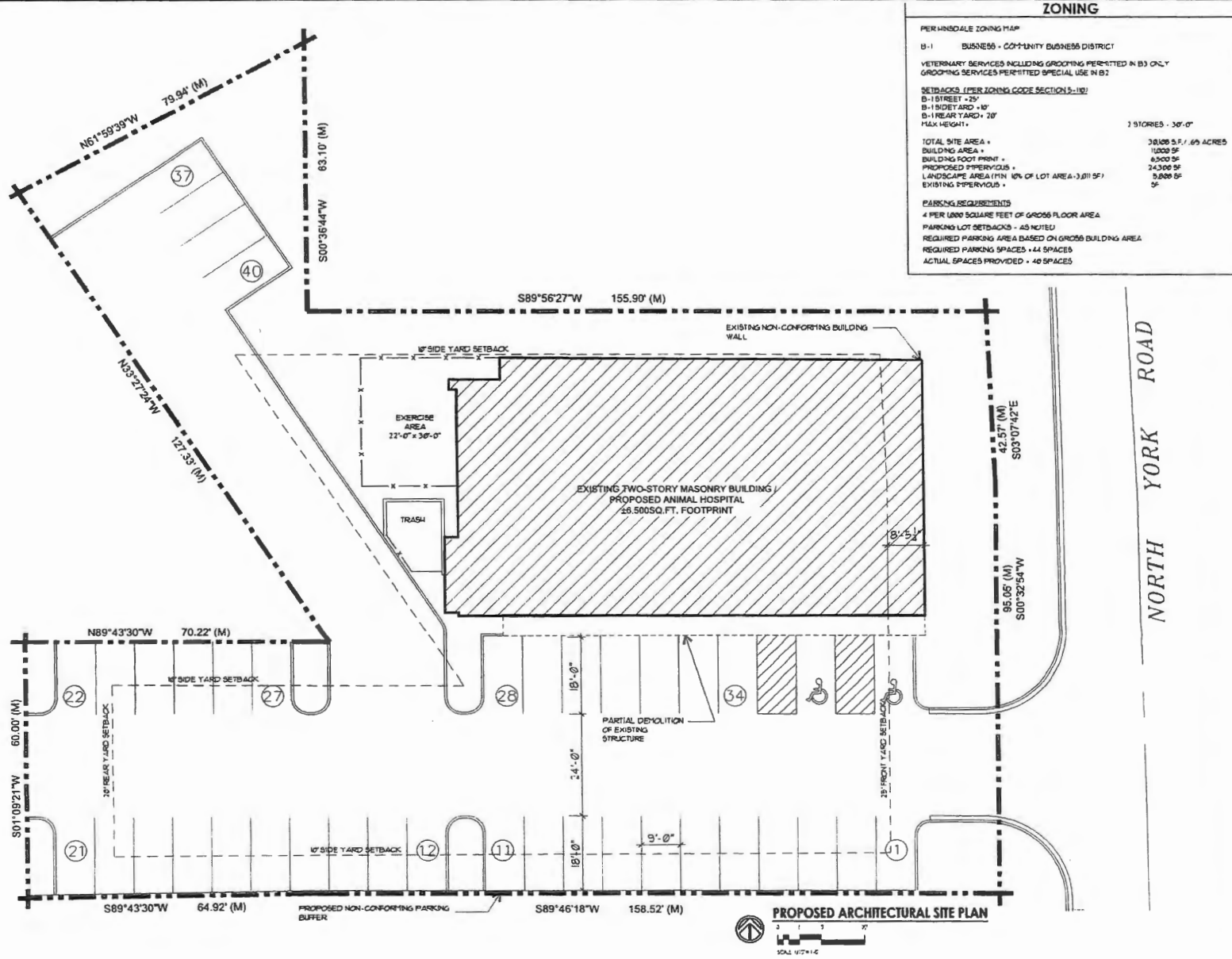


Exhibit 3
Existing Traffic
 Source: 1.) GHA August and September 2016
 2.) IDOT Website



LG
LINDEN GROUP

ARCHITECTURE
LAND PLANNING
BUILDING ARCHITECTURE
LANDSCAPE ARCHITECTURE

1120 N. YORK ROAD, SUITE 100
CHICAGO, ILLINOIS 60642
TEL: 312.462.1234
WWW.LINDENGROUP.COM

RWE
MANAGEMENT COMPANY

Proposed Build-out & Remodeling for
HINSDALE ANIMAL HOSPITAL
724 N. YORK ROAD
HINSDALE, IL.

DATE: 2015-01-01
PROJECT NUMBER: 05.24.2016

FILE NUMBER: 05.24.2016

DATE: 05.24.2016

PROJECT: 05.24.2016

ARCHITECTURAL SITE PLAN

SCALE: 1/8" = 1'-0"

A-0.1

Exhibit 5
Project Traffic Characteristics
Animal Hospital - Hinsdale, Illinois

Part A. Traffic Generation Calculations

	ITE		Morning Peak Hour			Evening Peak Hour			Saturday Peak Hour		
	Code	Units	In	Out	Sum	In	Out	Sum	In	Out	Sum
<i>Step 1. Proposed Use</i>											
Animal Hospital	n/a	6,500 SF									
		Employees =	4	1	5	1	5	6	1	4	5
		Patients / Clients =	6	4	10	8	6	14	8	5	13
		Totals =	10	5	15	9	11	20	9	9	18

Notes:

- Generations based on counts at existing animal hospital on Ogden Avenue.
- Weekday hours are 7 AM to 8 PM, Saturday from 7 AM to 3 PM, and Sunday 9AM to 5 PM.
- Increase to 100 patients per day from 45 current.
- 8-10 exam rooms and 6-12 clients at a time max. Assume all exam rooms filled.
- 14-21 employees all day with 7-10 employees max per shift.

Step 2. Previous Uses

Commercial	#826	6,500 SF	4	3	7	8	10	18	12	11	23
Apartments	#220	8 Units	2	6	8	3	2	5	2	2	4
		Totals =	6	9	15	11	12	23	14	13	27

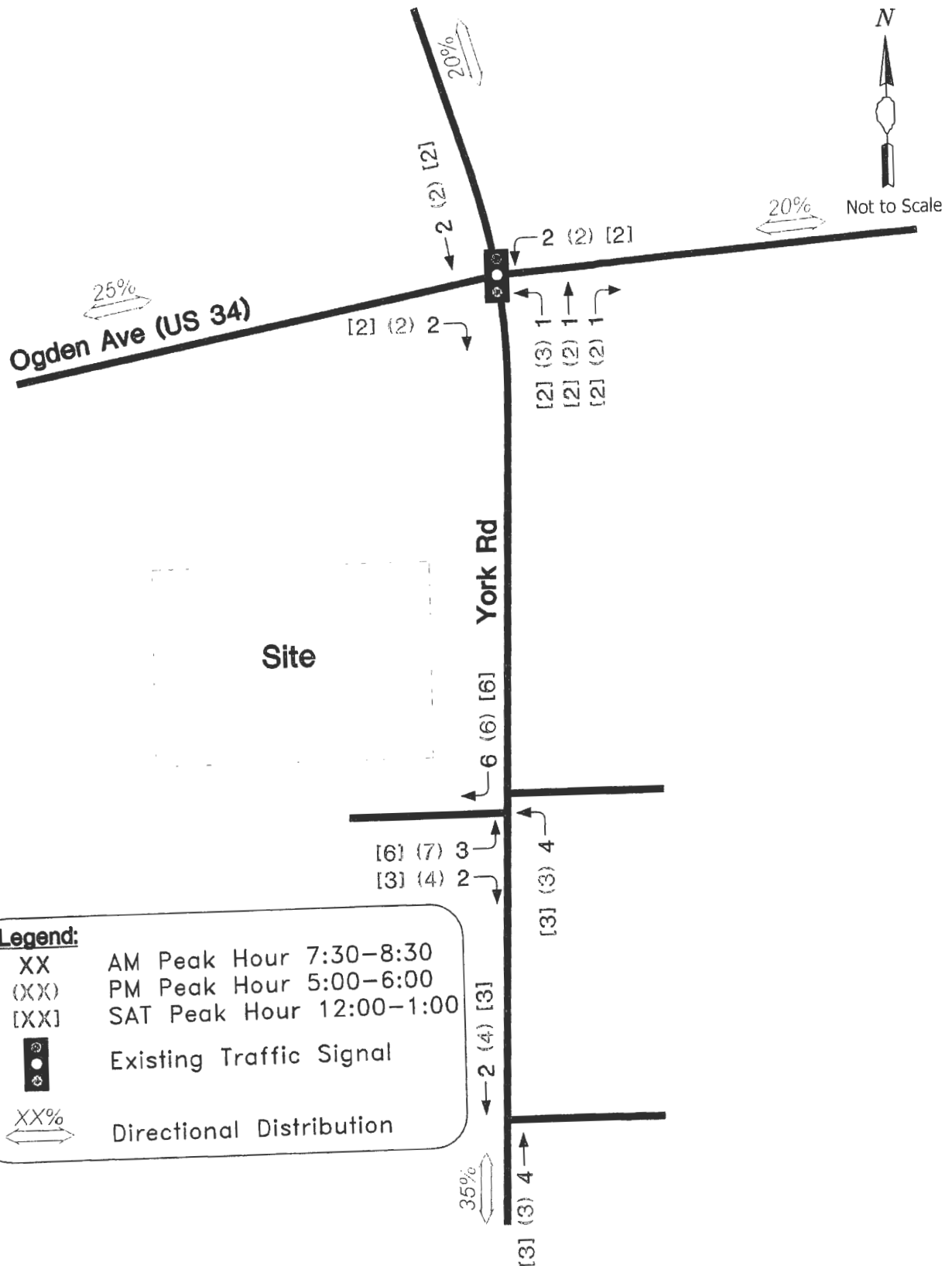
Source: ITE Trip Generation Manual; 9th Edition

Step 3. Trip Comparisons (Step 1 - Step 2)

Step 1. - Step 2.	Increments =	+4	-4	0	-2	-1	-3	-5	-4	-9
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Part B. Trip Distribution

Route & Direction	Percent Use by Route	
	Approach Site From	Depart Site to
York Road		
- North of Ogden Avenue	20%	20%
- South of Site	35%	35%
Ogden Avenue		
- East of York Road	20%	20%
- West of York Road	25%	25%
Totals =	100%	100%



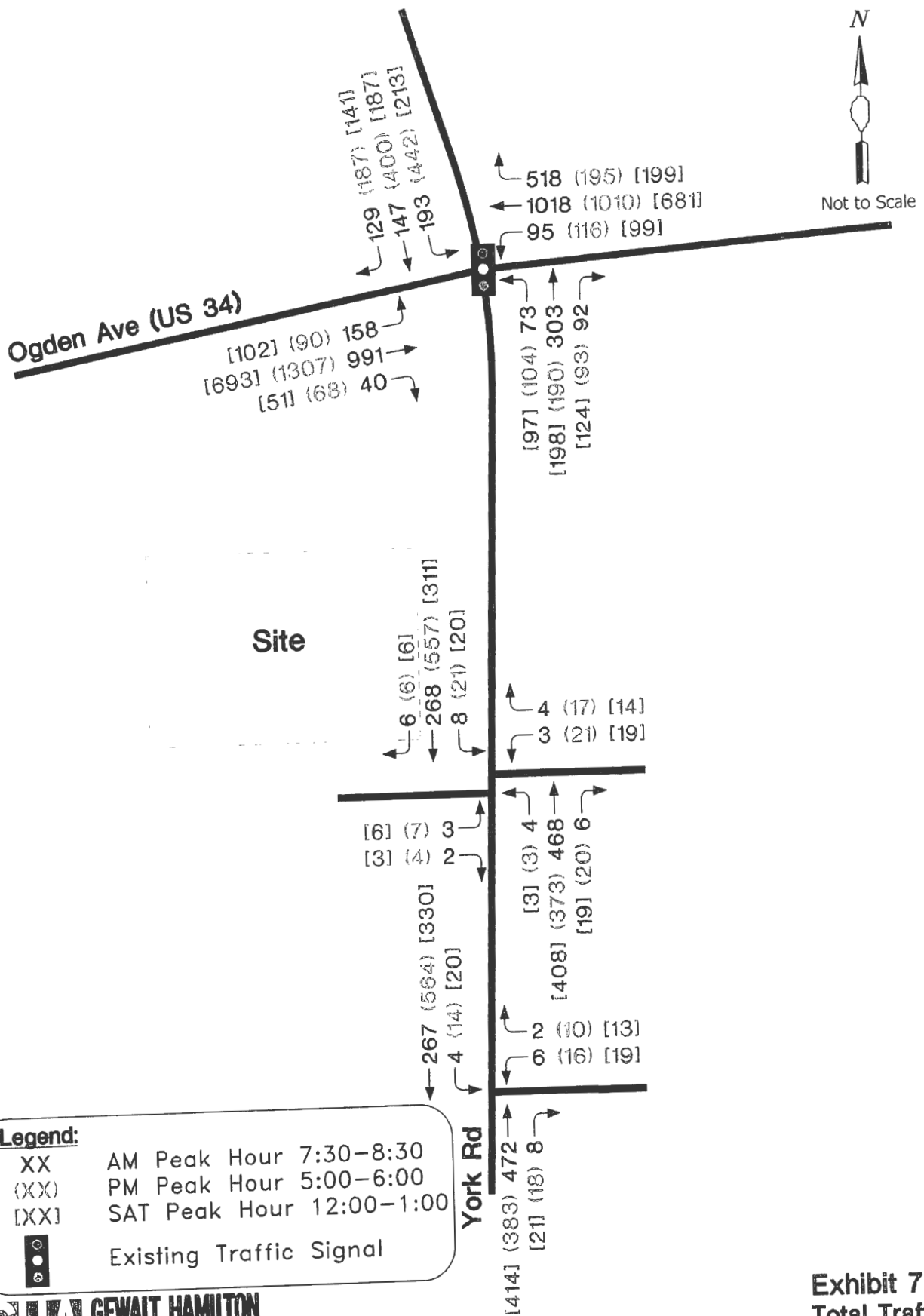


Exhibit 8 Intersection Capacity Analyses

Hinsdale Animal Hospital

Part A. Parameters - Type of Traffic Control *(Source: 2010 Highway Capacity Manual)*

I. Traffic Signals

LOS	Delay (sec / veh)	Description
A	≤ 10	All signal phases clear waiting vehicles without delay
B	>10 and ≤ 20	Minimal delay experienced on select signal phases
C	>20 and ≤ 35	Some delay experienced on several phases; often used as design criteria
D	>35 and ≤ 55	Usually considered as the acceptable delay standard
E	>55 and ≤ 80	Very long delays experienced during the peak hours
F	>80	Unacceptable delays experienced throughout the peak hours

II. Stop Sign

LOS	Delay (sec / veh)
A	≤ 10
B	>10 and ≤ 15
C	>15 and ≤ 25
D	>25 and ≤ 35
E	>35 and ≤ 50
F	>50

Part B. Results

Part B. Results	Roadway Conditions	LOS Per Movement Group By Approach				Intersection / Approach	
		> = Shared Lane - = Non Critical or not Allowed Movement					
		Eastbound	Westbound	Northbound	Southbound	Delay (sec / veh)	LOS
1. York Road @ South Site Drive	EB & WB Stops	LT TH RT	LT TH RT	LT TH RT	LT TH RT	EB Approach Delay	
A. Weekday Morning Peak Hour Total Traffic (See Exhibit 7)	• As Planned	B - <	B - <	A - -	A - -	14.7	B
B. Weekday Evening Peak Hour Total Traffic	• As Planned	C - <	C - <	A - -	A - -	21.3	C
C. Saturday Midday Peak Hour Total Traffic	• As Planned	C - <	C - <	A - -	A - -	16.3	C

APPENDIX A

Traffic Count Summary Sheets

Study Name US 34 and York - THURS AM

Start Date 09/01/2016

Start Time 7:00 AM

Site Code

Project 5017.910

5017.910 Hinsdale, IL

US 34 & York Rd.

2-hr

GHA MIO

Type Road

Classification Lights

Start Time	York Rd. Southbound				Ogden Ave. (US 34) Westbound				York Rd. Northbound				Ogden Ave. (US 34) Eastbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00 AM	0	37	19	17	0	22	204	105	0	23	35	12	0	34	225	8
7:15 AM	0	51	21	24	0	22	228	133	0	19	41	17	0	26	244	6
7:30 AM	0	47	38	26	0	22	230	121	0	16	57	13	0	26	269	5
7:45 AM	0	41	44	26	0	20	271	134	0	20	89	29	0	50	232	13
8:00 AM	0	46	27	37	0	28	241	133	0	15	71	25	0	40	234	11
8:15 AM	0	54	32	34	0	17	240	126	0	19	81	20	0	39	219	6
8:30 AM	0	36	35	30	0	20	241	132	0	24	61	23	0	37	206	14
8:45 AM	0	45	40	29	0	29	258	114	0	24	71	24	0	34	205	13

Study Name US 34 and York - WED PM

Start Date 08/31/2016

Start Time 4:00 PM

Site Code

Project 5017.910

5017.910 Hinsdale, IL

US 34 & York Rd.

2-hr

GHA MIO

Type Road

Classification Lights

Start Time	York Rd. Southbound				Ogden Ave. (US 34) Westbound				York Rd. Northbound				Ogden Ave. (US 34) Eastbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
4:00 PM	0	103	57	37	0	15	224	40	0	24	38	28	0	15	319	24
4:15 PM	0	127	89	42	0	23	232	47	0	30	43	38	0	27	283	11
4:30 PM	0	100	73	40	0	24	222	49	0	15	38	24	0	19	329	20
4:45 PM	0	119	98	37	0	25	186	58	0	23	42	28	0	31	310	8
5:00 PM	0	97	87	47	0	36	270	51	0	22	48	21	0	23	325	22
5:15 PM	0	118	115	58	1	17	246	55	0	28	41	32	0	21	316	13
5:30 PM	0	112	100	47	0	31	257	45	0	30	54	20	0	23	322	11
5:45 PM	0	115	95	35	0	30	225	44	0	21	44	18	0	22	327	20

Study Name US 34 and York - SAT

Start Date 9/10/2016

Start Time 12:00 PM

Site Code

Project 5017.910

5017.910 Hinsdale, IL

US 34 & York Rd.

2-hr

GHA MIO

Type Road

Classification Lights

Start Time	York Rd. Southbound				Ogden Ave. (US 34) Westbound				York Rd. Northbound				Ogden Ave. (US 34) Eastbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
12:00 PM	0	45	46	40	0	28	173	69	0	34	50	34	0	32	166	14
12:15 PM	0	66	45	37	0	20	176	44	0	24	45	33	0	29	156	7
12:30 PM	0	53	40	33	0	34	166	38	0	24	43	30	0	23	183	15
12:45 PM	0	47	54	31	0	15	157	48	0	12	55	23	0	18	178	13
1:00 PM	0	54	47	33	0	25	172	45	0	24	43	31	0	22	183	10
1:15 PM	0	45	28	27	0	17	187	47	0	25	26	29	0	31	178	12
1:30 PM	0	61	45	32	0	30	184	34	0	17	44	31	0	28	171	12
1:45 PM	0	54	42	18	0	30	169	33	0	26	35	26	0	21	201	11

APPENDIX B

Capacity Analysis Worksheets

HCS 2010 Two-Way Stop Control Summary Report

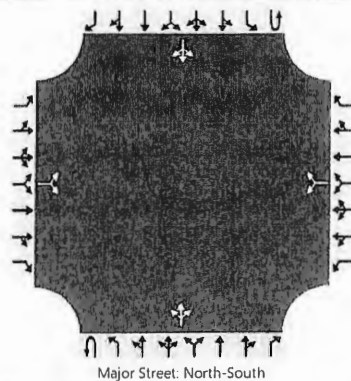
General Information

Analyst	Bg
Agency/Co.	
Date Performed	9/20/2016
Analysis Year	2016
Time Analyzed	AM Peak - Total Traffic
Intersection Orientation	North-South
Project Description	Hinsdale Animal Hospital

Site Information

Intersection	York Rd. @ South Site Dr.
Jurisdiction	
East/West Street	South Site Drive
North/South Street	York Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR				LR				LTR				LTR	
Volume (veh/h)		3		2		3		4		4	468	6		8	268	6
Percent Heavy Vehicles		1		1		2		2		3				2		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			5				7				4				9	
Capacity			377				395				1256				1049	
v/c Ratio			0.01				0.02				0.00				0.01	
95% Queue Length			0.0				0.1				0.0				0.0	
Control Delay (s/veh)			14.7				14.3				7.9				8.5	
Level of Service (LOS)			B				B				A				A	
Approach Delay (s/veh)	14.7				14.3				0.1				0.3			
Approach LOS	B				B											

HCS 2010 Two-Way Stop Control Summary Report

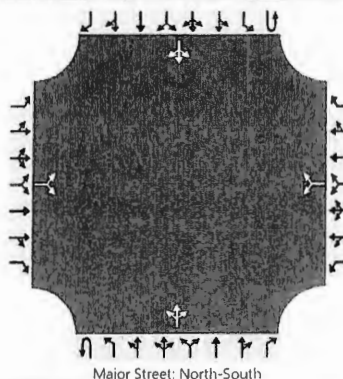
General Information

Analyst	Bg
Agency/Co.	
Date Performed	9/20/2016
Analysis Year	2016
Time Analyzed	PM Peak - Total Traffic
Intersection Orientation	North-South
Project Description	Hinsdale Animal Hospital

Site Information

Intersection	York Rd. @ South Site Dr.
Jurisdiction	
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Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR				LR				LTR				LTR	
Volume (veh/h)		7		4		21		17		3	373	20		21	557	6
Percent Heavy Vehicles		1		1		2		2		3				2		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			12			41			3					23		
Capacity			233			274			961					1132		
v/c Ratio			0.05			0.15			0.00					0.02		
95% Queue Length			0.2			0.5			0.0					0.1		
Control Delay (s/veh)			21.3			20.4			8.8					8.2		
Level of Service (LOS)			C			C			A					A		
Approach Delay (s/veh)	21.3				20.4				0.1				0.5			
Approach LOS	C				C											

HCS 2010 Two-Way Stop Control Summary Report

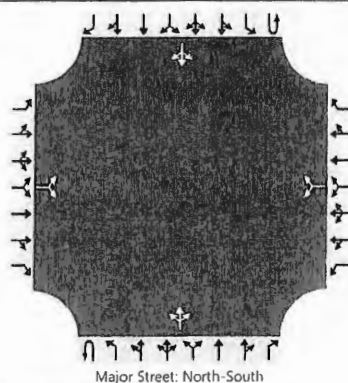
General Information

Analyst	Bg
Agency/Co.	
Date Performed	9/20/2016
Analysis Year	2016
Time Analyzed	SAT Peak - Total Traffic
Intersection Orientation	North-South
Project Description	Hinsdale Animal Hospital

Site Information

Intersection	York Rd. @ South Site Dr.
Jurisdiction	
East/West Street	South Site Drive
North/South Street	York Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR				LR				LTR				LTR	
Volume (veh/h)		6		3		19		14		3	408	19		20	311	6
Percent Heavy Vehicles		1		1		2		2		3				2		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			10				36			3					22	
Capacity			329				356			1207					1097	
v/c Ratio			0.03				0.10			0.00					0.02	
95% Queue Length			0.1				0.3			0.0					0.1	
Control Delay (s/veh)			16.3				16.2			8.0					8.4	
Level of Service (LOS)			C				C			A					A	
Approach Delay (s/veh)	16.3				16.2				0.1				0.7			
Approach LOS	C				C											

AYES: Trustees Elder, Byrnes, Stifflear, LaPlaca and Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

DISCUSSION ITEMS

Proposed renovation and change of use at 722 N. York

President Cauley began discussion stating Dr. Tony Kremer wants to purchase the Brockman Building on North York Road, and build a veterinary and boarding facility at that location. There were two issues of concern for the Board the first time this matter was introduced, which were 1) what will the building look like; and 2) what is the traffic impact.

Mr. Jason Sanderson, President of RWE Management Co., introduced Ms. Lynn Means from Gewalt Hamilton Associates, Inc. who conducted the traffic study. She stated that if the building were filled to capacity in its current configuration of eight residential apartments and specialty retail commercial on the ground floor, it is estimated the proposed project would only result in a 1% increase in traffic. This is based on surveys of this type of business in other communities, and analysis of current traffic patterns at the intersection of York and Ogden Roads. Ms. Means explained that they monitor traffic during highest peak hours, relative to adjacent street traffic and corresponding to change in shifts at the new facility; from 7:00 a.m. – 9:00 a.m. and 4:00 p.m. – 6:00 p.m. They found the maximum was 10 cars in and 10 cars out. It was also noted that some of the cars at this intersection are traveling to the existing veterinary office, so no increase there. She also explained there are about 7-10 staff people on shift at a time with an average of 6-8 clients at a time.

Mr. Mike Matthys, architect for the project, stated the current facility has 3-4 examining rooms, the new facility will have 8-10 rooms. In terms of parking, Dr. Kremer said he anticipates 8-10 cars at a time. Trustee Byrnes said he feels the traffic is minimal, and does not see an immediate doubling of activity. Mr. Matthys said there will be 40 parking spaces at the new location.

It was noted that the current office is open seven days a week, with shorter hours on the weekends. The hours are determined based on demand. Boarded dogs will exercise inside, and walked out on a leash in a fenced in area 3-4 times per day. Dr. Kremer said emergency care is not anticipated for this location, but that his experience at his other location shows emergency care results in very minimal traffic.

President Cauley noted that veterinary services are not allowed in the B-1; what attribute of the business prohibits the business in this B-1 district, and does the parking make a difference. He wants to see the buildings in Hinsdale thrive, this one is not. Village Planner Chan Yu confirmed that 44 spaces are required in this district. Mr. Matthys indicated the size of the building could possibly be reduced to accommodate more parking; they do not want a variance, and want to meet the code. Dr. Kremer said the existing building is horrible. His goal would be to get rid of the building and build something nice, a smaller footprint would be fine, and he is not married to any design, he just wants it to be first class. Mr. Sanderson said they will come back with elevations to illustrate to the Board what the building might look like. Director of Community Development Robb McGinnis reminded the Board this will require a text amendment to approve a veterinary office in the B-1 as a special use, and confirmed the Brockman's successful petition to

change this location from O-2 to the current B-1 several years ago. President Cauley indicated the Board would work with Dr. Kremer on setbacks to accommodate a new building. Mr. McGinnis added the goal was to maintain 50% of the perimeter to preserve current legal non-conformities. Trustee LaPlaca confirmed this location is not in the design overlay district, and encouraged the applicant to keep in mind the colonial style aesthetic of the area. Trustee Byrnes feels this would be a good addition, and agreed to take the lead on design, and work with Dr. Kremer for the Board. They will prepare elevations with the goal to bring this back to the Board in January.

2017 Central Business District Paving

Village Engineer Dan Deeter reported our contractor HR Green, is working on the bid documents for this project. In terms of scheduling the project, there will be a start date of July 5th, so as to avoid the July 4th parade, and a projected completion of August 19th before the middle school resumes classes on August 22nd. An informational meeting is being coordinated with area businesses for mid-November.

Construction activity update

Mr. Deeter reported the Woodlands project is complete, except for the punch list items.

DEPARTMENT AND STAFF REPORTS

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

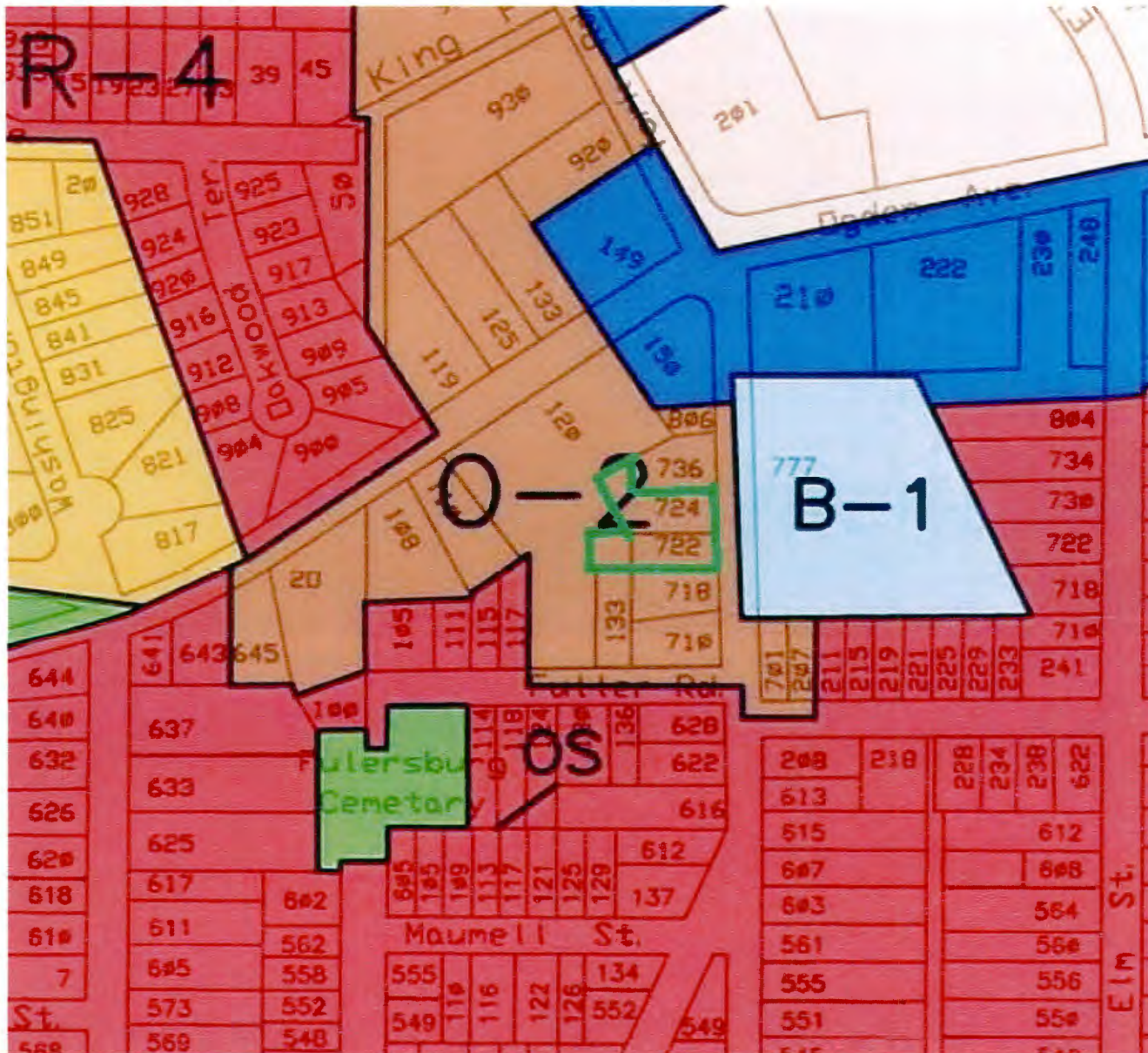
The reports listed above were provided to the Board. There were no additional questions regarding the contents of the department and staff reports.

Village Manager Kathleen A. Gargano reported that staff has received some questions about increased air traffic over Hinsdale. With the assistance of Congressman Quigley's office, she was given the name of a contact with the City Department of Aviation (CDA). She was informed that the FAA manages the air space and sets forth arrival and departure schedules and procedures. Hinsdale has always been located in the flight path, and depending on weather, and construction and maintenance of runways, the volume of flights can change. This information can be found on the Village website, as well as links to the CDA.

Trustee Stifflear noted we have no control over this issue, the FAA will do what they want, but he believes this could have a huge impact on property values. He encouraged the Village to get a position on the Noise Mitigation Board.

Attachment 7: Zoning Map Location of 218 W. Ogden Ave. (current) and 722 N. York Rd. (potential)

Please Note: 722-724 N. York Rd. was rezoned to B-1 in 2011 (O2011-12)



Attachment 8: Aerial Parcel Map of 722-24 N. York Road

Please Note: 722-724 N. York Rd. was rezoned to B-1 in 2011 (O2011-12)



Attachment 9: Streetview of 722 N. York Road

Please Note: 722-724 N. York Rd. was rezoned to B-1 in 2011 (O2011-12)



Zoning Calendar No. 2016

VILLAGE OF HINSDALE
APPLICATION FOR VARIATION

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

FILING FEES: RESIDENTIAL VARIATION \$850.00

NAME OF APPLICANT(S): Tony Kremer, DVM

ADDRESS OF SUBJECT PROPERTY: Veterinary Office, Animal Boarding Kennel

TELEPHONE NUMBER(S): 815-436-8387

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

DATE OF APPLICATION: 11-30-2016

SECTION I

Please complete the following:

1. Owner. Name, address, and **telephone number** of owner: 436
~~Chicago Title and Land Trust Company, as Successor Trustee to Harris Bank Hinsdale as Trustee under the provisions of a Trust Agreement dated January 14, 1987~~
2. Trustee Disclosure. In the case of a land trust the name, address, and **telephone number** of all trustees and beneficiaries of the trust: Dorothea A. Lorenzetti, Kimberly Brockman, Robert Brockman, 724 York Road, Hinsdale, IL
3. Applicant. Name, address, and **telephone number** of applicant, if different from owner, and applicant's interest in the subject property: Anthony Kremer, DVD 14411 IL-59 Plainfield 60544, 815-436-8387
4. Subject Property. Address and legal description of the subject property: (Use separate sheet for legal description if necessary.) see attached
5. Consultants. Name and address of each professional consultant advising applicant with respect to this application:
 - a. Attorney: Robert Aument, Daspin & Aument, LLP, 300 S Wacker Drive, Suite 2200 Chicago, IL 60606
 - b. Engineer: 8387
 - c. Architect: Michael Matthys, Linden Group Inc, 10100 Orland Parkway, Orland Park, IL 60467
 - d. _____

6. Village Personnel. Name and address of any officer or employee of the Village with an interest in the Owner, the Applicant, or the Subject Property, and the nature and extent of that interest:
- a. None
- b. _____
7. Neighboring Owners. Submit with this application a list showing the name and address of each owner of (1) property within 250 lineal feet in all directions from the subject property; and (2) property located on the same frontage or frontages as the front lot line or corner side lot line of the subject property or on a frontage directly opposite any such frontage or on a frontage immediately adjoining or across an alley from any such frontage.
- After the Village has prepared the legal notice, the applicant/agent must mail by certified mail, "return receipt requested" to each property owner/ occupant. The applicant/agent must then fill out, sign, and notarize the "Certification of Proper Notice" form, returning that form and all certified mail receipts to the Village.
8. Survey. Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property.
9. Existing Zoning. Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property.
10. Conformity. Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval despite such lack of conformity.
11. Zoning Standards. Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance establishes as a condition of, or in connection with, the approval being sought.
12. Successive Application. In the case of any application being filed less than two years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.

SECTION II

When applying for a variation from the provisions of the Zoning Ordinance, you must provide the data and information required above, and in addition, the following:

1. Title. Evidence of title or other interest you have in the Subject Project, date of acquisition of such interest, and the specific nature of such interest.
2. Ordinance Provision. The specific provisions of the Zoning Ordinance from which a variation is sought:

1. B-1 Height variation, Sec 5-110:A.1.a: max height 30' - 2. B-1 Front yard setback, Sec 5-110:C.1.a: Min. front yard setback 25'

3. B-1 Max Floor Area Ratio, Sec 5-110: D. : F.A.R.:0.35 - 4. Parking set back variation Sec 9-104:G.2.b

5. Landscape buffers, Sec 9-107:a.1 Parking lot Screening

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

See the attache section II.3

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

See the attached Section II.4

5. Standards for Variation. A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:

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

- (4) Would unduly increase the danger of flood or fire; or
- (5) Would unduly tax public utilities and facilities in the area; or
- (6) Would endanger the public health or safety.
- (g) No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project.
(Attach separate sheet if additional space is needed.)

SECTION III

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

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

SECTION IV

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

SECTION V

The owner states that he/she consents to the filing of this application and that all information contained herein is true and correct to the best of his/her knowledge.

Name of Owner: _____

Signature of Owner: _____

Name of Applicant: _____

Signature of Applicant: _____

Date: _____

Section II.3, Variation Sought:

1. B-1 Height variation, Sec 5-110:A.1.a: max height 30'
 - a. A height variation is being requested to allow the entrance tower architectural feature to exceed the maximum 30'-0" and allow a height of 37'-0" for this element only as depicted in the proposed elevations.
 2. B-1 Front yard setback, Sec 5-110:C.1.a: Min. front yard setback 25'
 - a. A front yard setback variation is being requested to reduce the required front setback from 25' to 15'-0". The existing building is currently located within the setback 15.38' from the front property line.
 3. B-1 Max Floor Area Ratio, Sec 5-110: D. : F.A.R.:0.35
 - a. The applicant is requesting that the maximum F.A.R. be increased from .35 to .40. This increase would be under the Max. F.A.R. of .50 in the surrounding O-2 District which surrounds the site on all sides.
 4. Parking set back variation, Sec 9-104:G.2.b *Parking In Required Yards*: Off street parking for uses specified in this subsection shall not be located in required front or corner side yards.
 - a. The applicant is requesting that the parking lot setback in the front yard be reduced from 25' to 15' to match building setback variation.
 5. Landscape buffers, Sec 9-107:A.1. *Parking Lot Screening*: Every parking lot shall be buffered and screened by a perimeter landscaped open space having a width of at least ten feet (10') or the width of the required yard, whichever is less.
 - a. The applicant is requesting that the required 10' landscape buffer be removed to accommodate the odd shape lot and allow for a double loaded parking isle to run to the back of the property.
-

Section II.4, Minimum Variation:

1. Landscape buffers, Sec 9-107:A.1. *Parking Lot Screening*: Every parking lot shall be buffered and screened by a perimeter landscaped open space having a width of at least ten feet (10') or the width of the required yard, whichever is less.
 - a. The applicant is requesting that the required 10' landscape buffer be removed to accommodate the odd shape lot and allow for a double loaded parking isle to run to the back of the property.
-

Section II.5, Standards for Variation:

1. A height variation is being requested to allow the entrance tower architectural feature to exceed the maximum 30'-0" and allow a height of 37'-0" for this element only as depicted in the proposed elevations.
 - a. Unique Physical Condition

- i. The site is a standalone B-1 surrounded by an O-2 district. It was previously rezoned to allow for a particular desired use that was not permitted in the O-2 district. The surrounding O-2 District has a maximum height of 40' permitted by the zoning code. It is reasonable that the proposed site be held to a similar guideline to that of the adjacent property.
 - b. Not Self-Created
 - i. The site was rezoned by the previous property owner and was not self-created by the petitioner.
 - c. Denied Substantial Rights
 - i. The carrying out of the strict letter of the provision from which the variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by the owners of other adjacent lots that remain zoned as O-2 which allows for heights up to 40 feet.
 - d. Not Merely Special Privilege
 - i. The variation in height is not a request for special privilege but a consideration to allow the petitioner to enjoy the rights that are afforded to the adjacent properties in the O-2 district with a maximum height standard of 40'.
 - e. Code and Plan Purposes
 - i. The variation would not result in a development that would not be in harmony with the purpose of this code or the intent of the official comprehensive plan because the variation requested is already afforded to adjacent properties in the O-2 district.
 - f. Essential Character of the Area
 - i. The variation would not be materially detrimental, and would not increase congestion on public streets, would not increase danger of flood, would not impact public utilities, and would not endanger the public health of safety.
 - g. No other Remedy
 - i. The variation allows a character element to the architecture with a tower like form defining the entrance. Without this variation the building would have to carry the same parapet height around the perimeter of the building which would negatively impact the architectural interest.
- 2. A front yard setback variation is being requested to reduce the required front setback from 25' to 15'-0". The existing building is currently located within the setback 15.38' from the front property line.**
- a. Unique Physical Condition
 - i. The front yard setback variation that is being requested will match the existing building setback to be redeveloped. The applicant is requesting that the variation be granted to allow parking to be maximized to the rear of the property that is difficult due to a very odd shaped property configuration. This unique shape makes it difficult to obtain the required parking for the proposed development and use.

- b. Not Self-Created
 - i. The building location would be following previously defined building line along North York Road. The odd shaped lot that makes efficient parking difficult is not the result of any action by the petitioner.
- c. Denied Substantial Rights
 - i. The carrying out of the strict letter of the provision from which the variation is sought would deprive the owner of the subject property rights that were previously afforded to the site development with the existing building on the site as well as the established setback of adjacent properties.
- d. Not Merely Special Privilege
 - i. The variation in setback is not a request for special privilege but a request for consideration to allow the petitioner to enjoy the rights that are currently afforded to the subject property and adjacent property.
- e. Code and Plan Purposes
 - i. The variation would not result in a development that would not be in harmony with the purpose of this code or the intent of the official comprehensive plan because the variation requested is already afforded to the existing building and to adjacent properties.
- f. Essential Character of the Area
 - i. The variation would not be materially detrimental, and would not increase congestion on public streets, would not increase danger of flood, would not impact public utilities, and would not endanger the public health of safety.
- g. No other Remedy
 - i. The variation allows the site development to meet the off street parking requirement. Due to the shape of the lot without this variation it would not be possible to meet the parking requirement.

3. The applicant is requesting that the maximum F.A.R. be increased from .35 to .40. This increase would be under the Max. F.A.R. of .50 in the surrounding O-2 District which surrounds the site on all sides.

- a. Unique Physical Condition
 - i. The site is a standalone B-1 surrounded by an O-2 district. It was previously rezoned to allow for a particular desired use that was not permitted in the O-2 district. The surrounding O-2 District has a F.A.R. of .50 permitted by the zoning code. It is reasonable that the proposed site be held to a similar guideline to that of the adjacent property.
- b. Not Self-Created
 - i. The site was rezoned by the previous property owner and was not self-created by the petitioner.
- c. Denied Substantial Rights
 - i. The carrying out of the strict letter of the provision from which the variation is sought would deprive the owner of the subject property of substantial rights

commonly enjoyed by the owners of other adjacent lots that remain zoned as O-2 which allows for a maximum F.A.R. of .50.

- d. Not Merely Special Privilege
 - i. The variation in F.A.R. is not a request for special privilege but a consideration to allow the petitioner to enjoy the rights that are afforded to the adjacent properties in the O-2 district with a maximum F.A.R of .50.
- e. Code and Plan Purposes
 - i. The variation would not result in a development that would not be in harmony with the purpose of this code or the intent of the official comprehensive plan because the variation requested is already afforded to adjacent properties in the O-2 district.
- f. Essential Character of the Area
 - i. The variation would not be materially detrimental, and would not increase congestion on public streets, would not increase danger of flood, would not impact public utilities, and would not endanger the public health of safety.
- g. No other Remedy
 - i. Without this variation the petitioner would have to reduce the building size by 25%.

4. The applicant is requesting that the parking lot setback in the front yard be reduced from 25' to 15' to match building setback variation.

- a. Unique Physical Condition
 - i. The front yard setback variation that is being requested will match the existing building setback to be redeveloped. The applicant is requesting that the variation be granted to allow parking to be maximized which is difficult due to a very odd shaped property configuration. This unique shape makes it difficult to obtain the required parking for the proposed development and use.
- b. Not Self-Created
 - i. The parking location would be following previously defined building line along North York Road. The odd shaped lot that makes efficient parking difficult is not the result of any action by the petitioner.
- c. Denied Substantial Rights
 - i. The carrying out of the strict letter of the provision from which the variation is sought would deprive the owner of the subject property rights that were previously afforded to the site development with the existing building on the site as well as the established setback of adjacent properties.
- d. Not Merely Special Privilege
 - i. The variation in setback is not a request for special privilege but a request for consideration to allow the petitioner to enjoy the rights that are currently afforded to the subject property and adjacent property.

- e. Code and Plan Purposes
 - i. The variation would not result in a development that would not be in harmony with the purpose of this code or the intent of the official comprehensive plan because the variation requested is already afforded to the existing building and to adjacent properties.
 - f. Essential Character of the Area
 - i. The variation would not be materially detrimental, and would not increase congestion on public streets, would not increase danger of flood, would not impact public utilities, and would not endanger the public health of safety.
 - g. No other Remedy
 - i. The variation allows the site development to meet the off street parking requirement. Due to the shape of the lot without this variation it would not be possible to meet the parking requirement.
- 5. The applicant is requesting that the required 10' landscape buffer be removed to accommodate the odd shape lot and allow for a double loaded parking isle to run to the back of the property.**
- a. Unique Physical Condition
 - i. The applicant is requesting that the Landscape buffer variation be granted to allow parking to be maximized which is difficult due to a very odd shaped property configuration. This unique shape makes it difficult to obtain the required parking for the proposed development and use.
 - b. Not Self-Created
 - i. The odd shaped lot that makes efficient parking difficult is not the result of any action by the petitioner.
 - c. Denied Substantial Rights
 - i. The carrying out of the strict letter of the provision from which the variation is sought would deprive the petitioner of the ability to provide adequate parking.
 - d. Not Merely Special Privilege
 - i. The variation in Landscape buffer is not a request for special privilege but a request for consideration due to the odd shaped lot.
 - e. Code and Plan Purposes
 - i. The variation would not result in a development that would not be in harmony with the purpose of this code or the intent of the official comprehensive plan because the variation requested is already afforded to the existing building and to adjacent properties.
 - f. Essential Character of the Area
 - i. The variation would not be materially detrimental, and would not increase congestion on public streets, would not increase danger of flood, would not impact public utilities, and would not endanger the public health of safety.
 - g. No other Remedy

- i. The variation allows the site development to meet the off street parking requirement. Due to the shape of the lot without this variation it would not be possible to meet the parking requirement.

Hinsdale Animal Hospital (# 101-15)

Property Owners within 250 ft of site (724 N York Rd – Hinsdale, IL 60521):

<u>PIN</u>	<u>Address</u>	<u>Owner</u>
09 01 202 002	110 Ogden Ave	Nicole Zreczny Trust 43 Crescent Dr - Glencoe, IL 60022
09 01 202 003	120 E Ogden Ave	120 E Ogden Ave LLC 21 Spinning Wheel – Hinsdale, IL 60521
09 01 202 004	120 E Ogden Ave	120 E Ogden Ave LLC 21 Spinning Wheel – Hinsdale, IL 60521
09 01 202 012	Fuller Rd	120 E Ogden Ave LLC 21 Spinning Wheel – Hinsdale, IL 60521
09 01 202 013	120 E Ogden Ave	120 E Ogden Ave LLC 21 Spinning Wheel - Hinsdale, IL 60521
02 01 202 011	117 E Fuller Rd	Michael & Alice Kuhn 117 E Fuller Rd – Hinsdale, IL 60521
09 01 202 015	806 N York Rd	Cassie Yen 806 N York Rd - Hinsdale, IL 60521
09 01 202 016	736 York Rd	TMS Health LLC 3161 Burlington Ave – Lisle, IL 60004
09 01 202 018	218 Fuller Rd	Robert Brockman 724 N York Rd – Hinsdale, IL 60521
09 01 202 019	718 N York Rd	Carlo Enterprises PO Box 607 – Hinsdale, IL 60521
09 01 202 020	710 N York Rd	HMH LP 710 N York Rd – Hinsdale, IL 60521
09 01 202 021	150 E Ogden Ave	150 E Ogden Ave LLC – 17W474 Earl Ct – Darien, IL 60561
09 01 202 022	133 Fuller Rd	Robert Brockman 724 N York Rd – Hinsdale, IL 60521
09 01 202 023	133 Fuller Rd	Joan W Mancini 133 Fuller Rd - Hinsdale, IL 60521
09 01 209 007	777 N York Rd	Hathaway Equities LLC 830 S Buffalo Grove Rd-Buf Grv 60089
09 01 209 010	777 N York Rd	Hathaway Equities LLC 830 S Buffalo Grove Rd-Buf Grv 60089
09 01 209 011	777 N York Rd	Hathaway Equities LLC 830 S Buffalo Grove Rd-Buf Grv 60089
09 01 209 031	777 N York Rd	Hathaway Equities LLC 830 S Buffalo Grove Rd-Buf Grv 60089
09 01 209 032	777 N York Rd	Hathaway Equities LLC 830 S Buffalo Grove Rd-Buf Grv 60089
09 01 209 020	701 N York Rd	Ruth H Larsen 701 N York Rd – Hinsdale, IL 60521
09 01 209 021	207 Fuller Rd	James & FJ Paracsil 536 N Thompson Rd-Apopka, FL 32712
09 01 209 022	211 Fuller Rd	Jacob & Suja Matthew 607 Walker Rd – Hinsdale, IL 60521



AGENDA ITEM # 8a

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1619

MEETING DATE: January 10, 2017

FROM: Darrell Langlois, Assistant Village Manager/Finance Director *DL*

Recommended Motion

Move to approve payment of the accounts payable for the period of December 13, 2016 through January 10, 2017 in the aggregate amount of \$1,092,149.90 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 #1619 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 #1619

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1619

FOR PERIOD December 13, 2016 through January 10, 2017

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$ 1,092,149.90 reviewed and approved by the below named officials.

APPROVED BY  DATE 1/6/17
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant #1619
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	346,223.50	169,643.13	515,866.63
Motor Fuel Tax Fund	23000		-	-
Capital Project Fund	45300	18,248.18	-	18,248.18
Water & Sewer Operations	61061	62,094.02	-	62,094.02
Water & Sewer Capital	61062			-
Escrow Funds	72100	132,239.25		132,239.25
Payroll Revolving Fund	79000	17,241.25	331,714.57	348,955.82
Library Operating Fund	99000	14,746.00		14,746.00
Total		590,792.20	501,357.70	1,092,149.90

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1619

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
12/16/2016	Village Payroll #25 - Calendar 2016	FWH/FICA/Medicare	93,263.07
12/29/2016	Village Payroll #26 - Calendar 2016	FWH/FICA/Medicare	\$ 108,614.04
Illinois Department of Revenue			
12/16/2016	Village Payroll #25 - Calendar 2016	State Tax Withholding	13,607.11
12/29/2016	Village Payroll #26 - Calendar 2016	State Tax Withholding	\$ 15,138.25
ICMA - 457 Plans			
12/16/2016	Village Payroll #25 - Calendar 2016	Employee Withholding	\$ 13,422.03
12/29/2016	Village Payroll #26 - Calendar 2016	Employee Withholding	\$ 14,490.08
HSA PLAN CONTRIBUTION			
12/16/2016	Village Payroll #25 - Calendar 2016	Employer/Employee Withholding	\$ 1,310.78
12/29/2016	Village Payroll #26 - Calendar 2016	Employer/Employee Withholding	\$ -
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 169,643.13
Illinois Municipal Retirement Fund		Employer/Employee	\$ 71,869.21
Total Bank Wire Transfers and ACH Payments			<u><u>\$ 501,357.70</u></u>

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Village of Hinsdale

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WARRANT REGISTER: 1619

DATE: 01/10/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE			
205001	AFLAC OTHER	121616000000000	\$317.52
205002	ALFAC OTHER	121616000000000	\$163.47
205003	AFLAC SLAC	121616000000000	\$74.35
Total for Check: 108499			\$555.34
I.U.O.E.LOCAL 150			
205007	LOCAL 150 UNION DUES	121616000000000	\$1,105.00
Total for Check: 108500			\$1,105.00
NATIONWIDE RETIREMENT SOL			
204995	USCM/PEBSO	121616000000000	\$1,330.00
204996	USCM/PEBSO	121616000000000	\$87.28
Total for Check: 108501			\$1,417.28
NATIONWIDE TRUST CO.FSB			
205004	PEHP UNION 150	121616000000000	\$358.02
205005	PEHPPD	121616000000000	\$555.55
205006	PEHP REGULAR	121616000000000	\$2,053.62
Total for Check: 108502			\$2,967.19
STATE DISBURSEMENT UNIT			
205008	CHILD SUPPORT	121616000000000	\$313.21
Total for Check: 108503			\$313.21
STATE DISBURSEMENT UNIT			
205009	CHILD SUPPORT	121616000000000	\$230.77
Total for Check: 108504			\$230.77
STATE DISBURSEMENT UNIT			
205010	CHILD SUPPORT	121616000000000	\$764.77
Total for Check: 108505			\$764.77
STATE DISBURSEMENT UNIT			
205011	CHILD SUPPORT	121616000000000	\$175.00
Total for Check: 108506			\$175.00
STATE DISBURSEMENT UNIT			
205012	CHILD SUPPORT	121616000000000	\$672.45
Total for Check: 108507			\$672.45
VILLAGE OF HINSDALE			
204997	MEDICAL REIMBURSEMENT	121616000000000	\$468.74
204998	DEP CARE REIMBURSEMENT	121616000000000	\$296.08
204999	MEDICAL REIMBURSEMENT	121616000000000	\$269.19
205000	DEP CARE REIMB.F/P	121616000000000	\$20.83
Total for Check: 108508			\$1,054.84

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DATE: 01/10/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
VSP ILLINOIS - 30048087			
204993	VSP SINGLE ALLEMPLOYEES	121616000000000	\$77.14
204994	VSP FAMILY ALL EMPLOYEES	121616000000000	\$236.80
Total for Check: 108509			\$313.94
AETNA			
205199	AMBULANCE FEE OVERPAYMENT	11/10/2016	\$452.36
Total for Check: 108510			\$452.36
AMERICAN EXPRESS			
205197	CREDIT CARD CHARGES	8-03003-12302016	\$26.00
205197	CREDIT CARD CHARGES	8-03003-12302016	\$120.00
205197	CREDIT CARD CHARGES	8-03003-12302016	\$2,472.86
205197	CREDIT CARD CHARGES	8-03003-12302016	\$253.40
205197	CREDIT CARD CHARGES	8-03003-12302016	\$45.73-
205197	CREDIT CARD CHARGES	8-03003-12302016	\$1,087.99
205197	CREDIT CARD CHARGES	8-03003-12302016	\$57.81
205197	CREDIT CARD CHARGES	8-03003-12302016	\$377.95
205197	CREDIT CARD CHARGES	8-03003-12302016	\$26.98
205197	CREDIT CARD CHARGES	8-03003-12302016	\$49.95
205197	CREDIT CARD CHARGES	8-03003-12302016	\$3,299.04
205197	CREDIT CARD CHARGES	8-03003-12302016	\$219.00
Total for Check: 108511			\$7,945.25
AT & T			
205200	VEECK PARK WP	63032338612	\$189.82
Total for Check: 108512			\$189.82
COMCAST			
205189	KLM	8771201110036807	\$104.85
205190	POLICE	8771201110036781	\$172.40
205191	WATER	8771201110036815	\$134.85
205192	VILLAGE HALL	8771201110036757	\$214.85
205193	POLICE AND FIRE	8771201110009242	\$54.87
205193	POLICE AND FIRE	8771201110009242	\$54.87
Total for Check: 108513			\$736.69
DUPAGE COUNTY CHIEFS OF			
205184	DUES FOR 2 EMPLOYEES	11222016	\$275.00
205184	DUES FOR 2 EMPLOYEES	11222016	\$275.00
Total for Check: 108514			\$550.00
DUPAGE RIVER/SALT CREEK			
205198	ANNUAL DUES	56-2543795	\$576.00
Total for Check: 108515			\$576.00
GIULIANOS			
205179	EMERGENCY MEALS	10122016	\$54.77

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DATE: 01/10/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
205180	EMERGENCY MEAL	12112016	\$73.74
205181	EMERGECEY SNOW MEAL	12162016	\$8.47
Total for Check: 108516			\$136.98
HOWARD, KATHY			
205186	KLM SECURITY DEPOSIT	EN161112	\$500.00
Total for Check: 108517			\$500.00
ILLINOIS ASSOCIATION OF			
205182	2017 DUES	11092016	\$220.00
205183	2017 DUES	1192016	\$95.00
Total for Check: 108518			\$315.00
KIENINGER. IAN			
205187	ACTIVITY CANCELLATION	150129	\$190.00
Total for Check: 108519			\$190.00
MOTOROLA SOLUTIONS			
205194	STARCOM 12/1-2/28	254948312016	\$306.00
Total for Check: 108520			\$306.00
NICOR GAS			
205188	350 N VINE	13270110003	\$260.68
Total for Check: 108521			\$260.68
SAMS CLUB #6384			
205178	ASSORTED SUPPLIES	6046002039006910	\$122.63
205178	ASSORTED SUPPLIES	6046002039006910	\$162.40
205178	ASSORTED SUPPLIES	6046002039006910	\$21.60
205178	ASSORTED SUPPLIES	6046002039006910	\$37.50
205178	ASSORTED SUPPLIES	6046002039006910	\$113.34
Total for Check: 108522			\$457.47
TRAFFIC CONTROL CORP			
205196	BATTERY FOR MADION SIGN	94587	\$360.00
Total for Check: 108523			\$360.00
VERIZON WIRELESS			
205185	MONTHLY FEE IPADS & MDTs	9776120643	\$548.12
Total for Check: 108524			\$548.12
I.U.O.E.LOCAL 150			
205283	LOCAL 150 UNION DUES	122916000000000	\$1,105.00
Total for Check: 108525			\$1,105.00
NATIONWIDE RETIREMENT SOL			
205278	USCM/PEBSO	122916000000000	\$1,330.00
205279	USCM/PEBSO	122916000000000	\$92.22

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Village of Hinsdale

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 108526	\$1,422.22
NATIONWIDE TRUST CO.FSB			
205280	PEHP UNION 150	122916000000000	\$358.02
205281	PEHPPD	122916000000000	\$518.35
205282	PEHP REGULAR	122916000000000	\$2,111.67
		Total for Check: 108527	\$2,988.04
STATE DISBURSEMENT UNIT			
205284	CHILD SUPPORT	122916000000000	\$313.21
		Total for Check: 108528	\$313.21
STATE DISBURSEMENT UNIT			
205285	CHILD SUPPORT	122916000000000	\$230.77
		Total for Check: 108529	\$230.77
STATE DISBURSEMENT UNIT			
205286	CHILD SUPPORT	122916000000000	\$764.77
		Total for Check: 108530	\$764.77
STATE DISBURSEMENT UNIT			
205287	CHILD SUPPORT	122916000000000	\$175.00
		Total for Check: 108531	\$175.00
STATE DISBURSEMENT UNIT			
205288	CHILD SUPPORT	122916000000000	\$672.45
		Total for Check: 108532	\$672.45
110 S BRUNER ST LLC			
205165	STMWR BD 110 S BRUNER	22445	\$6,489.00
		Total for Check: 108533	\$6,489.00
A & M AUTO PARTS			
205107	BLUE DEF FLUID AND OIL	406794	\$28.64
		Total for Check: 108535	\$28.64
ABC COMMERCIAL MAINT SERV			
205028	KLM CLEANING	109	\$825.00
205305	KLM CLEANING	108	\$1,836.00
		Total for Check: 108536	\$2,661.00
AIR ONE EQUIPMENT			
205108	CALIBRATION MAZ MAT METER	118098	\$48.85
205150	HYDRO TEST	117950	\$195.00
205151	HELMET	117978	\$241.69
205296	HALYARD ROPE	118119	\$188.79
205330	4 RED VINYL TARPS	118384	\$380.00
		Total for Check: 108537	\$1,054.33

108534
Cancelled

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
ALLIED 100			
205120	4 ADULT AED PADS & BATTERY	750839	\$422.04
Total for Check: 108538			\$422.04
ALPHA BUILDING MAINTENANC			
205404	CUSTODIAL SERVICES	17334VH	\$777.00
205404	CUSTODIAL SERVICES	17334VH	\$1,678.00
205404	CUSTODIAL SERVICES	17334VH	\$1,886.00
205404	CUSTODIAL SERVICES	17334VH	\$534.00
Total for Check: 108539			\$4,875.00
AMERICAN LITHOGRAPHY			
205233	WINTER/SPRING BROCHURES	2511002-01	\$4,261.00
Total for Check: 108540			\$4,261.00
ANDRES MEDICAL BILLING LT			
205092	MONTHLY FEES-NOVEMBER	139261	\$2,640.55
Total for Check: 108541			\$2,640.55
ARAMARK UNIFORM SERVICES			
205060	FLOOR MATS AND TOWELS	2080849187	\$65.88
205060	FLOOR MATS AND TOWELS	2080849187	\$21.53
205060	FLOOR MATS AND TOWELS	2080849187	\$135.00
205060	FLOOR MATS AND TOWELS	2080849187	\$13.17
205061	FLOOR MATS	2080849186	\$79.80
205132	FLOOR MATS	2080840247	\$79.80
205133	FLOOR MATS AND TOWELS	2080840248	\$65.88
205133	FLOOR MATS AND TOWELS	2080840248	\$21.53
205133	FLOOR MATS AND TOWELS	2080840248	\$135.00
205133	FLOOR MATS AND TOWELS	2080840248	\$13.17
205217	FLOOR MATS	2080858115	\$79.80
205218	FLOOR MATS AND SHOP TOWEL	2080858116	\$65.88
205218	FLOOR MATS AND SHOP TOWEL	2080858116	\$21.53
205218	FLOOR MATS AND SHOP TOWEL	2080858116	\$135.00
205218	FLOOR MATS AND SHOP TOWEL	2080858116	\$13.17
205321	FLOOR MATS	002080792966	\$79.80
205322	FLOOR MATS	002080783177	\$79.80
205327	FLOOR MATS	002080812514	\$79.80
205339	FLOOR MATS	002080867035	\$79.80
205340	FLOOR MATS AND TOWELS	002080867036	\$65.88
205340	FLOOR MATS AND TOWELS	002080867036	\$21.53
205340	FLOOR MATS AND TOWELS	002080867036	\$135.00
205340	FLOOR MATS AND TOWELS	002080867036	\$13.17
Total for Check: 108542			\$1,500.92
ATLAS BOBCAT LLC			
205139	BOBCAT WIPER BLADE #93	BD0898	\$25.96

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
205225	SALT BIN TARP	BD0907	\$168.88
205290	HYD. COUPLER FITTING #92	BD1097	\$55.19
	Total for Check:	108543	\$250.03
AWARD EMBLEM MFG CO INC			
205337	DESK NAME PLATE	396773	\$43.05
	Total for Check:	108544	\$43.05
AWARDING YOU			
205115	LIFESAVING AWARD PLAQUES	55615	\$238.00
	Total for Check:	108545	\$238.00
B&B HOLIDAY DEOCORATING			
205159	HOLIDAY LIGHTING CONTRACT	1789	\$25,376.00
	Total for Check:	108546	\$25,376.00
BACKGROUNDS ONLINE			
205090	FINANCE BACKGROUND CHECKS	475769	\$106.45
	Total for Check:	108547	\$106.45
BAYIT BUILDERS			
205162	STMWR BD3 N VINE	22346	\$7,451.00
	Total for Check:	108548	\$7,451.00
BIO-TRON, INC.			
205338	MAINTENANCE ON MONITORS	36694	\$190.00
	Total for Check:	108549	\$190.00
BRADFORD AND KENT			
205262	CONT BD 637 S MONROE	23674	\$2,400.00
	Total for Check:	108550	\$2,400.00
BRADFORD AND KENT			
205263	CONT BD 711 S WASHINGTON	23481	\$2,000.00
	Total for Check:	108551	\$2,000.00
BUECHE, JEAN			
205289	TUITION REIMBURSEMENT	1272016	\$1,185.79
	Total for Check:	108552	\$1,185.79
BUTTREY RENTAL SERVICE IN			
205219	HEATER RENTAL VEECK CSO	231762	\$712.64
205220	PROPANE VEECK CSO HEATER	231894	\$98.64
205291	FORKLIFT MAN	232040	\$50.00
	Total for Check:	108553	\$861.28
CALEA			
205324	SHIPPING CHARGE	INV24035	\$0.50

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Village of Hinsdale

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WARRANT REGISTER: 1619

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
205344	NAMEPLATES	INV24035	\$64.50
		Total for Check: 108554	\$65.00
CALLAHAN, CHRISTINE			
205259	CONT BD 633 W CHICAGO	23482	\$900.00
		Total for Check: 108555	\$900.00
CALLAHAN, CHRISTINE			
205260	CONT BD 633 W CHICAGO	23756	\$500.00
		Total for Check: 108556	\$500.00
CATCHING FLUID POWER			
205226	HYD. HOSE CRIMP FITTINGS	6128792	\$8.96
		Total for Check: 108557	\$8.96
CDW-GOVERNMENT INC.			
205271	USB MICROPHONE DESKTOP	GDJ8391	\$19.50
		Total for Check: 108558	\$19.50
CEDAR CONSTRUCTION			
205316	CONT BD 18 E HINSDALE	23815	\$500.00
		Total for Check: 108559	\$500.00
CHICA MARKET PLACE			
205051	STMWR BD 909 S MADISON	20544	\$2,903.00
		Total for Check: 108560	\$2,903.00
CHICA MARKET PLACE			
205052	ST MGMT 909 S MADISON	20543	\$3,000.00
		Total for Check: 108561	\$3,000.00
CITYTECH USA, INC			
205089	ANNUAL MEMBERSHIP	2842	\$390.00
		Total for Check: 108562	\$390.00
CLARENDON HILLS PARK DIST			
205038	TOT ROCK/KID ROCK	12032016	\$212.00
		Total for Check: 108563	\$212.00
COLLEY ELEVATOR COMPANY			
205318	ELEVATOR REPAIR	156983	\$206.00
		Total for Check: 108564	\$206.00
COMED			
205398	LIGHTS IN THE WOODLANDS	1107024145	\$21.30
		Total for Check: 108565	\$21.30
COMMERCIAL COFFEE SERVICE			

WARRANT REGISTER: 1619

DATE: 01/10/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
205272	COFFEE	138412	\$112.50
205317	2 BOXES OF COFFEE	200722	\$75.00
Total for Check: 108566			\$187.50
COMMUNICATIONS DIRECT			
205157	5 BATTERIES FOR PAGERS	15067	\$89.58
Total for Check: 108567			\$89.58
COMPASS MINERALS AMERICA			
205308	SALT	71566226	\$7,762.55
205310	SALT	71567048	\$1,926.23
Total for Check: 108568			\$9,688.78
CONSTELLATION NEWENERGY			
205403	GAS	0036880165	\$487.89
205403	GAS	0036880165	\$487.89
205403	GAS	0036880165	\$1,086.35
205403	GAS	0036880165	\$834.43
205403	GAS	0036880165	\$282.14
205403	GAS	0036880165	\$987.65
Total for Check: 108569			\$4,166.35
COOK COUNTY RECORDER			
205146	RECORDATION OF PERMIT DOC	30410312016D	\$356.00
Total for Check: 108570			\$356.00
COOK COUNTY WASTE & RECYL			
205079	LEAF HAULING	6520	\$980.00
Total for Check: 108571			\$980.00
COURTNEYS SAFETY LANE			
205170	SAFETY INSPECTION M-84	8221	\$35.00
Total for Check: 108572			\$35.00
CR REALTY ADVISORS LLC			
205045	CONT BD 5511 S GARFIELD	23149	\$10,000.00
Total for Check: 108573			\$10,000.00
CR REALTY ADVISORS LLC			
205049	ST MGMT 511 S GARFIELD	23148	\$3,000.00
Total for Check: 108574			\$3,000.00
CRITICAL REACH			
205123	2017 FEE	17-227	\$285.00
Total for Check: 108575			\$285.00
DAMEN FREEZERS			
205053	CONT BD 909 S MADISON	18588	\$1,000.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 108576	\$1,000.00
DARLEY			
205334	LIGHT SOCKET FOR T84	17267785	\$10.91
		Total for Check: 108577	\$10.91
DEJANA INDUSTRIES INC.			
205303	STREET SWEEPING	50326	\$8,413.78
		Total for Check: 108578	\$8,413.78
DOCU-SHRED, INC.			
205129	2 CONTAINERS	39344	\$80.00
205326	2 CONTAINERS	39381	\$80.00
		Total for Check: 108579	\$160.00
DOOR SYSTEMS, INC.			
205270	GARAGE DOOR REPAIR	831735	\$286.25
		Total for Check: 108580	\$286.25
DUPAGE COUNTY DIV OF			
205241	PARK SIGNS	3671	\$291.13
		Total for Check: 108581	\$291.13
DYNEGY ENERGY SERVICES			
205400	TRANSFORMER	147029716121	\$1,880.66
205401	908 ELM	147029616121	\$179.60
		Total for Check: 108582	\$2,060.26
EASTERN ILLINOIS UNIV			
205114	2ND INSTALLMENT	270245/522068	\$925.00
		Total for Check: 108583	\$925.00
ELIA, TERRY			
205411	IMRF DEC 2016 OVERPAYMENT	12012016	\$767.34
		Total for Check: 108584	\$767.34
EMERALD HOMES			
205163	CONT BD 617 S STOUGH	23323	\$1,500.00
		Total for Check: 108585	\$1,500.00
ETP LABS, INC			
205140	MONTHLY BACTERIA SAMPLES	16-132050	\$192.00
		Total for Check: 108586	\$192.00
EVERGREEN BANK			
205160	CONT BD 1 GRANT SQUARE	23510	\$10,000.00
		Total for Check: 108587	\$10,000.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
EXCELL FASTENER SOLUTIONS			
205104	HARDWARE	7878	\$106.12
205105	HARDWARE	7845	\$189.75
Total for Check: 108588			\$295.87
EXPERT CHEMICAL & SUPPLY			
205084	UNIFORM ALLOWANCE	839201	\$66.00
205084	UNIFORM ALLOWANCE	839201	\$283.00
205084	UNIFORM ALLOWANCE	839201	\$29.00
205084	UNIFORM ALLOWANCE	839201	\$191.00
205084	UNIFORM ALLOWANCE	839201	\$126.00
205238	UNIFORM ALLOWANCE	839291	\$70.00
205238	UNIFORM ALLOWANCE	839291	\$70.00
205238	UNIFORM ALLOWANCE	839291	\$200.00
Total for Check: 108589			\$1,035.00
FACTORY MOTOR PARTS CO			
205065	OIL/AIR FILTERS FOR M84	50-1494806	\$145.12
205066	HUB AND BEARING FOR #836	50-1493632	\$393.68
205103	BRAKE PADS/ROTORS #836	50-1495015	\$137.69
Total for Check: 108590			\$676.49
FEINSTEIN, LINDA			
205253	PRE PLAN REVIEW NOT DONE	32060	\$120.00
Total for Check: 108591			\$120.00
FIRE ENGINEERING MAG			
205106	ANNUAL SUBSCRIPTION FEE	651768020	\$28.64
Total for Check: 108592			\$28.64
FIREGROUND SUPPLY, INC.			
205109	BUNKER BOOTS	16603	\$325.00
Total for Check: 108593			\$325.00
FIRESTONE STORES			
205118	NEW TIRES #36	115892	\$459.36
205130	NEW TIRES #33	115929	\$426.08
Total for Check: 108594			\$885.44
FLORZAK, ROBIN			
205058	TICKET VOID 310209	310209	\$25.00
Total for Check: 108595			\$25.00
FRED GLINKE PLUMBING AND			
205171	REPLACE GAS VALVE WR TANK	32499	\$177.50
205171	REPLACE GAS VALVE WR TANK	32499	\$177.50
Total for Check: 108596			\$355.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
FULLER, CATHERINE			
205243	REPAIRED PET FENCE	11232016	\$208.15
Total for Check: 108597			\$208.15
GA MAVON INC			
205394	RETURNED UNUSED PERMITS	R254 R260 R289	\$540.00
Total for Check: 108598			\$540.00
GALLS			
205119	FLASHLIGHT WAND	006533295	\$6.30
205313	UNIFORMS	006543795	\$37.23
Total for Check: 108599			\$43.53
GARY JOHNSTON			
205125	NOVEMBER TRUCK PERMITS	1211	\$124.38
205126	OCTOBER TRUCK PERMIT FEES	121116	\$55.80
205127	SEPTEMBER TRUCK PERMITS	12112016	\$56.70
Total for Check: 108600			\$236.88
GATEWAY SRA			
205034	ANNUAL GATEWAY CONTRIB	12072016	\$36,471.80
Total for Check: 108601			\$36,471.80
GLASER, ANNE AND SCOTT			
205042	CONT BD	23711	\$1,200.00
Total for Check: 108602			\$1,200.00
GRAINGER, INC.			
205136	HEATING PARTS HIGHLAND ST	9291002195	\$310.26
205138	KLM LODGE MOTOR	9290340299	\$205.56
205275	B BOX REPAIR	9306709206	\$39.74
205276	YOUTH CENTER HVAC	9311049069	\$171.18
205333	SEAL & BALL KIT PUMP T84	9312652093	\$177.44
Total for Check: 108603			\$904.18
GRANT, ROSEMARY			
205166	KLM SECURITY DEPOSIT	EN161211	\$450.00
Total for Check: 108604			\$450.00
GREEN GRASS, INC			
205255	CONT BD 415 THE LANE	23775	\$500.00
205256	CONT BD 19 N STOUGH	23645	\$800.00
205257	CONT BD 618 N WASHINGTON	23714	\$1,000.00
205258	CONT BD 843 S WASHINGTON	23466	\$3,000.00
Total for Check: 108605			\$5,300.00
HAGARTY, JON R			
205057	TICKET VOID 010200103587	010200103587	\$25.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 108606	\$25.00
HANZEL, SAMANTHA			
205329	MILEAGE REIMBURSEMENT	12292016	\$77.22
		Total for Check: 108607	\$77.22
HD SUPPLY WATERWORKS,LTD			
205067	INTERIGATOR GUN REPAIR	G238774	\$465.00
205068	METER REPLACEMENT PROGRAM	G489502	\$1,778.00
205069	TAPPING BRASS/B-BOXES	G489525	\$3,064.20
205070	TAPPING/REPAIR CLAMPS	G489607	\$608.72
205298	TAPPING CLAMPS	G536085	\$311.27
		Total for Check: 108608	\$6,227.19
HENEHAN, MIKE			
205099	UNIFORM ALLOWANCE	11282016	\$99.33
		Total for Check: 108609	\$99.33
HOLLAND HARDWARE			
205080	BUILDINGS HARDWARE	008660	\$8.63
		Total for Check: 108610	\$8.63
HOVING PIT STOP			
205341	KLM PORTABLES	151027	\$362.00
		Total for Check: 108611	\$362.00
HOWARD PROPERTIES			
205043	CONT BD 143 THE LANE	22995	\$10,000.00
		Total for Check: 108612	\$10,000.00
HOWARD PROPERTIES			
205047	ST MGMT143 THE LANE	22996	\$3,000.00
		Total for Check: 108613	\$3,000.00
HOWARD PROPERTIES			
205164	STMWR BD 205 E THIRD	21964	\$9,727.00
		Total for Check: 108614	\$9,727.00
HUFF & HUFF INC			
205029	FUEL PUMP EVALUATION	0729061	\$1,456.00
		Total for Check: 108615	\$1,456.00
I/O SOLUTIONS			
205408	FD ENTRY LEVEL PROCESS	C38490A	\$2,390.00
		Total for Check: 108616	\$2,390.00
ILLINOIS SHOTOKAN KARATE			
205306	KARATE	365	\$2,403.20

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 108617	\$2,403.20
INDUSTRIAL ELECTRIC			
205156	1/2 INCH RIGID CONNECTION	245712	\$3.70
205228	GROUND ROD FOR DALEWOOD	246065	\$16.36
205274	LAMPS LED VILLAGE HALL	246064	\$76.00
		Total for Check: 108618	\$96.06
INTERNATIONAL EXTERMINATO			
205273	PEST CONTROL	121355360	\$273.00
		Total for Check: 108619	\$273.00
INTERSTATE BATTERY SYSTEM			
205240	BATTERY FOR #1	24024425	\$255.90
		Total for Check: 108620	\$255.90
INTERSTATE BILLING SERVIC			
205082	MIRROR FOR #7	3003400875	\$279.55
205083	WINDSHIELD WASHER FOR #9	3004214247	\$47.87
		Total for Check: 108621	\$327.42
IPELRA			
205093	SEMINAR	12142016	\$135.00
		Total for Check: 108622	\$135.00
IRMA			
205299	2017 CONTRIBUTION	2017	\$11,418.58
205299	2017 CONTRIBUTION	2017	\$26,938.58
205299	2017 CONTRIBUTION	2017	\$23,058.58
205299	2017 CONTRIBUTION	2017	\$19,939.17
205299	2017 CONTRIBUTION	2017	\$3,851.12
205299	2017 CONTRIBUTION	2017	\$11,071.97
205299	2017 CONTRIBUTION	2017	\$48,154.00
205299	2017 CONTRIBUTION	2017	\$14,746.00
		Total for Check: 108623	\$159,178.00
J G UNIFORM & CAREER			
205128	VEST CARRIER	43753	\$125.00
		Total for Check: 108624	\$125.00
J P COOKE CO.			
205300	ANIMAL LICENSES	429086	\$376.21
		Total for Check: 108625	\$376.21
JANES BLUE IRIS LTD			
205395	OVERPMT OF PERMITS	00573917	\$60.00
		Total for Check: 108626	\$60.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
JEMS			
205149	ANNUAL SUBSCRIPTION 2017	651768102	\$19.99
		Total for Check: 108627	\$19.99
JIM MANGANIELLO			
205265	METER READING STATEMENT	DEC 2016 READING	\$352.50
		Total for Check: 108628	\$352.50
JOHNSON, SHAWN			
205062	UNIFORM ALLOWANCE	12102016	\$100.00
		Total for Check: 108629	\$100.00
JSN CONTRACTORS SUPPLY			
205063	TRASH PUMP/JULIE PAINT	80499	\$446.60
		Total for Check: 108630	\$446.60
JURGENSON, TAMARA			
205048	ST MGMT 531 RAVINE	23772	\$3,000.00
		Total for Check: 108631	\$3,000.00
K-FIVE CONSTRUCTION CORP			
205134	HOT PATCH	3381MB	\$187.78
205135	HOT PATCH	3408MB	\$234.95
		Total for Check: 108632	\$422.73
KARAT JEWELRY GROUP INC			
205046	CONT BD 9 E FIRST ST	23801	\$500.00
		Total for Check: 108633	\$500.00
KENNETH COMPANY			
205037	KLM PATIO RELACEMENT	12052016	\$18,274.05
		Total for Check: 108634	\$18,274.05
KIESLER POLICE SUPPLY			
205039	RANGE AMMO SUPPLIES	0812770	\$726.25
		Total for Check: 108635	\$726.25
KOCHARI, SAMUEL			
205167	OVERP[AID WATER ACCOUNT	1500229	\$139.14
		Total for Check: 108636	\$139.14
KOLLROSS, MELINDA			
205264	CONT BD 330 W 57TH	23783	\$500.00
		Total for Check: 108637	\$500.00
KROESCHELL SERVICE, INC			
205235	VILLAGE HALL HVAC REPAIR	56567	\$592.00
205236	VILLAGE HALL HVAC REPAIR	56579	\$1,036.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
205237	BOILER PRESENTATION	56578	\$2,960.00
		Total for Check: 108638	\$4,588.00
KUEHN, JILL			
205392	YOGA INSTRUCTION	12212016	\$280.00
		Total for Check: 108639	\$280.00
LITGEN CONCRETE CUTTING			
205244	2016 ROADWAY PROJECT	188989	\$2,180.00
		Total for Check: 108640	\$2,180.00
LOPEZ, R. AMELIA			
205261	CINT BD 315 HAMPTON PLACE	23292	\$750.00
		Total for Check: 108641	\$750.00
MABAS DIV 10 TRAINING			
205155	ANNUAL DUES FOR 2017	11162016	\$4,750.00
		Total for Check: 108642	\$4,750.00
MCMAHON MAINTENANCE INC			
205239	WINDOWS VILLAGE HALL	17249	\$2,650.00
205245	GUTTER/ROOF CLEANING	17222	\$655.00
		Total for Check: 108643	\$3,305.00
MCNAUGHTON DEVELOPMENT			
205314	ST MGMT 510 WOODLAND	23160	\$3,000.00
205315	CONT BD 510 WOODLAND	23161	\$10,000.00
		Total for Check: 108644	\$13,000.00
MDR DEVELOPMENT			
205054	CONT BD 909 S MADISON	21297	\$10,000.00
		Total for Check: 108645	\$10,000.00
MDR DEVELOPMENT			
205055	STMWR BD	21298	\$3,837.25
		Total for Check: 108646	\$3,837.25
MEDICOM REIMBURSEMENT			
205141	HOME VISITS	5491	\$12.00
		Total for Check: 108647	\$12.00
MENNON RUBBER & SAFETY			
205227	WINTER GLOVES-ICE RINK	25178	\$198.48
		Total for Check: 108648	\$198.48
MIDWEST INTERSTATE ELECTR			
205098	COMP NETWORK CABLES	93256	\$975.00
		Total for Check: 108649	\$975.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
MIKOLS/WEHRLI LLC			
205056	STMWR BD 520 W FOURTH	21672	\$6,282.00
		Total for Check: 108650	\$6,282.00
MORELL, THOMAS			
205252	REFUND AMBULANCE FEES	16-0883 5/26/16	\$861.00
		Total for Check: 108651	\$861.00
MOTOROLA SOLUTIONS			
205269	STARCOM FEES DECEMBER	26575103116	\$34.00
		Total for Check: 108652	\$34.00
MURILLO, MARISOL			
205292	KLM SECURITY DEPOSIT	EN170916	\$250.00
		Total for Check: 108653	\$250.00
NAPA AUTO PARTS			
205100	BLOWER MOTOR RESIST. #34	467070	\$28.99
205101	HOSE CRIMPER	466367	\$159.00
205102	AIRE HOSE FERRULES	467015	\$4.90
205221	ALTERNATOR #32	468939	\$381.00
205222	DEF FLUID FOR #7	468544	\$40.00
205223	BULB FOR #8	468171	\$23.99
205224	BULB FOR #92	468178	\$11.38
		Total for Check: 108654	\$649.26
NEOPOST USA INC			
205249	POSTAGE SEAL	15012437	\$170.00
		Total for Check: 108655	\$170.00
NEW CONCEPT SERVICES, INC			
205234	SNOW REMOVAL	2207	\$450.00
		Total for Check: 108657	\$450.00
NEW PIG			
205169	HAZ MAT SPILL SUPPLIES	22042123	\$184.90
		Total for Check: 108658	\$184.90
NICOR GAS			
205247	VILLAGE HALL	4737011000	\$832.04
		Total for Check: 108659	\$832.04
NIKISCHER, RALPH			
205085	SMOKE CESSATION TRAINING	10042016	\$250.00
205229	BNSF CONTRACTOR TRAINING	20313751551	\$60.00
		Total for Check: 108660	\$310.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
O'BRIEN, CARLYNN			
205161	CONT BD 423 MILLS STREET	23661	\$500.00
Total for Check: 108661			\$500.00
OLENEC, KAY			
205050	CONT BD 5771 FOXGATE	23653	\$2,000.00
Total for Check: 108662			\$2,000.00
OZINGA			
205030	YARD BIN BLOCKS	49938	\$1,200.00
205031	YARD BIN BLOCKS	49939	\$1,200.00
205032	YARD BIN BLOCKS	49940	\$420.00
205035	YARD BIN BLOCKS	50556	\$200.00
205036	YARD BIN BLOCKS	50654	\$250.00
Total for Check: 108663			\$3,270.00
PERSONNEL STRATEGIES LLC			
205116	ORAL INTERVIEWS PD	12082016	\$1,500.00
205117	ASSESSMENT	12052016	\$1,250.00
Total for Check: 108664			\$2,750.00
PHILLIPS FLORIST			
205174	FLOWERS	0256835	\$110.95
205175	FLOWERS	0260610	\$62.95
205176	FLOWERS	0258907	\$60.95
Total for Check: 108665			\$234.85
PJESKY, SCOTT			
205097	WOODLAND PH 3 LANDSCAPE	10162016	\$2,750.00
Total for Check: 108666			\$2,750.00
POMPS TIRE SERVICE, INC.			
205075	DRIVE TIRE FOR #5	470039969	\$443.98
205076	L/F STEER TIRE FOR #30	470040964	\$314.83
205077	TIRE SWAP/NEW STEER #9	470040291	\$789.34
Total for Check: 108667			\$1,548.15
PRAXAIR DISTRIBUTION, INC			
205111	CYLINDER RENTAL	75106409	\$65.10
Total for Check: 108668			\$65.10
PRESCIENT SOLUTIONS INC			
205095	MONTHLY IT FEES	1216044	\$14,666.00
205113	MONTHLY IT FEES	1116045	\$14,666.00
Total for Check: 108669			\$29,332.00
RAINBOW FARMS ENTERPRISES			
205064	WOODCHIP HAULING	34393	\$500.00

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		Total for Check: 108670	\$500.00
RAY O'HERRON CO INC			
205345	UNIFORMS	1671487-IN	\$560.64
		Total for Check: 108671	\$560.64
READY REFRESH BY NESTLE			
205091	BOTTLED WATER	06K0120706023	\$45.88
		Total for Check: 108672	\$45.88
RED WING SHOE STORE			
205078	UNIFORM ALLOWANCE	000000005-045	\$301.49
205172	UNIFORM ALLOWANCE	8-FDS045	\$229.48
205173	UNIFORM ALLOWANCE	9-FDS045	\$251.98
		Total for Check: 108673	\$782.95
REGIONAL TRUCK EQUIPMENT			
205073	PIVOT PIN KIT	203931	\$64.12
205074	ANGLE CYLINDER PLOW #65	203892	\$215.27
		Total for Check: 108674	\$279.39
RICH ROEHN			
205087	OT MEALS FOR SNOW 12/10	12112016	\$89.38
		Total for Check: 108675	\$89.38
ROBERTA WENTLING			
205158	MUSIC CLASS INSTRUCTION	12072016	\$1,142.40
		Total for Check: 108676	\$1,142.40
ROMEOVILLE FIRE ACADEMY			
205331	INSTRUCTOR II	2016-730	\$330.00
		Total for Check: 108677	\$330.00
ROTARY CLUB OF HINSDALE			
205122	OCT, NOV, DEC PD LUNCHES	10012016	\$208.00
		Total for Check: 108678	\$208.00
RUSSO POWER EQUIPMENT			
205071	MARKERS	3638220	\$89.00
205072	SNOW SHOVELS	3638203	\$113.98
		Total for Check: 108679	\$202.98
SCHROEDER & SCHROEDER, IN			
205168	2015 50/50 SIDEWALK	4937	\$13,110.03
		Total for Check: 108680	\$13,110.03
SERVICE FORMS & GRAPHICS			
205342	FORMS	159258	\$102.92

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 108681	\$102.92
SEYFARTH SHAW LLP			
205294	LEGAL	2694684	\$183.00
		Total for Check: 108682	\$183.00
SHI INTERNATIONAL CORP			
205094	REPLACEMENT LAPTOP PC	B05836697	\$1,180.00
		Total for Check: 108683	\$1,180.00
STARFISH AQUATICS INSTITU			
205304	LIFEGUARD BOOKS	13910	\$350.00
		Total for Check: 108684	\$350.00
STREICHERS			
205268	5 BOXES OF SAFE BLANKS	I1239057	\$71.60
		Total for Check: 108685	\$71.60
T2 SYSTEMS			
205343	AGREEMENT	F008161	\$1,575.00
		Total for Check: 108686	\$1,575.00
TASER INTERNATIONAL			
205325	48 TASER CARTRIDGES	SI1463956	\$1,548.09
		Total for Check: 108687	\$1,548.09
TERRACE SUPPLY CO			
205231	TORCH KIT W/ REGULATORS	70316243	\$479.40
		Total for Check: 108688	\$479.40
THE HINSDALEAN			
205396	NOTICE OF PUBLIC HEARING	46426	\$172.80
205397	NOTICE OF PUBLIC HEARING	46427	\$166.40
		Total for Check: 108689	\$339.20
THE LAW OFFICES OF			
205277	LEGAL	H122222016	\$100.00
		Total for Check: 108690	\$100.00
THE STATE FIRE MARSHAL			
205096	PD ELEVATOR CERTIFICATE	5125070113	\$125.00
205145	CERTIFICATES	5217079049	\$125.00
205145	CERTIFICATES	5217079049	\$125.00
205145	CERTIFICATES	5217079049	\$125.00
205145	CERTIFICATES	5217079049	\$125.00
		Total for Check: 108691	\$625.00
THIRD MILLENIUM			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
205399	UTILITY BILLING DECEMBER	20177	\$1,086.53
		Total for Check: 108692	\$1,086.53
THOMSON REUTERS WEST			
205124	NOVEMBER CLEAR CHARGES	835164347	\$174.28
		Total for Check: 108693	\$174.28
TOSHIBA BUSINESS			
205112	COPIER EXPENSES KLM	13202008	\$106.00
		Total for Check: 108694	\$106.00
TP LASER CONSTRUCTION INC			
205044	CONT BD 907 N ELM STE 200	23723	\$10,000.00
		Total for Check: 108695	\$10,000.00
TPI BLDG CODE CONSULTANT			
205033	PLUMBING INSPECTIONS	201611	\$1,950.00
		Total for Check: 108696	\$1,950.00
TRANE			
205242	HVAC FILTERS KLM	1794817	\$92.40
		Total for Check: 108697	\$92.40
UNIQUE APPAREL SOLUTIONS			
205110	UNIFORM ALLOWANCE	37017	\$49.00
205152	UNIFORM ALLOWANCE	37545	\$98.00
205153	UNIFORM ALLOWANCE	37508	\$60.00
205154	SERVICE GOLD BUTTONS	38294	\$113.00
205295	SHIRTS AND BELTS	37764	\$74.00
205335	UNIFORM UPGRADES	37925	\$360.00
205336	UNIFORM UPGRADES	38094	\$621.00
205393	SHIRTS	37370	\$92.00
		Total for Check: 108698	\$1,467.00
USA BLUE BOOK			
205319	PADDLE SENSOR VEECK CSO	124695	\$653.74
		Total for Check: 108699	\$653.74
VERMONT SYSTEMS, INC.			
205307	UPGRADE TRAINING	53354	\$400.00
		Total for Check: 108700	\$400.00
VILLAGE OF LEMONT			
205131	RANGE FEES	2017-00000021	\$500.00
		Total for Check: 108701	\$500.00
WAGEWORKS			
205177	F.S.A MONTHLY ADM FEES	125A10502951	\$34.00

WARRANT REGISTER: 1619

DATE: 01/10/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
205177	F.S.A MONTHLY ADM FEES	125A10502951	\$40.00
205177	F.S.A MONTHLY ADM FEES	125A10502951	\$28.00
205177	F.S.A MONTHLY ADM FEES	125A10502951	\$22.00
205177	F.S.A MONTHLY ADM FEES	125A10502951	\$17.00
205177	F.S.A MONTHLY ADM FEES	125A10502951	\$11.00
Total for Check: 108702			\$152.00
WAREHOUSE DIRECT INC			
205040	OFFICE SUPPLIES	3295151-0	\$167.95
205059	INK	3249797-0	\$18.40
205147	OFFICE SUPPLIES	3273712	\$388.22
205148	OFFICE CHAIRS	3274173	\$587.98
205230	LAUNDRY DETERGENT	3299298-0	\$134.86
205266	PAPER	3305958-0	\$159.95
205266	PAPER	3305958-0	\$159.95
205266	PAPER	3305958-0	\$159.95
205266	PAPER	3305958-0	\$159.95
205297	OFFICE SUPPLIES	3294215	\$114.16
205301	JANITORIAL SUPPLIES	3291666-0	\$277.75
205301	JANITORIAL SUPPLIES	3291666-0	\$296.14
205301	JANITORIAL SUPPLIES	3291666-0	\$80.44
205301	JANITORIAL SUPPLIES	3291666-0	\$109.14
205302	SUPPLIES	3302584-0	\$116.76
205311	OFFICE SUPPLIES	3304228-0	\$106.00
205312	OFFICE SUPPLIES	3300742-0	\$108.08
205320	PENS, BOXES, AND SHELF	3312277-0	\$132.76
205332	OFFICE SUPPLIES	3311694	\$74.87
205346	OFFICE SUPPLIES	3316768-0	\$147.57
Total for Check: 108703			\$3,500.88
WARREN OIL COMPANY			
205248	FUEL	W1021636	\$12,144.19
205248	FUEL	W1021636	\$3,690.76
Total for Check: 108704			\$15,834.95
WEBER, PATRICIA			
205293	KLM SECURITY DEPOSIT	EN161217	\$500.00
Total for Check: 108705			\$500.00
WESTMONT INTERIOR SUPPLY			
205328	GLUE FOR CARPET TILES	130083109	\$42.00
Total for Check: 108706			\$42.00
WESTMONT PARK DISTRICT			
205144	GYMNASTICS REIMBURSEMENT	12072016	\$252.00
Total for Check: 108707			\$252.00
WILLOWBROOK FORD INC			

Run date: 06-JAN-17

Village of Hinsdale

Page: 22

WARRANT REGISTER: 1619

DATE: 01/10/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
205081	FLUID FILL NOZZLES #12	5119812	\$10.62
205309	#37 REPAIR	8025436/1	\$2,938.52
		Total for Check: 108708	\$2,949.14
WILLOWBROOK/BURR RIDGE			
205246	2017 MEMBERSHIP DUES KLM	12152016	\$195.00
		Total for Check: 108709	\$195.00
WOOD, DAWN			
205086	REFUND TAP FEE	12132016	\$800.00
		Total for Check: 108710	\$800.00
WRIGHT, JEFFREY			
205254	CONT BD 541 E HICKORY	23780	\$500.00
		Total for Check: 108711	\$500.00
ZACK, DOROTHY			
205041	CONT BD	23831	\$500.00
		Total for Check: 108712	\$500.00
ADVENTIST HINSDALE HOSP			
205251	KLM SECURITY DEPOSIT	EN161204	\$500.00
		Total for Check: 108713	\$500.00
ADVENTIST HINSDALE HOSP			
205323	ELECTRIC USAGE 7/1-12/28	009	\$326.65
		Total for Check: 108714	\$326.65
ILCMA			
205088	JOB AD POSTING	573	\$50.00
		Total for Check: 108715	\$50.00

REPORT TOTAL \$590,792.20

END OF REPORT

REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: Bid #1619 - Memorial Building ADA Improvements

MEETING DATE: January 10, 2017

FROM: George Peluso, Director of Public Services

Recommended Motion

Award Bid #1619 for Memorial Building ADA Improvements to Czervik Construction in the amount not to exceed \$122,500.

Background

The lower level of the Memorial Building houses the Boy Scout Room, which is currently used by both the Boy Scouts and the food pantry operated by HCS Family Services. This project contemplates upgrades to two restrooms and the addition of a ramp to comply with current Americans with Disability Act (ADA) requirements. The Village was awarded up to \$50,000 in matching Community Development Block Grant funds from DuPage County.

Discussion & Recommendation

The Village, in cooperation with DuPage County, published a request for bids in the Daily Herald in October. Invitations to bid were also sent directly via email to a list of 37 contractors. Four sealed bids were received on November 22, 2016. The full bid tabulation is attached hereto; the low bidder was Czervik Construction, based in Mokena, Illinois. Staff has checked the contractor's references, including a school district and a number of private developers, and received satisfactory responses.

As shown below, the low bid for this project came in \$22,500 over the Village's budget. However, the four bids received indicate that this pricing is in line with the market, and the Village would like to move forward in order to leverage the grant funding that is attached to the project. Therefore, staff recommends that the Village Board award this work to Czervik Construction.

Budget Impact

There is \$100,000 included in the Village's Fiscal Year 2016-17 Budget (account 2204-7909) to complete this work, and the Village anticipates that it will receive reimbursement of \$50,000 in grant funding to offset a portion of these costs. Therefore, the budget impact is projected to be as follows:

Bid Amount	\$122,500
Project Budget	\$100,000
Budget Overage	\$ 22,500
Grant Funding (Projected)	\$ 50,000
Total Village Expenditure (Projected)	\$ 72,500

Village Board and/or Committee Action

At the Village Board of Trustees meeting of December 5, 2016, the Board unanimously agreed to include this item on the Consent Agenda for its next meeting.

Documents Attached

1. Bid Tabulation
2. FY 2016-17 Capital Improvement Plan Description
3. Contract with Czervik Construction

Village of Hinsdale
 Bid Tabulation
 Bid #1619
 Memorial Building Lower Level Accessible Ramp and Bathroom Remodeling

Bidder Name	Restrooms	Ramp & Railings	Total Bid	Exhibit D Submission	Exhibit E Drug-Free Workplace	Exhibit F ADA Compliance	Exhibit G Equal Employment Opportunity	Exhibit H References	Exhibit I Coordination of Documents	Exhibit J Conflict of Interest	Exhibit K CDC Conditions	Bid Bond	Provider
Czervik Construction	\$ 102,000	\$ 20,500	\$ 122,500	X	X	X	X	X	X	X	X	5%	Liberty Mutual
MC Building, Inc.	\$ 129,500	\$ 22,000	\$ 151,500	X	X	X	X	X		X	X	5%	Liberty Mutual
CCDS Construction	\$ 139,800	\$ 23,700	\$ 163,500	X	X	X	X	X	X	X	X	5%	Employers Mutual
KR Miller Construction	\$ 160,000	\$ 20,700	\$ 180,700	X	X	X	X	X	X	X		5%	Liberty Mutual

Five-Year Capital Additions/Changes

<u>Department:</u>	Public Services	<u>Fiscal Year:</u>	2016-17
<u>Program:</u>	2204 – Building Maintenance	<u>Amount:</u>	\$100,000

Item: Memorial Building ADA Upgrades

Justification: Note that the Village has been awarded \$50,000 in Community Development Block Grant funding to offset 50% of this expense.

The Memorial Building is located at 19 East Chicago Avenue. The building includes the Village Hall and HCS Family Services. The lower level of the building, outside of the HCS food pantry, has restrooms and a ramp that do not meet current ADA standards. Improvements include the installation of two accessible restrooms, new ramps, handrails and concrete repairs. This item was initially intended to be completed in FY 2015-16 but was rebudgeted due to competing priorities.

Cost estimates for the project are as follows:

Restrooms (plumbing, fixtures, etc.):	\$ 50,000
Ramp:	35,000
Handrails:	10,000
Concrete repairs:	5,000
	<hr/>
	\$ 100,000



EXHIBIT D

To The Honorable President and Board of Trustees
Village Hall
19 E. Chicago Avenue
Hinsdale, Illinois 60521-3489

**VILLAGE OF HINSDALE, ILLINOIS
Memorial Building Lower Level Accessible Ramp
and Bathroom Remodeling – Bid #1619**

Full Name of Bidder Czervik Construction Co
Main Business Address 19148 S. 85th Place
Mokena, IL 60448
Phone Fax Email

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that bidder has carefully examined the locations of the proposed work, the proposed forms of Agreement and Bonds, the Contract Specifications for the above designated work, and bidder proposes and agrees if this Proposal is accepted that bidder will contract with the Village of Hinsdale in the form of the copy of the Agreement included in these contract documents to provide all necessary machinery, tools, apparatus and other means of work, including utility and transportation services necessary to do all the work and furnish all the materials and equipment in the manner and time herein prescribed; and according to the Contractor's Bonds, and Certificates of Insurance specified, and to do all other things required of the Contractor by the Contract documents; and that Contractor will take in full payment therefore the sums set forth in the following Bidding Schedule.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid within fifteen (15) days of the date of the award of contract, and to give the bond(s) as required, and all certificates of insurance as required, the Village of Hinsdale, shall at its option, determine that the bidder has abandoned this contract and thereupon this proposal and acceptance thereof shall be null and void and the forfeiture of security accompanying this proposal shall operate and the same shall be the property of the Village of Hinsdale as liquidated damages.

DATE: 11/22/2018

(SEAL OF CORPORATION)

ATTEST

Czervik Construction Co
Contractor

19148 S. 85th Place
Address

Mokena, IL 60448
City and State

By Michelle L. Divo
Signature

President
Title

**BID Schedule
FOR
VILLAGE OF HINSDALE
Memorial Building Lower Level Accessible Ramp
and Bathroom Remodeling**

Item	Description	Lump Sum
1.	Complete Remodel of Lower Level Bathrooms and other adjacent improvements per the approved plans.	\$102,000 ⁰⁰
2.	Complete Construction of Accessible Ramp and Railings per the approved plans.	\$20,500 ⁰⁰
TOTAL for items 1 & 2		\$122,500⁰⁰

Total price written in words: One Hundred Twenty Two Thousand
Five Hundred Dollars

Basis for determining prices:

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

5. The Village reserves the right to accept or reject each alternate. The Village also reserves the right to accept a combination of the base bid work and/or the alternate bid work as described.

EXHIBIT E

X. DRUG FREE WORKPLACE. CONTRACTOR shall submit as a part of this contract, this "DRUG FREE WORKPLACE CERTIFICATIONS" statement, notarized, dated and signed by the highest-ranking company official in the geographical area, along with his/her title or position within the company.

DRUG FREE WORKPLACE CERTIFICATIONS

The CONTRACTOR acknowledges its obligations under the Illinois Drug Free Workplace Act and certifies that it will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the contractor's workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibitions.
- 3) Notifying the actions that will be taken against employees for violations of such prohibitions.
 - a) abide by the terms of the statement in the workplace;
 - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

B. Establishing a drug free awareness program to inform employees about:

- a) the dangers of drug abuse in the workplace;
- b) the grantee's or contractor's policy of maintaining a drug free workplace;
- c) any available drug counseling, rehabilitation, and employee assistance programs; and
- d) the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by subsection (1) to each employee engaged in the performance of the contract or grant, and to post the statement in a prominent place in the workplace.

- D. Notifying the Village of Hinsdale within 10 days after receiving notice under part (B) of paragraph (c) of subsection (1) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Illinois Drug Free Workplace Act.
- F. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating an effectively trained counseling and referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of requirements of Section 3 of the Illinois Drug Free Workplace Act.

Signature Michelle L. Hill

Name Michelle Hill

Title President

Organization Czervik Construction Co.

Date 11/22/2016

EXHIBIT F

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT; P.L.101-336.

The CONTRACTOR will comply with all provisions of the Americans with Disabilities Act (ADA) in the execution of this Contract and provide to the Village a certification of compliance in substantially the following form:

The undersigned firm hereby certifies that it is in compliance with the Americans with Disabilities Act (ADA) as applicable to this contract.

Czervik Construction Co.

(Company Name)

19148 S. 85th Place Mokena, IL 60448

(Company Address)

By Michelle L. Hill
(Signature)

Date 11/22/2016

Michelle Hill - President

(Print Name and Title)

Attest By Jamie Olson
(Signature)

Date 11/22/2016

Jamie Olson - Secretary

(Print Name and Title)

EXHIBIT G

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

“EQUAL EMPLOYMENT OPPORTUNITY”

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and therefore 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 canceled 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 contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; 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 hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) 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, national origin or ancestry.
- (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 contractor's obligation under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its effort to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. With respect to the two types of subcontractors referred to under paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- (b) under which any portion of the contractor's obligations under any one or more contracts is performed, undertaken or assumed.

The undersigned firm hereby certifies that it is in compliance with the Equal Employment Opportunity Clause as applicable to this contract.

Signature Michelle Hill

Name Michelle Hill

Title President

Organization Czervik Construction Co

Date 11/22/2016

COORDINATION OF THE CONTRACT DOCUMENTS AND CONSTRUCTION DRAWINGS

In addition to the requirements described throughout the bid documents, the Contractor will be required to be fully acquainted, and to ensure that Contractor's staff, sub-contractors and any and all representatives of Contractor's organization and Contractor's suppliers are acquainted, with the specific requirements of this project as described by the attached construction plans, the various specifications as referenced herein, the special provisions and the standard drawings prior to the execution of any work.

Any questions or the need for further clarification or supplemental data required by the Contractor shall be addressed to the Director of Public Services before the work is started, preferably at the pre-construction conference. Depending on the nature of such questions or clarification required, it shall be at the discretion of the Contractor or the Director of Public Services to establish such issues in writing.

Claims of ignorance regarding the requirements of the plans, specifications, special provisions and standard drawings will be disallowed and will in no way relieve the Contractor of the responsibility to construct the work in accordance with the provisions cited herein. All work which does not conform to the requirements of the contract will be considered unacceptable.

All quantities and dimensions expressed in the plans and these specifications reflect the intent of the project and best knowledge. They are for the guidance of the Contractor and shall be verified by the Contractor. If discrepancies or errors exist, the owner shall be notified prior to construction.

CONFLICT OF INTEREST DISCLOSURE

Please initial each true and applicable statement:

	1. The undersigned understands that this project is being funded with Federal dollars under the Community Development Block Grant (CDBG) Program, HOME Investment Partnership Program (HOME) or Emergency Solutions Grant through DuPage County.
Please select one of the following designations:	
	2. The undersigned has made application to be the owner, developer, or sponsor of a project funded with HOME.
✓	3. The undersigned desires to participate as a contractor or subcontractor under a construction project funded with CDBG or HOME.
	4. The undersigned has made application to be a subrecipient of DuPage County funding under CDBG, HOME, or ESG.
	5. I am a participant in a DuPage County funded homebuyer or home rehabilitation program.
Please select one of the following statements:	
✓	6. The undersigned hereby certifies that he/she or (if other than an individual) any owners, employees, agents, consultants, officers, or elected or appointed officials (including members of its board of directors) <u>do(es) not have</u> any business or family tie to any current or former employee, agent, consultant, officer, or elected or appointed official of DuPage County. Such a tie includes the following relationships and in-laws of such relationships (whether by blood, marriage or adoption): spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and no such tie has existed during the past twelve months. All these categories of persons and relations are considered to be "covered persons" under Federal conflict of interest regulations.
	7. The undersigned <u>does have</u> a business or family tie to a current or former (within the last twelve months) employee, agent, consultant, officer, or elected or appointed official of DuPage County. Please note that DuPage County will need to review such business or family tie to determine if it constitutes a conflict of interest under applicable Federal regulations prior to entering into any agreement with you. Please list each such business or family tie:
If you selected #2 above (owner or developer of a project funded with HOME).	
	8. The undersigned understands that no owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO))

	when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability.
Please select one of the following statements:	
	9. The undersigned is an individual or sole proprietor and am signing this on behalf of myself.
	10. The undersigned is a partnership and the signature below represents the statement of the partnership and all general and limited partners, individually, and collectively all covered persons associated with the partnership.
✓	11. The undersigned is a corporation and the signature below is that of a duly authorized corporate officer and represents the statement of each and all covered persons associated with the corporation.

Printed Name:	Michelle Hill
Title (if applicable):	President
Name of organization (if applicable)	Czervik Construction Co
Signature:	<i>Michelle L. Hill</i>
Date:	11/22/2016

Printed Name:	
Title (if applicable):	
Name of organization (if applicable)	
Signature:	
Date:	

**DUPAGE COUNTY COMMUNITY
DEVELOPMENT COMMISSION (CDC) CONDITIONS
FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS**

Please read these conditions carefully and sign the acknowledgement on next page. Note that conditions listed below supersede any other conditions listed elsewhere in the manual. All these conditions apply to any labor providing contractors and any lower level subcontractors.

I. Labor Standards Notice *(also to be listed on the Front Cover)*

**FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES
WILL APPLY TO THIS PROJECT.**

** Please refer to the Federal Requirements included in the Bid Manual for additional information on federal labor standards and Davis-Bacon prevailing wage requirements.*

II. Brand Name Only Statement

Neither owner nor contractor shall limit materials to only brand-name products. Non-brand name materials of equal specification do qualify and are acceptable.

III. Cost Plus Statement

Cost-plus a percentage of cost and percentage of construction cost methods are prohibited from use on this project in any form or condition.

IV. Change Order Statement

Should change orders be necessary, CDC staff must receive copies and explanation of necessity for review.

V. Federal Wage Determination Statement

This project is paid for in part with Federal grant funds through the Community Development Block Grant Program. Davis-Bacon Wage Decisions apply and are included in this packet. Davis-Bacon wages are superseded only in instances, by and where Illinois Prevailing Wage exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (monetary and/or non-monetary requirements). Should this project not start within 90 days of award, the wage determinations shall be replaced with the most current decision.

VI. Non-Discrimination Statement

Employers shall not discriminate, directly or indirectly, against employees or applicants for employment on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

VII. WBE/MBE Encouragement Statement *(also to be listed on the Front Cover)*

Minority and Women Owned Business Enterprises (MBE/WBE) are encouraged to submit bids on this Project.

VIII. Signature Statement

The undersigned is aware that Federal Labor Standards and Davis-Bacon Prevailing Wage Rates apply to all work performed under this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and any lower tier subcontractors providing labor for said project.

DuPage County Community Development Commission wishes an acknowledgement from the bidder that they have read and understand the conditions listed above.

Please sign below, print your company name, date this document, and submit it with the complete bid package.

Signature: Michelle L. Duv

Company Name: Czervik Construction Co.

Date: 11/22/2016

BID PACKAGE
INCLUDING
CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR



VILLAGE OF HINSDALE
BID NO: 1619
Memorial Building Lower Level
Accessible Ramp and Bathroom Remodeling

**WOMEN AND MINORITY OWNED BUSINESSES ARE ENCOURAGED TO SUBMIT
BIDS ON THIS PROJECT.**

**FEDERAL LABOR STANDARDS AND DAVIS BACON AND OTHER PREVAILING
WAGE REQUIREMENTS WILL APPLY TO THIS PROJECT.**

Prepared by
Hinsdale Public Services Department
October 2016

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EXHIBIT D – BIDDERS PROPOSAL	BP-1 to BP-4
EXHIBIT E – DRUG FREE WORKPLACE ACT	DA-1 to DA-2
EXHIBIT F – COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT	ADA-1
EXHIBIT G - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE	EE-1 to EE-2
EXHIBIT H – REFERENCES	RF-1
EXHIBIT I – ATTACHMENTS	AT-1
EXHIBIT J – CONFLICT OF INTEREST DISCLOSURE	CI-1 to CI-2
EXHIBIT K – DUPAGE COUNTY CDC CONDITIONS	CDC-1 to CDC-2
EXHIBIT L – FEDERAL REQUIREMENTS	FR-COVER TO FR-47
CONTRACT FOR MEMORIAL BUILDING LOWER LEVEL ACCESSIBLE RAMP AND BATHROOM REMODEL	

**INVITATION TO BID
MEMORIAL BUILDING LOWER LEVEL ACCESSIBLE RAMP
AND BATHROOM REMODELING
VILLAGE OF HINSDALE**

You are cordially invited to submit a proposal as a General Contractor for work specified for this project. The Village of Hinsdale, 19 E. Chicago Avenue, Hinsdale, IL 60521 will receive sealed proposals for the complete remodeling and reconstruction of the Hinsdale Memorial Building lower level bathrooms, adjacent lobby waiting area, and construction of ADA accessible walking ramp to be let as a single Contract. Proposals will be received at the offices of the Village of Hinsdale, Village Hall 19 E. Chicago Avenue, Hinsdale, IL 60521 attention Jim Piontkowski up to the hour of 10:00 am on Tuesday, November 22, 2016.

WOMEN AND MINORITY OWNED BUSINESSES ARE ENCOURAGED TO SUBMIT
BIDS ON THIS PROJECT.

FEDERAL LABOR STANDARDS AND DAVIS BACON AND OTHER PREVAILING WAGE
REQUIREMENTS WILL APPLY TO THIS PROJECT.

Drawings and specifications will be on file and may be examined at the Office of Jim Piontkowski at 19 E. Chicago, Avenue, Hinsdale, IL 60521 and may be obtained at no cost. They can also be requested by phone at (630) 789-7028 or by email at jpiontkowski@villageofhinsdale.org.

Each Contractor shall deposit with his or her sealed proposal a bond executed by the contractor and a surety company, or a certified check, or cashier's check, payable to the Village of Hinsdale in the amount of not less than five percent (5%) of the total amount of the proposal.

The successful Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Contract sum as a security for the faithful performance of this Contract **and**, a Labor and Mechanical Payment Bond in an amount of not less than one hundred percent (100%) of the Contract sum as a security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract.

A pre-bid conference will be conducted at 10:00 am on November, 15 2016 for all General Contractors intending to submit proposals for this Project. This conference will be held at the Village of Hinsdale Village Hall.

The Village of Hinsdale reserves the right to reject any and all bids and waive minor irregularities in any bid.

INSTRUCTIONS FOR BIDDERS

1. Bid Security

Each proposal shall be accompanied by a bid bond or bid deposit in the form of a certified check or cashier's check payable to the Village of Hinsdale for 5% of the contract price as a guarantee that the successful bidder will within fifteen (15) days after award of contract execute an agreement and file bonds and insurance as required by contract documents. The Village of Hinsdale will hold the bid security of the two lowest bidders until after the award of the contract and until the Village has received from the lowest bidder satisfactory bonds and certificates of insurance, within the specified time. All other bid security checks with the exception of the above shall be returned prior to the award of the contract.

2. Bid Forms

Bidders shall complete all information requested on the bid forms. The Village reserves the right to reject bids which are in variance with the bid forms or are not fully completed.

3. Award of Contract and Duration of Bid

Bids will be opened on the date and time stated in the Invitation for Bids and the contract will be awarded as soon as practical after the bid opening. The bids shall remain open for a period of sixty (60) days after the bid opening date.

4. Additional Requirements

The Contractor shall be required to comply with the Davis Bacon Wage Decision and other prevailing wage laws, Drug Free Workplace Act, and the Americans with Disabilities Act as they are applicable to this contract. A signed compliance statement for each must be included with the proposal (See Exhibits E and F). In addition, the Contractor must comply with the Equal Employment Opportunity Clause as required by the Illinois Fair Employment Practices Commission. A signed compliance statement must be included with the proposal. (See Exhibit G).

5. CONTRACTOR'S INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 2010 (Exhibit 1) or CG 2026 (Exhibit 2) and CG 20 01 04 13 (Exhibit 3).

- A. CG2037 – Completed Operations – (Exhibit 4)
Required if box is checked ☒ ; and
- A. Owners and Contractors Protective Liability (OCP) policy with the Village as insured
Required if box is checked ☒ ; and
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”
- C. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

Coverage required for employee exposure to lead, if box is checked ☐.

- D. Builder Risk Property Coverage with Village as loss payee
Required if box is checked ☐.
- E. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.
Required if box is checked ☐.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following, **if required under above scope**:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees, agents and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractor's coverage rather than Village's if the Village is borrowing, leasing or in day to day control of contractors employee. **Required if box is checked ☐.**

C. Professional Liability (Required if box is checked ☐)

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, employees, agents and volunteers as additional insureds (Exhibit 4), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 07 04 (Exhibit 1) or CG 20 26 07 04 (Exhibit 2), or CG 20 01 04 13 (Exhibit 3), and CG 20 37 07 04 (Exhibit 4), where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, employees and agents as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

SAFETY/LOSS PREVENTION

Safety/Loss Prevention Program Requirements

- A. Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- B. Evidence of completed employee safety training can be provided.

Regulatory Requirements

- A. Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work.

Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and

Interstate Commerce Commission regulations, Workers' Compensation Laws, Davis Bacon wage decision and other prevailing wage laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

- B.** Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

EXHIBIT 1

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT 2

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p style="text-align: center; font-size: 2em; opacity: 0.3; transform: rotate(-45deg);">SAMPLE</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT 3

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EXHIBIT 4

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

EXHIBIT 5

(Example)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME: Producer/Ins. Broker Contact Info.
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
Name of Insurance Broker	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Name of Insurance Company Completed INSURER B: Name of Insurance Company Completed INSURER C: INSURER D: INSURER E: INSURER F:
INSURED	
Name of Contractor	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request AGGREGATE \$ Per Request \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Policy Number Inserted	Policy Start Date	Policy Start Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability (other specialty coverages as requested.)			Policy Number Inserted	Policy Start Date	Policy Start Date	\$1,000,000 per occurrence or as requested.

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

List project number, location and description.
 No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).
 Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.
 Member named as cancellation notice recipient.

CERTIFICATE HOLDER

CANCELLATION

Name of Member	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative

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ACORD 25 (2010/05)

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GENERAL SPECIFICATIONS

1. Payment for Work Performed

The Village, in consideration of the undertaking of the Contractor and the faithful accomplishment of the work, agrees to pay the Contractor the lump sum price for work performed after submission of invoices and all required contractor documentation, upon acceptance by the corporate authorities of the Village, and in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).

2. Damages

Repair of all damages including but not limited to sidewalks, parking lot, curbs, building, brick, light standards, and other structures during the construction of this Contract shall be accomplished at the Contractor's expense.

3. Project Completion Date

The Village is requesting that all work associated with this contract be completed by March 30, 2017. There will be no additional compensation to contractor if Village provides an extension of the work.

4. Work Hours

In accordance with local ordinance, gas powered equipment or construction tools may only be operated **Monday through Friday 8:00 a.m. to 8:00 p.m. and Saturday 8:00 a.m. to 4:00 p.m.** The equipment includes but is not limited to gasoline powered saws, excavators, breakers, and blowers. A schedule will be coordinated on all contract areas with Village staff. The schedule will ensure that work will not conflict with public use. No work is permitted on Sundays or federal holidays.

5. Special Provisions Instructions and General Project Details

Please read the special provisions each item very carefully, which includes the scope of work and project specifications. The contract will be paid out on a lump sum basis at the time of completion. The Village will consider progress payments based on a percentage of the work completed. **Please submit a complete bid proposal back to the Village no later than Tuesday, November 22, 2016 at 10:00 am. Sealed bids will then be read aloud. The Village reserves the right to reject any and all bids, and waive technicalities. A pre-bid conference will be held at Village of Hinsdale on Tuesday, November 15, 2017 at 10:00 am.**

6. Required References

All bidders should include 3 references from previous projects that were similar in scope of services to be provided to the Village of Hinsdale.

7. Federal and DuPage County Requirements

This project is being partially funded by with federal grant money. Special requirements are noted in Exhibits J through L; all reporting must be performed in compliance with grant regulations.

SPECIAL PROVISIONS A

**Memorial Building Lower Level Accessible Ramp
and Bathroom Remodeling**

Job Location: Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois, 60521

SP-1 Location and Description of Project

The scope of this project shall be the complete remodeling and reconstruction of the Hinsdale Memorial Building lower level bathrooms, lobby waiting area and construction of ADA access ramp. The project is located at 19 E. Chicago Avenue, Hinsdale, IL 60521.

SP-2 Scope of Work

The project includes and is not limited to all of the following: Demolition of the entire work area in accordance with the attached construction plans, furnishing and installing of all necessary plumbing, electrical, HVAC, masonry, cement work, concrete, flooring, painting, lighting, carpentry, iron work, locks, door hardware and frames, welding, framing, drywall, insulation, asbestos abatement, staging, and finishing of all floors, walls, and ceilings per the Village of Hinsdale or as directed by the Village Architect. All work must be completed in accordance with the attached construction plans. All bid pricing should be determined based on the lump sum amount to complete project per the approved construction plans.

SP-3 General Requirements

Materials and equipment shall be of the latest type and design, and shall be in full accordance with the plans and specifications. Only skilled workers shall be employed. All work shall exhibit first-class workmanship. The contractor shall be responsible for ensuring that their employees and subcontractors observe all applicable state, federal and local laws. All materials shall be in full accordance with the specifications and plans. Before starting the work, the contractor will verify governing dimensions of the building, and examine, clean and repair, if necessary, any adjoining work that may be dependent for proper installation. Material or equipment which has, in the opinion of the Village of Hinsdale, been damaged by improper handling or by exposure to weather, shall not be installed. If these damaged materials are installed, they shall be removed at the direction of the Village of Hinsdale, and thereafter, be replaced with materials which are approved by the Village at no extra compensation to the contractor.

SP- 4 Terms Of Contract

The necessary start date shall per the Village of Hinsdale approval. The completion date for this project shall be no later than March 31, 2017.

SP-5 Experience Required

The contractor will have a minimum of three years' experience installing this type of work.

SP-6 Safety Practices

It is the contractor's responsibility to observe all fire prevention policies and practices during installation of throughout the project. The contractor shall adhere to all pertinent safety regulations as required by OSHA. The contractor shall only use materials that conform to current EPA and VOC regulations.

SP-7 Staging

The contractor shall furnish sufficient quantities of his/her own ladders, planks, ropes, and other equipment necessary for the proper execution of this work. He or she shall erect, in place, this equipment in such a way so as not to interfere with daily operations into and around the building. Upon completion, the contractor shall dismantle and remove from the job site all of their equipment.

SP-8 Parking Access

The contractor shall mark all cars, trucks, and lifts with appropriate signage for identification of business. Park and staging shall be submitted to Village for their review and approval.

SP-9 Payment

One lump sum payment will be paid in full upon project completion. The Village may consider progress payments based on percentage of work completed.

SP-10 Warranty

The contractor shall furnish a 5-year written warranty agreeing to repair or replace defective materials and workmanship. Defective material and workmanship is hereby defined to include leaks, any evidence of early deterioration, or failure to comply with performance or other requirements. Upon notification of such defects within the warranty period, the contractor shall make all necessary repairs and replacements at the convenience of the Village of Hinsdale.

SP-11 Storage and Protection

All materials used on the job shall be stored in a single place designated by the Building Maintenance Engineer. Such storage place shall be well-ventilated, and be kept neat and clean. Any damage thereto, or to its surroundings, shall be repaired by the contractor. Any oily rags, waste etc. must be removed from the building every night, and every precaution taken to avoid danger of fire. Paints may not be stored in a room having finished floors, without approved protection.

SP-12 Drawings

The attached drawings have been prepared for this project and are made part of the special provisions. In addition to the requirements described throughout the bid documents, the

Contractor will be required to be fully acquainted, and to ensure that Contractor's staff, sub-contractors and any and all representatives of Contractor's organization and Contractor's

suppliers are fully acquainted, with the specific requirements of this project as described by the attached construction plans, the various specifications as referenced herein, the special provisions and the standard drawings prior to the execution of any work.

Any questions or the need for further clarification or supplemental data required by the Contractor shall be addressed to the Director of Public Services before the work is started, preferably at the pre-construction conference. Depending on the nature of such questions or clarification required, it shall be at the discretion of the Contractor or the Director of Public Services to establish such issues in writing.

Claims of ignorance regarding the requirements of the plans, specifications, special provisions and standard drawings will be disallowed and will in no way relieve the Contractor of Contractor's responsibility to construct the work in accordance with the provisions cited herein. All work which does not conform to the requirements of the contract will be considered unacceptable.

All quantities and dimensions expressed in the plans and these specifications reflect the intent of the project and best knowledge. They are for the guidance of the Contractor and shall be verified by the Contractor. If discrepancies or errors exist, the owner shall be notified prior to construction.

SP-13 Loss of Utilities

It shall be the sole responsibility of the contractor to maintain continuous utility service to all areas of the Memorial Building, Village Hall and Library during the course of this contract. These utilities include, but are not limited to electric, water, gas and sewer. Should failure or a break in any service provided through these or any other utilities currently servicing said locations occur as a result or consequence of work performed by an employee of the contractor, or other service or company sub-contracted through this contractor, the contractor will be fully responsible for restoring failed utilities.

SP-14 Protection

It is the responsibility of the contractor to provide proper protection of the building, floors, people, elevator, vehicles, landscape, and walkways in and around the jobsite.

SP-15 Clean-Up

All clean-up is the responsibility of the contractor. Clean-up includes disposal of all material related to the project, including demolition until project is completed. It is the contractor's responsibility prior to final completion and acceptance, that the contractor shall remove all rubbish and accumulated materials, of whatever nature, and leave the area in a clean, orderly, and acceptable condition.

SP-16 Technical Specifications

All linear footage measurements are estimated, contractor is to verify all measurements in the field.

The desired number of days for this construction and the best window of time when the facility is not in use shall be coordinated with the Village project manager and the park manager at the pre-construction meeting. This work is to be completed with as much expediency as possible in order to keep the inconvenience of the patrons using the facility to a minimum. Work to be completed by March 31, 2017.

Any damage to the site, utilities or buildings will be repaired by the contractor at no additional cost to the Village of Hinsdale. Unless specified otherwise, all materials shall be new, manufactured items suitable for their intended use, installed according to manufacturer's directions or customary good trade practices, and in all cases materials and workmanship shall comply with all applicable building codes. Workmanship shall be at least as good as normal good trade practices with all lines, elevations, surfaces, finishes, etc. like those shown in the plans and/or contained in specifications.

SP-17 Contractor's Use of Premise

The Contractor shall have free use of restrooms and reasonable use of electrical power and water for construction purposes. In no way shall the contractor's use of the park impair the park's use or condition. The contractor shall promptly repair any damage to the satisfaction of the Village.

SP- 18 Project Coordination

All communications shall be through the Public Services Department all matters pertaining to scheduling correlations with the public, access to the site and on site material storage.

SP- 19 Field Engineering

The contractor is responsible for all quantities, measurements, and grades. Provide rough and final staking, elevations and benchmarks as required by the Village for approval.

SP-20 Grades, Lines, and Levels

All construction shall be plumb, level and true to the lines shown on the plans. All slopes shall be consist and drain as intended. The Village shall instruct the contractor on any incidental construction that may be necessary to accomplish a functional project.

SP-21 Regulatory Compliance

Obtain all permits from the Village, permit fees to be waived. Record the contract and comply with all state, federal and local requirements. All construction shall comply with the International Building Code. If either any provision of these specifications or the plans are in conflict with any code, the contractor shall notify the Village before construction or the contractor shall make remedial changes to bring the work into compliance at no additional cost to the state. Schedule all required inspections per the issued permit.

Safety is part of this contract. Abide by OSHA and all other safety regulations and take all other measures necessary (such as barriers, fences, warning signs, protective clothing, etc.) to protect the public and workmen.

Temporary Scaffolds, Staging and Safety Devices - The contractor shall provide, erect, maintain and remove, when directed, all scaffolding, staging, platforms, temporary flooring, temporary runways, guards, railing, stairs and ladders necessary for reaching all portions of the work conveniently and safely and as required by local, federal and state codes or laws for the protection of workmen and the public.

The construction, inspection and maintenance of the above items shall comply with all safety codes and regulations, as applicable to the project.

Fire Protection - Verify availability and location of existing onsite fire protection equipment. Provide additional temporary equipment as required by applicable safety standards.

SP-22 Alternates and Change Orders

Add alternates – If add alternates are part of project the contractor shall note them in their bid amount. The low bid, including any add alternates, will be accepted if that bid is within the construction budget, otherwise the bid will be awarded on the basis of the base bid.

Change orders – All changes in the work involving the contract amount, scope of work, or contract time shall be made only by change orders. Change orders shall be prepared by the contractor as directed by the Village and approved by State Procurement, DuPage County, and the Village prior to the work/change being done.

Change orders shall contain:

1. An itemized list of material and labor costs for each subcontractor's work including quantities and unit costs for each item of labor and material, labor and material cost need to be shown separately.
2. Same as above for contractor's labor and material.
3. Overhead and profit.
4. Time.

Quantities – All quantities and dimensions expressed in the plans and these specifications reflect the intent of the project and best knowledge. They are for the guidance of the Contractor and shall be verified by the Contractor. If discrepancies or errors exist, the owner shall be notified prior to construction.

SP-23 Meetings

After the contract is let, a pre-construction conference shall be held before commencing work. Progress meetings shall be held to review the progress and quality of the work. At the completion of work, a Final Inspection shall be held after at least a three (3) day notice by the Contractor to prepare a punch list (if necessary) of items to be addressed before acceptance.

SP-24 Submittals

1.) As equal determinations – Manufacturer's brand names, colors and model numbers are used for the sole purpose of obtaining competitive bids.

Substitutions of products of other manufactures equal to or superior to those listed may be acceptable if approved by the Village prior to bidding. Otherwise, the Contractor's substitution may be rejected. For a substitution to be pre-approved by the Village, the Contractor may submit, ten (10) days before bid date, samples, brochures and technical data sufficient for the Village to make a decision.

2) Packaging – The Contractor shall retain all packaging and supplier's invoices in neat, clean, dry, legible condition for the Village to determine compliance with these specifications.

3) Shop drawings – Submit shop drawings wherever required by the plans, these specifications or when required by the Village. Such drawings shall be drafted, dimensioned, and scaled drawings clearly showing the contractor's intended plan, materials and the like.

SP-25 Utilities

Contractor shall be responsible for contacting JULIE before digging.

SP-26 Contract Close-out

See bidding and contract requirements regarding final payments and project meetings regarding acceptance, punch list, and final inspection. After completion, the Contractor shall remove all scraps, forms, packaging, debris, spatters, dust, dirt, etc. and leave the work in a neat and clean condition with all facilities ready for use by the Village of Hinsdale. Salvageable materials remain the property of the Village and shall be delivered to the Public Services Director. Materials deemed waste by the Village shall be removed from the park by the Contractor at their expense. Contractor shall provide the Village with a Project Manual. This project manual shall include the following information:

- Contact information for both the general contractor and all subcontractors.
- Copies of inspection certificates from authorities having jurisdiction.
- Copy of all cut sheets.
- Maintenance schedule for all equipment.
- Care instructions for equipment and finishes.
- Chemical safety instructions if chemicals or chemical equipment is part of the project.
- Provide all equipment operating manuals, training and warranties.

The contractor shall provide the Village with two copies of the project manual. All information shall be provided in binders. The project manual must be submitted with or prior to the final pay request. If not submitted the pay request shall be held until the manual is submitted to the project Village.

SP-27 General and Progress Cleaning

Work Included: Throughout the construction period, maintain the site in a standard of cleanliness that is acceptable to the Village of Hinsdale. Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met. Provide adequate storage for all items awaiting removal from the site, observing all requirements for fire protection and protection of the ecology.

SP-28 Site Work

Comply with all applicable local, state and federal requirements regarding disposal of excess and waste materials. Perform site work operations and the removal of debris and waste materials to assure minimum interference with streets, walks and other adjacent facilities.

Protect existing buildings, paving and other services of facilities on site and adjacent to the site from damage caused by site work operations. Cost of repair and restoration of damaged items at Contractor's expense

SP-29 Demolition Protection

1. Protect and maintain all parts of the site that are to remain intact.
2. Provide, erect and maintain all fences, barricades, warning signs and guards as necessary for the protection.
3. Ensure safe passage of persons around areas of demolition. Conduct operations to prevent injury to adjacent buildings structures, other facilities and persons.
4. Do not close or obstruct walks or other used facilities without permission and project Village. Provide alternate routes around closed or obstructed traffic ways if required.

SP-30 Execution

1. Contractor shall use all means necessary to protect the general public that will have access to the project and site.
2. Provide protection against weather- rain, wind, storms, frost or heat - so as to maintain work, materials, apparatus and fixtures free from injury or damage. At the end of the day's work, new work likely to be damaged shall be covered.
3. Provide the proper protection for existing work, furnishings and fixtures likely to be damaged. When exterior openings are made in existing work, they shall be covered with watertight protection at the end of the workday.
4. Remove all existing components of decks and walkways identified in these specifications or by project manager.
5. Condition of Structure: Village of Hinsdale assumes no responsibility for actual condition of items to be demolished.
6. Repair and replace any damage to existing property such as wheel ruts, shrubs, trees, fences, buildings, etc.

SP-31 Excavation and Backfilling

Excavation of all necessary material will be done in a safe manner, not to damage adjacent areas or endanger the general public. Backfilling can be done with existing material (remove all organic matter) unless otherwise instructed. If additional materials are required, contractor shall provide at Contractor's expense. Compact the fill material to 95% modified density as instructed and add fill to prevent future subsidence.

SP-32 Concrete

Conform to the shape, size, lines and grades as called for by the plans.

SP-33 Wood and Plastic

Conform to the shape, size, lines and grades as called for by the plans.

SP-34 Fasteners and Supports

Conform to the shape, size, lines and grades as called for by the plans.

SP-35 Rough Carpentry and Plumbing, and Hardware

Conform to the shape, size, lines and grades as called for by the plans. All new plumbing hardware shall be ordered and installed per the approved plans.

SP-36 Galvanized Pipes

All exposed galvanized pipe shall be replaced and installed with new copper piping per Village of Hinsdale Plumbing Code.

SP-37 Asbestos Wrap Pipe and Fittings

Any exposed asbestos wrap pipe and fitting must be abated and replaced. All new piping must be per the Village of Hinsdale Plumbing Code. All new piping shall be insulated.

SP-38 Lighting

All new lighting shall be installed per the approved construction plans.

SP-39 Project Execution

Sort and discard units of material with cosmetic or structural defects. Set work accurately to the levels and lines shown in the plans with all members plumb, level, true to a line, neatly cut and fitted and solidly secured. Install all with crown edge up. No cracked, split, checked, splintered or deformed material shall be used.

The contractor is to provide all nails, bolts, screws and miscellaneous hardware required to complete the work. These materials shall be new, standard grade, free from rust and other contaminants.

SP-40 Fire Protection Services and Emergency Exit Lighting

- The fire alarm and sprinkler system are to be maintained and operational during the renovation.
- Emergency strobes must remain operable post construction.
- Sprinkler heads must remain operational during and post construction. Contractor to relocate heads at their expense if needed or in conflict with proposed improvements. This includes both water and electrical components to sprinkler systems.
- Contractor shall reconnect all emergency lighting components to existing electrical circuits post construction. Village to verify final connection emergency generator.
- Contractor to bear responsibility for any conflict with exit lighting or fire protection devices. Please note extension of doorway to Scout Room called for on approved plans.

SP-41 Adjacent Flooring Improvements

All floor tile (except bathrooms) needs to be properly abated and replaced with new 1x1 vinyl tile. Final floor color will be determined by the Village of Hinsdale. Areas that receive new flooring are elevator hall, lobby area, storage room, and entrance to Scout Room.

SP-42 Bathroom Flooring

The bathroom flooring will be replaced with new ceramic tile per the Village of Hinsdale. The newly installed ceramic tile shall match upstairs lobby bathrooms.

SP-43 Ceiling Tile

Ceiling tiles to be replaced per the approved construction drawings. Tile to be Armstrong scoured textured 2x4 panels or approved equal. Contractor is required to replace entire grid system. Areas where new ceiling tile will be installed are bathrooms, lobby area, elevator hall, storage room, and custodial closet. Contractor to extend ceiling to entrance of scout room as needed.

SP-44 ADA Ramp and Railings

The new ADA ramp and railing shall be constructed per the approved construction plans. All new railings to be painted per the Village of Hinsdale.

SP-45 HVAC/Exhaust System

The radiant heat system remains as-is in both bathrooms. Contractor must demo wall and construct wall around existing system. Exhaust to remain; contractor to replace vent grill.

SP-46 Hand Dryer Electrical

Contractor is responsible for installing new hand dryers for both bathrooms, which may require separate electrical circuit connection. Spare circuits are available in spare panel in electrical room.

SP-47 Federal Reporting Requirements

This project is being funded by a Federal grant. The contractor must comply with the requirements detailed in Exhibits J through L of this bid document. Only bidders that are compliant with these regulations will be considered for this work. Final payout will not be issued until all requirements have been approved by DuPage County and Village of Hinsdale.

VILLAGE OF HINSDALE
Contract for
Memorial Building Lower Level Accessible Ramp and Bathroom Remodel
Bid #1619

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation ("Owner"), and The _____ ("Contractor"), make this Contract as of the _____ day of _____ day of _____ and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Special Provisions, Bidders Proposal and Bidding Information attached hereto and expressly made a part thereof.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Bidders Proposal.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth in the Special Provisions and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Special Provisions. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching,

whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed

under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractor's reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead,

as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II

CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at

its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor

pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Bidding Documents. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V

PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth Contractor's Proposal and Special Provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in contractor's proposal and is subject to any additions, deductions, or withholdings provided for in this Contract. The estimated quantities stated in the Contractor's Proposal shall not necessarily be used to determine payment due the Contractor. Payment shall be based on the actual number of units installed in the completed Work and measured on the basis defined herein.

Each application for payment by the Contractor shall include its certification of the value of the Work for which payment is requested. If the application for payment is approved, such certification shall constitute the value of the Work for purposes of determining the amount of the current monthly payment. If a certification is not acceptable to the Village and if the parties are unable to agree as to the value of the Work in question, such value shall, for the purpose of fixing the amount of the current monthly payment, be determined by the Village.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Bidding packet.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs

with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the

Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to

the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be

withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: VILLAGE CLERK

with a copy to: Klein, Thorpe
Lance Malina
20 N. Wacker Drive Suite 1660
Chicago, IL 60606-2903

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance

ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

VILLAGE OF HINSDALE

By: _____

By: _____

Kathleen A. Gargano, Village Manager

Title: _____

Attest/Witness

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)

)

SS

COUNTY OF _____)

)

CONTRACTOR'S CERTIFICATION

_____ being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this _____ day of _____, 2016

Attest/Witness:

CONTRACTOR

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to _____

My Commission Expires: _____ before me this ____ day of _____, 20____

[SEAL]

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Consent Agenda – ZPS

SUBJECT: Application for Historic Local Landmark Designation
306 S. Garfield Ave. and 26 E. 3rd St – Two Separate Ordinances

MEETING DATE: January 10, 2017

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance Designating a Historic Landmark Single Family Home at 306 S. Garfield Avenue; and
Approve an Ordinance Designating a Historic Landmark Coach House at 26 E. 3rd Street.

Background

The Village of Hinsdale has received an application from Sharon Starkson and James Oles, owners of 306 S. Garfield Avenue and 26 E. Third Street, requesting approval for local landmark designation for the home at 306 S. Garfield and coach house at 26 E. Third. The Historic Preservation Commission (HPC) reviewed the application and all the information presented at the public hearing on September 14, 2016, and October 12, 2016.

Per the applicant, the house at 306 S. Garfield Avenue was built in 1899 by George W. Maher. George Maher is widely recognized as one of the finest Prairie School architects who worked independently of Frank Lloyd Wright. The Coffeen coach house at 26 E. Third Street, was also designed by George Maher and was part of the original site. In 1966, an earlier owner kept the coach house even though the lot was subdivided into what's now 306 S. Garfield Avenue and 26 E. Third Street. In 2014, the present owners of 306 S. Garfield Avenue purchased 26 E. Third Street.

The properties are located in the R-4 Single Family Residential District and border the same to the west and south, and R-1 Single Family Residential District to the east, and IB Institutional Buildings District to the north (Hinsdale Middle School). The properties are not in the Robbins Park or Downtown Historic Districts. There are currently 22 designated Local Landmark properties in the Village.

Discussion & Recommendation

At the October 12, 2016, HPC public hearing, the HPC proposed a separate Ordinance for each property in case the owner sells the properties individually. Subject to this condition, the HPC unanimously recommended approval 3-0 (1 absent) for the requested landmark designation for 306 S. Garfield Avenue and 26 E. Third Street, separately. The separate Findings and Recommendations were unanimously approved, 4-0 (1 absent) by the HPC on December 14, 2016.

Village Board and/or Committee Action

With no questions or concerns at the December 12, 2016, Board of Trustees meeting, the Board moved the item for the next scheduled meeting for final approval.

Documents Attached

Ordinances

The following related materials were provided for the First Reading of this item on December 12, 2016, and can be found on the Village website at:

http://www.villageofhinsdale.org/document_center/VillageBoard/2016/DEC/12%2012%2016%20VBOT%20packet.pdf

Application for Local Landmark Designation and Exhibits
Zoning Map and Project Location
Aerial View of 306 S. Garfield Ave. and 26 E. 3rd St.
3D View of 306 S. Garfield Ave. and 26 E. 3rd St.
Public Meeting Notice and Certification of Proper Notice
Findings and Recommendations for 306 S. Garfield Ave.
Findings and Recommendations for 26 E. 3rd St.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING A HISTORIC LANDMARK – SINGLE FAMILY HOME AT 306 S. GARFIELD AVENUE

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

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

WHEREAS, the Village received an application (the "Application") seeking to have the single-family residence located at 306 S. Garfield Avenue, Hinsdale, Illinois (the "Subject House"), designated as a historic landmark. The Application was filed by Sharon Starkson and James Oles (collectively, the "Applicant"), the legal owners of the Subject House. The property on which the Subject House is located is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, pursuant to notice published and mailed in the manner required by the Village Code, the Hinsdale Historic Preservation Commission (the "Commission") conducted a public hearing on September 14, 2016 and October 12, 2016, to consider the Application; and

WHEREAS, the Commission, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the requested landmark designation; and

WHEREAS, the Commission has filed its report of Findings and Recommendation regarding the landmark designation, a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, at a public meeting on December 13, 2016, considered the Application, as well as the Findings and Recommendation of the Commission; and

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

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

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

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

SECTION 3: Designation as Historic Landmark. The nomination of the Subject House located at 306 S. Garfield Avenue, Hinsdale, Illinois, as a historic landmark is hereby approved and the Subject House is hereby designated as a historic landmark. The Subject House shall hereafter be subject to the requirements of Title 14 of the Village Code, as amended from time to time.

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

SECTION 5: Not Applicable to Other Buildings. The historic landmark designation approved by this Ordinance applies only to the Subject House and does not apply to any other building on the property at 306 S. Garfield Avenue.

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

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

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

PASSED this _____ day of _____ 2016.

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 2 IN BORSOM'S RESUBDIVISION OF LOT 1 IN BLOCK 10 IN THE ORIGINAL TOWN OF HINSDALE, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED NOVEMBER 14, 1966 AS DOCUMENT R66-44785, IN DUPAGE COUNTY, ILLINOIS.

Commonly Known As: 306 S. Garfield Avenue, Hinsdale, Illinois.
PIN: 09-12-131-004-0000

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE HISTORIC PRESERVATION COMMISSION (HPC)

RE: 306 S. Garfield Avenue (Sharon Starkson and James Oles)
Designation as Landmark Building - HPC Case: HPC-01-2016

DATE OF HPC REVIEW: September 14, 2016 and October 12, 2016

DATE OF BOARD OF TRUSTEES 1ST READING: December 6, 2016

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Sharon Starkson and James Oles (the "Applicants") submitted an application under Section 14-3-2 of the Village Code of Hinsdale (the "Village Code") to the Village of Hinsdale ("Village") nominating the structure located at 306 S. Garfield Avenue for designation as an historic landmark. The applicants are the owner of record of the Subject Building.
2. The Subject Building also known as the William and Helen Coffeen House at 306 S. Garfield Street in Hinsdale, Illinois is a two and a half story Prairie School residence designed by architect George W. Maher in 1899. Per the HPC, the Coffeen House at 306 S. Garfield Ave. (PIN 09-12-131-004) and its original coach house located at 26 E. 3rd Street (PIN 09-12-131-003) shall be designated an official landmark by ordinance separately, each with its individual Findings and Recommendation. This is to prevent potential complications should the properties be sold separately. 26 E. 3rd Street has been given the HPC Case number: HPC-05-2016.
3. The Hinsdale Historic Preservation Commission finds that the Subject Building complies with one or more of the criteria set forth in Section 14-3-1 of the Village Code that shall be considered with a nomination for landmark designation for the following reasons, and specifically notes the following significant features in the exterior architectural appearance of the Subject Building and significant historical facts associated with the Subject Building that should be protected and preserved:
 - A. The Subject Building has significant character, interest or value as part of the historic, aesthetic, or architectural heritage of the Village, as set forth in Section 14-3-1A1 of the Village Code, because it contains both typical and atypical representation of the architecture of George W. Maher.
 - B. The Subject Building is closely identified with a person or persons who significantly contributed to the development of the Village, as set forth in Section 14-3-1A2 of the Village Code, because the Subject Building was designed by architect George Washington Maher. George W. Maher was born in Mill Creek, West Virginia on December 25, 1864. By 1883 Maher was living and working in Chicago. He is first listed in the Chicago directories in that year as a draftsman working in the office of Chicago architects Augustus Bauer and Henry W. Hill. By 1887 he had moved to the office of Joseph L. Silsbee in Chicago's Lakeside Building. While working for Silsbee, Maher learned how to make houses in the American styles that preceded the Prairie School and had first-hand experience in designing residences in the Shingle Style, Richardsonian Romanesque, and Colonial Revival. In the late 1890s, Maher began to formulate a personal style that departed from the revival styling of his early work. Responding in part to modern houses in the area, particularly Adler & Sullivan's Charnley House (1892) in Chicago and Frank Lloyd Wright's Winslow House (1894) in River Forest, Maher came to favor symmetrical designs with hipped roofs, broad porches, and walls faced with smooth surfaces of Roman brick or stucco.
 - C. The Subject Building represents certain distinguishing characteristics of architecture inherently valuable for the study and type of property, as set forth in Section 14-3-1B1 of the Village Code, because the Subject

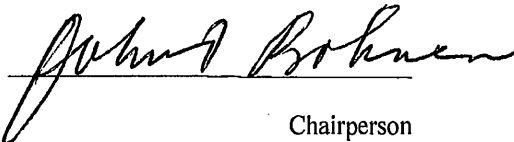
Building is a fine example of a pivotal period in the evolution of Maher's Prairie School work as he refined his use of stucco as a material and used simple unadorned forms and complex details in stained glass and carved wood that became classic features of his architecture.

- D. The Subject Building embodies elements of design, detail, material, or craftsmanship of exceptional quality, as set forth in Section 14-3-1B2 of the Village Code, because the Subject Building contains exceptional detailing, included in the façade, which is symmetrical and is finished in stucco. The hipped roof has deep eaves and brick chimneys rise on the side elevations. Original, fret sawed ornament with ball beading is preserved at the cornices, around the entrance door, around the pair of windows on the second floor and around the roof dormer. A one-story, open porch extends across the front and there are six limestone steps in the center leading up to the wood porch deck. The porch is faced with white Roman brick with stone copings, it has four Roman brick piers supporting its roof, and Roman brick balustrades with stone copings border the stairs. Beneath the eaves, the cornice consists of ball beading with fret sawed wood in a pattern of repeated triangles running directly below. A flat wood frieze runs beneath the cornice.
- E. The Subject Building exemplifies or is one of the few remaining examples of a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction, as set forth in Section 14-3-1B3 of the Village Code.
- F. The Subject Building is associated with the life or activities of a person who has significantly contributed to or participated in historic events associated with the Village, as set forth in Section 14-3-1-C3 of the Village Code, because the building's designer, George W. Maher, was nationally recognized for his contributions to architecture. He was elected to the American Institute of Architects in 1901 and became a Fellow in 1916. In 1918 he was elected President of the Illinois Society of Architects. In 1921, he acted as chairman of the municipal art and town planning committee of the American Institute of Architects and actively promoted the preservation of the Palace of Fine Arts from the World's Columbian Exposition, which eventually became the Museum of Science and Industry.

II. RECOMMENDATION

The Village of Hinsdale Historic Preservation Commission, on a vote of three (3) "Ayes," and zero (0) "Nays," recommends that the President and Board of Trustees designate the Subject Building, in its entirety, as an historic landmark.

HINSDALE HISTORIC PRESERVATION COMMISSION

By: 
Chairperson

Dated this 9th day of November, 2016.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE DESIGNATING A HISTORIC LANDMARK –
COACH HOUSE AT 26 E. THIRD STREET**

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

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

WHEREAS, the Village received an application (the "Application") seeking to have the coach house located at 26 E. Third Street, Hinsdale, Illinois (the "Subject Coach House"), designated as a historic landmark. The Application was filed by Sharon Starkson and James Oles (collectively, the "Applicant"), the legal owners of the Subject Coach House. The property on which the Subject Coach House is located is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, pursuant to notice published and mailed in the manner required by the Village Code, the Hinsdale Historic Preservation Commission (the "Commission") conducted a public hearing on September 14, 2016 and October 12, 2016, to consider the Application; and

WHEREAS, the Commission, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the requested landmark designation; and

WHEREAS, the Commission has filed its report of Findings and Recommendation regarding the landmark designation, a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, at a public meeting on December 13, 2016, considered the Application, as well as the Findings and Recommendation of the Commission; and

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

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

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

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

SECTION 3: Designation as Historic Landmark. The nomination of the Subject Coach House located at 26 E. Garfield Street, Hinsdale, Illinois, as a historic landmark is hereby approved and the Subject Coach House is hereby designated as a historic landmark. The Subject Coach House shall hereafter be subject to the requirements of Title 14 of the Village Code, as amended from time to time.

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

SECTION 5: Not Applicable to Other Buildings. The historic landmark designation approved by this Ordinance applies only to the Subject Coach House and does not apply to any other building on the property at 26 E. Third Street.

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

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

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

PASSED this _____ day of _____ 2016.

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN BORSOM'S RESUBDIVISION OF LOT 1 IN BLOCK 10 IN THE ORIGINAL TOWN OF HINSDALE, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED NOVEMBER 14, 1966 AS DOCUMENT R66-44785, IN DUPAGE COUNTY, ILLINOIS.

Commonly Known As: 26 E. Third Street, Hinsdale, Illinois.
PIN: 09-12-131-003-0000

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE HISTORIC PRESERVATION COMMISSION (HPC)

RE: 26 E. Third Street - Coach House (Sharon Starkson and James Oles)
Designation as Landmark Building - HPC Case: HPC-05-2016

DATE OF HPC REVIEW: September 14, 2016 and October 12, 2016

DATE OF BOARD OF TRUSTEES 1ST READING: December 6, 2016

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Sharon Starkson and James Oles (the "Applicants") submitted an application under Section 14-3-2 of the Village Code of Hinsdale (the "Village Code") to the Village of Hinsdale ("Village") nominating the structure located at 306 S. Garfield Avenue for designation as an historic landmark. The applicants are the owner of record of the Subject Building.
2. The Subject Building also known as the William and Helen Coffeen House at 306 S. Garfield Street in Hinsdale, Illinois is a two and a half story Prairie School residence designed by architect George W. Maher in 1899. Per the HPC, the Coffeen House at 306 S. Garfield Ave. (PIN 09-12-131-004) and its original coach house located at 26 E. 3rd Street (PIN 09-12-131-003) shall be designated an official landmark by ordinance separately, each with its individual Findings and Recommendation. This is to prevent potential complications should the properties be sold separately. The coach house at 26 E. 3rd Street has been given the HPC Case number: HPC-05-2016.
3. The Hinsdale Historic Preservation Commission finds that the Subject Building complies with one or more of the criteria set forth in Section 14-3-1 of the Village Code that shall be considered with a nomination for landmark designation for the following reasons, and specifically notes the following significant features in the exterior architectural appearance of the Subject Building and significant historical facts associated with the Subject Building that should be protected and preserved:
 - A. The Subject Building has significant character, interest or value as part of the historic, aesthetic, or architectural heritage of the Village, as set forth in Section 14-3-1A1 of the Village Code, because it contains both typical and atypical representation of the architecture of George W. Maher.
 - B. The Subject Building is closely identified with a person or persons who significantly contributed to the development of the Village, as set forth in Section 14-3-1A2 of the Village Code, because the Subject Building was designed by architect George Washington Maher. George W. Maher was born in Mill Creek, West Virginia on December 25, 1864. By 1883 Maher was living and working in Chicago. He is first listed in the Chicago directories in that year as a draftsman working in the office of Chicago architects Augustus Bauer and Henry W. Hill. By 1887 he had moved to the office of Joseph L. Silsbee in Chicago's Lakeside Building. While working for Silsbee, Maher learned how to make houses in the American styles that preceded the Prairie School and had first-hand experience in designing residences in the Shingle Style, Richardsonian Romanesque, and Colonial Revival. In the late 1890s, Maher began to formulate a personal style that departed from the revival styling of his early work. Responding in part to modern houses in the area, particularly Adler & Sullivan's Charnley House (1892) in Chicago and Frank Lloyd Wright's Winslow House (1894) in River Forest, Maher came to favor symmetrical designs with hipped roofs, broad porches, and walls faced with smooth surfaces of Roman brick or stucco.
 - C. The Subject Building represents certain distinguishing characteristics of architecture inherently valuable for the study and type of property, as set forth in Section 14-3-1B1 of the Village Code, because the Subject

Building is a fine example of a pivotal period in the evolution of Maher's Prairie School work as he refined his use of stucco as a material and used simple unadorned forms and complex details in stained glass and carved wood that became classic features of his architecture.

- D. The Subject Building embodies elements of design, detail, material, or craftsmanship of exceptional quality, as set forth in Section 14-3-1B2 of the Village Code, because the Subject Building contains exceptional detailing, included in the façade, which is an L-shaped, two-story structure with stucco walls that are slightly flared at the base. The long section has a hip-on-gable or jerkin head roof with brackets under the eaves, a hipped dormer, and a cupola. The windows on the long elevation are separated by exposed timberwork. The shorter section of the coach house has a half-hipped roof with an inset dormer. On the side (east) elevation of the long wing, the grouping of windows separated by exposed timbers is original. There also are two small original windows at the rear of the coach house.
- E. The Subject Building exemplifies or is one of the few remaining examples of a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction, as set forth in Section 14-3-1B3 of the Village Code.
- F. The Subject Building is associated with the life or activities of a person who has significantly contributed to or participated in historic events associated with the Village, as set forth in Section 14-3-1-C3 of the Village Code, because the building's designer, George W. Maher, was nationally recognized for his contributions to architecture. He was elected to the American Institute of Architects in 1901 and became a Fellow in 1916. In 1918 he was elected President of the Illinois Society of Architects. In 1921, he acted as chairman of the municipal art and town planning committee of the American Institute of Architects and actively promoted the preservation of the Palace of Fine Arts from the World's Columbian Exposition, which eventually became the Museum of Science and Industry.

II. RECOMMENDATION

The Village of Hinsdale Historic Preservation Commission, on a vote of three (3) "Ayes," and zero (0) "Nays," recommends that the President and Board of Trustees designate the Subject Building, in its entirety, as an historic landmark.

HINSDALE HISTORIC PRESERVATION COMMISSION

By: 

Chairperson

Dated this 9th day of November, 2016.

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Major Adjustment Application to Approved Exterior Appearance Plan
22 E. First Street – Nabuki Restaurant

MEETING DATE: January 10, 2017

FROM: Chan Yu, Village Planner

Recommended Motion

Move to 'Approve an Ordinance Approving a Major Adjustment to an Exterior Appearance Plan for Façade Changes at 22 E. First Street'.

Background

The Village of Hinsdale has received a letter from Peter Burdi, owner of Nabuki Restaurant, requesting retroactive approval to replace the front façade windows and an existing brick planter with a limestone slab with matching granite. Per Mr. Burdi, the general contractor advised that the windows were old, deteriorated and a potential hazard to the public.

On September 14, 2016, Mr. Burdi presented to the Plan Commission (PC) the Exterior Appearance plan to change the wall, door and windows inside the breezeway at 22 E. First Street for the Nabuki restaurant expansion next door (18 E. First Street). The PC unanimously recommended approval (8-0) of the exterior appearance plan.

On October 4, 2016, Mr. Burdi presented the exterior appearance plan to the Board of Trustees (BOT). On November 1, 2016, the BOT unanimously approved an Ordinance approving an Exterior Appearance Plan for Replacement of an Existing Entry and other Modifications in the Breezeway (5-0, 1 absent).

Discussion & Recommendation

Should the Board find the request is not in substantial conformity with the Exterior Appearance Plan, the appropriate motion would be to "Move to refer the request to the PC for further hearing and review."

Village Board and/or Committee Action

President Cauley reviewed the retroactive approval request at the December 12, 2016, BOT meeting. The applicant reviewed and answered all the questions the Board had. With no further questions, the Board moved the item for the next scheduled meeting for final approval.

Documents Attached

Ordinance

The following related materials were provided for the First Reading of this item on December 12, 2016, and can be found on the Village website at:

http://www.villageofhinsdale.org/document_center/VillageBoard/2016/DEC/12%2012%2016%20VBOT%20packet.pdf

Major Adjustment Request Letter and Exhibit (Dated November 10, 2016)
Approved Exterior Appearance Plan Ordinance
Approved September 14, 2016 PC Minutes
Zoning Map and Project Location
Street View of 22 E. First Street

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO AN EXTERIOR
APPEARANCE PLAN FOR FAÇADE CHANGES – 22 E. FIRST STREET**

WHEREAS, Peter Burdi (the “Applicant”), co-owner of Nabuki Restaurant, recently sought and received approval of an exterior appearance plan (the “Approved Exterior Appearance Plan”) related to the modification of a wall and installation of a new door and windows in the breezeway at 22 E. First Street for the expansion of Nabuki Restaurant, located at 18 E. First Street (collectively, the 18 – 22 E. First Street properties are the “Subject Property”). The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Applicant subsequently, in addition to the breezeway work, replaced the existing front windows of Nabuki Restaurant, and replaced an existing flower bed and railing with a new limestone slab (collectively, the “Façade Changes”), after being advised by his general contractor that the windows and railing were old, deteriorated and a potential hazard to the public; and

WHEREAS, the Applicant now requests a retroactive major adjustment to the Approved Exterior Appearance Plan for the Façade Changes. The Façade Changes are depicted in the Supplemental Exterior Appearance Plan attached hereto as **Exhibit B** and made a part hereof; and

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

WHEREAS, the President and Board of Trustees have duly considered all of the materials, facts and circumstances affecting the Application, and find the Application to be in substantial conformity with the Approved Exterior Appearance Plan, and that the standards set forth in Section 11-606 of the Zoning Code governing exterior appearance review are satisfied, subject to the conditions stated in this Ordinance.

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

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

SECTION 2: Approval of Major Adjustment to Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Section 11-606 of the Hinsdale Zoning Code, retroactively approves the Façade Changes depicted in the Supplemental Exterior Appearance Plan attached to this Ordinance as **Exhibit B** and made a part hereof, as a Major Adjustment to the

Approved Exterior Appearance Plan, subject to the conditions set forth in Section 3 of this Ordinance. The Approved Exterior Appearance Plan is hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

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

- A. Compliance with Plans. All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Supplemental Exterior Appearance Plan attached as **Exhibit B.**
- B. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2016

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THE WEST 16.5 FEET OF THE VACATED ALLEY 33 FEET IN WIDTH EXTENDING THROUGH THE CENTER OF BLOCK 5 IN TOWN OF HINSDALE AND LYING EAST OF AND ADJOINING LOTS 8 AND 9 IN HINSDALE STATE BANK RESUBDIVISION OF LOT 2 AND NORTH 12 FEET OF LOT 3 IN BLOCK 5 OF ORIGINAL TOWN OF HINSDALE, IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TOWN OF HINSDALE RECORDED AUGUST 14, 1866 AS DOCUMENT 7738 IN DUPAGE COUNTY, ILLINOIS.

**Commonly known as: 22 E. First Street, Hinsdale, IL 60521
PIN: 09-12-130-021**

AND

LOT 8 IN HINSDALE STATE BANK RESUBDIVISION OF LOT 2 AND THE NORTH 12 FEET OF LOT 3 IN BLOCK 5 IN THE ORIGINAL TOWN OF HINSDALE IN THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

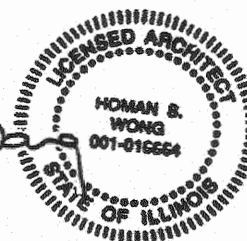
**Commonly known as: 18-20 E. First Street, Hinsdale, IL 60521
PIN: 09-12-130-006**

EXHIBIT B

**SUPPLEMENTAL EXTERIOR APPEARANCE PLAN
(ATTACHED)**



Hansel



A6



MEMORANDUM

DATE: December 20, 2016
TO: President Cauley and the Village Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Robert McGinnis, Community Development Director/Building Commissioner
RE: **Community Development Department Monthly Report- November 2016**

In the month of November the department issued 75 permits, including 1 demolition permit. The department conducted 369 inspections and revenue for the month came in at just over \$59,500.

There are approximately 73 applications in house, including 19 single family homes and 15 commercial alterations. There are 30 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 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, 60 engineering inspections were performed for the month of November by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 21 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT November 2016

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	0	4			
New Multi Family Homes	0	0			
Residential Addns./Alts.	11	13			
Commercial New	0	0			
Commercial Addns./Alts.	3	4			
Miscellaneous	29	35			
Demolitions	1	4			
Total Building Permits	44	60	\$ 46,547.00	\$737,519.00	\$1,108,356.00
Total Electrical Permits	15	15	\$ 4,458.00	\$ 67,461.00	\$110,717.00
Total Plumbing Permits	16	16	\$ 8,538.00	\$ 106,035.00	\$193,671.00
TOTALS	75	91	\$ 59,543.00	\$911,015.00	\$ 1,412,744.00

Citations			\$0		
Vacant Properties	21				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	216	227			
Plumbing	37	23			
Property Maint./Site Mgmt.	56	42			
Engineering	60	22			
TOTALS	369	314			

REMARKS:

VILLAGE OF HINSDALE - November 15, 2016

<i>Name</i>	<i>Ticket NO.</i>	<i>Location</i>	<i>Violation</i>	<i>Ord Fine</i>	<i>Result</i>
Antipov, Alexei	11656	221 E. 9th Street	Work without a permit	Continued	
Inderjote, Kathuhria	11639	710 Wilson	Property Maintenance Violations	no show	

Fines assessed:**STOP WORK ORDERS ASSESSED**

<i>Date</i>	<i>SWO Issued to</i>	<i>Address</i>	<i>Reason</i>
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SWO assessed:**MONTHLY TOTAL:**

0



MEMORANDUM

DATE: January 10th, 2017

TO: President Cauley and Village Board of Trustees

FROM: Heather Bereckis, Interim Manager of Parks & Recreation

RE: December Staff Report

The following is a summary of activities completed by the Parks & Recreation Department during the month of December.

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. Renewal letters went out in August to all past platform members, and staff has been working diligently with the Hinsdale Platform Tennis Association (HPTA) to ensure that individuals playing in their leagues purchase a membership. There are still approximately 20 members outstanding; approximately 20 members have renewed since the December Parks & Recreation staff report.

The bulk of membership revenue has posted at this time, but final numbers are not yet reflected. 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 Fees	2016/17 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.

Platform Tennis Membership Summary

	2015						2016						
Memberships as of 12/20/16	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	9	56	65	\$7,800	\$200	10	39	49	-16	\$9,800	\$2,000	26%	
Resident Family	8	18	26	\$4,550	\$250	2	22	24	-2	\$6,000	\$1,450	32%	
Resident Secondary	15	58	73	\$0	\$0	5	50	55	-18	\$0	\$0	0%	
Resident Total	32	132	164	\$12,350		17	111	128	-36	\$15,800	\$3,450	28%	
Non-Resident Individual	9	70	79	\$22,831	\$300	25	75	100	-21	\$30,000	\$7,169	31%	
Non-Resident Family	0	14	14	\$4,830	\$375	7	10	17	3	\$6,375	\$1,545	32%	
Non-Resident Secondary	1	38	39	\$0	\$0	10	43	53	14	\$0	\$0	0%	
Non-Resident Total	10	122	132	\$27,661		42	128	170	38	\$36,375	\$8,714	32%	
Resident Lifetime	N/A	172	172	\$0	\$0	N/A	156	156	-16	\$0	\$0	0%	
Non-Resident Lifetime	N/A	103	103			N/A	94	94	-9	\$0	\$0	0%	
Total Lifetime Members	N/A	275	275			N/A	250	250	-25	\$0	\$0	0%	
Total Membership Revenue	42	426	571	\$40,011		59	395	548	-23	\$52,175	\$12,164	30%	

Lesson information for platform tennis has been included in the fall brochure. 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 is due in January.

Katherine Legge Memorial Lodge

Preliminary gross rental revenue for the fiscal year to-date is \$99,485. 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 seventh month of the fiscal year is \$6,700. In November, there were six events held at the Lodge, which is six less than the prior year. Expenses for November are down 21% over the prior year, which can be directly attributed to the decrease in rental and staff costs, as staff is not needed for evenings when the facility has no events.

REVENUES	November		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	\$14,825	\$6,700	\$146,675	\$99,485	(\$47,190)	\$180,000	55%	\$160,000	92%
Caterer's Licenses	\$0	\$0	\$13,266	\$9,000	(\$4,266)	\$15,000	60%	\$15,000	88%
Total Revenues	\$14,825	\$6,700	\$159,941	\$108,485	(\$51,456)	\$195,000	56%	\$175,000	91%
EXPENSES	November		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	\$17,837	\$14,534	\$99,726	\$79,256	(\$20,470)	\$212,741	37%	\$199,700	50%
Net	(\$3,012)	(\$7,834)	\$60,215	\$29,229	(\$30,986)	(\$17,741)		(\$24,700)	

MEMORANDUM

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
total	\$ 90,461	\$ 89,911	\$ 117,385	\$ 132,673	\$ 146,675	\$ 99,485

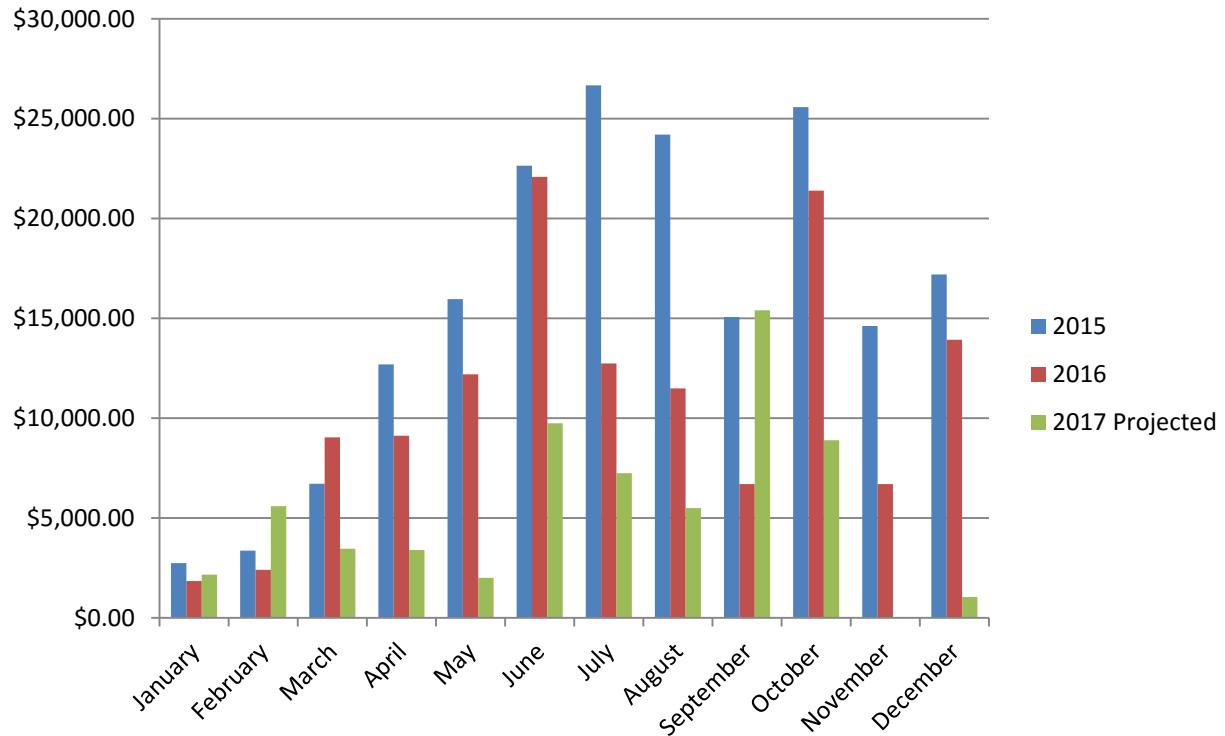
To assist in future revenue prediction, staff has begun tracking future bookings and forecasting revenues. Below is a graph showing the past two years of data and the upcoming year's projection. Future predictions are based on the average revenue from the event type. Also included below are charts indicating 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 bi-weekly.

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 this 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 first Lodge Open House was held on December 28th, 2016. The event allowed patrons to tour the facility, and a 10% discount was offered to visitors if they ultimately opt to book an event. Although only three potential clients attended the first Open House, two bookings were made as a result. 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.

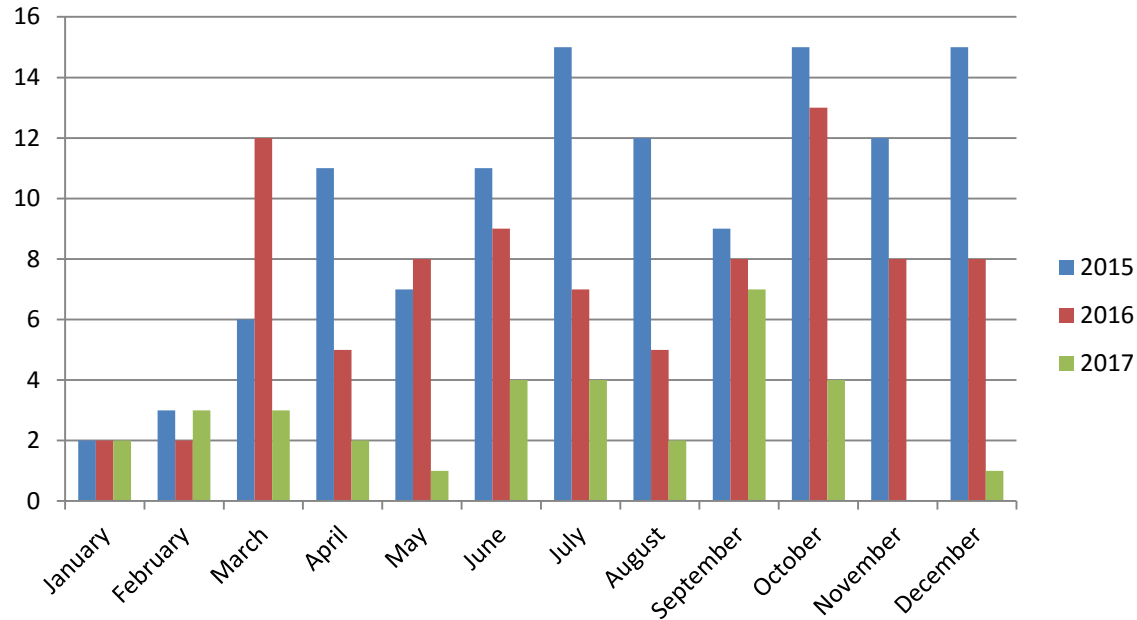
KLM Revenue 2015-2017

Data as of 12/16/2016



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	2	1			3		1	1		2
March	1	2			3	1	8	2		11
April	1	1			2		2	3		5
May	1				1	4		4		8
June	2	1	1	1	5	7	1		1	9
July	4				4	6		1		7
August	2				2	3	2			5
September	5	2			7	3	3	2		8
October	3	1			4	8	4	1		13
November					0	3	3	2		8
December			1		1	2	1	5		8
Total	21	10	3	1	35	37	25	23	1	86



MEMORANDUM

Fall Brochure & Activities

The Holiday Express, formerly known as the Polar Express, took place on Sunday, December 4th. Due to the popularity of the event and limited slots provided by Metra, a lottery system was utilized for registration of this event; all registrants were able to be accommodated. Registered participants took the train from Hinsdale to the Aurora station and participants enjoyed a buffet, entertainment, crafts and visits with Santa at the Two Brothers Roundhouse banquet facility.

On Saturday, December 3rd, families enjoyed Breakfast with Santa at Katherine Legge Memorial Lodge. The event included a continental breakfast and a visit with Santa. Approximately 80 people were in attendance.

The Winter/Spring 2017 Recreation Program Guide has been completed. Brochures were delivered to Hinsdale residents on Monday, December 5th. Registration began on Monday, December 12th. Staff is now in the planning phase for the Summer 2017 brochure, which is set to be delivered on March 20th.

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. Unsupervised Warming House hours at Burns will be from 3:30-6:30pm on weekdays and 10am-6pm on weekends, as weather permits. 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.