



MEETING AGENDA

**SPECIAL MEETING OF THE
VILLAGE BOARD OF TRUSTEES
Thursday, February 15, 2018
7:30 P.M.
MEMORIAL HALL – MEMORIAL BUILDING
(Revised)**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
 - a) Meeting of February 6, 2018
- 4. CITIZENS' PETITIONS** (Pertaining to items appearing on this agenda)*
- 5. VILLAGE PRESIDENT'S REPORT**
- 6. FIRST READINGS – INTRODUCTION****

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

Administration & Community Affairs (Chair Hughes)

- a) Approve a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on the following Sundays: June 17, 2018, August 12, 2018 and October 7, 2018 for a Fuelled coffee and classic car event

Environment and Public Service (Chair Brynes)

- b) Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck
- c) Approval and agreement with Wight and Company to provide design and construction management services to build a parking deck per the terms of the contract for a cost not to exceed \$1,058,653

Zoning and Public Safety (Chair Stifflear)

- d) Approve an Ordinance Approving Withdrawal of an Historic Landmark Designation for 244 East First Street – HPC Case No. 10-2017

7. CONSENT AGENDA

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

Administration & Community Affairs (Chair Hughes)

- a) Approval and payment of the accounts payable for the period of February 7, 2018 to February 15, 2018, in the aggregate amount of \$695,746.48 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

Environment and Public Service (Chair Brynes)

- b) Award Extension of Contract #1582 for Tree Pruning to Trees R Us, Inc., in an amount not to exceed \$73,906***
- c) Award Extension of Contract #1624 for Landscape Maintenance Services to A&B Landscaping and Tree Service, Inc., in an amount not to exceed \$135,145***

8. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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

Administration & Community Affairs (Chair Hughes)

- a) Approve the FY2018-19 through FY2022-23 Capital Improvement Plan (CIP) (*First Reading – Committee of the Whole January 9, 2018*)

Zoning & Public Safety (Chair Stifflear)

- b) Approve an Ordinance amending Section 6-106 (“Special Uses”) of the Hinsdale Zoning Code to allow Automobile Driving Instruction as a Special Use in the O-2 Limited Office Zoning District; **and**
Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the O-2 Limited Office Zoning District at 7 N. Grant Street – Responsible Driver (*First Reading – February 6, 2018*)
- c) Approve an Ordinance Amending Section 5-105 (“Special Uses”) of the Hinsdale Zoning Code to Allow Automobile Driving Instruction as a Special Use in the B-1 Community Business Zoning District; **and**
Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the B-1 Community Business Zoning District at 1 Grant Square – Top Driver (*First Reading – February 6, 2018*)

9. DISCUSSION ITEMS

- a) Update on proposed I-294 Tollway expansion

10. DEPARTMENT AND STAFF REPORTS

- a) Fire

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

12. OTHER BUSINESS

13. NEW BUSINESS

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

15. TRUSTEE COMMENTS

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

17. ADJOURNMENT

*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.

*****The Village Board reserves the right to take final action on an Item listed as a First Reading if, pursuant to motion, the Board acts to waive the two reading policy.***

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

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

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

Website <http://villageofhinsdale.org>

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING OF
February 6, 2018**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, February 6, 2018 at 7:30 p.m., roll call was taken.

Present: Trustees Christopher Elder, Michael Ripani, Luke Stifflear, Gerald J. Hughes, Matthew Posthuma, Neale Byrnes and President Tom Cauley

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Brian King, Fire Chief John Giannelli, Director of Public Services George Peluso, Director of Community Development/Building Commissioner Robb McGinnis, Superintendent of Parks & Recreation Heather Bereckis, Village Planner Chan Yu, Administration Manager Emily Wagner and Management Analyst Jean Bueche

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) **Special Meeting of January 23, 2018**

Trustee Hughes corrected a typographical error in the draft minutes. Trustee Elder moved to **approve the draft minutes of the Special Meeting of January 23, 2018, as amended.** Trustee Hughes seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

None.

APPOINTMENTS TO BOARDS AND COMMISSIONS

a) **Mr. William Haarlow to the Historic Preservation Commission**

President Cauley asked for a motion to approve the appointment of Mr. William Haarlow to the Historic Preservation Commission through April 30, 2019, to complete the unexpired term of Mr. Tom Willett.

Trustee Elder moved to **Approve the appointment to the Historic Preservation Commission, as recommended by the Village President.** Trustee Ripani seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

FIRST READINGS – INTRODUCTION**

Zoning & Public Safety (Chair Stifflear)

a) **Approve a text amendment to Section 6-106 (“Special Uses”), to allow automobile driving instruction as a Special Use in O-2 Limited Office Zoning Districts, and concurrent Special Use Permit for Responsible Driver at 7. N. Grant Street, in the lower level** (*Discussion Item – October 3, 2017*)

Trustee Stifflear introduced the item stating that in November 2017, the Village Board referred this matter to the Plan Commission for public hearing, asking that one parking space be required for every 250’ square feet of office space, and be classified as a special use. At the January 10th Plan Commission public hearing, the owner requested a bike rack for students. The Plan Commission unanimously approved the matter. Trustee Stifflear noted this request is consistent with other special uses not captured in the code.

Mr. Bryan Kearney, owner of Responsible Driver, addressed the Board stating that six parking spots are guaranteed, there are 11 parking spaces total, but the owner may use some several hours a week. He added that State law requires classes be completed by 9:00 p.m.

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

b) **Approve a text amendment to Section 5-105 (“Special Uses”), to allow automobile driving instruction as a Special Use in B-1 Community Business Zoning Districts, but not on the first floor, and concurrent Special Use Permit for Responsible Driver at 1 Grant Square, on the second floor** (*Discussion Item - October 3, 2017*)

Trustee Stifflear introduced the item, stating it was essentially the same as the previous item, except this item excludes having this type of business on the first floor. This matter was reviewed with the same Plan Commission schedule as the previous item, the bike rack was included, and also received unanimous approval.

Mr. Peter Coules, attorney representing the applicant, addressed the Board adding there will be four dedicated parking spaces.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Stifflear moved **Approval and payment of the accounts payable for the period of January 24, 2018 to February 6, 2018, in the aggregate amount of \$947,107.35 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Posthuma seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Zoning & Public Safety (Chair Stifflear)

- a) **Approve an Ordinance approving Lot Size and Lot Width Variations from Section 3-110 of the Village of Hinsdale Zoning Ordinance at 640 Mills Street, Hinsdale, IL – Case Number V-07-17 (First Reading – January 23, 2018)**

President Cauley introduced the item and reviewed the requested variation which is to subdivide the subject property into two non-conforming lots of 7,500 square feet instead of 10,000' square feet and a 60' foot frontage instead of a 70' foot frontage. The Zoning Board of Appeals (ZBA) unanimously approved the request, but it is beyond their authority to grant final approval, therefore the matter comes to the Village Board for final approval.

Mr. Norman Chimienti, attorney representing Paul & Vida Chenier, addressed the Board. He explained that President Cauley had asked him to address why the Mills case is different than the recent 435 Woodside request, and to specifically address how the facts relevant to granting this variance differ from that matter. Mr. Chimienti said he will limit his remarks to this request, but he and Ms. Chenier will be happy to answer any questions the Board may have. He also explained that he would not comment on the ZBA conclusions regarding 435 Woodside, as it is not his place. Of course, regarding this case, the findings of ZBA are correct, and they believe the standards for granting the variance were properly applied by the ZBA and they reached the proper conclusion. He outlined the factual differences between these matters as follows:

Number 1: 640 Mills fully complies with the legal non-conforming standards of Village Code §10-105 as it exists with no further action on their part. By contrast, the Woodside property would require re-platting to consolidate two parcels into a 'new' south lot. The rear lot line would need to be redrawn to add an additional 3,000' square feet to the south lot, and a portion of the structure located on the south lot must be relocated or demolished. All of these actions must be taken before the property can be granted a variance as a legal

non-conforming lot. The property at 640 Mills already meets the standards of a legal non-conforming lot as it was platted in 1929. Trustee Stifflear pointed out that there was a house that straddled the lot, similar to Woodside, but that it had been demolished. Mr. Chimienti said the standards permit removal of the structure, but no structure has to be removed at the present time. The effect of the house straddling the lot line puts the house in the category of a single zoning lot, even though the house is gone. This analysis is also found in the Village Attorney's memo that is part of the record.

President Cauley commented this was not a consideration for denial for the Board, to which Mr. Chimienti responded he is just pointing this out because there is no longer a structure on the property, and a bare bones reading of the criteria for a legal non-conforming lot are met. This is not the case with the Woodside south lot; it can be remedied, but it is not currently a legal non-conforming lot.

Number 2: In the R1 District there is a 30,000' square foot lot size minimum. The proposed Woodside south lot would be 17,000' square feet, adding the 3,000' square feet borrowed from the north lot, results in a 10,000' square foot deficit to the required lot size. The Mills property is located in the R4 District and they are asking for a 2,500' square foot variance. The request of the variance on Woodside is larger than the entire size of the Mills lot.

Number 3: Many of the lots in the Woodside area are significantly larger than the 435 Woodside property, as it presently exists. The Chenier's lot is exactly the same size as every other interior lot in their neighborhood; by allowing a comparable smaller lot at 435 Woodside, it would not be in character with the neighborhood. On Mills, an approval would put that lot in exact conformity with all the other lots in the neighborhood. If you do not permit the Mills variance, the property will be twice the size of any other, and not in conformity with the neighborhood.

Number 4: 100% of Chenier's neighbors support granting the variance. There was substantial neighbor opposition to the Woodside variance. Rather than questioning the motives of the neighbor in either case, Mr. Chimienti hopes the Board finds this difference significant. Trustee Elder believes there is a neighbor who does not consent, but they are not present this evening. Mr. Chimienti withdraws the 100%, adding they were not aware of any objection. Nevertheless, they believe this is a relevant consideration for the Mills case as it was for Woodside.

Number 5: The applicant and neighbors debate of the market value of the Woodside property, and related issues, were prominent in the discussion of that variance. On the other hand, the Mills property faces a tollway acoustical wall, and there is a chance the tollway will expand to the west. This results in a significant difference in the two applications. There is no debate about the worth of the Mills property.

Number 6: Assume for the sake of discussion, none of the rationale for seeking a variation on Woodside was economically motivated. We know an application for variance cannot be granted for personal gain, nevertheless, the grant of a variation at 435 Woodside would have resulted in a beneficial economic impact for the applicant. Contrast this with Mills property. Granting the variance would have zero economic benefit to the applicant. President Cauley suggested two homes on Mills would likely be worth more than one. However, Mr. Chimienti said at that location and under these circumstances, he would not draw that conclusion. He believes the likelihood of anyone putting a house on the second lot other than Chenier's son may be nil, and the granting of the variance is not likely to create any greater market value.

President Cauley said the Woodside applicant said it was to his economic detriment to subdivide, it was not a foregone conclusion from the applicant's point of view, that to subdivide would be economically advantageous. Mr. Chimienti responded he is not questioning the argument, or the conclusions, simply pointing out a significant difference of economic circumstances as a material difference in the applications.

Number 7: With respect to timing, when the ZBA made the Mills decision, it was fully aware of the Board action regarding Woodside, and the reason for that action. Mr. Chimienti referred to in the ZBA Findings and Recommendations in the 640 Mills case, wherein they distinguish between the facts in each case, and conclude the Cheniers met all standards, notwithstanding the Village Board rejection on Woodside.

Number 8: Following the public hearing for Woodside, the Board was informed of another remedy for the applicant other than a zoning variation, because a group of buyers would acquire the lot as is and preserve the Zook house. That option doesn't exist for the Cheniers; they have no buyer, their only remedy is for the Village to allow their son to build on the property. President Cauley suggested a possible remedy might be to add on to the existing house for the son. Mr. Chimienti does not believe it is a fair or realistic alternative to require the son's family to share a home instead of having their own residence; and concludes there is no buyer for this property.

In response to a question from the Board, Ms. Chenier addressed the Board and stated that she purchased the property as two lots, and the former owner had some interest in building on the second lot, but she and her husband did not want to do this. Discussion followed regarding the federal court appeal of Mr. Bernard, the former owner, filed in 2006 regarding the subdividing of the property which followed the Chenier's purchase of the property from him. Mr. Chimienti said they can't explain that, and there are no records, but it is reasonable to assume the Cheniers would have no knowledge of this activity. He added that as far as the County recorder's office is concerned, these are still two lots, and no amendment to the record exists that a title company or anyone could see to indicate otherwise.

Number 9: It was stated to the ZBA, that because of Mrs. Chenier's health issues, which her physician has certified to the ZBA, it would be extremely beneficial if her family were close by to watch her and help her on a daily basis. The Village has long honored the legal principal that Americans with Disabilities Act (ADA) considerations take precedence over Village code.

President Cauley said if this is moving from a variance request to an ADA request, it is a completely different issue. Mr. Chimienti pointed out it is a difference between the two applications, and there is a possibility the ADA would apply. President Cauley doesn't want to take a vote on this variance if ADA considerations are being introduced, as they have not been analyzed by this Board. Mr. Chimienti agreed to save that argument for another time.

Number 10: The Cheniers sought an interpretation of the single property for zoning purposes provisions of the code, the legal non-conforming overlay. The opinion was rendered to the effect that the only way available to them to cause the vacant lot to become buildable was to apply for a zoning variation. The applicant was guided by the direction of the Village attorney and the Village Board to proceed with a variation application. That is a feature of the application that is different than the Woodside application.

Mr. Chimienti pointed out that some Board members have struggled with the not self-created standard; in his opinion that standard refers to the unique conditions of the property that creates hardship, not the action of the applicant or a prior property owner. Discussion followed regarding 'constructive knowledge' and whether there is any obligation on the part of someone who buys a property to find out if there is any outstanding issue regarding the property. Mr. Chimienti stated he knows of no ordinance, no statute, no court decision or rule of law that places a duty on the applicant as described. President Cauley said if someone buys a property knowing the property couldn't be subdivided, you can't meet the self-created test.

It was clarified that there was an error in the ZBA application inasmuch as it states the applicant purchased the subject property in anticipation of dividing the property for their son to build a home on the second lot. Mrs. Chenier assured the Board she and her husband did not buy the property with the intention of selling it to their son, as her children were in grammar school when the home was purchased; there is an error in the application and it is badly phrased.

Mr. Chimienti mentioned one other feature of the zoning code that may be relevant. The Woodside case and the Mills case are before the Village Board because the requested variances are greater than 10%, and the Board correctly pointed out these cases involve the same zoning code provisions. However, the ZBA has heard other variation cases involving the same code provisions, those being single zoning lot provisions and legal non-conforming lot provisions. These are not the only two cases decided by the ZBA. Two others have been granted, one at 26 East Sixth Street, and another on Phillippa. He mentions these not because the facts are the same as Woodside or Mills, but only to emphasize the ZBA has wrestled with this issue and the anomalies of the code on prior occasions, and ruled to grant the variations based on the seven standards in the code that must be met. This applicant contends that the standards were met, and considering the significant factual differences between their case and the Woodside case, they hope the Board will feel comfortable in deciding in favor of the applicant in this case.

Trustee Elder asked Mr. Chimienti to clarify the not merely special privilege standard. Mr. Chimienti explained that all over the Village people are allowed to develop on legal non-conforming lots, to say that years ago a home crossed the lot line, is not their problem. His client is only asking to do what other people do on these types of lots. President Cauley believes the real question is whether they have lots that can be divided, or was there a house on both lots; only the lots that are analyzed by this standard should be relevant. Trustee Ripani said he looked at the ZBA record on this specific case, irrespective of the outcome of the Woodside case. Mr. Chimienti explained there is no precedential value in these cases, and all must stand on their own merits. Trustee Ripani referenced the not a special privilege discussion in the ZBA transcript, the evidence he sees is they want to restore the lot to its original buildability. Mr. Chimienti doesn't know if there are any other factors relevant to this issue, and does not believe someone is asking for something special if it is restored to its original state. Trustee Ripani also questioned the standard of whether the request is consistent with the code plan and purposes, when is not the purpose of the code that the properties be less dense. Mr. Chimienti countered that density is a bulk regulation, not the buildability of lots or if they should be legislated to be vacant, but rather a scale of development with structures too large. President Cauley said he agrees the

drafters of the 1988 code did not want any more non-conforming lots. The drafters of the 1988 code did not say that legal non-conforming lots that currently exist cannot be built on, but they did not want to create any additional lots smaller than the standards they set forth. Trustee Ripani offered that a possible remedy could be that a family member stay with Mrs. Chenier when her husband is out of town; this may not be desirable or convenient, but it is still a remedy.

Trustee Byrnes moved to **Approve an Ordinance approving Lot Size and Lot Width Variations from Section 3-110 of the Village of Hinsdale Zoning Ordinance at 640 Mills Street, Hinsdale, IL – Case Number V-07-17.** Trustee Elder seconded the motion.

Trustees discussed their points of view with respect to approval of the variance and the standards for approval, with the exception of Trustee Stifflear who had no comment. President Cauley asked for a roll call vote.

AYES: Trustees Elder and Byrnes

NAYS: Trustees Ripani, Hughes and Posthuma

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion denied.

b) **Approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for Redevelopment for an Auto Dealership – Bill Jacobs Land Rover – 336 E. Ogden Avenue (First Reading – January 23, 2018)**

Trustee Stifflear introduced the second reading to approve a site plan and exterior appearance for the new Landrover dealership, and recapped the specifications of the proposed building, noting an auto dealership is a permitted use in the B3 district. By way of background, Trustee Stifflear explained that in December 2016, the Village of Hinsdale and Landrover entered into a sales tax revenue and sharing agreement. This would ensure Landrover, one of Hinsdale's largest sales tax generators, would remain in the Village, and the Village would have a base amount of sales tax revenue going forward. He further outlined the public hearings and neighborhood meetings that addressed the issues with respect to the relocation of Landrover. In his opinion, the biggest change was to move all south facing doors to the east side to mitigate noise for the neighbors. The Plan Commission unanimously recommended site plan and exterior appearance, but with instructions for further discussion regarding the perimeter fence, landscaping and lighting. Since the first reading at the Village Board meeting, a compromise has been reached between Landrover, neighbors and the Village with respect to these issues. Regarding the fencing, Landrover will pay the full cost of \$168,000 for installation of a stone or pre-cast concrete eight foot fence, however, the Village will forgo \$50,000 of shared sales tax revenue above the base amount. This will not create a liability for the Village or require any payments be made from Village funds to Landrover or a fence vendor.

Trustee Stifflear moved to **Approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for Redevelopment for an Auto Dealership – Bill Jacobs Land Rover – 336 E. Ogden Avenue.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

President Cauley added it is important to bring commercial enterprises into the Village, but also be sensitive to the concerns of residents. He said the Village needs revenue, and the goal of the Board is to reach a compromise between the parties.

Michael Stick of 802 Franklin, addressed the Board stating this has been a long process, but he appreciates Landrover listening to residents, and the Board and staff for bringing the parties together.

Trustee Stifflear recognized the amount of work staff did to bring the parties together.

DISCUSSION ITEMS

a) Refuse, recycling and yard waste contract

Trustee Byrnes introduced the item which is a recommendation to retain Republic Services, the current waste hauler. He added people are satisfied with their performance, and outlined the cost reductions that are included in the proposed contract. There will be a 39% reduction in cost if people elect curbside pickup, a 45% senior discount and no increase in sticker prices. He said Ms. Emily Wagner, Ms. Jean Bueche and staff did a tremendous job negotiating this contract. Ms. Wagner addressed the Board, and thanked Ms. Bueche and Director of Public Services George Peluso for their efforts. Last fall, staff received Board approval to go ahead with a formal bidding process, which hadn't happened since 2007. Additionally, staff conducted a survey of residents regarding their satisfaction with garbage related issues. The new contract is driven by those responses, and is a five year contract with the option to renew for three single years. The current contract expires in April, but staff would like to extend that contract to October 31st and have the new contract take effect on November 1st. This will ensure ample time for residents to make an informed decision. Currently, all service is for back door service, and the survey indicated that people would like to have a curbside option and save money. It has been observed that people are already taking their garbage to the curb, but Ms. Wagner confirmed that all residents are paying for back door service. It was noted the three one year renewals would be a different cost structure, and costs would be renegotiated at that time. She noted the packet provided to the Board includes comparison cost information, for example current back door pickup is \$32.28/per month; if a resident opted for curbside pickup the monthly charge would drop to \$19.60/per month. One of the other key features of the contract is recycling pick up. The survey indicated residents would like a larger toter. Currently, these have a 65 gallon capacity, but in the spring of 2019 residents will be provided a 95 gallon toter. The contractor recommended waiting until 2019 for this improvement because there will be lots of changes, and residents might be overwhelmed with another change. It was noted the default service is back door pick up, and President Cauley suggested flipping this. Ms. Wagner said staff will

look into this, but the contractor had suggested this default because of the long-standing history of back door pickup in Hinsdale. Ms. Wagner explained the timeline would be to have first and second readings at the next two Board meetings, and work with the contractor to provide public information, and send a mailer to every household.

Trustee Byrnes noted there is a small 8% increase to residents who opt to stay with back door pickup, and President Cauley added that the senior discount might make this a net zero as he believes most back door users are seniors. It was pointed out the senior discount is only applicable to curbside pickup, but staff will revisit this based on Board feedback.

b) Online vehicle sticker program

Village Manager Gargano announced that on March 1st residents, for the first time, will be able to purchase their vehicle stickers on line. Staff is happy to be able to accommodate this resident request.

c) Community Pool private lesson pay rate

Superintendent of Parks & Recreation Heather Bereckis addressed the Board and explained staff is asking for an additional dollar per hour paid to staff that teach private swim lessons. These staff members are required to take additional training to teach private lessons. Compared to other communities, Hinsdale charges more for the lessons, but pays staff less. Raising the pay to \$10.00/per hour would be more equivalent to other communities. Trustee Hughes suggested a tiered pay in the future, based on longevity and consumer feedback. This might help with retaining quality instructors. Ms. Bereckis agreed, stating that type of tiered pay scale is already being used for lifeguards. The Board expressed no objections to the increase in pay for private lesson instructors.

d) Update on proposed I-294 Tollway expansion

President Cauley said there is nothing new to report at this time.

e) District 181 update

Village Manager Gargano reported staff, the Village Attorney, Trustee Byrnes and President Cauley continue to work through elements of the Intergovernmental Agreement (IGA) with the school district and hope to have a final document within the next few weeks.

DEPARTMENT AND STAFF REPORTS

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

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

Ms. Vida Chenier of 640 Mills Street addressed the Board and stated she is very disappointed with the outcome tonight regarding her variation request. She stated that President Cauley told her at a Village meeting that she would not need an attorney and should bring this to the Board. She feels disappointed and let down, and asked why the Village has a ZBA if they can't make these decisions. She believes she did not get any help through this difficult process from anyone in the Village.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn into Closed Session. Trustee Hughes moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of February 6, 2018 into closed session under 5 ILCS 120/2(c)(11) Litigation, filed or pending before a court or administrative tribunal or when an action is probable or imminent, and not to reconvene.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 9:30 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: First Reading - ACA

SUBJECT: Approval of a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on Sundays, June 17, 2018, August 12, 2018 and October 7, 2018

MEETING DATE: February 15, 2018

FROM: Emily Wagner, Administration Manager
Anna Devries, Economic Development Coordinator
Heather Bereckis, Superintendent of Parks & Recreation

Recommended Motion

Approve a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on the following Sundays: June 17, 2018, August 12, 2018 and October 7, 2018 for a Fuelfed coffee and classics car event.

Staff recommends using Chicago Avenue and Burlington Drive for pedestrian safety and convenience. The Village Board approved the Fuelfed car show street closure last year for Sunday, August 20, 2017, and Sunday, October 1, 2017.

Background

Staff is in receipt of a request from Lorraine Hughes who is the Vice President of Fuelfed, Inc. regarding an event called Fuelfed Coffee and Classics. The event consists of Fuelfed members gathering with their classic European vehicles. While the event is for Fuelfed members, the public is welcome to attend as spectators. There are no commercial interests represented at the event. Fuelfed estimates between 50 and 70 cars per event.

The proposed dates of the event are Sunday, June 17, 2018, Sunday, August 12, 2018, and Sunday, October 7, 2018, from 9:00 a.m. to 11:00 a.m. It is requested that set-up begins at 8:30 a.m. and tear down begins at 11:00 a.m. If approved, the event would take place on Chicago Avenue and Burlington Drive in between Washington Street and Garfield Street. Fuelfed is a not for profit group and the event would be open to the public and free of charge.

The 2017 Fuelfed events were well attended and staff received positive feedback from the community.

Discussion & Recommendation

The event would take place during off-peak business hours and would have little impact on the traffic flow. In the event that Chicago Avenue and Burlington Drive are not approved by the Village Board, the Village parking lot on Washington Street just south of the Mobil station would be a second option. Staff has verified that the Fuelfed events will not impact any scheduled Parks & Recreation activities in Burlington Park.

Budget Impact

The applicant is not requesting Village staff or resources for the event. Barriers to close streets will already be available for the weekly Farmer's Market events, and FuelFed staff indicated that they will move barriers as needed. Police staff will be available in the event that FuelFed requires assistance with moving the barriers.

Village Board and/or Committee Action

N/A

Documents Attached

1. FuelFed Coffee and Classics event application
2. Map with proposed locations
3. Certificates of insurance

**Village of Hinsdale
Special Use Request Form**

Organization Making Request*: Fuelfed, Inc.

Contact Information Name*: Lorraine Hughes

Address*: 5225 N Ravenswood Ave, Suite 201, Chicago, IL 60640

Daytime Phone*: 312.401.1975

FAX Number: 773.878.1940 You will need to phone first so we change the setting

E-mail address*: fuelfed2@gmail.com

Non-Profit For Profit ☒ X

Please indicate in the boxes above your preferred method of being contacted with approval.*

Facility*: street parking on E. Chicago Avenue / Burlington Avenue

Location within Facility (Specific)*: E. Chicago Avenue / Burlington Avenue (Washington Street to Garfield Street, along Burlington Park.) **Name of Event*:** Fuelfed Coffee & Classics Hinsdale

Event Description*: Fuelfed member gathering of classic European vehicles (prior to 1990) with a minor portion driving more recent European cars. The public is welcome to attend as spectators. Non-members may park in the event space if they meet the classic European vehicle criteria.

Date(s) of Event*: 2018-- June 17, August 12, October 7

Requested Time Period*: 9:00-11:00a (Setup begins at 8:30a.m./Tear Down @ 11:00a.m.)

Is your agency Non-Profit (provide Tax ID # _____)

For Profit ☒ X 90-0938352

* Required information

To be completed by the Village of Hinsdale

Signature Approval of the Village Manager (or designee) _____

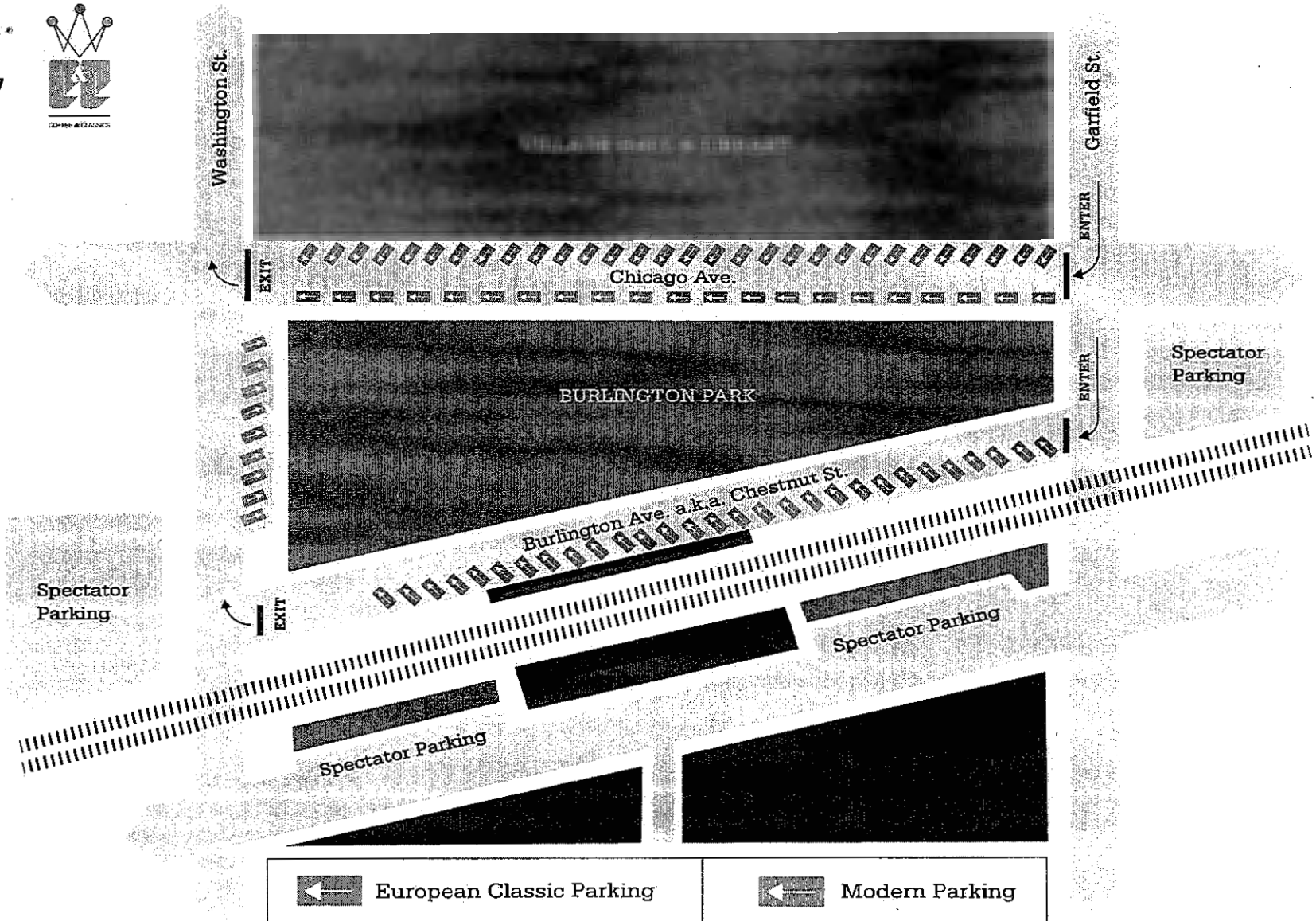
Date: _____

Important Notes for Applicants: *This completed form must be received in the Director of Parks & Recreation office a minimum of six weeks prior to the requested time period. Requests will be approved on an individual basis. Submitting a request does not guarantee the approval of said request. You will receive confirmation of approval. Application must include a schedule of events and a detailed site plan. The fee is \$250 for park usage. The fee may increase based on scheduled activities or time frame of the event.*

Village of Hinsdale Parks and Recreation
19 East Chicago Avenue, Hinsdale, IL 60521
Phone: (630) 789-7090 Fax: (630) 789-7016

Fuelfed Coffee & Classics Hinsdale

Due to traffic patterns, please enter from the north on Garfield, heading southbound.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2018

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 have ADDITIONAL INSURED provisions or 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
Hagerty Insurance Agency LLC
141 River's Edge Drive
Traverse City MI 49684-3265

CONTACT

NAME:

PHONE (A/C, No, Ext): (800) 922-4050

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Markel Insurance Company

38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Fuelfed

5225 N Ravenswood Ave #201

Chicago IL 60640

COVERAGES

CERTIFICATE NUMBER: Cert ID 2880

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CVG1593-01	01/01/2018	01/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION S					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
						\$
						\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Include as additional insured; Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Fuelfed Coffee & Classics to be held at the commuter parking lot in downtown Hinsdale between Lincoln and Washington Streets on 6/17/18, 8/12/18, and 10/7/18.

CERTIFICATE HOLDER

CANCELLATION

Village of Hinsdale
19 E. Chicago Ave.
Hinsdale IL 60521

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

AUTHORIZED REPRESENTATIVE

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REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Agenda Section – ACA First Reading

SUBJECT: Recommendation to Approve an Intergovernmental Agreement with Community Consolidated School District 181 for a Parking Deck.

MEETING DATE: February 15, 2018

FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

To approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck.

Background

In 2015, discussions began between Village staff and Community Consolidated School District 181 staff in the context of a proposed project related to the proposed reconstruction of the Hinsdale Middle School project. These discussions were put on hold due to the initial referendum not receiving voter approval in early 2016. In the fall of 2016, upon passage of the second referendum, Village staff and the District staff began working in earnest to provide to the community a shared solution to a long standing challenge of providing parking to both the Central Business District (CBD) and, in and around, the Hinsdale Middle School which immediately abuts the CBD.

Discussion & Recommendation

During 2017, School District 181 representatives including Board President Jennifer Burns and Member Margie Kleber, along with District staff members Dr. Don White, Moshin Dada and attorney Brian Mulhearn met with Village representatives including Village President Tom Cauley, Trustee Neale Byrnes and staff members Kathleen Gargano, Bradley Bloom, Jean Bueche, Rob McGinnis, Dan Deeter, George Peluso and the Village's owners representative John Doherty. Several meetings were held to develop the attached proposed intergovernmental agreement (IGA).

The attached IGA is for a forty (40) year period that is consistent with the life expectancy of the parking deck, with financial terms set for the first twenty (20) years. The proposed deck will provide the District with one hundred thirty-three (133) spaces on the upper level.

The District and the Village have reconciled that the cost of constructing an asphalt surface parking lot on the parking deck parcel site meeting Village zoning and land use requirements is \$ 2,209,936. The District and Village have agreed that, in lieu of a payment to the School District in consideration for the use of the parking deck parcel for the parking deck: 1. the School District contribution shall remain limited to \$1,308,253, and 2. that the Village will pay the shortfall amount \$901,683 as a part of its obligations to pay for the design and construction costs for the parking deck, with such amount being deemed to be prepaid and amortized over a period of the first twenty (20) years after the parking deck completion date.

The Village will assume insuring and maintaining the structure including signage, snow removal, landscape maintenance, security and enforcement.

Budget Impact

Village Board and/or Committee Action

Documents Attached

1. Intergovernmental Agreement



MEMORANDUM

DATE: February 13, 2018
TO: President Cauley and Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Christine M. Bruton, Village Clerk
RE: Board Packet Materials for Item 6c, Attachment 1

With respect to the above referenced item, 'Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck', Assistant Village Manager Brad Bloom had not received Attachment 1, the IGA document, from District 181 at 6:30 p.m. Staff will forward the IGA to the Board and update the item on the website upon receipt of the document.

Thank you.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HINSDALE AND
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181**

This Intergovernmental Agreement is made and entered into as of February ____, 2018, by and between the **VILLAGE OF HINSDALE**, an Illinois municipal corporation (the "Village"), and **COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181**, an Illinois public school district (the "School District") (each a "Party" hereto and collectively referred to as the "Parties").

RECITALS

A. WHEREAS, under authority and funding received in a referendum approved November 7, 2016, the School District is currently in the process of constructing a new Hinsdale Middle School ("HMS") on property owned by the School District located at 100 S. Garfield Street, Hinsdale, Illinois ("HMS Campus"), which is immediately adjacent to the Village's central business district, with the subsequent demolition of the current HMS building (overall, the "HMS Reconstruction Project"); and

B. WHEREAS, School District's initial contemplation and planning for the HMS Reconstruction Project involved constructing a surface parking lot to meet the parking needs of the HMS Campus as redeveloped under the HMS Reconstruction Project; and

C. WHEREAS, for many years the Village has been in need of significantly more parking for employees of businesses in the Village's central business district, for patrons of central business district stores, restaurants and/or other businesses and for commuter parking; and

D. WHEREAS, the Parties have a long history of cooperation regarding their respective parking needs on and immediately adjacent to the HMS Campus; and

E. WHEREAS, the proposed HMS Reconstruction Project called for the elimination of 50 parking spaces on the HMS Campus used by the Village for many years for patrons of businesses in the Village's Central Business District; and

F. WHEREAS, the Parties recognize that the HMS Reconstruction Project (particularly, the demolition of the current HMS building, which is immediately adjacent to the Village's central business district) presents a unique opportunity for the Parties to collaboratively provide a parking facility for shared use by the School District, the Village and the public; and

G. WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide for the execution of agreements between “public agencies” (such as the Village and the School District) for purposes of cooperatively performing any governmental service or exercising any powers or functions which either of such public agencies is authorized to perform, and, in fact, Article VII, Section 10 of the 1970 Illinois Constitution expressly states: “The State shall encourage intergovernmental cooperation;” and

H. WHEREAS, in order to act on this unique opportunity, the School District and the Village jointly have proposed the construction of a shared-use, two-level parking facility (“Parking Deck”) on the portion of the HMS Campus where the to-be-demolished current HMS building is located (“Parking Deck Parcel”), as shown in Exhibit “A” attached hereto and incorporated into this Agreement (“Parking Deck Construction Project”); and

I. WHEREAS, site plan and exterior appearance plans, and variation requests for the Parking Deck have been reviewed and approved by the Village’s Plan Commission, Zoning Board of Appeals and Board of Trustees; and

J. WHEREAS, the School District and the Village expressly acknowledge that the constituents/taxpayers of these two “public agencies” are not identical and they note that the terms and conditions of this Agreement expressly take this into account in terms of bearing costs and providing benefits to the public, the School District and the Village; and

K. WHEREAS, with regard to the Parking Deck Construction Project, the School District and the Village previously have entered into an Intergovernmental Agreement dated February 13, 2017 (“2/13/17 IGA”) relative to temporary parking arrangements during the HMS Reconstruction Project and a Memorandum of Understanding dated August 3, 2017 (“8/3/17 MOU”) relative to interim funding of some aspects of the Parking Deck Construction Project.

NOW THEREFORE, in consideration of the foregoing Recitals (which are made a part of this Agreement) and the Parties' mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the School District hereby agree as follows:

A. GENERAL AGREEMENT (SHARED-USE PARKING DECK).

The Parties hereby agree that, upon the School District's completion of the demolition of the existing HMS building and clearance (per this Agreement) of the Parking Deck Parcel as part of the HMS Reconstruction Project, the Village shall construct, operate and maintain the Parking Deck on the Parking Deck Parcel for shared use by the School District, the Village and the public, as provided in this Agreement. The Parties acknowledge and agree that this Agreement is intended to remain in force for the useful life of the Parking Deck, which is anticipated to be at least forty (40) years, with financial terms set for the first twenty (20) years per Section D(1)(c) below.

B. PARKING DECK CONSTRUCTION PROJECT.

1. Costs. The Parties hereby agree as follows:

a. Village Responsibilities. The Village shall be responsible for all design and constructions costs regarding the Parking Deck, other than the School District Contribution referenced in Section B(3)(a) below and any School District Change Orders referenced in Section B(3)(b) below.

b. School District.

(i) The School District shall not be responsible for:

(aa) Any design or construction costs for the Parking Deck, other than for: (1) the School District Contribution referenced in Section B(3)(a) below; and (2) any cost differential resulting from any School District Change Orders referenced in Section B(3)(b) below;

(bb) Any repair or restoration for public rights-of-way around the HMS Campus resulting from the HMS Reconstruction Project or the Parking Deck Construction Project, but with the exception that the School District shall be responsible, at its sole cost and expense, for certain repair and restoration to Village

rights-of-way surrounding the HMS Campus and a Village parking lot adjoining the HMS Campus ("Washington Street Lot") pursuant to the 2/13/17 IGA, as now expressly detailed in the Village of Hinsdale ROW Scope document dated February 1, 2018, a copy of which is attached hereto as Exhibit "B" and made a part hereof.

(ii) The School District shall be responsible for its obligations regarding the condition of the site at the Turnover of the Parking Deck Parcel for the Village's construction of the Parking Deck, as described in Section B(4)(f) below.

2. Parking Deck Design.

a. **Preliminary Design.** The Parties hereby agree that the final design of the Parking Deck shall be substantially in accordance with the preliminary architectural design ("Preliminary Design") prepared for the School District by architects Cordogan Clark & Associates, Inc. ("Cordogan Clark"), which were reviewed and approved by the Village's Plan Commission, Zoning Board of Appeals and Board of Trustees. The Preliminary Design is attached hereto and incorporated into this Agreement as Exhibit "C." Such Preliminary Design provides for a two-level parking structure: (i) with brick or brick-look and stone or stone-look accents which are consistent with the architecture and materials for the exterior of the new HMS building; (ii) with not less than three hundred nineteen (319) parking spaces (approximately one hundred eighty-six [186] spaces on the lower level and approximately one hundred thirty-three [133] spaces on the upper level); (iii) with a lower-level access to a storage area for the School District in the lower level of the new HMS building; and (iv) with appropriate lighting (including light-spillage control), access control, security features, landscaping, handicap parking and direct vehicular ingress and egress from/to public rights of way, as required by applicable laws/codes/regulations, by the DuPage County Regional Office of Education, if applicable, and by the Village Zoning Board of Appeals, Plan Commission and Board of Trustees.

b. **Final Plans.** At its expense and in a manner which does not delay or interfere with the HMS Reconstruction Project, the Village shall cause final design drawings, final structural/engineering drawings and final construction drawings and specifications for the Parking Deck (collectively, "Final Plans") to be prepared and approved, on the following terms and conditions:

(i) **School District Approval.** Any material changes from the design aspects of the Preliminary Design described above shall be subject to approval by the School District, which approval shall not be unreasonably withheld, delayed or conditioned. A material change is any change that operationally impacts the use or accessibility of the upper level of the Parking Deck or of the School District's access to the storage area in the lower level of the new HMS building or materially departs from architectural coordination with the design of the new HMS building. In this regard, the Village hereby agrees to report to the School District on a periodic basis during the process of preparing Final Plans, in order to be efficient in dealing with any material changes in design aspects for the Parking Deck.

(ii) **Governmental Approvals.**

(aa) **Village.** The Village shall be solely responsible for obtaining all necessary Village approvals/permits for the Final Plans and for the construction of the Parking Deck. The School District shall cooperate and assist the Village in obtaining all necessary governmental approvals/permits for the Final Plans and for the construction of the Parking Deck as requested by the Village.

(bb) **School District.** To the extent it is necessary for a construction permit for the Parking Deck to be issued by the DuPage Regional Office of Education, the School District shall be responsible for submitting the Final Plans for the Parking Deck to the DuPage Regional Office of Education for their review and issuance of such approval/permit. In such event, in addition to Village requirements, the construction of the Parking Deck also must comply with all regulatory requirements for public school building construction. The School District shall use all reasonable efforts to ensure that the submission, if required to be made, is made in a timeframe that will ensure issuance of the necessary approval/permit prior to the Turnover of the Parking Deck Parcel per Section B(4)(f) below. Any delay in the issuance of such approval/permit that prevents the Village from commencing construction shall be considered delays attributable to the School District. The Village shall cooperate and assist the School District in obtaining the necessary construction permit from the DuPage

Regional Office of Education, as requested by the School District in the event such a permit is necessary.

(iii) **Coordination for Final Plans.** The Parties acknowledge and agree that certain construction details not included in the Preliminary Design will need to be made a part of the construction drawings of the Final Plans in order for the new HMS building to appropriately accommodate the construction of the Parking Deck (e.g. to create a water-tight and structurally appropriate construction tie-in between the Parking Deck and the new HMS building). The Parties agree that such details shall be cooperatively developed between the School District and its consultants and the Village and its consultants.

(iv) **Incorporation of Final Plans.** The Final Plans as approved by all governmental bodies shall be deemed incorporated into this Agreement.

3. **Parking Deck Construction Costs.**

a. **School District Contribution.**

(i) **Amount.** The School District hereby agrees to pay toward the construction costs of the Parking Deck the amount of One Million Three Hundred and Eight Thousand Two Hundred and Fifty-Three and no/100 Dollars (\$ 1,308,253.00) ("School District Contribution").

(ii) **Payment of School District Contribution.** The School District Contribution shall be paid by the School District to the Village in three (3) equal installments. The first installment shall be paid on the Parking Deck Commencement Date (as defined in Section B(4)(g)(iii) below). The second and third installments shall be paid thirty (30) days and sixty (60) days, respectively, after the Parking Deck Commencement Date.

b. **School District Change Orders.** The School District shall be solely responsible for, and hereby agrees to pay the cost of, any changes to the Preliminary Design or the HMS Reconstruction Project requested or caused by the School District and resulting in cost increases to the Parking Deck Construction Project (the "School District Change Orders"). The School District shall pay any difference in cost resulting from School District Change Orders. If a School District Change Order approving additional work results in a delay in the

Village's ability to construct the Parking Deck or an increase in the cost of constructing the Parking Deck, the School District shall be required to pay for the increased costs.

c. **Village.** The Village shall pay all costs for the design and construction of the Parking Deck, other than the School District Contribution and differences in costs resulting from any School District Change Orders. The Village shall be solely responsible for, and hereby agrees to pay the cost of, any changes to the Preliminary Design requested by the Village and resulting in cost increases to the Parking Deck Construction Project ("Village Change Orders").

4. **General.**

a. **Standards.** The Village shall construct the Parking Deck in a good and workmanlike manner and on a diligent and timely basis, so as not to interfere with or inhibit the normal operations of the new HMS and so as not to delay or obstruct the progress of the HMS Reconstruction Project. The Parking Deck shall comply with the Final Plans and all governmental approvals.

b. **HMS Safety.**

(i) **General.** The Parties acknowledge and agree that the construction of the Parking Deck will take place on a site which immediately adjoins the new HMS building (while school is in session) and which immediately adjoins Hinsdale's central business district. The Village shall be responsible for taking all reasonable actions, implementing all reasonable traffic control and other safety policies and installing all reasonable barriers/warnings/signs in order to ensure the safety of HMS students, School District employees, visitors to HMS and the public during the construction of the Parking Deck and in order to ensure that operation of HMS will not be physically disrupted in an unreasonable manner.

(ii) **Traffic.** The Village and the School District shall meet to discuss and will work together to mutually agree on traffic plans regarding the HMS Campus (including but not limited to parent drop-off and pick-up locations and school bus drop-off and pick-up locations) for the period of the HMS Reconstruction Project and the Parking Deck Construction Project.

c. **Schedule.** The Village shall provide the School District with a construction schedule prior to commencing construction of the Parking Deck, and shall provide the School District with periodic updates to same in order to keep the School District apprised of Parking Deck construction progress.

d. **Change Orders.**

(i) **Parking Deck.** Other than in the case of exigent circumstances, no significant Village Change Orders or significant other changes from the Final Plans to the scope or nature of the work to be performed by contractors working on the Parking Deck Construction Project shall occur without notification to and review and comment by the School District Owner's Representative, which review and comment shall be provided within seven (7) days of Village notification. The Village acknowledges and agrees that any Change Orders that qualify as Village Change Orders per Section B(3)(c) above shall be payable by the Village, regardless of any School District review and comment.

(ii) **HMS Construction Project.** No significant change orders or significant other changes to the scope or nature of the work to be performed by contractors working on the HMS Reconstruction Project that impact the Parking Deck or the Parking Deck Construction Project shall occur without notification to and review and comment by the Village Owner's Representative, which review and comment shall be provided within seven (7) days of School District notification. The School District acknowledges and agrees that any change orders that qualify as School District Change Orders per Section B(3)(b) above shall be payable by the School District, regardless of any Village review and comment.

e. **Meetings.**

(i) **Preconstruction Meeting.** The Parties' respective representatives, architects and construction managers/general contractors shall meet at the Parking Deck construction site at least four (4) weeks before the scheduled start of construction of the Parking Deck. The purpose of such meeting shall be to coordinate the schedules for the Parking Deck Construction Project and the HMS Reconstruction Project, so that the Parking Deck Construction Project will not be interfered with or delayed and the HMS Reconstruction Project will not be interfered with or delayed.

(ii) **Progress Meetings.** After beginning construction of the HMS Reconstruction Project, and continuing through construction of the Parking Deck, the Parties' respective representatives, architects and construction managers/general contractors shall meet at the HMS Campus or Parking Deck construction site, as applicable, at least once a month until the completion of the Parking Deck ("Progress Meetings"). The respective architects and construction managers/general contractors shall have in attendance at these Progress Meetings personnel who are thoroughly familiar with the Parking Deck Construction Project and the HMS Reconstruction Project and who have decision-making authority. The School District or Village "Owner's Representative," as applicable, shall report the actual progress of the work of each project, indicate the status of each key activity of each project, determine the status of each project, and, together with the respective Party's representatives, architects and construction managers/general contractors, mutually arrive at decisions or actions that may be required to maintain the scheduled completion dates for such projects.

(iii) **General.** The Village agrees to invite the School District's "Owner's Representative" and Superintendent (or designee) to all Progress meetings regarding the Parking Deck Construction Project. The School District agrees to invite the Village's "Owner's Representative" and Village Manager (or designee) to all Progress meetings regarding the HMS Reconstruction Project. Each party shall provide at least forty-eight (48) hours' notice of any such Progress Meeting to the School District or Village and their respective "Owner's Representative." No decisions will be made by either party on an administrative or Board level on any matters concerning the HMS Reconstruction Project or Parking Deck Construction Project that materially impact either the Village or School District without written notice to and written consent by the affected party, which consent shall not be unreasonably withheld, delayed or conditioned. Notices shall be given in conformance with Section F(12) below. The cost of attendance of the Village's "Owner's Representative" and the School District's "Owner's Representative" shall be borne by each party respectively.

(iv) **Reports to School District Board of Education and Village Board of Trustees.** In the event of delays in the HMS Reconstruction Project or Parking Deck Construction Project as reported at any Progress Meeting, the Village or School District, as applicable, agrees to send a representative to the next scheduled meeting of the School District's Board of Education or Village's Board of Trustees in order to provide a report and answer questions.

f. Condition of Site Upon Turnover to Village for Construction.

At the time the Parking Deck Parcel is turned over to the Village for the commencement of construction of the Parking Deck ("Turnover"), the Parking Deck Parcel shall be, at School District expense:

(i) Cleared of surface improvements, the HMS building and foundations, except for the following:

(aa) Earth retention system installed to construct the deeper foundations for the Parking Deck; and

(bb) An asphalt section of approximately five (5) feet in width of the alley along the North property line, which has been requested by the Village to remain in order to provide a working surface for the Village's construction of the Parking Deck, as well as earth cover over the water main that runs under this area.

(ii) Graded, after demolition, with the site left at an average elevation of 715 feet above sea level, with: The perimeter of the site sloping from the 715 elevation to meet the existing grade at the perimeter of the site;

(aa) Some lower areas, if the foundation removal extends below elevation 715, with those areas not filled to maintain the average elevation; and

(bb) The School District to provide the Village with spot elevations on a 20' x 20' grid in the North/South and East/West directions, verifying an average grade of 715 feet above sea level.

(iii) Free of all foundation structures, piping, conduits and fixtures from the existing HMS.

(iv) All utilities from the existing HMS shall have been terminated and any related utility infrastructure on the School District's property shall have been removed to the School District's property line. This includes water, sewer, natural gas, electrical and data transmission cables, piping and/or conduit, but this does not include the following utilities, which shall remain:

(aa) The water main located on the North side of the Parking Deck Parcel; and

(bb) Storm water improvements outside the footprint of the Parking Deck Parcel, as shown on previously approved engineering drawings.

All of the foregoing conditions must be met to the reasonable satisfaction of the Village before the Parking Deck Parcel is accepted by the Village for construction, in accordance with Section B(4)(g) below.

g. Completion of the Parking Deck.

(i) **Schedule.** At the date of this Agreement, the schedule for the HMS Reconstruction Project provides for demolition of the existing HMS building and clearance of the Parking Deck Parcel by the School District by February 25, 2019. The School District shall use best reasonable efforts to meet such date.

(ii) **Turnover.** In order to be able to begin construction of the Parking Deck on a timely basis, the Village shall use best reasonable efforts to have its construction firm schedule February 25, 2019 as their mobilization date for the Parking Deck Construction Project and the Parties shall communicate with each other during the period of the School District's demolition of the current HMS building in order to anticipate and schedule the steps required for Turnover of the Parking Deck Parcel as set forth in Section B(4)(f) above. The School District shall notify the Village in writing that the Parking Deck Parcel is ready for Turnover ("Turnover Notice"). As soon as reasonably practicable after receipt of the Turnover Notice and spot elevations verifying an average grade of 715 feet above sea level on the cleared Parking Deck Parcel per B(4)(f)(ii)(cc) above, the Village shall verify whether all preconditions to Turnover as set forth in Section B(4)(f) above have been met to its reasonable satisfaction. Within seven (7) days after receipt of the Turnover Notice and spot elevations, the Village shall notify the School District in writing either: (aa) that all conditions for Turnover have been met and of its acceptance

of the Parking Deck Parcel for Turnover; or (bb) as to any such conditions which have not been met to the reasonable satisfaction of the Village, in which event the School District's Owner's Representative and the Village's Owner's Representative, together with the respective Party's representatives, architects and construction managers/general contractors, shall use best reasonable efforts to meet, discuss and reach resolution as soon as reasonably practicable, in order to confirm compliance with the Turnover conditions, so that the anticipated completion timeframe for the Parking Deck Project may be maintained. If notice of non-compliance is not given in the above-prescribed timeframe, or such timeframe is not extended by mutual agreement of the Parties, then the Parking Deck Parcel shall be deemed to meet the Turnover conditions as of the end of the notice period.

(iii) **Commencement.** The Village shall commence construction of the Parking Deck as soon as reasonably practical after confirmation or deemed confirmation that the Parking Deck Parcel is in compliance with the Turnover conditions set forth in Section B(4)(f) above ("Parking Deck Commencement Date"), but in no event later than thirty (30) days after confirmation or deemed confirmation.

(iv) **Completion.** The Village shall use all reasonable efforts to complete construction of the Parking Deck and open the Parking Deck for use by the Parties within six (6) months after the Parking Deck Commencement Date ("Parking Deck Completion Date"), with the target for completion being the opening of the 2019-2020 school year for HMS, subject only to *Force Majeure* (i.e. events or conditions beyond the reasonable control of the Village, as defined in Section F(11) below) and any delays in the Parking Deck Commencement Date attributable to the School District or other delays attributable to the School District.

(v) **Delays in Completion.** The Parties acknowledge and agree that, if the Parking Deck is not completed and opened for use by the Parking Deck Completion Date for any reason, then:

(aa) **Temporary Parking.** The removal of the temporary parking lot as constructed by the School District for School District employees and visitors to HMS as well as for the general public in the HMS athletic field pursuant to the Parties' 2/13/17 IGA and the School District's restoration of its athletic

field shall be delayed/deferred for a similar period of time as any delay in completion of the Parking Deck ; and

(bb) Temporary Use of Parks. In order to help resolve the School District's inability to provide outdoor space for physical education for HMS students at the beginning of the 2019-2020 school year, the Village hereby agrees, if requested by the School District, to allow access to nearby public parks (e.g. Burlington Park; Robbins Park; Veeck Park) for use by HMS students for physical education at no charge to the School District, with the Village also to provide traffic supervision, crossing guards and any other safety measures reasonably required by the School District for having HMS students walk to or be transported to such parks. The School District shall, upon demand, reimburse the Village for the costs associated with traffic supervision, crossing guards, and other safety measures, unless and to the extent any delays in completion of the Parking Deck are the responsibility of the Village.

(cc) Additional Costs. If any delays in completion of the Parking Deck are the result of delays caused by the School District, including but not limited to a failure to complete timely Turnover of the Parking Deck Parcel, by February 25, 2019, and such delays result in additional costs to the Parking Deck Construction Project, or require the Village to incur additional charges for design changes in order to timely complete the Parking Deck Construction Project, the School District shall, upon demand from the Village and receipt from the Village of documentation regarding the increased costs, reimburse the Village for such additional incurred costs.

h. Parking Deck Utilities. The School District agrees that the Village shall have the right: (i) to utilize the main electrical panel of the new HMS building for electrical service connection regarding the Parking Deck, but with a separate electric meter/submeter for the Parking Deck (in lieu of direct connection to main electrical service lines); (ii) to tap into the sprinkler system of the new HMS building (with use of the HMS building's fire pump) if a sprinkler system will be installed for the lower level of the Parking Deck; and (iii) to connect the Parking Deck fire alarm system to the fire alarm system for the new HMS building, so that any required fire alarm devices (e.g. detectors, pull

stations, notification devices) in the Parking Deck and any activation of the Parking Deck's sprinkler system would be linked to the fire alarm system for the new HMS building (in lieu of a separate stand-alone fire alarm system for the Parking Deck). The Village shall be responsible for the costs of utility connections for the exclusive use of the Parking Deck.

i. **Easements.** The School District agrees that, for the Parking Deck, the Village shall have the right of access to the storm trap installed or to be installed South of the new HMS building. The Village shall have the right, but not the obligation, to access, inspect and perform emergency repairs on all BMP and storm water detention facilities on the HMS Campus throughout the term of this Agreement.

j. **Coordination of Storm Water Permits.** The Parties acknowledge and agree: (i) that, per the School District's architectural and engineering consultants, the portion of the HMS Campus which will be disturbed for demolition of the existing HMS building and for construction of the Parking Deck will have an independent storm water management system that shall meet the DuPage County Storm Water Ordinance, but which will be the subject of subsequent permitting at a later date, as a separate phase from the already-issued permit(s) for the rest of the HMS Reconstruction Project (i.e. for the new HMS building and associated utilities and storm water management features, the temporary parking lot and associated storm water management facilities, and temporary material storage areas); and (ii) That the Parking Deck Parcel will have some overlap into the disturbed area(s) designated for the storm water permit(s) regarding the rest of the HMS Reconstruction Project. The Parties agree to cooperate with regard to designating overlap areas and with regard to the storm water permit application and process for the Parking Deck Parcel. The Village shall be responsible for the costs of the storm water permit for the Parking Deck.

C. **OPERATION OF THE PARKING DECK.**

1. **Allocation of Parking Spaces.** Upon completion of the Parking Deck, the 133 spaces on the upper level of the Parking Deck shall be allocated to the School District ("School District Spaces") and all parking spaces on the lower level of the Parking Deck (approximately 186 spaces) shall be allocated to the Village ("Village Spaces"), subject to the terms and conditions of the Parties' shared use of the Parking Deck as provided in this Agreement or any mutually-agreed written/signed amendment to this Agreement. The Parties agree to cooperate with each other in terms of the design for and the striping of traffic lanes and parking spaces on the upper level of the Parking Deck.

2. **School District Spaces.**

a. **General.** School District employees and visitors to HMS shall have unrestricted access to and the right to use the School District Spaces in the Parking Deck at no charge at all times, except as may be arranged for Village use of the School District Spaces in accordance with Sections C(3)(b), C(4) and C(5) below. Use of spaces in the Parking Deck by School District employees and visitors to HMS shall not exceed the number of allowed School District Spaces, except in the case of Designated School District Activities for which the School District's use of some or all Village Spaces is requested and approved, as set forth in Section C(5)(d)(ii) below.

b. **Identification of Vehicles.** The Village will provide the School District with a sufficient number of parking permits (e.g. window or bumper decals) and access cards (if applicable) for School District employees. The School District shall be responsible for: (i) implementing policies and procedures for visitors with school business using the upper level of the Parking Deck (including but not limited to designating certain parking spaces for visitors); (ii) for monitoring parking by visitors; and (iii) for communicating such policies and procedures and the results of such monitoring to the Village for purposes of the Village's enforcement of parking restrictions/regulation for the Parking Deck. The Parties may from time to time review and modify the methods to be used to identify vehicles which are entitled to park free of charge in School District Spaces.

3. **Village Spaces.**

a. **Public Use.** The Village shall determine, in its sole discretion, how to permit the public to park in the Parking Deck, including but not limited to:

(i) **Village Spaces.** Allowing parking in the Village Spaces on such terms as the Village from time to time may determine, including but not limited to use by: (i) employees of downtown Hinsdale businesses; (ii) patrons of downtown Hinsdale stores, restaurants and/or other businesses; and (iii) commuter parking.

(ii) **School District Spaces.** Allowing parking in the School District Spaces at times other than during School Hours on School Days (defined in Section C(4) below) or during the times of Designated School District Activities (defined in Section C(4) below), as may be arranged by

mutual agreement of the Parties when preparing the Parking Deck Use Calendar referenced in Section C(5) below or as otherwise mutually agreed. See also Section C(8) below.

b. **School District.** The Parties agree to cooperate with each other in terms of the School District's use of the Village Spaces, as may be arranged by mutual agreement of the Parties when preparing the Parking Deck Use Calendar referenced in Section C(5) below or as otherwise mutually agreed.

4. **School Days/Hours; School District Activities.** For purposes of this Agreement: (i) attendance days for School District staff or students during the regular school year shall be referred to herein as "School Days" and "School Hours" shall be between the hours of 6:00 am and 4:00 pm Central Time; and (ii) scheduled daytime or evening events or activities on the HMS Campus (including but not limited to: back-to-school nights; science fairs and similar events; parent-teacher meetings; faculty development events; HMS "open houses;" designated HMS student events; and designated sporting events taking place on the HMS Campus, including scheduled HMS sporting events and scheduled sporting events which are the subject of School District approval and rental agreements regarding HMS facilities) (collectively, "Designated School District Activities"). For purposes of this Agreement, the applicable periods of time regarding School District parking for Designated School District Activities shall be the times during which the events or activities occur plus one (1) hour before and one (1) hour after such Designated School District Activities. Except for School Days and School Hours and Designated School District Activities, the School District spaces shall be available for general public parking, under terms and conditions determined by the Village.

5. **Parking Deck Use Calendar.**

a. **General.** Prior to the start of each HMS School Year, the Village and the School District shall meet to discuss and will work together to mutually agree on and create an annual calendar regarding their anticipated shared use of the Parking Deck ("Parking Deck Use Calendar").

b. **Content.** The Parking Deck Use Calendar shall include a list of: (i) School Days; (ii) holidays, breaks or other weekdays in the approved school-year School District calendar when HMS is not in session and HMS staff are not required to be present; and (iii) Designated School District Activities.

c. **Adjustments.** It is understood and agreed by both Parties that the Parking Deck Use Calendar shall be periodically reviewed (such reviews shall take place as needed, at the request of either the School District or the Village) and may need to be periodically adjusted due to unforeseen schedule changes, added/deleted School Days or Designated School District Activities and/or other reasons.

d. **Cooperation.**

(i) **Village Requests.** The Parking Deck Use Calendar shall also list known days/nights for which the Village would like to make use of School District Spaces due to anticipated parking needs for the Village's Central Business District (e.g. Christmas Walk). The School District shall make all reasonable efforts to make the School District Spaces available for use by the Village on such requested days/nights/hours, other than for School Hours during School Days or for Designated School District Activities.

(ii) **School District Requests.** The Parking Deck Use Calendar shall also list known days/nights for which the School District would like to make use of the Village Spaces due to anticipated parking needs in excess of the number of School District spaces (e.g. back-to-school nights; concerts; certain athletic events). The Village shall make all reasonable efforts to make the Village Spaces available for use by the School District on such requested days/nights/hours. For approved uses of the Village Spaces by the School District, the Village shall make all reasonable efforts to temporarily close all or a portion of the Village Spaces or otherwise advise the general public (e.g. by signage) in order to make the Village Spaces available at no charge for such Designated School District Activities.

(iii) **Conflicts.** The Village expressly acknowledges that the existence of the Parking Deck must not unreasonably interfere with the operation of the adjacent new HMS and, as such, any conflict in terms of access to and use of the upper level of the Parking Deck for School Hours during School Days or for Designated School District Activities shall be resolved in favor of the School District in all instances. The School District acknowledges that any conflict in terms of access to and use of the lower level of the Parking Deck shall be resolved in favor of the Village in all instances.

6. Other Responsibilities.

a. General Maintenance and Repair. The Village shall be responsible for providing and shall pay all costs of all general maintenance and repair obligations for the Parking Deck, shall keep the Parking Deck in good repair at all times, and shall not permit the Parking Deck to become unsightly or unsafe. Such maintenance and repair activities shall include, but are not limited to: (i) regular periodic cleaning of driving/parking surfaces, walls, ceilings and stairwells; (ii) regular periodic maintenance and cleaning/repair/replacement (as needed) of light fixtures, windows or glass panels, doors and door and other hardware; (iii) regular periodic maintenance and repair/replacement (as needed) of the sprinkler system for the lower level of the Parking Deck, including but not limited to periodic testing of such system (including portions of the system located inside the new HMS building); (iv) maintenance/repair and replacement (as needed) of Parking Deck and related traffic signage; (v) regular periodic garbage removal/collection; (vi) replacement of light bulbs and/or light fixtures as needed; (vii) periodic re-striping of parking spaces, handicap parking spaces, "no parking" areas and directional arrows (if applicable), as needed; and (viii) driving/parking surface repairs and patching, as needed. See also Section D(1) below. The School District will be required to pay an annual fee for maintenance of the Parking Deck's infrastructure. See Section C(6)(f) below.

b. Landscaping. The Village shall be responsible for providing and shall pay all costs of purchasing and installing as well as of maintaining and, if/when necessary, replacing all landscaping on or immediately adjacent to and appurtenant to the Parking Deck, including but not limited to landscape islands on the upper level of the Parking Deck, and exterior landscape screening, parkway trees and other landscape treatments required by the Village Zoning Board of Appeals, Plan Commission and Board of Trustees for the Parking Deck.

c. Security. The Village shall be responsible for providing and shall pay all costs of purchasing and installing, as well as of maintaining, such other security measures as it deems necessary in and around the Parking Deck, and shall provide all other services the Village deems necessary to ensure the security and safety of the Parking Deck. The Village shall have primary responsibility for responding to emergency situations involving the Parking Deck at all times. School District personnel may assist Village emergency personnel when practicable. Any student or School District employee who may be involved in a disciplinary infraction on the premises of the Parking Deck shall be subject to

School District disciplinary procedures in the same manner as on all other areas of the HMS campus.

d. **Utilities.** The Village shall pay the costs for all utilities serving the Parking Deck. In the event that the Village determines to install any electric vehicle charging stations in the Parking Deck, the Village shall be responsible for providing and shall pay all costs of purchasing and installing as well as all electricity costs associated with any such charging stations.

(i) **Electrical.** Because the Parking Deck will utilize a separate electric meter/submeter from the main electrical panel of the new HMS building per Section B(4)(h) above, the Parties agree:

(aa) The Village will use best reasonable efforts to place the billing account for the Parking Deck meter/submeter in the name of the Village and, if this is not permitted by the electrical service provider, the Parties agree to cooperate so that the Village will make direct payments to the electrical service provider for the electricity usage of the Parking Deck.

(bb) The School District shall be permitted to continue its participation in "demand management programs" of the electrical service provider, in order to obtain rebates for reducing the electrical service draw of the new HMS building when requested by the electrical service provider during times of peak electrical service demand.

(ii) **Water.** In addition to paying the costs for connecting the Parking Deck's lower level sprinkler system to the sprinkler system of the new HMS building (with use of the HMS building's fire pump) per Section B(4)(h) above, the Village shall be responsible for paying for all water use and any related sewer charges for the Parking Deck.

e. **Parking Enforcement.**

(i) **General.** The Village shall be responsible for providing and shall pay all costs for purchasing and installing access control features for the Parking Deck and for enforcement of parking restrictions/regulations in the Parking Deck, including but not limited to

enforcing days and hours when the upper level is restricted for the School District's use of the School District Spaces.

(ii) **Fines.** The Parties hereby agree that enforcement of day/hour parking restrictions may include fines to be assessed for violators and towing of unauthorized vehicles from the Parking Deck at the owners' expense (including for School District Spaces), with appropriate notice signage posted in and about the Parking Deck.

(iii) **Periodic Review.** The Parties agree to make all reasonable efforts regarding the establishment of and periodic review and, if necessary, revision of parking restriction policies and mechanisms for the Parking Deck.

f. **Parking Infrastructure.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing any gates, access control systems, pay boxes, security cameras and monitoring/recording system and other parking management systems (collectively, the "Parking Infrastructure") for the Parking Deck. The Village shall own the Parking Infrastructure following installation and shall pay for all maintenance, repair and replacement costs for the Parking Infrastructure following its installation.

g. **"Pay Lot."**

(i) **Village Spaces.** The Village, at its option, may choose to make the Village Spaces of the Parking Deck a "pay lot" and, in such event, the Village shall be entitled to receive and shall be solely responsible for collection of all parking revenue.

(ii) **School District Spaces.** For any times when the School District Spaces of the Parking Deck are made available for Village use, the Village shall be responsible for implementing any and all policies and procedures for such public use of the School District Spaces, for installing any and all temporary signage indicating public access to the School District Spaces and, if the Village determines to charge the public for such use of the upper level, the Village shall be entitled to receive and shall be solely responsible for collection of all parking revenue. Any Village use of the School District Spaces of the Parking Deck is subject to the Village's obligations hereunder to allow School District employees and

HMS visitors to park in the School District Spaces in conformance with Section C(2) of this Agreement.

h. Signage. The Village shall be responsible for providing and shall pay all costs of purchasing and installing and maintaining signage on, in and adjacent to the Parking Deck clearly indicating areas and days/times reserved for School District parking (e.g. signs at Parking Deck entrances indicating “fee parking,” “parking by permit only” “free parking”) and the Village shall be responsible for enforcing such regulations. The Village also shall be responsible for installing and maintaining signage on Washington Street, in or adjacent to the East/West public alley immediately adjoining the North side of the Parking Deck and on Garfield Street, indicating traffic flow directions for and around the vehicle access points to the Parking Deck.

i. Snow Removal. In consideration for the payment to the Village by the School District of the annual amounts set forth in Section D(1) below, the Village shall be responsible for all snow plowing and snow removal obligations and salting/sanding for the driving/parking surfaces of the Parking Deck, as follows:

(i) Village Responsibilities.

(aa) Parking Deck. The Village shall use best reasonable efforts to promptly plow and remove snow from and, as the Village determines needed, to promptly salt/sand accumulations of snow/ice on the driving/parking surfaces of the upper level of the Parking Deck and shall be responsible for clearing any snow which may accumulate in the lower level of the Parking Deck or in Parking Deck stairwells, as needed.

(bb) Access Routes. The Parties acknowledge: (1) that the School District’s temporary access route for student drop-off/pickup areas for the current HMS building during the HMS Reconstruction Project is, and that the access route to the upper level of the Parking Deck and the primary access to student drop-off/pickup areas for the new HMS on the Parking Deck will be, by way of Washington Street, then eastward through the Washington Street Lot and then through a public alley which empties out onto Garfield Street ; and (2) that, beginning in approximately January of 2019, the School District’s temporary student drop-off /pickup areas will be on the East side of Washington Street between Third

Street and Second Street, as such alley will be temporarily closed for the demolition of the current HMS building and for the Parking Deck Construction Project. Pursuant to its normal priorities for plowing of Village rights-of-way, and excluding sidewalks not normally cleared by Village crews or contractors, the Village shall use best reasonable efforts to promptly plow and remove snow from, and, as the Village determines is needed, to promptly salt/sand accumulations of snow/ice on such access routes.

(ii) **Cooperation.** The Parties agree to make all reasonable efforts in terms of establishing and implementing mutually-agreed methods for snow removal, maintaining methods of communication regarding snow removal and having periodic review and, if necessary, revision of the snow removal methods so that snow removal will be coordinated and accomplished in an efficient, economical, time-sensitive and safe manner for the School, District and in accordance with Village snow removal priorities.

7. **Oversize Vehicles; Damage.** The design for the upper level of the Parking Deck shall accommodate not only the vehicles to be parked thereon, but also HMS students (for fire drills or emergency evacuations of the new HMS building), "Type A" school buses or vans weighing 16,500 pounds or less for special education students who must be dropped off and picked up immediately adjacent to an entrance to the new HMS building (main drop-off and pick-up locations for full-size school buses to be located elsewhere on the HMS Campus), snow plowing vehicles weighing 16,500 pounds or less, and ambulances or other emergency vehicles weighing 16,500 pounds or less. The Village shall be responsible for installing and maintaining a system and signage at the Parking Deck entrances restricting vehicle heights and weights, in order to prevent damage to the Parking Deck from tall vehicles (lower level) or, for the upper level, to prevent damage from trucks or other vehicles exceeding 16,500 pounds and for enforcing such regulations. The School District shall take all reasonable steps to prevent damage from occurring to the Parking Deck due to delivery vehicles and overweight trucks, and shall be responsible for reimbursing the Village upon demand for damage caused to the Parking Deck by such trucks or vehicles or by reason of other School District uses or activities. It is acknowledged and agreed by and between the Parties that no semi-trucks of any size or type and no delivery trucks or other vehicles in excess of 16,500 pounds (other than emergency vehicles and such vehicles as are necessary to remove accumulated snow from the Parking Deck) shall be allowed on/in the Parking Deck at any time.

8. **Non-Parking Uses (Upper Level).** The Parties acknowledge and agree that any non-parking uses of the upper level of the Parking Deck by the Village (e.g. merchants' "sidewalk sale;" Farmers' Market; shall require the approval of the School District, which approval shall not be unreasonably withheld, and scheduling as part of the Parking Deck Use Calendar referenced in Section C(5) above.

9. **Warranties and Warranty Work.** The Parties acknowledge and agree that, with the Village being responsible for the design, construction and operation/maintenance of the Parking Deck, but with the Parking Deck being on the HMS Campus, all warranties of contractors/subcontractors/suppliers regarding the Parking Deck shall run in favor of the Village and the School District, but the Village shall be responsible for notifying contractors/subcontractors/suppliers as applicable for necessary/requested Warranty work on the Parking Deck, for monitoring all Warranty work and for scheduling all Warranty work in conjunction with the School District.

10. **Unanticipated Costs/Expenses.** The Parties acknowledge and agree that, in the event of unanticipated expenses for the operation of the Parking Deck, the Village shall be responsible for such expenses, unless such expenses are shown to be related to School District use of the School District Spaces or the result of the School District's or its agents' actions or inactions.

D. GENERAL ADMINISTRATIVE MATTERS.

1. **Consideration.** The parties acknowledge and agree as follows:

a. **Village.** In the process of obtaining zoning approvals for the Parking Deck and finalizing the terms for this Agreement, it was determined by the Parties that the actual costs for the School District to construct an asphalt surface parking lot on the Parking Deck Parcel (i.e. the basis for the School District Contribution) to meet Village zoning and land use requirements exceeded the preliminary amount for a surface lot originally provided to the School District by its consultants, which amount had been used for purposes of the School District's budget for the November 2016 referendum ("Referendum") that provided funding approval for the HMS Reconstruction Project. The Parties agree that they and their respective consultants have reconciled --that the cost of constructing an asphalt surface parking lot on the Parking Deck Parcel site meeting Village zoning and land use requirements is \$ 2,209,936.00. The Parties have agreed that, in lieu of a payment to the School District in consideration for the use of the Parking Deck Parcel for the Parking Deck: (i) the School District Contribution shall remain limited to \$1,308,253.00, as set forth in Section

B(4)(a)(i) above; (ii) the Village will pay the shortfall amount (\$ 901,683.00) as a part of its obligations to pay for the design and construction costs for the Parking Deck, with such amount being deemed to be prepaid and amortized over a period of the first twenty (20) years after the Parking Deck Completion Date. The Village also agrees to honor a bid submitted by DeGraf Concrete and accepted by the School District regarding increased costs of concrete for the new HMS building and Parking Deck, which increased costs resulted from accommodations to the HMS Reconstruction Project made for the Parking Deck and delays incurred due to litigation against the School District regarding notices for its Referendum for the HMS Reconstruction Project. Prior to this Agreement, certain costs were incurred with Cordogan Clark regarding the architectural design and engineering for the HMS Reconstruction Project in order to accommodate the Parking Deck (including but not limited to providing for a deeper foundation for the new HMS building and providing for electric service connections through the main electrical panel for the new HMS building). The Village agrees to be responsible for resolving with and paying to Cordogan Clark the reasonable amount for such architectural/engineering costs, with the right to contest bills previously submitted by Cordogan Clark for such costs.

b. School District. In consideration for the Village taking on the obligations to manage and operate the Parking Deck pursuant to this Agreement, the School District shall pay to the Village an annual amount of \$ 18,620.00, which amount (calculated at \$140.00 per parking space) is the School District's historical cost for annual maintenance of an asphalt surface parking lot, including sealcoating/stripping, curb painting, snow removal, salting, lighting and landscaping maintenance ("Annual Maintenance Amount"). with such Annual Maintenance Amount to be in effect for the first twenty (20) years after the Parking Deck Completion Date. The Parties agree that such Annual Maintenance Amount shall be for the School District's "fiscal years" (i.e. July 1 through the following June 30) ("School Year"). In this regard, the School District shall pay to the Village a prorated portion of the Annual Maintenance Amount for the period from the Parking Deck Completion Date through the end of the 2019-2020 School Year (prorated payment due thirty [30] days after the Parking Deck Completion Date) and for School Years thereafter the Annual Maintenance Amount shall be due on the first day of each July, in order to align with the School District's fiscal year budgets.

c. **Adjustments After Twenty (20) Years.** The Parties acknowledge and agree:

(i) **First Twenty (20) Years.** That the anticipated useful life of the Parking Deck is at least forty (40) years, but that the consideration amounts set forth in Sections D(1)(a) and D(1)(b) immediately above shall remain in effect for the period of the first twenty (20) years after the Parking Deck Completion Date; and

(ii) **Remaining Years.** That, for the remaining useful life of the Parking Deck after the first twenty (20) years, the Parties' respective consideration amounts set forth in Sections D(1)(a) and D(1)(b) immediately above shall be subject to negotiation and resolution by the Parties for such subsequent period(s) of time as they shall determine, based on: (aa) the Parties' experience with operational costs and expenses and revenues for the Parking Deck; (bb) capital improvements needed to prolong the useful life of the Parking Deck; and (cc) any other factors deemed appropriate by the Parties. All such adjustments to the Parties' respective consideration amounts shall be set forth in written Amendments to this Agreement. The Parties agree to use best reasonable efforts to meet, discuss and reach resolution as soon as reasonably practicable, in order to have such Amendments approved and executed at least ninety (90) days prior to the end of the applicable expiring period.

2. **Insurance.**

a. **Parking Deck Construction.**

(i) **Village.** The Village shall provide sufficient property/casualty and liability insurance during the construction of the Parking Deck, with coverage including but not limited to that for any possible damage to the immediately-adjointing new HMS building. The School District acknowledges that, as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). The School District expressly agrees to have the foregoing insurance requirements, at the option of Village, provided through IRMA rather than through purchased insurance.

(ii) **School District.** The School District shall provide property and liability insurance covering the land of the Parking Deck Parcel in the same manner as the School District insures other School District premises, naming the Village as an additional insured. The School District's liability coverage must include any possible damage to the Parking Deck caused by the District's negligent use of the School District Spaces on the upper level, or caused by the School District's or its agents' negligent actions or inactions. The Village acknowledges that the School District is self-insured through the Collective Liability Insurance Cooperative ("CLIC"). The Village expressly agrees to have the foregoing insurance requirements, at the option of the School District, provided through CLIC rather than through purchased insurance.

b. **Completed Parking Deck.** Upon completion of the Parking Deck:

(i) **Village.** The Village shall provide liability insurance covering the Parking Deck in the same manner as the Village insures other Village facilities, naming the School District as an additional insured. The School District acknowledges that as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). The School District expressly agrees to have the foregoing insurance requirements, at the option of Village, provided through IRMA rather than through purchased insurance.

(ii) **The School District.** The School District shall provide property and liability insurance covering the land of the Parking Deck Parcel and the Parking Deck in the same manner as the School District insures other School District premises, naming the Village as an additional insured. The School District's liability coverage must include any possible damage to the Parking Deck as a result of the District's negligent use of the School District Spaces on the upper level, or caused by the School District's or its agents' negligent actions or inactions.

c. **Coverage.** The Parties shall procure/maintain, at their respective expense, insurance which covers the Parties and their respective officials and employees for their use of the Parking Deck pursuant to this Agreement, as follows:

Commercial General Liability (Including contractual liability coverage): \$5,000,000 combined single limit per occurrence for bodily/personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$10,000,000.

d. **Certificates.** Each Party shall furnish the other party with a certificate of insurance or coverage, as applicable, evidencing the required coverage. Said certificates shall provide that, for the duration of this Agreement, the insurance policy or self-insurance shall not be suspended, cancelled or reduced in coverage or amount except after prior notice to the other party pursuant to the notice provisions contained in Section F(12) below herein.

e. **Primary.** Each Party's insurance or self-insurance shall be primary as respects such Party's liability and the other Party's insurance or self-insurance shall not contribute with it. Each Party shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

f. **General.** Nothing contained in this Agreement shall be construed as a waiver, restriction or limitation of any and all immunities and/or defenses available to either Party in any third-party action, including but not limited to the Illinois Tort Immunity Act.

3. **Damage to the Parking Deck.** The parties acknowledge and agree:

a. **General.** If at any time the Parking Deck is damaged to the extent of less than fifty percent (50 %) of its cost of replacement at the time of such damage, then repairs shall be undertaken pursuant to applicable insurance coverage for the Parking Deck and the Parties agree to cooperate with each other in terms of their shared use of the Parking Deck and the scheduling of repair work.

b. **Material Damage.** If at any time the Parking Deck is damaged to the extent of fifty percent (50 %) or more of its cost of replacement at the time of such damage, then, upon mutual agreement of the Village and the School District, the Parties may either: (a) at the shared cost of the Parties (subject to negotiation and resolution at the time) demolish and remove the Parking Deck and construct a new Parking Deck substantially identical to the damaged/demolished Parking Deck, with this Agreement to continue in effect and with the parties to use best reasonable efforts to cooperate with each other in terms of providing temporary

parking arrangements; or (b) demolish and remove the Parking Deck and, upon conformance by the School District with the Village's Zoning Code application requirements and other Village Codes and regulations, the Village shall entertain, in conformance with Village Codes, School District requests for permits and zoning and other approvals necessary to allow the School District to proceed with the construction of a surface parking lot on the Parking Deck Parcel site or elsewhere on the HMS Campus, with this Agreement to be terminated.

4. **End of Parking Deck Useful Life.** The Parties acknowledge and agree that this Agreement is intended to apply for the useful life of the Parking Deck, which is anticipated to be at least forty (40) years. At the end of the useful life of the Parking Deck as mutually determined by the Parties, then, upon mutual agreement of the Parties, the Village and the School District, may either: (a) at the shared cost of the Parties (subject to negotiation and resolution at the time) demolish and remove the Parking Deck and construct a new Parking Deck substantially identical to the damaged/demolished Parking Deck, with this Agreement to continue in effect and with the parties to use best reasonable efforts to cooperate with each other in terms of providing temporary parking arrangements; or (b) demolish and remove the Parking Deck and, upon conformance by the School District with the Village's Zoning Code application requirements and other Village Codes and regulations, the Village shall entertain School District requests for permits and zoning and other approvals necessary to allow the School District to proceed with the construction of a surface parking lot on the Parking Deck Parcel site or elsewhere on the HMS Campus, with this Agreement to be terminated.

5. **Indemnifications.**

a. **By the Village.**

(i) **Construction of Parking Deck.** The Village shall indemnify, defend and hold harmless the School District from and against any mechanic's liens and any claim of loss or injury to persons or property arising out of the Village's construction of the Parking Deck, except for any loss or injury proximately caused by the negligence of, or willful and wanton misconduct of, the School District.

(ii) **General.** The Village, to the extent permitted by law, shall indemnify, hold harmless and defend the School District, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorneys' fees, costs, fees and expense of defense, arising from, growing out of, or related

to any loss, damage, injury, death, or liability resulting from or connected with the negligent or willful acts, errors or omissions of the Village in its performance under this Agreement. The Village shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the School District, its officials, employees and agents, in any such action, the Village shall, at its own expense, satisfy and discharge the same.

b. By the School District.

(i) **HMS Reconstruction Project.** The School District shall indemnify, defend and hold harmless the Village from and against any mechanic's liens and any claim of loss or injury to persons or property arising out of the School District's construction of the HMS Reconstruction Project, except for any loss or injury proximately caused by the negligence of, or willful and wanton misconduct of, the Village.

(ii) **General.** The School District, to the extent permitted by law, shall indemnify, hold harmless and defend the Village, its elected and appointed officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorneys' fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or liability resulting from or connected with the negligent or willful acts, errors or omissions of the School District in its performance under this Agreement. The School District shall, at its own expense, appear, defend and pay all reasonable 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 elected and appointed officials, officers, employees and agents, in any such action, the School District shall, at its own expense, satisfy and discharge the same.

c. No Waiver of Immunity. Neither the School District nor the Village, while performing under the terms of this Agreement, shall be deemed to waive any governmental immunity or defense to which the School District or Village would otherwise be entitled under statute or common law.

6. Dispute Resolution.

a. Mediation. If either Party fails to comply with its responsibilities for payments under this Agreement or as to performance of any other term, provision or obligation in this Agreement relative to its responsibilities to the other Party, and does not remedy such failure to comply within thirty (30) days after written notice from the other Party, or if the Parties otherwise mutually agree, then a third party will mediate the dispute. The Parties agree to utilize the services of a neutral mediator for such mediation, in order to facilitate a mutually agreeable and realistic resolution of any such dispute in a manner that does not delay the Parking Deck Construction Project, the HMS Reconstruction Project, the performance of a maintenance obligation, or other obligations hereunder. The Parties further agree that the cost of mediation shall be shared evenly between the Parties.

b. Arbitration. If a dispute is not resolved through mediation within fourteen (14) days after the initial notice requesting such remedy is given, then either party may submit the dispute to binding arbitration before a single arbitrator. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules. The Parties agree that the substantially-prevailing Party shall be entitled to recover its costs and expenses (including but not limited to reasonable attorneys' fees) incurred in such arbitration.

E. MISCELLANEOUS.

1. Governing Law. The Parties agree that this Agreement and any subsequent Amendment(s) hereto shall be governed by and construed and enforced in accordance with, the laws of the State of Illinois in all respects (e.g. matters of construction, validity, and performance), including but not limited to Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, as well as any and all applicable provisions of the Illinois School Code.

2. Authority. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon the Parties and signatories hereto.

3. Amendments. The terms of this Agreement may be amended only in writing with the mutual approval of the Parties, upon approval by the Board of Trustees of the Village and the School District's School Board. If either Party desires to amend

this Agreement, written notice of such desire/intent shall be given to the other Party at least thirty (30) days in advance of consideration of the subject modifications.

4. **Severability.** If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part was never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties.

5. **No Assignment.** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the advance written consent of the other Party.

6. **Necessary Documents.** Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement.

7. **No Waiver.** No deferral to enforce or non-enforcement of any obligation or default of one Party shall be implied from the omission or deferral by the other Party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

8. **Performance.** Time is of the essence regarding the Parties' performance of this Agreement.

9. **Service Contractors.** The Parties acknowledge and agree that they may perform their respective maintenance and other obligations hereunder either with their own employees and equipment or, in their sole discretion, through third-party contractors of their choosing; provided that any such contractors shall be sufficiently insured for their actions/work in and about the Parking Deck, with certificates of such insurance provided to the Parties prior to contractors beginning any work in or about the Parking Deck.

10. **Individuals.** No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

11. **"Force Majeure" (Events Beyond Reasonable Control).** For purposes of this Agreement, "Force Majeure" (Events Beyond Reasonable Control) shall include the following, without limitation: impossibility of performance; strikes or other labor disputes; shortages of materials; significant adverse weather conditions or other "acts of God" (including without limitation: storms, wind, tornadoes, floods, earthquake); other casualty events, including without limitation: fires, explosions; floods, acts of government agencies or quasi-governmental agencies, other than the School District and the Village; Court injunctions; acts or threats of terrorism; war).

12. **Notices.** All notices and requests required pursuant to this Agreement shall be sent by email, to the email addresses specified below. If requested by either the Village or the School District, follow-up requests will be sent by certified mail, return-receipt requested, postage prepaid, or by personal or overnight delivery, as follows:

If to the Village, to:

Village Manager
19 East Chicago Avenue
Hinsdale, Illinois 60521

Currently:
Ms. Kathleen Gargano
kgargano@villageofhinsdale.org

If to the School District, to:

Superintendent
115 West 55th Street
Clarendon Hills, IL 60514

Currently:
Dr. Don White
dwhite@d181.org

In addition to the addresses specified above, e-mail notices also shall be directed, as follows:

If to the Village, to:

Village President
Currently:
Thomas K. Cauley
tcauley@sidley.com

Assistant Village Manager
Currently:
Bradley Bloom
bbloom@villageofhinsdale.org

Village Representative
Currently:
John Doherty
john.doherty@jdohertyassociates.com

If to the District, to:

Board President
Currently:
Jennifer Burns
jburns@d181.org

Chief Financial Officer & Treasurer
Currently:
Mohsin Dada
mdada@d181.org

CCSD 181 Representative
Currently:
Kerry Leonard
kleonard@d181.org

The Parties agree to provide each other with current lists of officials/representatives, as well as street addresses and e-mail addresses.

13. **Entire Agreement.** This Agreement, along with “An Intergovernmental Agreement Between the Village of Hinsdale and Community Consolidated School District 181 for Temporary Parking During Hinsdale Middle School Construction” dated February 13, 2017, a “Memorandum of Understanding Between the Village of Hinsdale and Community Consolidated School District 181” dated June 13, 2017, and a Memorandum of Understanding between the Parties dated August 3, 2017, shall constitute the entire agreement of the Parties relative to the construction, operation, cost-sharing and maintenance of HMS and the Parking Deck on the HMS Campus Property owned by the School District, with all prior agreements (other than those listed herein), communications and understandings of and between the Parties, whether written or oral, being expressly merged into and superseded by this Agreement.

END

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed and attested by their proper officials thereunto duly authorized, all as of the date first above written.

VILLAGE OF HINSDALE

**COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 181**

By: _____
Thomas Cauley
Village President

By: _____
Jennifer Burns
Board President

Signed: _____, 20__

Signed: _____, 20__

Attest:

Attest:

By: _____
Name: _____
Village Clerk
_____, 20__

By: _____
Name: _____
Title: _____
_____, 20__

EXHIBIT "A"
HMS Campus and Parking Deck Parcel

EXHIBIT "B"
School District Repair and Restoration Obligations

EXHIBIT "C"
Preliminary Design (Parking Deck)

HMS Project
Village of Hinsdale ROW Scope
February 1, 2018

The repair and restoration of Village of Hinsdale ROW surrounding the HMS site after construction of the new HMS building was reviewed with Brad Bloom, Rob McGinnis, and John Doherty on February 1, 2018.

The extent of the scope of work for restoration of public right-of-way around the HMS Campus is shown on the attached drawing and includes the following work:

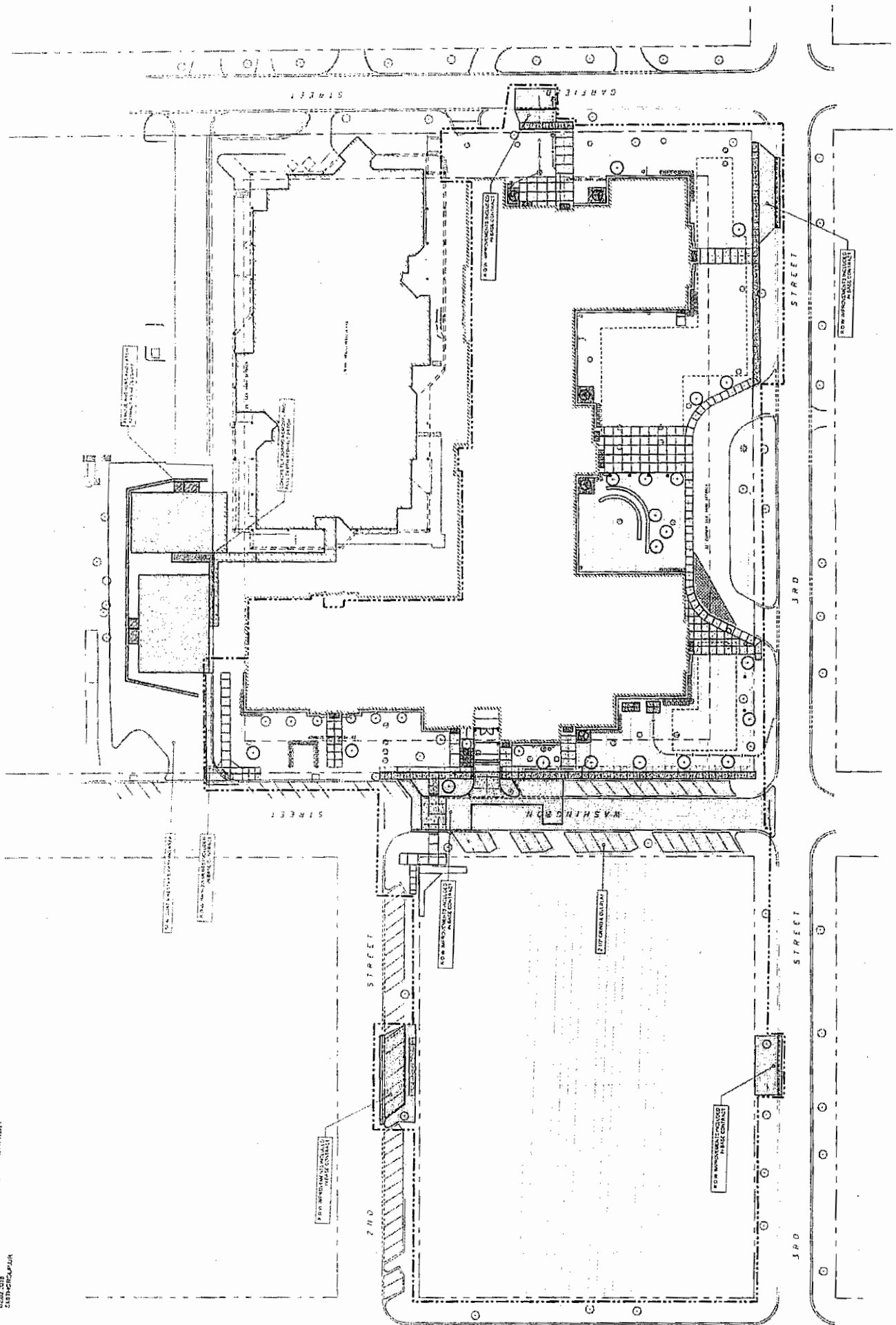
1. Second Street between Lincoln and Washington
 - a. Restoration of the curb cut and entry on the south side of Second Street that serves as the entry to the Temporary Parking Lot
2. Third Street between Washington and Lincoln
 - a. Restoration of the curb cut and entry on the north side of Third Street that serves as the entry to the Temporary Parking Lot
 - b. Removal of the temporary asphalt side walk and restoration of the grass between the Temporary Parking Lot entry and Washington Street
3. Southwest corner of Second Street and Washington
 - a. Replace several sections of sidewalk and grass in the tree lawn to their original condition
4. Washington Street between Second and Third
 - a. 2 inch milling of the street surface and a new 2 ½ inch asphalt finish course, the extent of this work is from Third Street north to the speed table crosswalk, the base project already includes repair of a section of the street for the speed table installation
 - b. Replacement of sidewalk on east side of Washington from Third north to sidewalk already scheduled as new, the base project already includes new sidewalk on the east side of Washington from the Cafetorium entrance walk north to just past the pavement repair included as part of the speed table crosswalk installation
 - c. Striping of Village parking spaces and street to restore this area to the previous condition
5. Public alley and Village parking lot north of HMS property
 - a. Pavement repair at new curb at Washington street entry drive up to the current location of the modular (base project work)
 - b. Full depth patch at all areas where concrete foundations for the modular units were installed
 - c. Repair of any holes left from installation of anchors for Jersey Barriers
 - d. Crack filling, seal coating, and restriping from Washington Street east to the sidewalk to the First Street stair

HMS Project
Village of Hinsdale ROW Scope
February 1, 2018

The following items were not discussed at the meeting but are included in the base project work and have already been reviewed and approved by the Village engineering department

6. Third Street between Washington and Garfield
 - a. New sidewalk connection from circle drive walk to public sidewalk
 - b. Replacement of sidewalk from east side of circle drive east to just before the Garfield sidewalk
 - c. Removal of curb cut on the north side of Third Street near Garfield
 - d. Restoration of the tree lawn from the Circle drive east
7. Garfield at old HMS parking lot entry
 - a. Replacement of sidewalk
 - b. Removal of curb cut
 - c. Restoration of tree lawn
 - d. Street repair for utility installation

HINSDALE MIDDLE SCHOOL
RIGHT-OF-WAY IMPROVEMENTS EXHIBIT
02-03-05
CATHY R. JAMES



REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Agenda Section – ACA First Reading

SUBJECT: Recommendation to Approve a Contract with Wight and Company for Design and Construction Management of a Parking Deck

MEETING DATE: February 15, 2018

FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve an agreement with Wight and Company to provide design and construction management services to build a parking deck per the terms of the contract for a cost not to exceed \$1,058,653.

Background

In an attempt to enhance efficiency and coordinate construction/design activities with School District 181 for a parking deck and new Middle School, School District 181 recommended the Village use of the architectural and construction firms respectively, of Cordogan and Clark and Bulley and Andrews, to construct and build the new Hinsdale Middle School and the Village's parking deck located on School District property adjacent to the school. The Village has never entered into an agreement with Cordogan and Clark for design services other than some preliminary design work and work related to Village Board approved change orders. On July 14, 2017, the Village entered into a Memorandum of Understanding (MOU) with School District 181 to reimburse the District for parking deck related construction costs attributed to foundation and excavation work totaling \$1,049,723. Based upon the construction timeline, the earliest deck construction could begin is March 2019.

Discussion & Recommendation

The Village's parking deck project is one of the most significant projects that the Village has undertaken, and is of high importance to the Village Board and residents, as well as the business community. Decisions related to the design and construction of the deck will have a long-term impact on the operation of the deck and on-going maintenance costs. The deck construction project is at a natural break before additional deck related construction will continue in March 2019. Therefore, if the Village were desirous of identifying a designer that would be working solely on behalf of the Village, rather than the originally anticipated shared architect with the School District, now is the appropriate time to evaluate those firms with experience specializing in the design and construction management of parking decks.

To that end, the Village began the review and/or selection process by publishing notice requesting interest and qualifications for design services to construct a parking deck. Three firms in the Chicago area are qualified and responded to the notice by the published deadline. These were Walker Parking, Carl Walker Parking and Desman Associates. Carl Walker Parking is already under contract with Cordogan and Clark for the HMS deck; Desman is the design engineer that has teamed up with Wight and Company; the third is

Walker Parking. All three were given an opportunity to interview. On December 6, 2017 an interview panel consisting of Trustee Neale Byrnes, Village Manager Kathleen Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom and the Villages owner's representative John Doherty, conducted interviews of the three firms.

In preparation for the interviews, the construction firms were provided a copy of the project budget, preliminary design documents, a construction timeline and a summary of the construction work completed to date. A scoring rubric was developed that measured competencies in eight different areas. Each competency included a number of questions to determine each firm's abilities and experience. Following the interviews, the scores were totaled and the three firms were ranked by score. The highest ranked firm was Wight and Company, who was then asked to submit a fee proposal for both design and construction management services. The Village's owner's representative John Doherty assisted staff in negotiating the fee proposals.

All firms interviewed indicated that they believed the Concord Groups verified budget of \$6.6 million dollars was accurate based on their review of the design. Wight and Company and Walker Parking also indicated that the design concept would not change in dimension or aesthetically from what was approved by the Board, but the plans would be redrawn if changes needed to be made. The firms would not be reliant on the previous design work by Cordogan and Clark beyond the foundation and excavation work that has already been completed.

Village staff and Mr. Doherty believe that contracting directly with a design firm will result in greater cost control, accountability and responsiveness to the Village. During preliminary discussions with District 181, school representatives had no objection to the Village contracting their own design firm, and indicated that they might actually prefer this arrangement.

In addition to design services, Wight and Company has provided a proposal for construction management services. As construction managers, Wight will act as agent for the Village in procuring bids for various aspects of the construction process, all of which would be approved by the Village Board. Additionally, they will oversee and coordinate the construction process and assure that the subcontractors work meets the bid specifications.

Wight and Company provides a unique construction management approach to cost containment that differs from other firms called Integrated Project Design (IPD). Under the IPM program, once the guaranteed maximum price is determined if construction bids exceed the guaranteed maximum price Wight makes up the difference. Conversely, if the bid returns come in below guaranteed maximum budget the Village would receive the savings. The selection team found this program to be very attractive from a cost containment standpoint.

A review of the proposal provided by Wight and Company includes design fees of \$443,653 and construction management fees of \$615,000 for a total of \$1,058,653.

Staff recommends approving an agreement with Wight and Company to provide design and construction management services for the new parking deck.

Budget Impact

The Concord Group was retained by the Village to review the parking deck budget provided by Bulley and Andrews. Following the Concord Group review, and with the concurrence of Bulley and Andrews and the Village's owner's representative John Doherty, a revised budget was completed. The Concord Group revised budget includes a design budget of \$523,694 and a construction management budget of \$529,137 or a total of \$1,052,831. The proposal from Wight and Company calls for a total budget of \$1,058,693 (design \$443,653 plus construction management fees of \$615,000) or total difference of \$5,862 over budget.

Village Board and/or Committee Action

N/A

Documents Attached

1. Wight and Company Design Proposal
2. Wight and Company Construction Management Proposal
3. Wight and Company Contract



February 12, 2018

Mr. Bradley Bloom
Assistant Village Manager
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Subject: *New Parking Deck*
PROFESSIONAL DESIGN SERVICES PROPOSAL

Dear Mr. Bloom,

Wight & Company (Wight) and its teaming partner, Desman Associates (Desman), are pleased to provide the Village of Hinsdale (Village) with this proposal for professional design and pre-construction services relating to the design of a parking deck located on the old Hinsdale Middle School property. We have prepared this proposal based on the design drawings you provided to us; information your team provided during our August 23, 2017, and October 20, 2017, meetings; the Project Description and Scope of Design Services included in your November 22, 2017, request for a Statement of Interest; the information we discussed during our December 6, 2017, interview; The Concord Group Rev. #1 estimate dated July 19, 2017; and other information provided by Mr. John Doherty.

We have prepared our proposal in the following four parts:

- Project Understanding
- Scope of Services
- Schedule
- Compensation

PROJECT UNDERSTANDING

It is our understanding that the Village intends to construct a new Parking Deck on the old Hinsdale Middle School property. It is the intent of the Village to begin demolition of the Middle School and construction of the parking deck immediately after the School District re-locates their students to the new Middle School. Currently, the relocation is scheduled to take place during the 2018 Christmas holidays.

The Parking Deck would be two levels at. The lower level would be comprised of asphalt or concrete with a Dry Fire Protection system, and the upper level would be comprised of pre-cast concrete, cast-in-place concrete, or a combination thereof. Each level would be approximately 66,000 square feet and would minimally contain 319 spaces. Minimally the parking space count is to be 319; with approximate distribution of 133 spaces on the upper level and 186 spaces on the lower level. The veneer of the deck will be in substantial conformance to the elevations as approved by the Village of Hinsdale zoning process and the elevations provided by Mr.(s). Bloom and Doherty. Electronic Safety, Security and Access Control Systems, Dry Fire Protection System, and subsurface storm water detention will be provided.

We will coordinate with the architectural/engineering and construction team currently constructing the new Middle School, as the parking deck is adjacent to the Middle School's foundation and has direct access to the building entrances at the lower level of the parking deck.

SCOPE OF SERVICES

Wight will provide the Village with professional services, including the following disciplines: project management; architectural and landscape architectural design; mechanical, electrical, plumbing, and civil engineering inclusive of storm water calculations, design and permitting; and estimating. Desman will provide all structural engineering/design services, as well as the programming for traffic circulation.

Wight will provide the Village with professional pre-construction services for the preparation of two estimates.

The design services include the Schematic Design, Design Development, Construction Documents, Bidding and Permitting, and Construction Administration Phases.

PROJECT KICK-OFF AND DATA COLLECTION

Our team will meet with the Village Staff and stakeholders to gather and discuss information and data available regarding the current program, any changes to the program since December 6, 2017, and the Inter-Governmental Agreement between the Village and the School District. We intend to establish project requirements/opportunities and set specific project goals. The following are key scope items for this phase:

- Review the Geotechnical Report, and current concept design documents for the parking deck
- Obtain construction documents for the adjacent Middle School; including civil, architectural, structural, mechanical, electrical, plumbing, and fire protection
- Review overall project budget and constraints
- Establish overall project timeline

SCHEMATIC DESIGN PHASE

The design team will use the previously completed concept design, collected data, and findings as input to begin the Schematic Design Phase. The primary focus of Schematic Design is to graphically translate project requirements into a workable design through an interactive process of exploring alternatives and developing solutions. The work scope and deliverables for this phase will include:

- Structural slab-on-grade; typical floor and roof plans
- Column grid layout and shear wall locations
- Basic foundation system selection and layout
- Member sizes
- Preliminary structural details and sections
- Stairs structural layout
- Complete building code review to establish the code parameters that will shape the design
- Preliminary exterior elevations/descriptive views (maintaining the approved architectural aesthetics)
- Preparation of basic structural sections
- Preliminary evaluation of mechanical, electrical, plumbing, and fire protection system to be used
- Preliminary landscape design services
- Project design narrative outlining the parking deck design, materials, and systems
- Preparation of schematic site plan showing deck locations and site features
- Analysis of site storm water management constraints and requirements
- Analysis of cast-in-place vs. pre-cast concrete structure option for upper deck level

DESIGN DOCUMENTS PHASE

Upon approval of the Schematic Design, we will continue to refine and document the design during this phase. We will continue meeting with the Village and stakeholders and focus on all open design decisions so that we have a clear understanding of the project costs and alignment with the established budget. The Wight team will prepare detailed drawings and other documents to fix and describe the overall project design. The following services and deliverables are included in this phase:

- Updated scope narrative fixing the design of all building materials, systems, and finishes
- Preliminary civil engineering plans documenting all site elements, including utilities, preliminary grades, and other site features
- Updated structural plans, foundations, and details
- Finalize landscape design plans
- Exterior elevations of the parking structure façades showing material designations
- Deck sections showing all height elements
- Exterior perimeter section(s) to define materials and heights
- MEP & FP design narrative and design drawings showing major equipment, distribution, and utility services
- Material and color board defining all major building materials and finishes
- Detailed cost estimate

After the conclusion of this phase, all documentation will be assembled into a single deliverable for thorough review by the Village and its stakeholders. The deliverables of this phase will also include a detailed project cost estimate. Wight will then meet with the Village to discuss any comments or modifications required prior to proceeding with the construction documents.

CONSTRUCTION DOCUMENT PHASE

During this phase of the project, we propose to prepare one (1) construction document review submittal for review and approval by the Village and will incorporate review comments as needed. All documents will be prepared to the necessary level to allow for permitting approval, public bidding, and construction of the project scope. During this phase, we will also update the project cost estimate to maintain alignment with project budget. Calculations and specifications for the parking structure and garage foundations will be based on the applicable codes and ordinances. The documents will cover the following items and services:

- Foundation plans and schedule of foundation sizes with reinforcing details and sections, including grade walls and grade beams to support the superstructure and stair towers
- Slab-on-grade plan with reinforcing details, sections, and control joints
- Superstructure floor framing plans with basic details and sections that will establish the performance criteria for the design
- Plan indicating lateral load forces to various shear walls based on stiffness distribution for wind and/or seismic loading
- Architectural, Mechanical, Electrical, Plumbing and Fire Protection Documents
- Site design and storm water calculations
- Submit for storm water permit
- Review and plan site logistics
- Updated cost estimate

BIDDING AND PERMITTING PHASE

During this phase, we will be taking an active role in the acquisition of a building permit from the Village of Hinsdale. Other key activities will include:

- Regulatory Agencies Permitting and Coordination
 - Plans and calculations, as required by the regulatory agencies, will be prepared for submittal and review. All review comments will be addressed and plans modified, as appropriate. Meetings with the agencies will be attended, as required.

CONSTRUCTION ADMINISTRATION PHASE

Team members will participate in pre-construction conferences as necessary for the effective construction of the project, and will accomplish the following:

- Perform site visits at intervals appropriate to the stage of the contractor's operations, to become generally familiar with and keep the owner informed about the progress and quality of the portion of the work completed.
- Review of contractor's application for payment to evaluate whether the work has progressed to the point indicated in the application, provide certification of progress and final application for payment
- Review of contractor's submittals, including shop drawings, product data, and samples for conformance with the contract documents
- Review soils and material testing logs
- Provide responses to Requests for Information (RFIs) including supplemental drawings, related to interpretation of the contract documents
- Perform a Substantial Completion review and prepare a punch list for work to be completed
- Issue Certificate of Substantial Completion
- Perform a Final Completion review

SCHEDULE

We propose to begin work on this assignment upon your authorization to proceed. The following is an overview of our proposed project schedule:

- Project Kickoff Meeting – Within two weeks of receiving executed Contract
- Completion of the Design Development Phase – 3 months
- Completion of the Construction Document Phase – 3 months
- Completion of the Bidding and Permitting Phase – 2 months
- Completion of the Construction Administration Phase – To be determined pending the construction delivery method

Wight will work with the Village to develop a mutually acceptable detailed project schedule during the Project Kick-off meeting.

COMPENSATION

Wight proposes to provide the Scope of Services described in this proposal for in a **Fixed Fee of Four-Hundred and Forty-Three Thousand, Six-Hundred Fifty-Three Dollars (\$443,653.00).**

The Fixed Fee covers all design fees, the preparation of two (2) estimates and all reimbursable expenses. The following is a list of typical expenses:

Ms. Bradley Bloom
Village of Hinsdale
Page 5 of 5
February 12, 2018

1. CAD plots, printing, color reproductions, presentations, phase deliverables, postage and delivery costs of drawings and reports
2. Supplies, materials, and costs related to specific reports and presentations
3. Travel mileage reimbursement at the current IRS mileage reimbursement rate for travel from the home office to the site for individuals not housed onsite.

The Village will reimburse Wight for all expenses in excess of Six Thousand, Five Hundred Dollars (\$6,500.00).

If the Village requests any services in addition or beyond those detailed, Wight will provide a proposal to cover the requested services. 2018 Billing Rates are outlined in 'Attachment A' enclosed with this proposal.

Proposal Exclusions

- Permitting through The Illinois State Regional Office of Education. Proposal includes permitting through the Village of Hinsdale
- Hinsdale Middle School Board Meetings and or/supplementary design review meetings directly with the School Board
- Design of parking access control system
- Mr. Doherty will provide all constructability reviews, and site logistics.

We will invoice monthly based on a percentage of work completed in each phase, and payment will be due within 30 days of invoice date.

Thank you for the opportunity to partner with the Village on this important project. If you have any questions regarding our proposal, please do not hesitate to contact Steve at 630.739.6703.

Respectfully submitted,

WIGHT & COMPANY

Stephen J. Collins
Vice President, Government Programs
scollins@wightco.com

2500 North Frontage Road
Darien, IL 60561

Laura Batterberry, R.A.
Senior Project Manager
lbatterberry@wightco.com

2500 North Frontage Road
Darien, IL 60561

Approved by: _____

Date: _____

Title: _____

cc: John Doherty



2018 PROFESSIONAL SERVICES RATE SCHEDULE

Architecture

Principal	\$290.00 per hour
Project Executive	\$270.00 per hour
Director of Interior Design	\$270.00 per hour
Senior Design Architect	\$250.00 per hour
Senior Project Manager	\$225.00 per hour
Project Manager	\$195.00 per hour
Senior Interior Designer	\$195.00 per hour
Senior Project Architect	\$175.00 per hour
Project Architect	\$160.00 per hour
Architect	\$140.00 per hour
Architectural Intern II	\$125.00 per hour
Architectural Intern I	\$110.00 per hour
Interior Designer	\$125.00 per hour
Intern	\$70.00 per hour
Executive Assistant	\$120.00 per hour
Project Coordinator	\$90.00 per hour



2018 PROFESSIONAL SERVICES RATE SCHEDULE

Land Development

Principal	\$290.00 per hour
Director of Land Development	\$270.00 per hour
Senior Project Manager	\$225.00 per hour
Project Manager	\$195.00 per hour
Engineer	\$140.00 per hour
Landscape Architect	\$130.00 per hour
Engineer II	\$125.00 per hour
Landscape Designer II	\$120.00 per hour
Engineer I	\$110.00 per hour
Landscape Designer I	\$105.00 per hour
Technician	\$90.00 per hour
Intern	\$70.00 per hour
Executive Assistant	\$120.00 per hour
Project Coordinator	\$90.00 per hour



2018 PROFESSIONAL SERVICES RATE SCHEDULE

MEP Engineering

Principal	\$290.00 per hour
Director of MEP Engineering	\$270.00 per hour
Senior Project Manager	\$225.00 per hour
Project Manager	\$195.00 per hour
Senior Project Engineer	\$175.00 per hour
Project Engineer	\$160.00 per hour
MEP Designer	\$120.00 per hour
Intern	\$70.00 per hour
Executive Assistant	\$120.00 per hour
Project Coordinator	\$90.00 per hour

2018 HOURLY RATES

Principal/Senior Planner	\$290/hour
Financial Analyst/Project Manager	\$195/hour
Senior Architect/Engineer	\$190/hour
Architect/Engineer/Planner	\$185/hour
Designer	\$175/hour
Technician	\$160/hour
CADD Operator/Draftsperson	\$160/hour
Analyst/Data Collector	\$120/hour
Clerical	\$110/hour

Note: Rates are effective through December 31, 2018



February 2, 2018

Mr. Bradley Bloom
 Assistant Village Manager
 Village of Hinsdale
 19 E. Chicago Ave.
 Hinsdale, IL 60521

Subject: *New Parking Deck*
CONSTRUCTION MANAGEMENT FEES/COSTS

Dear Mr. Bloom,

Wight & Company (Wight) is pleased to provide the Village of Hinsdale (Village) with this proposal which details the Construction Management Fees/Costs to manage to the construction of a parking deck located on the old Hinsdale Middle School property. We have prepared this proposal based on the construction schedule provided to us by Mr. John Doherty on January 17, 2018; information your team provided during our August 23, 2017, and October 20, 2017, meetings; the information we discussed during our December 6, 2017, interview; The Concord Group Rev. #1 estimate dated July 19, 2017; and other information provided by Mr. John Doherty, such as the demolition oversight is his responsibility. We have assumed that at this time, the upper level of the Parking Deck will be pre-cast. We have also assumed that our Integrated Design and Delivery, with a Guaranteed Maximum Price, method will be utilized on this project

Hard Construction Costs (Approximate) - \$6,150,000.

Construction Management Fee - 3% of the Hard Construction Costs - \$183,000.

General Conditions Labor - \$295,000.

Breakdown

- | | |
|-------------------------|-------------------------------|
| o Project Executive - | Included in Fee |
| o Construction PM - | Part Time |
| o Superintendent - | Full Time during construction |
| o Project Engineer - | Part Time |
| o Project Coordinator - | Part Time |
| o Bidding Support - | As Needed |

General Conditions Expenses – \$75,000

The General Conditions Labor and Expenses are based on an assumed 6-month construction schedule.

Insurance – Workers Comp for Wight Employees (Statutory) and General Liability - \$62,000

Performance and Payment Bond – estimate, Wight - \$40,000. plus subcontractors bonds

Ms. Bradley Bloom
Village of Hinsdale
Page 2 of 2
February 2, 2018

We intend to prepare a Guaranteed Maximum Price (GMAX) during the Design Development Phase of the design. Upon acceptance of the GMAX, we will reduce the Construction Administration fees included in our design proposal by \$14,000.

Thank you for the opportunity to partner with the Village on this important project. If you have any questions regarding our proposal, please do not hesitate to contact Steve at 630.739.6703 or Jim at 630.310.1597.

Respectfully submitted,

WIGHT & COMPANY



Stephen J. Collins
Vice President, Government Programs
scollins@wightco.com

2500 North Frontage Road
Darien, IL 60561



James Nagle
Vice President, Project Executive
jnagle@wightco.com

2500 North Frontage Road
Darien, IL 60561

Approved by: _____

Date: _____

Title: _____

cc: John Doherty

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN CONSTRUCTION
MANAGER**

Based on a

Guaranteed Maximum Price

THIS AGREEMENT is made as of the _____ day of _____ 2018 .

BETWEEN the Owner:

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

and the Design Construction Manager:

**Wight Construction Services, Inc.
2500 N. Frontage Road
Darien, IL 60561**

The Project is:

Provide total professional Design Construction Management services including all labor, material and equipment for the new Parking Deck in Hinsdale, IL, as described in the attached Project Scope Document. (Exhibit A).

The Owner and Design Construction Manager agree as set forth below.

ARTICLE I

THE PROJECT TEAM AND EXTENT OF AGREEMENT

- 1.1 The Project Team.** The Design Construction Manager, the Owner and the Design Construction Manager's consultants and subcontractors, collectively called the "Project Team", shall work cooperatively from the beginning of Design through construction completion.
- 1.2 Extent of Agreement.** The Contract Documents represent the entire agreement between the Owner and the Design Construction Manager and supersedes all prior negotiations, representations or agreements. This Agreement and the other Contract Documents (defined below) may be amended only by written instrument signed by both Owner and Design Construction Manager.
- 1.3 Definitions**
- 1.3.1 Contract Documents,** which constitute the entire Agreement between the Owner and Design Construction Manager, consist of:

- 1.3.1.1** This Contract, including all exhibits thereto.
 - 1.3.1.2** Scope Change Orders.
 - 1.3.1.3** Written amendments to this Agreement.
 - 1.3.1.4** Owner's Project Criteria
 - 1.3.1.5** Plans and Specifications
- 1.3.2** *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- 1.3.3** *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.
- 1.3.4** *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- 1.3.5** *Owners Project Criteria* are developed by or for the Owner to describe Owner's program requirements and objectives for the project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design Construction Manager's performance of the Work.
- 1.3.6** *Project* is the construction of the facilities described above.
- 1.3.7** *Site* is the land or premises on which the Project is located.
- 1.3.8** *Subcontractor* is a person or entity that has a direct contract with the Design Construction Manager to perform any work in connection with the Project, as well as all sub-subcontractors, suppliers and materialmen. Notwithstanding any other provision of this Agreement, all subcontractors (and, if applicable, suppliers and materialmen) shall be signatory to collective bargaining agreements with legitimate trade unions, as reasonably determined by Owner.
- 1.3.9** *Substantial Completion* is the date on which the authority having jurisdiction issues a Certificate of Occupancy so that the Owner can occupy and use the Project or a portion thereof for its intended purposes.
- 1.3.10** *Work* is comprised of all Design Construction Manager's construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents

ARTICLE 2

DESIGN CONSTRUCTION MANAGER'S SERVICES & RESPONSIBILITIES

- 2.1 General Services.** Design Construction Manager's Representative [Jim Nagle] shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design Construction Manager's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design Construction Manager.

2.1.1 Design Construction Manager shall provide Owner with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design Construction Manager's ability to complete the Work for the Contract Price and within the Construction Schedule(s).

2.1.2 The parties shall meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those related to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services. Design Construction Manager shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design Construction Manager, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit the Design Construction Manager to complete the Work consistent with the Contract Documents. The Project Team shall work closely together to see that design is accomplished in accordance with the Contract Documents and any changes that have been agreed to.

2.3 Preliminary Design/Preconstruction Services

2.3.1 Design Construction Manager and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design Construction Manager and Owner shall meet and confer about the submissions, with the Design Construction Manager identifying during such meetings, among other things, the evolution of the design and any significant changes from the previously submitted design submissions. Minutes of the meetings shall be maintained by the Design Construction Manager and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design Construction Manager's schedule.

2.3.2 Preliminary Evaluation. The Design Construction Manager has provided a preliminary evaluation of the Project's feasibility based on the Owner's Program and other relevant information.

2.3.3 Preliminary Schedule. The Design Construction Manager shall prepare a preliminary schedule of the Work for the Owner's written approval. The schedule shall show the activities of the Owner, Design Construction Manager necessary to meet the Owner's completion requirements. The schedule shall be updated as necessary reflecting the information then available

2.3.4 Preliminary Estimate. When sufficient Project information has been identified, the Design Construction Manager shall prepare for the Owner's written approval a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated as necessary reflecting the information then available. If the preliminary estimate or any update

exceeds the Owner's budget, the Design Construction Manager shall meet with the Owner to discuss appropriate adjustments.

2.3.5 Schematic Design and Design Development Documents. The Design Construction Manager shall submit for the Owner's written approval Schematic Design and Design Development Documents based on the Project Scope Document as refined throughout the design process. The Schematic Design and Design Development Documents shall define the Project including drawings and outline specifications fixing and describing the Project size and character, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. One set of these documents shall be furnished to the Owner. The Design Construction Manager shall update the preliminary schedule and estimate based on the Design Development Documents.

2.3.6 Construction Documents. The Design Construction Manager shall submit for the Owner's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws or regulations enacted at the time of their preparation. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Owner. The Design Construction Manager shall update the schedule and estimate based on the Construction Documents.

2.3.7 Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a confirmed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design Construction Manager to Owner.

2.3.8 To the extent not prohibited by the Contract Documents or Legal Requirements, Design Construction Manager may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work, as long as said interim designs are acknowledged in writing by the Owner.

2.3.9 Legal Requirements. The Design Construction Manager shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

2.3.9.1 The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design Construction Manager for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design Construction Manager is required to make to the Construction Documents because of new Legal Requirements or concealed conditions

2.4 Bidding/Construction Phase Services.

2.4.1 The Construction Phase will commence upon the issuance by the Owner of a written notice to proceed with construction.

- 2.4.2** Design Construction Manager shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design Construction Manager shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 2.4.3** The Design Construction Manager shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and shall furnish the Owner with an estimated cash flow schedule for the Project, if requested. Design Construction Manager shall furnish to the Owner any and all financial documents within 7 days upon request. Design Construction Manager shall provide the Owner with a Schedule of Values allocated to major segments of work for the Project, if requested.
- 2.4.4** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design Construction Manager shall provide through itself or subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design Construction Manager to complete construction of the Project consistent with the Contract Documents.
- 2.4.5** Design Construction Manager shall employ only subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Notwithstanding any other provision of this Agreement, all subcontractors (and, if applicable, suppliers and materialmen) shall be signatory to collective bargaining agreements with legitimate trade unions, as reasonably determined by Owner; Design Construction Manager represents and warrants that the required use of union subcontractors (and, if applicable, suppliers and materialmen) is a component of all estimates provided to Owner. Owner may reasonably object to Design Construction Manager's selection of any Subcontractor, in which case such Subcontractor shall not be hired or used, provided that the Contract Price and/or Construction Schedule(s) shall be adjusted to the extent that the Owner's decision impacts Design Construction Manager's cost and/or time of performance.
- 2.4.6** The Design Construction Manager shall provide the Owner with a design and construction schedule for the Project. This Construction Schedule indicates the dates for the starting and completion of the various stages of the design and construction, including the dates when information and approvals are required from the Owner and contains the necessary information to allow the Owner to monitor the progress of the work. It shall be revised as required by the conditions of the Work.
- 2.4.7** The Design Construction Manager shall secure the building permits necessary for the construction of the Project.
- 2.4.8** The Design Construction Manager shall take necessary precautions for the safety of its employees on the Work, and shall comply with all applicable provisions of federal, state and municipal safety laws and shall include in all subcontracts provisions which require its subcontractors to be responsible for the safety of their employees on the Work, and to comply with all applicable provisions of federal, state and municipal safety laws.
- 2.4.9** The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design Construction Manager for the effects of any changes in the Legal Requirements enacted after

the date of the Agreement affecting the performance of the Work.

- 2.4.10** The Design Construction Manager shall keep the premises of the Project free from accumulation of waste materials caused by the Design Construction Manager's operations. At the completion of the Work, the Design Construction Manager shall remove from the Project all tools, surplus materials, construction equipment, machinery, and waste materials.
- 2.4.11** The Design Construction Manager shall maintain in good order at the site one record copy of the drawings, specifications, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction. These shall be delivered to the Owner upon completion of the Project, along with electronic drawing files on mutually agreed upon electronic media format.

2.5 Warranties

- 2.5.1** The Design Construction Manager warrants to the Owner that all materials and equipment furnished under this Agreement shall be new, unless otherwise specified, unless existing material is designated to be reused, and that all construction work shall be of good quality, free from improper workmanship and defective materials. The Design Construction Manager further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Design Construction Manager's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design Construction Manager, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Design Construction Manager agrees to correct all work performed by it under this Agreement which within a period of one year from the date of Substantial Completion as defined in Paragraph 1.3.9 proves to be defective in material or workmanship, provided that this warranty covers equipment, accessories and parts manufactured by others only to the extent of liability to Design Construction Manager on the part of the manufacturer thereof, and no warranty is provided for Owner provided equipment. Any warranty or guarantee obtained by Design Construction Manager from any such manufacturer shall be deemed to have been obtained for the benefit of Owner and shall be assigned to Owner. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work. Defective work corrected by the Contractor shall be warranted for an additional period of one year from the date of the Owner's acceptance of the Design Construction Manager's corrections.
- 2.5.2** The Design Construction Manager shall secure required certificates of inspection, testing or approval required for building construction and deliver them to the Owner including inspections as required by the Regional Office of Education of DuPage County Illinois.
- 2.5.3** The Design Construction Manager shall collect all equipment manuals and deliver them to the Owner, together with all written warranties from equipment manufacturers as a prerequisite to substantial completion.

- 2.5.4** Notwithstanding the foregoing, The Design Construction Manager shall promptly correct Work failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for consultant's services and expenses made necessary thereby, shall be at the Design Construction Manager's expense.
- 2.6 Tax Exemption.** If in accordance with the Owner's direction an exemption is claimed for taxes, the Owner agrees to defend, indemnify and hold harmless the Design Construction Manager from any liability, penalty, interest, fine, tax assessment, attorney's fees or any other expense or cost incurred by the Design Construction Manager as a result of any action taken by the Design Construction Manager in accordance with the Owner's direction for this project.
- 2.7 Additional Services.** The Design Construction Manager shall provide or procure the following Additional Services upon the request of the Owner. A written agreement between the Owner and Design Construction Manager shall define the extent of such Additional Services.
- 2.7.1** Establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.
- 2.7.2** Consultations, negotiations and documentation supporting the procurement of Project financing.
- 2.7.3** Aerial photographs.
- 2.7.4** Appraisals of existing equipment, existing properties, new equipment and developed properties.
- 2.7.5** Feasibility studies except those that address asset management.
- 2.7.6** Models and mockups of the Project or any part of the Project or Work except as required for quality control and aesthetic approval.
- 2.7.7** Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Work.
- 2.7.8** Design services, procurement and placement of artwork and decorations.
- 2.7.9** Revising the Design Development, Construction Documents or documents forming the basis of the Contract Price after they have been approved by the Owner, and which are due to causes beyond the control of the Design Construction Manager.
- 2.7.10** Design, coordination, management and other services supporting the procurement of materials to be obtained, or work to be performed by the Owner
- 2.7.11** Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss.

- 2.7.12** The premium portion of overtime work ordered by the Owner.
- 2.7.13** Document reproduction exceeding the limits provided for in this Agreement.
- 2.7.14** Services for tenant or rental spaces not a part of the Agreement.
- 2.7.15** Services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.
- 2.7.16** Serving or preparing to serve as a witness in connection with any claim or legal proceeding regarding the Project that is not: (a) a claim or legal proceeding in which Design Construction Manager and Owner are adverse parties, or (b) a claim or legal proceeding in which Design Construction Manager, its employees or agents are being called as a witness by a party adverse to the Owner, or (c) a claim or legal proceeding in which Design Construction Manager's employee or agent would be subject to routine subpoenas issued by a court with jurisdiction or Owners' counsel, as a fact or occurrence witness, and subject to court rules providing witness compensation for travel expenses and costs of missing work.

ARTICLE 3 OWNER'S RESPONSIBILITIES

- 3.1** The Owner shall provide full information in a timely manner regarding its requirements for the Project.
- 3.2** The Owner shall designate a representative who shall be fully acquainted with the Project, and have authority to approve changes in the scope of the Project to the extent allowed by applicable law and as determined by Village Board policy. Owner's representative shall render approvals and decisions promptly and as soon as possible as allowed by applicable law, and furnish information expeditiously and in time to meet the dates set forth in the Schedule. The Owner's designated representative is John Doherty. In the event that John Doherty is not reachable, Bradley Bloom shall be authorized to render approvals and decisions. Any change in the Owner's designated representative shall be documented in writing.
- 3.3** If the Owner becomes aware of any fault or defect in the Work or nonconformance with the Drawings or Specifications, it shall give prompt written notice thereof to the Design Construction Manager. However, failure to provide such notice promptly shall not serve as a waiver of any rights or powers described herein.
- 3.4** The Owner shall furnish a legal description and certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way restrictions, easements, encroachments, zoning, deed restrictions, elevations and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available services and utility lines, both public and private, above grade and below grade, including inverts and depths. Notwithstanding the foregoing, Design Construction Manager acknowledges receipt of a survey satisfying all currently known requirements.

- 3.5 Omitted.
- 3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at Owner's expense and the Design Construction Manager shall be entitled to rely upon the accuracy and the completeness thereof.
- 3.7 At Design Construction Manager's request, Owner shall furnish within 30 days reasonable evidence satisfactory to Design Construction Manager that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information within 30 days, Design Construction Manager may stop Work under Section 15.3 hereof or exercise any other right permitted under the Contract Documents.
- 3.8 The Owner shall pay for all utility connection fees and special facility charges, if required, rendered by utilities for connection of permanent utility services to the Project.
- 3.9 Owner is responsible for all work performed on the Site by separate contractors under the Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design Construction Manager in order to enable Design Construction Manager to timely complete the Work consistent with the Contract Documents. Design Construction Manager shall coordinate the Work for all contractors hired by Owner.
- 3.10 The Owner shall communicate with Architect/Engineer, consultants, subcontractors, and suppliers only through the Design Construction Manager.

ARTICLE 4

HAZARDOUS CONDITIONS & DIFFERING SITE CONDITIONS

- 4.1 **Hazardous Conditions.** Unless otherwise expressly provided in the Contract Documents to be a part of the Work, Design Construction Manager is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design Construction Manager will stop Work immediately in the affected area and duly notify the Owner and, if required law, all government or quasi-government entities with jurisdiction over the project Site.
- 4.1.1 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall in its discretion take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.
- 4.1.2 Design Construction Manager shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over

the Project or Site.

4.1.3 Design Construction Manager will be entitled to an adjustment in its Contract Price and/or Construction Schedule(s) to the extent Design Construction Manager's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.4 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design Construction Manager, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorney's fees and expenses, resulting from the Work if in fact the Hazardous Conditions present the risk of bodily injury or death and the Site has not been rendered harmless by the remedial measures, provided that that such claims, losses, damages, liabilities and expenses are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself), except to the extent that such claims, losses, damages, liabilities and expenses is due to the fault or negligence of the party seeking indemnity.

4.1.5 Notwithstanding the preceding provisions of Section 4, Owner is not responsible for Hazardous Conditions introduced to the Site by Design Construction Manager, Subcontractors or anyone for whose acts they may be liable. Design Construction Manager shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design Construction Manager, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions. Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions". Design Construction Manager will be entitled to an adjustment in the Contract Price and/or Construction Schedule(s) to the extent Design Construction Manager's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.1 Upon encountering a Differing Site Condition, Design Construction Manager shall provide prompt written notice to Owner of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. Design Construction Manager shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 5 SUBCONTRACTS AND OTHER AGREEMENTS

5.1 All subcontracts shall be deemed to have been obtained for the benefit of the Owner and the Owner shall be deemed to be a third-party beneficiary of each and every subcontract. Every Subcontractor shall be contractually required to name Owner and the Owner's Representative as an additional insured on its insurance policies.

5.2 Those portions of the work that the Design Construction Manager does not perform with the Design

Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Design Construction Manager. The Design Construction Manager shall endeavor to secure at least three bids and/or proposals from potential subcontractors and from suppliers of materials or equipment fabricated especially for the Work. The Owner may request specific persons or entities from whom the Design Construction Manager shall obtain bids; however, the Design Construction Manager is not obligated or required to seek bids or contract with anyone to whom the Design Construction Manager has reasonable objection. Both Design Construction Manager and Owner understand that there may be some situations where securing three bids is not possible or will adversely impact the project schedule. In this instance Design Construction Manager will be permitted to secure less than three bids and/or negotiate a price acceptable to the Owner upon Owner's written approval to do so for specific subcontractors.

- 5.3** Subcontracts or other agreements shall conform to the payment provisions of Article 13 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
- 5.4** Design Construction Manager shall notify Owner of the identity of all Subcontractors and material suppliers prior to entry of such Subcontractors or material suppliers into the project and shall provide copies of Contracts, Performance and Payment Bonds, if required, and Insurance Certificates to Owner.
 - 5.4.1** The Owner shall have the right to require Design Construction Manager to furnish payment and/or performance bonds covering faithful performance of the Contract Documents and payment of obligations arising thereunder.
- 5.5** The Owner and Design Construction Manager shall work together to select the Subcontractor that best satisfies the requirements of both the Owner and Design Construction Manager. Owner may reasonably object to Design Construction Manager's selection of any Subcontractor, in which case such Subcontractor shall not be hired or used, provided that the Contract Price and/or Construction Schedules(s) shall be adjusted to the extent that the Owner's decision impacts Design Construction Manager's cost and/or time of performance. Except as otherwise provided above, the Design Construction Manager, as contracting and warranting party, will make the final decision of the Subcontractor.
- 5.6** Notwithstanding any other provision of this Agreement, all subcontractors (and, if applicable, suppliers and materialmen) shall be signatory to collective bargaining agreements with legitimate trade unions, as reasonably determined by Owner; Design Construction Manager represents and warrants that the required use of union subcontractors (and, if applicable, suppliers and materialmen) is a component of all estimates provided to Owner.

ARTICLE 6

DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND FINAL COMPLETION

- 6.1** Consistent with the Construction Schedule, Construction shall commence as soon as reasonably possible in the Spring of 2019 pending permit issuance and other necessary approvals, trade contractor awards and reasonable weather conditions. The Design Construction Manager shall diligently prosecute the Work and achieve substantial completion at a mutually acceptable date to be agreed upon at a later date as amended when final drawings are approved by Owner. Design

Construction Manager shall present a detailed construction schedule to the Owner with the final drawings. The project will require a phased turnover with the following completion dates:

Substantial Completion: _____

Substantial Completion: _____

Construction Final Completion: _____

This is contingent upon demolition starting in January 2019 so that the construction of the new parking deck can commence no later than March 1, 2019, and is subject to change based on mutual agreement by the Owner and Design Construction Manager.

- 6.2** If the Design Construction Manager is delayed in the progress of the Project by acts or negligence of the Owner, Owner's employees, separate contractors employed by the Owner, changes ordered in the Work not caused by the fault of the Design Construction Manager, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or conditions defined in Article 4, or other causes beyond the Design Construction Managers' control, or by delay authorized by the Owner's pending arbitration or another cause, the Construction Schedule shall be reasonably extended by Change Order.
- 6.3** **Commencement of Warranties.** Warranties called for by this agreement or by the Drawings and Specifications shall commence on the Date of Substantial Completion of the Project or designated portion thereof, as reflected by the Certificate of Substantial Completion.

ARTICLE 7 COMPENSATION

The Design Construction Manager shall be paid by the Owner a Contract Price consisting of the Cost of the Work as defined in Article 8 and the Design Construction Manager's fee as set forth below:

- 7.1** **Guaranteed Maximum Price.** The sum of the Cost of the Work and the Design Construction Manager's Fee (such sum being the "Guaranteed Maximum Price") will be guaranteed at the completion of Design Development targeted by _____. The final Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would exceed the Guaranteed Maximum Price to be exceeded, exclusive of change orders shall be paid by the Design Construction Manager without reimbursement by the Owner.
- 7.1.1** The preliminary project budget is set at **TBD** based on the conceptual estimate. This Guaranteed Maximum Price will be finalized through a contract amendment as noted in Article 7.1
- 7.1.2** The Guaranteed Maximum Price is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
- 7.1.3** The amounts agreed to for unit prices or allowances, if any, are as follows:
- 7.2** **Allowances.** All allowances stated in the Contract Documents shall be included in the Contract Price. While Owner may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance item, if Design Construction Manager reasonably objects to a material supplier or

subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, overhead and profit unless specifically stated otherwise. Design Construction Manager's overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances. Expenditure of any allowance item requires Owner approval.

- 7.3 Unit Prices.** If unit prices are included in the Contract Documents or are subsequently agreed to by the parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Design Construction Manager, such unit prices shall be equitably adjusted.

7.4 Design/Preconstruction Phase Compensation.

- 7.4.1** The Owner shall compensate the Design Construction Manager for services performed during the Design/Preconstruction Phase as described in Article 2 as follows:

7.4.1.1 Preconstruction services shall be performed as part of the Architectural/Engineering Services fee.

7.4.1.2 Architectural/Engineering services shall be performed for a fixed fee of Four Hundred Forty Three Thousand Six Hundred and Fifty dollars and no cents (\$443,653.00). Such amount is included in the Guaranteed Maximum Price.

- 7.4.2** Compensation for Design/Preconstruction Phase Services shall be equitably adjusted if such services extend beyond 120 days from the date of this Agreement for reasons beyond the reasonable control of the Design Construction Manager or as provided in Article 12.

- 7.4.3** Payments for Design/Preconstruction Phase Services shall be due and payable within a payment schedule established and agreed to by both parties following presentation of the Design Construction Manager's monthly invoice to the Owner. If the Owner fails to pay the Design Construction Manager as agreed, then the Design Construction Manager shall have the right to stop the Work and be entitled to payments due plus interest as provided in Paragraph 13.2.

- 7.4.4** Notwithstanding any other provision of this Agreement, Owner may terminate all agreements with Design Construction Manager without cause prior to completion of design / preconstruction services, subject to payment to Design Construction Manager for services completed up to the date of termination.

- 7.5 Bidding/Construction Phase Compensation.** The Owner shall compensate the Design Construction Manager for Work performed following the commencement of the Bidding and Construction Phase on the following basis:

- 7.5.1** The cost of the Work as allowed in Article 8; and

- 7.5.2** The Design Construction Manager's Fee for Construction Management services in the amount of **Six Hundred Fifteen Thousand Dollars and no cents, (\$615,000.00)**, inclusive of CM Fee as well as General Conditions Labor, General Conditions Expenses and Insurance, and subject to adjustment as provided in Paragraph 7.8. The Design Construction Manager's Fee shall be paid proportionally to the ratio that the monthly Cost of the Work bears to the total estimated Cost of the Work. No further adjustments to the Design Construction Manager's fee shall be made unless the Project scope is increased and exceeds the Guaranteed Maximum Price. No fee shall be charged on coordination changes or minor changes.
- 7.6** Payment for Construction Phase Services shall be as set forth in Article 13.
- 7.7** **Design Construction Manager's Fee.** The Design Construction Manager's Fee includes but is not limited to the following:
- 7.7.1** General and administrative expenses of the Design Construction Manager's principal and branch offices other than the field office, except as may be expressly included in Article 8; and
- 7.7.2** The Design Construction Manager's capital expenses, including interest on the Design Construction Manager's capital employed for the Work.
- 7.8** **Adjustment in the Design Construction Manager's Fee.** Adjustment in the Design Construction Manager's Fee shall be made as follows:
- 7.8.1** For changes in the Work as provided in Article 12, the Design Construction Manager's Fee shall be adjusted as follows:
- Changes shall be priced at the "direct cost" of the charge, and markup for all changes shall be five percent (5%).
- 7.8.2** For delays in the Work not caused by the Design Construction Manager, there will be an equitable adjustment in the Design Construction Manager's schedule to compensate the Design Construction Manager for increased expenses; and
- 7.8.3** If the Design Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss, the Design Construction Manager shall be paid for costs associated with said management.

ARTICLE 8 COST OF THE WORK

- 8.1** The term Cost of the Work shall mean costs necessarily incurred by the Design Construction Manager in good faith in the proper performance of the Work approved by the Owner. Such costs shall be at rates not higher than the standard paid at the place of the Project and at the prevailing wage as applicable, except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 8.
- 8.1.1** **Labor Costs**

8.1.1.1 Wages of construction workers directly employed by the Design Construction Manager to perform the construction of the Work at the site or, at the off-site workshops.

8.1.1.2 Wages or salaries of the Design Construction Manager's supervisory and administrative personnel in connection with performance of the Work when stationed at the site.

8.1.1.3 Wages or salaries of the Design Construction Manager's located at the site.

8.1.2 Subcontract Costs

8.1.2.1 Payments made by the Design Construction Manager to Subcontractors in accordance with the requirements of the subcontracts properly entered into under this Agreement.

8.1.2.2 Cost of premiums for all bonds required entered into under this agreement. Costs of bonds will be presented to the Owner prior to execution with Subcontractors.

8.1.3 Costs of Materials & Equipment Incorporated in the Completed Construction

8.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

8.1.3.2 Cost of materials described in the preceding Clause 8.1.3.1. in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be properly stored during the performance of the Work and turned over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Design Construction Manager; amounts realized, if any, from such sale shall be credited to the Owner as a deduction from the Cost of the Work.

8.1.4 Costs of Other Materials And Equipment, Temporary Facilities And Related Items

8.1.4.1 Costs, including transportation and maintenance, of all materials, supplies, office equipment, computers, software, temporary facilities and hand tools (not owned by the workmen) consumed in the performance of the Work by the Design Construction Manager. Any items used but not consumed, which are paid for by Owner, shall become the property of the Owner and shall be delivered to Owner upon completion of the Work in accordance with instructions furnished by Owner. Design Construction Manager may, however, agree to purchase any such items from Owner at a purchase price equal to the original cost to Owner less the reduction in fair market value resulting directly from use of any such item in connection with the Work or such other price which is mutually acceptable to Owner with any information and documentation necessary to verify the period of time for which such items were used in connection with the Work.

- 8.1.4.2** Rental charges of all necessary trailers, machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from Design Construction Manager or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof. Such rental charges shall be consistent with those generally prevailing in the location of the Project.
- 8.1.4.3** Costs of removal of debris from the site.
- 8.1.4.4** Costs in connection with performance of the Work of telegrams and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- 8.1.4.5** Costs of all temporary utilities, fencing, winter conditions, site access remediation or stabilization costs.
- 8.1.4.6** Site security costs as approved by the Owner.

8.1.5 Miscellaneous Costs

- 8.1.5.1** Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Design Construction Manager is liable.
- 8.1.5.2** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design Construction Manager is required by the Contract Documents to pay.
- 8.1.5.3**
- 8.1.5.4** All fuel and utility costs incurred in the performance of the Work.
- 8.1.5.5** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- 8.1.5.6** Deposits lost for causes other than the Design Construction Manager's fault or negligence.
- 8.1.5.7** Expenses for local travel to and from the site for all of the Design Construction Manager's personnel for all work that is required to be performed at the project site.
- 8.1.5.8** Expenses for travel, for the Design Construction Manager incurred while traveling in discharge of his duties associated with the work. All long distance travel requiring airfare and overnight accommodations shall be pre-approved by the Owner.
- 8.1.5.9** Losses and expenses for personal injury and property damage not compensated by insurance or otherwise sustained by the Design Construction Manager in connection with the Work, provided they have resulted from causes other than the fault or neglect of the Design Construction Manager. Such losses shall include settlements, made with the written consent and approval of the Owner.

8.1.6 Other Costs

- 8.1.6.1** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
- 8.1.6.2** Costs incurred by the Design Construction Manager in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work was beyond the reasonable control of the Design Construction Manager, or caused by the ordinary mistakes or inadvertence, and not the negligence, of the Design Construction Manager or those working by or through the Design Construction Manager.
- 8.1.6.3** Demobilization and remobilization costs in the event a stop work order is issued by Owner, or work is stopped for reasons outside of the reasonable control of the Design Construction Manager.

8.1.7 Emergencies: Repairs To Damaged, Defective Or Nonconforming Work - The Cost of the Work shall also include costs that are incurred by the Design Construction Manager:

- 8.1.7.1** In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, to the extent not caused or capable of prevention through proper performance of the Work by the Design Construction Manager, a Subcontractor or anyone for whom either is responsible.
- 8.1.7.2** In correcting defective, damaged or non-conforming Work, but only if such Work is performed, supplied or damaged by a Subcontractor, or material supplier and not corrected by them, provided that such defective, damaged or non-conforming Work did not result from the fault or negligence of the Design Construction Manager, and only to the extent that the cost of correcting the defective, damaged or non-conforming Work is not recoverable by the Design Construction Manager from the Subcontractor or material supplier or others and the Design Construction Manager is not compensated therefore by insurance or otherwise. In no event shall the total cost of defective, damaged or non-conforming Work, together with all reimbursable costs, exceed the Estimated Cost of the Work, without written approval in advance from the Owner.
- 8.1.7.3** Costs as defined herein shall be actual costs paid by the Design Construction Manager, subject to Article 10 of the Agreement. All payments made by the Owner pursuant to this Article 8, whether those payments are actually made before or after the execution on the Contract, are included within the Estimated Cost of the Work specified in Article 7. Provided, however, that in no event shall the Owner be required to reimburse Design Construction Manager for any portion of the Cost of the Work incurred prior to the Commencement Date unless Design Construction Manager has received the Owner's written consent prior to incurring such cost.

- 8.2** Design Construction Manager hereby agrees and acknowledges that there shall be no duplication of payments for any of the items comprising the Cost of the Work, notwithstanding any itemization or provision contained in the Contract Documents to the contrary, including without limitations, this Article

8.

- 8.3** The Cost of the Work includes a preliminary Allowance for Unforeseeable Conditions ("Allowance") in the amount of **TBD** for the sole use by the Design Construction Manager for costs that could not be expected or predicted and were not specifically allocated or budgeted at the time of this Agreement. This preliminary allowance will be amended when the final Guaranteed Maximum Price is established as defined in Article 7.1. The Allowance will not increase the fee or profit of the Design Construction Manager as established in Section 7 and is included in the Guaranteed Maximum Price. All amounts remaining in the Allowance at final completion of the Project shall revert to the Owner.

ARTICLE 9 COSTS NOT TO BE REIMBURSED

- 9.1** The Cost of the Work shall not include:
- 9.1.1** Salaries and other compensation of the Design Construction Manager's personnel stationed at the Design Construction Manager's principal office or offices other than the site office, except as specifically provided in Article 8.
 - 9.1.2** Expenses of the Design Construction Manager's principal office and offices other than the site office except specifically provided in Article 8.
 - 9.1.3** Overhead and general expenses, except as may be expressly included in Article 8, including but not limited to the costs of Design Construction Manager's taxes, licenses or other levies in connection with the general conduct of its business, including Federal and State income taxes.
 - 9.1.4** The Design Construction Manager's capital expenses, including interest on the Design Construction Manager's capital employed for the Work.

ARTICLE 10 DISCOUNTS, REBATES AND REFUNDS

- 10.1** Cash discounts obtained on payments made by the Design Construction Manager shall accrue to the Owner if (1) the Design Construction Manager received payment therefore from the Owner, or (2) the Owner has deposited funds with the Design Construction Manager with which to make payments. Cash discounts for items or services not paid for by Owner shall accrue to the Design Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design Construction Manager shall make provisions so that they can be secured.

ARTICLE 11 ACCOUNTING RECORDS

- 11.1** The Design Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract.

ARTICLE 12

CHANGES IN THE PROJECT

12.1 Scope Change Orders. Any work not contained in the Contract Documents shall be a change and shall be performed by Design Construction Manager only pursuant to a written Change Order to this Agreement issued by Owner if such work increases or decreases the Contract Price. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the Work Design Construction Manager shall be paid a lump sum acceptable to both parties. If the parties are unable to agree upon a lump sum for the additional work, Design Construction Manager shall be reimbursed for the cost of such work, as determined in accordance with Article 8. If the Change Order causes a decrease in the cost of the Work, the Contract Price shall be decreased by the amount of Design Construction Manager's determination of the decrease of the cost in labor, materials and equipment no longer required, based upon the Schedule of Values furnished pursuant to Paragraph 2.1.3. All Change Orders to the Project Scope shall reflect the following:

- a) A change in the Work;
- b) The amount of the adjustment in the Contract Price; if any
- c) The extent of the adjustment in the Contact Time, if any.

12.2 Concealed Conditions. If concealed or unknown conditions that affect the performance of the Work and vary from those indicated by the Contract Documents are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for under this Agreement, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. The Contract Price and Construction Schedule shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made by Design Construction Manager.

12.3 If Owner requests a proposal for a change in the Work from the Design Construction Manager and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design Construction Manager for reasonable costs incurred for estimating services and services involved in the preparation of proposed revisions to the Contract Documents.

12.4 Construction Change Directives

12.4.1 A Construction Change Directive is a written order or email signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Construction Schedule, or both.

12.4.2 A Construction Change Directive shall be used in the absence of total agreement on an adjustment on the term of a Change Order.

12.4.3 If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on 12.6.

12.4.4 Upon receipt of a Construction Change Directive, the Design Construction Manager shall advise the Owner of the Design Construction Manager's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed

adjustment in the Contract Price or Construction Schedule. Upon agreement with the Contract Price and/or Construction Schedule, Design Construction Manager shall proceed with the change in the work.

- 12.4.5** A Construction Change Directive signed by the Design Construction Manager indicates the agreement of the Design Construction Manager therewith, including adjustment in Contract Price and Construction Schedule or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

12.5 Minor Changes in the Work

- 12.5.1** Minor Changes in the Work do not involve an adjustment in the Contract Price and/or Construction Schedule(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design Construction Manager may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design Construction Manager will record such changes, where appropriate, on the documents maintained by Design Construction Manager and provided in writing to Owner.

12.6 Contract Price Adjustments

- 12.6.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

12.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

12.6.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

12.6.1.3 Cost, fees and any other markups set forth in the Agreement; and

- 12.6.2** If the Owner and Design Construction Manager disagree upon whether Design Construction Manager is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed change to the Work, Owner and Design Construction Manager shall resolve the disagreement pursuant to Article 16 hereof. As part of the negotiation process, Design Construction Manager shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design Construction Manager to perform the services in accordance with Owner's interpretations, Design Construction Manager shall proceed to perform the disputed services, conditioned upon Owner issuing written order to Design Construction Manager (i) directing Design Construction Manager to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design Construction Manager shall be entitled to submit in its Applications for Payment an amount equal to its reasonable estimated cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services, or to litigate to recover such amounts.

12.7 Emergencies

- 12.7.1** In any emergency affecting the safety of persons and/or property, Design Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Construction Schedule(s) on account of emergency work shall be determined as provided in this Article 12.

ARTICLE 13 PAYMENTS TO THE DESIGN CONSTRUCTION MANAGER

13.1 Monthly Progress Payments

- 13.1.1** On or before the Seventh day of each month, Design Construction Manager shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by copies of all necessary supporting documentation, which shall include but not be limited to a sworn statement from Design Construction Manager and sworn statements from any involved subcontractors, suppliers and materialmen, along with partial waivers of lien for any Work for which payment is sought.
- 13.1.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.
- 13.1.3** The Application for Payment shall constitute Design Construction Manager's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design Construction Manager's receipt of payment, whichever occurs earlier.
- 13.1.4** The Owner shall pay the Design Construction Manager no later than thirty (30) days after receipt of Pay Application.
- 13.1.5** Ten percent (10%) of the completed value of the Work shall be withheld from each subcontractor's monthly application for payment. Reduction from the 10% withholding may be considered as a subcontractor nears project completion upon mutual acceptance by Owner and Design Construction Manager.

13.2 Dispute of Payments

- 13.2.1** On or before the date established in Article 13.1.4, Owner shall pay Design Construction Manager all amounts due. The Owner waives the right dispute that the Design Construction Manager is not entitled to all or part of an Application for Payment, unless the Design Construction Manager is notified in writing at least five (5) days prior to the date payment is

due. The notice shall indicate the specific amounts the Owner disputes, the reasons and contractual basis for the disputed, and the specific measures Design Construction Manager must take to rectify Owner's concerns. Design Construction Manager and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design Construction Manager may pursue its rights under the Contract Documents, including those under Article 15 hereof.

13.2.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design Construction Manager all undisputed amounts in an Application for Payment within the times required by 13.1.4.

13.3 Right to Stop Work and Interest. If Owner fails to pay Design Construction Manager any amount that becomes due, Design Construction Manager, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 15.9 hereof. All payments due and unpaid, including disputed amounts shall bear interest at the rate set forth in the Agreement.

13.4 Interest. Payments due and unpaid by Owner to Design Construction Manager, whether progress payments or final payment, shall bear interest commencing thirty (30) days after payment is due at the rate of one and one-half percent (1.5%) per month.

13.5 Title Free of Liens. The Design Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall pass to the Owner upon receipt of such payment by Design Construction Manager free and clear of all liens, claims, security interests or encumbrances hereinafter referred to as Liens. Design Construction Manager, at its own expense, shall indemnify, defend and save harmless Owner against Liens filed on the property of Owner by subcontractors, materialmen or suppliers of Design Construction Manager for amounts due them from Design Construction Manager for Work, the cost of which has been paid by Owner to Design Construction Manager.

13.6 Final Payment. For purposes of final payment, the procedure under this Agreement shall be as follows:

13.6.1 The Design Construction Manager shall give written notice to Owner upon Substantial Completion of the Project as defined in paragraph 1.3.9., (AIA standard form AIA-G704 – i.e. the "Certificate of Substantial Completion"). The issuance of the Certificate of Occupancy from the authority having jurisdiction shall establish the date of substantial completion. Upon this date, the parties shall state, in writing, the responsibilities of Owner and Design Construction Manager regarding maintenance, heat, utilities, and risk of casualty, and shall list the items of Work (punch list) to be corrected or completed.

13.6.2 When the parties have mutually agreed upon the Certificate of Substantial Completion, Design Construction Manager shall submit to the Owner's Representative for approval of an Application for Payment of the unpaid balance of the Contract Price for the Project, less an amount equal to 150% of the estimated cost of completing all remaining unfinished items of work shown on the punch list. Failure of Owner to pay the amount specified by Owner's Representative shall constitute a breach of this Agreement and Design Construction Manager shall have no further obligations or responsibility to Owner under this Agreement.

13.6.3 Design Construction Manager shall, as soon as possible but in no event later than thirty (30) days,

correct or complete the items of work noted on the punch list without additional expense to Owner. Owner's Representative shall inspect the corrected or completed items of work within five (5) days after notice of correction of completion of each such item of work and if acceptable, shall issue a written notice of acceptance of such items of work to Design Construction Manager.

- 13.6.4** Following full completion of the Work and final inspection and acceptance of the Work by the Owner's Representative, Design Construction Manager shall submit a final Application for Payment for the entire unpaid balance of the contract price, as noted in the final application, along with its sworn statement, the sworn statements of subcontractors (and suppliers and materialmen), duly executed final waiver of lien and provide all subcontractor (and supplier and materialmen) waivers of lien and releases obtained during the Project, all Owner and Maintenance Manuals, all warranties and warranty information, all as-built drawings and any additional necessary closeout documents.

ARTICLE 14 INDEMNITY AND INSURANCE

- 14.1 Indemnity.** To the fullest extent permissible under Illinois law, the Design Construction Manager shall indemnify, defend and hold the Owner harmless from all claims and suits for damages arising from personal injuries, including death to persons or damage to property and from all expenses for defending such claim or suit, including court costs and reasonable attorney's fees, which result from the actions or omissions of Design Construction Manager or that of its subcontractors. The Owner shall retain the absolute right to its own choice of counsel to defend any such claims.

- 14.2 Design Construction Manager's Insurance.** The Design Construction Manager shall purchase and maintain the following insurance to cover Design Construction Manager's operations under this Agreement whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 14.2.1** Workers' Compensation insurance in full compliance with workers' compensation laws of the State of Illinois, together with employer's liability coverage with minimum limits of liability in the amount of:

\$500,000 each accident Bodily Injury by Accident
\$500,000 policy limit Bodily Injury by Disease
\$500,000 each employee Bodily Injury by Disease.

- 14.2.2** Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with the following minimum limits of liability:

Combined single limit: \$1,000,000 bodily injury and property damage each accident.

- 14.2.3** Comprehensive general liability insurance including Independent Contractor's coverage with following minimum limits of liability:

Combined single limit: \$1,000,000 each occurrence
\$1,000,000 personal & advertising injury

\$1,000,000 general aggregate
\$2,000,000 products/completed operations aggregate
\$2,000,000 aggregate

14.2.4 The Design Construction Manager shall carry an umbrella policy to apply excess of the general liability, automobile liability and employer's liability coverages listed above at the following limits of liability: \$5,000,000 each occurrence; \$5,000,000 aggregate.

14.2.5 The Design Construction Manager's commercial general liability policy shall also include blanket contractual liability coverage.

14.2.6 Professional Liability Insurance with respect to design services in the amount of \$5,000,000, which, if written on a "claims made" basis, shall be maintained in full force and effect for four (4) years after the completion of the Work. If at any time during the four (4) year period, Design Construction Manager shall no longer carry such insurance; it shall provide thirty (30) days prior written notice to Owner.

14.2.7 Owner shall purchase and maintain at its sole expense, until the Date of Substantial Completion and acceptance thereof, all-risks of direct physical loss builder's risk insurance upon the Work at the site to the full insurable value thereof (including all materials, supplies and equipment intended for specific installation in the Work while in transit, at temporary locations, or delivered to the site but not yet incorporated into the Work). This insurance shall include the interests of Design Construction Manager, Owner, Owner's Representative, subcontractors and sub-subcontractors in the Work, except for the equipment used by the Design Construction Manager, subcontractors and sub-subcontractors associated with their Work, and shall insure against the perils normally insured against in an all-risks direct physical loss builder's risk policy including the perils of flood, quake and terrorism, and shall be deemed the primary insurance as to covered risks.

Such builder's risk insurance shall be written on a repair or replacement cost basis. The policy (ies) for such insurance shall be secured and maintained by Owner in the full amount of the Contract Price and adjusted for changes in the Contract price affected by the Change Order(s).

14.2.8 Any insured loss shall be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interest may appear, subject to the requirements of any applicable mortgage clause and of Owner's construction lender. The Design Construction Manager, subcontractors and sub-subcontractors shall have the right to consult with the Owner in any loss adjustment, subject to the rights of any applicable lenders. Owner shall purchase and maintain, until the Date of Substantial Completion, all-risk builder's risk insurance upon the Work at the site to the full insurable value thereof (including all materials delivered to the site but not yet incorporated into the improvements). If Owner requests, in writing, that insurance for special hazards be included in the property insurance policy, Design Construction Manager shall, if possible, include such insurance and the cost thereof shall be charged to Owner by appropriate Change Order.

14.2.9 All insurance required of Design Construction Manager shall be with insurers having a Best Rating of at least A-Class VII or better. Certificates of insurance reasonably acceptable to Owner shall

be filed with Owner prior to commencement of the Work, and shall name Owner as an additional insured. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to Owner.

ARTICLE 15

STOP WORK AND TERMINATION OF THE AGREEMENT

- 15.1 Owner's Right to Stop Work.** Owner may, without cause and for its convenience, order Design Construction Manager in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.
- 15.2** Design Construction Manager is entitled to an adjustment of the Contract Price and/or Construction Schedule(s) if its cost or time to perform the Work has been impacted by any suspension of stoppage of work by Owner unless Owner stops work based on a condition described in Section 15.2.1 below.
- 15.2.1 Owner's Right to Perform and Terminate for Cause.** If Design Construction Manager persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subcontractors, suppliers or materialmen, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Construction Schedule(s), as such times may be adjusted, (vi) comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 15.3, 15.4 and 15.5 below.
- 15.3** Upon the occurrence of an event set forth in Section 15.2.1 above, Owner may provide written notice to Design Construction Manager that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design Construction Manager's receipt of such notice. If Design Construction Manager fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design Construction Manager of its intent to terminate within an additional seven (7) day period. If Design Construction Manager, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design Construction Manager of such declaration.
- 15.4** Upon declaring the Agreement terminated pursuant to Section 15.3 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design Construction Manager hereby transfers, assigns and set over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design Construction Manager shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design Construction Manager. Notwithstanding the preceding sentence, if Owner's cost and expense of completing the Work exceeds

the unpaid balance of the Contract Price, then Design Construction Manager shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expense, incurred by Owner in connection with the re-procurement and defense of claims arising from Design Construction Manager's default, subject to the waiver of consequential damages set forth in Section 16.6 hereof.

15.5 If Owner improperly terminates the Agreement for Cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 15 of the Agreement.

15.6 Termination for Convenience. Upon ten (10) days' written notice to Design Construction Manager, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design Construction Manager for the following (with credits for all amounts previously paid):

15.6.1 All Work executed and for proven loss, cost or expense in connection with the Work;

15.6.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amount due in settlement of terminated contracts with Subcontractors.

15.7 In addition to the amounts set forth in Section 15.6 above, Design Construction Manager shall be entitled to receive one of the following as applicable:

15.7.1 If Owner terminates this Agreement prior to commencement of construction, Design Construction Manager shall be paid zero percent (0%) of the remaining balance of the Contract Price.

If Owner terminates this Agreement after commencement of construction Design Construction Manager shall be paid zero percent (0%) of the remaining balance of the Contract Price.

15.8 Design Construction Manager's Right to Stop Work. Design Construction Manager may, in addition to any other rights afforded under the Contract Documents or at law, stop work for the following reasons:

15.8.1 Owners failure to provide financial assurances as required under Section 3.7 hereof: or

15.8.2 Owner's failure to pay amounts due under Design Construction Manager's Application for Payment.

15.9 Should any of the events set forth in Section 15.8 above occur, Design Construction Manager has the right to provide Owner with written notice that Design Construction Manager shall stop work unless said event is cured within seven (7) days from Owner's receipt of Design Construction Manager's notice. If Owner does not cure the problem within such seven (7) day period, Design Construction Manager may stop work. In such case, Design Construction Manager shall be entitled to make a claim for adjustment to the Contract Price and Construction Schedule(s) to the extent it has been adversely impacted by such stoppage.

15.10 Design Construction Manager's Right to Terminate for Cause. Design Construction Manager, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

- 15.10.1** The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 15.1 hereof, provided that such stoppages are not due to the acts or omissions of Design Construction Manager or anyone for whose acts Design Construction Manager may be responsible.
- 15.10.2** Owner's failure to cure the problems set forth in Sections 15.9 above after Design Construction Manager has stopped the Work.
- 15.11** Upon the occurrence of an event set forth in Section 15.10 above, Design Construction Manager may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design Construction Manager may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design Construction Manager may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design Construction Manager shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 15 of the Agreement.
- 15.12 Bankruptcy of Owner or Design Construction Manager.** If either Owner or Design Construction Manager institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:
- 15.12.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and
- 15.12.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action
- If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 15.
- 15.13** The rights and remedies under Section 15.13 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design Construction Manager to stop Work under any applicable provision of this Contract.

ARTICLE 16

DISPUTE RESOLUTION

- 16.1** If either Design Construction Manager or Owner believes that it is entitled to relief against the other for

any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of this Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. Failure to provide such written notice within 21 days shall not operate as a waiver of either parties' rights and remedies under this Agreement.

- 16.2 Dispute Avoidance and Resolution.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design Construction Manager and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 16.3** Design Construction Manager and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between Design Construction Manager's Representative and Owner's Representative.
- 16.4** If after meeting the Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation shall be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.
- 16.4.1** If the parties are unable to resolve a dispute pursuant to this Section 16, the method of binding dispute resolution shall be litigation in the Circuit Court of DuPage County.
- 16.5 Consequential Damages.** Notwithstanding anything herein to the contrary, neither Design Construction Manager nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

ARTICLE 17

PROTECTION OF PERSONS AND PROPERTY

- 17.1 Safety Precautions and Programs.** The Design Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs regarding the performance of the Contract, including OSHA and other applicable laws.
- 17.2 Safety of Persons and Property.** The Design Construction Manager shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- 17.2.1** Employees on the Work and other persons who may be affected thereby;
- 17.2.2** The Work and material and equipment to be incorporated therein, whether in storage on or off the site, under care, custody and control of the Design Construction Manager or the Design Construction Manager's subcontractors or sub-subcontractors.
- 17.3** The Design Construction Manager shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.
- 17.4** The Design Construction Manager shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and uses of adjacent sites and utilities.
- 17.5** When use or storage of hazard materials or equipment or unusual methods are necessary for execution of the Work, the Design Construction Manager shall exercise the reasonable utmost care and carry on such activities under supervision of properly qualified personnel.
- 17.6** The Design Construction Manager shall promptly remedy (or use its best efforts to remedy) damage and loss to property caused in whole or in part by the Design Construction Manager, a subcontractor, a sub-subcontractor or anyone directly or indirectly employed by any them, or by anyone for whose acts they may be liable and for which Design Construction Manager is responsible, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by it, or by anyone for whose acts they Owner may be liable, and not attributable to the fault or negligence of the Design Construction Manager.

ARTICLE 18

MISCELLANEOUS

- 18.1 Successors and Assigns.** This Agreement shall be binding on the successors, permitted assigns, and legal representatives of the Owner or Design Construction Manager. Neither party shall assign, sublet or transfer an interest in the Agreement without the written consent of the other.
- 18.2 Governing Law.** This Agreement shall be governed by the law of the State of Illinois and any applicable federal laws.
- 18.3 Ownership of Documents.** The drawings, Specifications and other documents prepared by the Design Construction Manager for this project are instruments of the Design Construction Manager's service for use solely with respect to this Project and, unless otherwise provided, the Design Construction Manager shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Design Construction Manager's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Design Construction Manager's Drawings, Specifications or other documents shall not be used by the Owner or others on other project, for additions to this Project or for completion of this Project by others, unless the Design Construction Manager is adjudged to be in default under this Agreement, except by

agreement in writing and with appropriate compensation to the Design Construction Manager.

18.4 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the Design Construction Manager's reserved rights.

18.5 Representations and Warranties. Design Construction Manager represents and warrants the following to the Owner which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

- (i) That it is able to furnish the labor required to manage the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- (ii) That it is authorized to do business in the State of Illinois and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over him and over the Work and the Project;
- (iii) That its execution of this Agreement and its performance thereof is within its duly authorized powers;

18.6 Discipline of Employees. Design Construction Manager shall, at all times, enforce strict discipline and good order among its employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

18.7 Claims for Damages. Should either party to this Contract suffer injury or damage to persons or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, claim shall be made, in writing, to such other party within a reasonable time after the first observance of such injury or damage.

18.8 Written Notice. All notices, demands and communications required or which either party desires to give or make hereunder shall be in writing signed by or on behalf of the party giving or making the same, and may be served personally, by United States registered or certified mail, return receipt requested, or by a national courier service guaranteeing overnight delivery:

I.	To Design Construction Manager:	Wight Construction Services, Inc. Attn: Jim Nagel 2500 N. Frontage Road Darien, IL 60561
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II.	To Owner:	Village of Hinsdale Attn: Village Manager 19 E Chicago Avenue Hinsdale, IL 60521
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Mailed notices shall be deemed to have been given on the third business day after the date of mailing or

upon receipt by either party if personally delivered and a written receipt signed therefore, or one (1) business day following deposit for overnight delivery with a national courier service guaranteeing overnight delivery. Any party hereto may change its address for the service as aforesaid by giving written notice to the other of such change of address in accordance with the provision of this subparagraph.

18.9 Access to Work. Owner and its representative shall at all times have access to the Work whenever it is in preparation or progress; provided, however, that such access shall not interfere with the prosecution of the Work by Design Construction Manager, or its subcontractors or sub-subcontractors or jeopardize their safety. Design Construction Manager shall permit and facilitate such access to the Work by Owner, its agents, and public authorities concerned with such work.

18.10 Non Discrimination. The Construction Manager shall fully comply with all applicable federal and state laws of nondiscrimination and equal opportunity laws, orders and regulations. The Construction Manager will not engage in discrimination or harassment against any person, including employees and subcontractors, because of race, sex, color, religion, national origin, ancestry, age, mental status, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and delivered the day and the date first above written.

OWNER: Village of Hinsdale

By: _____

Its: _____

Date: _____

DESIGN CONSTRUCTION MANAGER: Wight Construction Services, Inc.

By: _____

Its: Group President, Construction

Date: _____

EXHIBIT "A"

Project Scope Document Based on Design Documents dated **TBD**.

EXHIBIT "B"

Final GMP Schedule and Cost dated TBD



REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: 244 E. First Street - Withdrawal of Local Landmark Designation in the
Robbins Park Historic District
Case HPC-10-2017 – R-1 Single Family Residential District

MEETING DATE: February 15, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance Approving Withdrawal of a Historic Landmark Designation for 244 East First Street.

Background

The Village of Hinsdale has received a request from the homeowners, Warren and Nancy Furey, to have the local landmark designation withdrawn from the property at 244 E. First Street, in the Robbins Park Historic District. Per the applicant, they are experiencing difficulty with selling their home, which is a great concern due to health issues within the family. Section 14-1-4 defines the conditions for withdrawal of a landmark designation and this request is based on a stated financial hardship (Attachment 1).

Per the withdrawal request letter, dated October 3, 2017, the homeowners are depending on the sale of the home for recent medical issues and financial retirement security. The letter states, two potential buyers of the home have indicated to the applicant that they have no interest in purchasing the house at any price with the current landmark designation. A letter from their listing agent, Carrie Kenna, Berkshire Hathaway, dated October 24, 2017, is included, supporting that the marketing period will be longer and this impacts the value of the home due to the landmark designation.

On October 1, 2002, the Village approved an Ordinance, to landmark the home at 244 E. First Street (Attachment 4). The subject property is located on a corner lot in the Robbins Park Historic District, in the R-1 Single Family Residential District and borders the same to the north, east, south and west. The home is a two-story, 4,830 square foot, wood frame structure constructed in the Victorian Renaissance Revival style in 1893.

According to the Findings and Recommendations by the Historic Preservation Commission (HPC) in 2002, the home has significant features and historical facts that should be protected and preserved. For example, it is a rare example of work by the prestigious architectural firm of Shepley, Rutan and Coolidge, of Boston, known for its commercial and institutional buildings, including the Art Institute of Chicago in 1897 and Chicago Public Library in 1893 (Attachment 5).

The Board of Trustees (BOT) minutes, on April 8, 2014, reflected a desire by the Trustees to revise the code while considering a withdrawal request at 319 N. Washington Street. On November 4, 2014, the Board of Trustees amended Section 14-1-4 to add subsection E, which is the condition to withdraw a landmark based on financial hardship, though hardship was not defined.

After the HPC meeting on December 13, 2017, it was brought to the attention of staff by a Trustee that the wrong standard was being considered. The standard that was revised and approved by the BOT, at the meeting on November 4, 2014, reads: **"The owner of the structure, building or site demonstrates that the landmark designation creates significant and continuing financial hardship."**

The Ordinance amending Section 14-1-4, was approved unanimously, to allow an applicant the opportunity to apply for a withdrawal of the designation citing a significant and continuing financial hardship (Attachment 6).

Discussion & Recommendation

On December 13, 2017, the HPC reviewed and unanimously recommended to deny the request, 4-0, 1 absent and 1 abstention. The HPC found that, (1), the home was not marketed to the fullest extent to sell it and (2), the applicant did not show/submit any financial or empirical evidence of the hardship they are presenting. The December 13, 2017, HPC public hearing transcript is included as Attachment 7, and was with the January 10, 2018, HPC meeting. The Findings and Recommendations with a revision (to paragraph 5) was approved at the February 7, 2018, HPC meeting.

Village Board and/or Committee Action

N/A

Documents Attached

Draft Ordinance

Approved Findings and Recommendations (HPC Meeting on February 7, 2018)

1. Withdrawal Request Letter and Exhibits
2. Zoning Map and Project Location, Birds Eye View Map and Street View
3. Historic Illustration of home submittal by HPC Commissioner Williams (dated 12.20.17)
4. Ordinance approving Landmark Request for 244 E. First Street (dated 10.01.02)
5. Findings and Recommendations for Landmark Designation (dated 10.22.02)
6. Board of Trustees Meeting Minutes relating to Ordinance approving amendment to Section 14-4-1 (dated April 8, 2014, and November 4, 2014, respectively)
7. HPC December 13, 2017, Public Hearing Transcript

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING WITHDRAWAL OF A HISTORIC LANDMARK
DESIGNATION FOR 244 EAST FIRST STREET
- HPC CASE No.: 10-2017**

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 ("Village Code") establishes a procedure by which such buildings, structures, objects, sites, and areas can be designated as historic landmarks and historic districts; and

WHEREAS, Title 14 of the Village Code also provides, under Section 14-4-1, for the withdrawal of a previously granted historic landmark designation in certain specified circumstances; and

WHEREAS, Warren and Nancy Furey (the "Applicants") submitted an application under Section 14-4-1 of the Village Code of Hinsdale (the "Village Code") to the Village of Hinsdale Historic Preservation Commission requesting withdrawal of the existing landmark designation for the structure (the "Subject Building") located at 244 East First Street (the "Subject Property"). The Subject Property is legally described in Exhibit A, attached hereto and made a part hereof. The Applicants are the owners of record of the Subject Property and Subject Building, and were also the applicants at the time of its original landmarking on October 1, 2002; and

WHEREAS, the Applicants made presentations relative to their request for withdrawal to the Historic Preservation Commission on December 13, 2017. At the December 13, 2017, meeting, the Historic Preservation Commission did not recommend approval of the request for withdrawal to the Board of Trustees, after finding that the Applicants failed to satisfy the standard in Section 14-4-1(E) of the Zoning Code applicable to withdrawal of the designation of the landmark status for financial hardship; and

WHEREAS, the Commission has filed its report of Findings and Recommendation regarding the withdrawal of the landmark designation in HPC Case No. 10-2017, a copy of which is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed and duly considered the 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 standard for withdrawal set forth in Section 14-4-1(E) 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: Findings. The President and Board of Trustees of the Village of Hinsdale find, notwithstanding the Findings and Recommendation of the Historical Preservation Commission, that the Applicants properly demonstrated that the landmark designation of the Subject Building creates a significant and continuing financial hardship for them, pursuant to Section § 14-4-1(E) of the Village Code.

SECTION 3: Withdrawal of Designation as Historic Landmark. The Applicant's request for withdrawal of the landmark designation of the structure on the Subject Property is hereby approved. The structure shall no longer be designated as a historic landmark and shall not 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 withdrawal to the Applicant, as owner of record, and to the Village Building Commissioner, which notice shall include a copy of this Ordinance.

SECTION 5: 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 6: 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 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 _____ 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____ 2018 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 OF JULIA PHELPS RESUBDIVISION, A RESUBDIVISION OF LOT, BEING A PART OF THE SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ OF BLOCK 6 IN WILLIAMS ROBBINS FIRST ADDITION SITUATED IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OF SAID JULIA PHELPS RESUBDIVISION, OCTOBER 13, 1955 AS DOCUMENT 776804, IN DUPAGE COUNTY, ILLINOIS.

Commonly Known As: 244 East 1st Street, Hinsdale, Illinois.

PIN: 09-12-208-014-0000

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE HISTORIC PRESERVATION COMMISSION

**RE: 244 East First Street (Warren and Nancy Furey)
Request for Withdrawal of Designation as Landmark Building –
Case: HPC-10-2017**

DATE OF HISTORIC PRESERVATION COMMISSION REVIEW: December 13, 2017.

DATE OF VILLAGE BOARD REVIEW: February 15, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Warren and Nancy Furey (the “Applicants”) submitted an application under Section 14-4-1 of the Village Code of Hinsdale (the “Village Code”) to the Village of Hinsdale Historic Preservation Commission requesting withdrawal of the existing landmark designation for the structure (the “Subject Building”) located at 244 East First Street (the “Subject Property”). The Applicants are the owners of record of the Subject Property.
2. The Subject Building is a two and one-half story wood frame building, constructed in 1893 in the Victorian Renaissance Revival style. During the Great Depression, a portion of the front porch was removed and the coach house was relocated to the residential lot at 120 South Elm Street.
3. In 2002, the Applicants submitted an application under Section 14-3-2 of the Village Code of Hinsdale nominating the 109-year old Subject Building for designation as a landmark. The Historic Preservation Commission reviewed the application and ultimately recommended that the Village President and Board of Trustees designate the Subject Building as a historic landmark. On October 1, 2002, the Village Board of Trustees approved Ordinance 2002-60, which designated the Subject Building as a historic landmark. The Historic Preservation Commission noted that the Subject Building has significant character, interest or value as part of the historic, aesthetic, or architectural heritage of the Village because it is located in the original Robbins Park Subdivision and is a rare Chicago example of residential work by the prestigious architectural firm of Shepley, Rutan and Coolidge, of Boston.
4. A landmark designation may be withdrawn, so long as one of the conditions set forth in Section 14-4-1 of the Village Code are satisfied. The Applicants contend that the following condition has been satisfied: “E. The owner of the structure, building or site demonstrates that the landmark designation creates significant and continuing financial hardship.” § 14-4-1(E).
5. The Applicants made a presentation to the Historic Preservation Commission on December 13, 2017. They stated that they are experiencing significant and continuing financial

hardship and are requesting the removal of the landmark designation in order to sell the Subject Building.

6. The Applicants contended that they were experiencing difficulty selling the Subject Property because of the Subject Building's landmark status. Due to recent medical issues faced by the Applicants, they requested a withdrawal of the landmark designation and cited financial hardships. The Applicants presented a letter signed by Gerald E. Kubasiak of the law firm Miller, Canfield, Paddock and Stone, P.L.C., stating that the Applicants are highly dependent on the proceeds from the sale of the Subject Property. No financial documents or empirical evidence of a financial hardship was presented to the Commission. As a result of questioning by the Commission, the Applicants acknowledged owning two (2) additional properties.
7. Applicant Warren Furey and his family members testified regarding the application to withdraw the landmark designation of the Subject Building. The Applicant contended that the Subject Property has been privately marketed and that two potential buyers have indicated to Owners that they did not want purchase a property because of its landmark status. Therefore, the Applicants desire to have the landmark status removed to make it easier to sell the Subject Property and to get a higher selling price. After reviewing the Conditions of Withdrawal stated in §14-4-1(E) of the Village Code, the Commission members unanimously determined that these specific desires did not satisfy the required conditions for landmark status withdrawal as a result of a financial hardship.
8. During the public hearing, Commissioners inquired about the marketing strategies that had been implemented to sell the Subject Property. The Applicant's Real Estate Agent, Carrie Kenna, stated that the Subject Property was only being marketed privately and by word of mouth. Ms. Kenna, in response to questioning, stated the private listing contained no photographs of the property because the interior condition was not in the position to be photographed.
9. Chairman John Bohnen recused himself from the public hearing. Chairman Bohnen announced that he has been a long-time neighbor of the Applicants and felt he was too close to the situation to participate with the other Commissioners at the public hearing. Chairman Bohnen later spoke briefly during the public hearing as a resident and private citizen regarding the Subject Building. He opined, based on his experience as a realtor, that the Subject Property had not been marketed to the fullest extent in order to sell it. He also requested to have documents illustrating comparable sales to the Subject Building entered into the record. The documents were received into the record by the Commission and are attached hereto as **Objector's Group Exhibit 1**.
10. Commissioner Jim Prisby disclosed at the beginning of the public hearing that in 2007, he worked as the architect on a home addition for a relative of the Applicant. Commissioner Prisby did not believe that his work with the Applicant's relatives made him ineligible to participate in the public hearing, as he was still able to act fairly and impartially, but he wanted to note his prior work with the Applicant's relatives on the record.

11. Certain Commissioners felt that the Applicants had failed to satisfy the standards necessary to withdraw the landmark status, because there was no financial or empirical evidence of the hardship that the Applicants alleged. Additionally, other Commissioners were concerned that there had been a lack of effort in marketing the Subject Property because it had not been publically listed and the private real estate listing contained no photographs.
12. The Historic Preservation Commission found, based on the Application and the evidence presented at the public hearing, that the Applicants failed to satisfy the standards in §14-4-1(E) of the Village Code applicable to withdrawal of the designation of the landmark status for financial hardship. Among the evidence considered and relied upon by the Historic Preservation Commission were the testimony given by the Applicants and family members, as well as the Applicant's application and supporting documents, copies of which are attached hereto as **Group Exhibit A**, and **Objector's Group Exhibit 1**. A motion was made and seconded that the request to withdraw the landmark designation on the Subject Building not be recommended for approval to the Village Board of Trustees. The vote on the motion to not recommend withdrawal was four (4) in favor, zero (0) opposed, and (1) abstention.

II. RECOMMENDATION

The Village of Hinsdale Historic Preservation Commission, on a vote of four (4) "Ayes," zero (0) "Nays", one (1) absent, and one (1) abstention, **DOES NOT RECOMMEND** that the President and Board of Trustees approve the Applicants' request to withdraw the landmark designation on the Subject Building located at 244 E. First Street.

HINSDALE HISTORIC PRESERVATION COMMISSION

By: 

Chairman Pro Tem

Dated this 7th day of February, 2018.

Warren and Nancy Furey
244 East First Street
Hinsdale, IL 60521

October 3, 2017

RE: 244 E First Street, Request to Withdraw Landmark

To Whom It May Concern:

Nancy and I are requesting to have the landmark designation withdrawn from the property located at 244 E First Street Under 14-4-1 section E Financial Hardship.

Nancy and I decided to Landmark our property long before the village created Historic Districts. We did this out of our desire to raise awareness and create appreciation for historic architecture at the height of the teardown phenomenon of the 1990s. The Historic Preservation Ordinance was a **Voluntary Ordinance** at the time, and we were told designating our home a landmark under the ordinance was **not binding** as in other communities that had more strict ordinances. We were also reassured that we could have this designation removed should we ever change our minds. At the time we fully believed our decision would help enhance not only our own property value but would also increase the property values in the area. We were fortunate that East First Street had not seen any major changes to its housing stock in over seventy years, and older homes like ours were still commanding high property values. However, more recently we have seen our streetscape change and the value of older homes like ours decline. The 19th century home across the street was torn down and we have been looking at an empty lot for over a year now. Another 19th century home catty-corner to us has been on the market for over two years and remains without a buyer.


We are appealing to you now because eight months ago my wife Nancy was suddenly and unexpectedly diagnosed with Stage 3 cancer of the esophagus. Given the unexpected turn of events in our lives and the need to have a home better equipped for her illness, we put our home on the market. Our deepest hope is and always will be to sell the home if possible to someone who will restore the home back to its original luster. In the past six months we have spoken with two parties who would be interested in purchasing and restoring the home. Both parties are well funded and have a good history of taking on these projects, however they have also indicated to us that they simply have no interest purchasing the house at any price with the current Landmark Designation.

Our home is our single largest asset. We find ourselves in a position where we need to sell our home in a reasonable time frame and Real Estate Agents and investors are requesting we remove the Landmark Status from our property to facilitate or home sale. We are concerned that the Landmark status will increase the time our home sits on the market waiting for a buyer and we will be forced to accept a significantly lower sale price which will greatly affect our financial retirement security.

We plan to market the home and highlight its historic value. We absolutely have no interest in marketing the home for lot value. It goes against all that we love and value in our home. We are confident that since our home is now located in a historic preservation district the next owner will be required to appear in front of the Hinsdale Preservation Committee with any rehabilitation plans the town will do what the Historic Preservation Ordinance intended: act as an educational resource and provide guidance during restoration from experts in their field and in our lovely town's history. These recommendations will be VOLUNTARY not binding and we believe this is what the original law intended and it was only when we put our home on the market that we learned this was not the case.

It is important for me to point out that we never took advantage of any potential tax savings by way of Landmark status. We have a plaque and a lot of pride is all. We have dearly loved our home of the last 46 years, and we are hoping to find another owner who will restore it and enjoy it for the next fifty.

Respectfully,

A handwritten signature in black ink, appearing to read "W. Furey MD". The signature is fluid and cursive, with the "MD" part being more distinct and bold than the first name.

Warren W. Furey, MD

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

GERALD E. KUBASIAK
TEL (312) 460-4231
FAX (312) 460-4201
E-MAIL kubasiak@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
225 W. Washington Street, Suite 2600
Chicago, Illinois 60606
TEL (312) 460-4200
FAX (312) 460-4201
www.millercanfield.com

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Kalamazoo • Lansing • Troy

FLORIDA: Tampa

ILLINOIS: Chicago

NEW YORK: New York

CANADA: Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia
Warsaw • Wrocław

October 5, 2017

Historic Preservation Commission
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Re: Application of Drs. Warren & Nancy Furey

Dear Chairman:

I am writing on behalf my clients, Drs. Warren and Nancy Furey, who have filed an application to have their home at 244 East First Street removed from landmark status. The reason is based on economic hardship. Based on my knowledge of Warren and Nancy's financial situation, they will be highly dependent on the proceeds from the sale of 244 to sustain themselves given that they are now both retired. Given recent medical issues, there is even greater concern. We believe that this is truly a case of economic necessity.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: _____

Gerald E. Kubasiak

GEK/ir

29975397.1\088888-04549

Carrie Kenna
Liz Kenna Burke
BHHS Koenig Rubloff Group
35 S Washington
630-325-7500
www.kennahomesrealtors.com

October 24, 2017

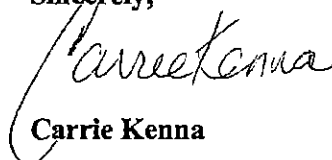
Anne and Bob Schultz
733 S Grant St
Hinsdale, IL 60521

Dear Anne and Bob,

The marketing at 244 E 1st St Hinsdale for Warren and Nancy Furey has not produced any possible buyers. The potential clients that have expressed an interest have all ruled it out due to the Landmark Status. The impact to the value of the home will be dramatic. Given the home needs extensive work any potential buyer will be impacted by the landmark status. The risk a buyer would need to undertake in dealing with this comes at a steep price and may require a substantially longer marketing period to find that right buyer. I am sorry as this will most likely cause a significant financial hardship for Warren and Nancy Furey at this most vulnerable time in their lives.

Please call to discuss at any time. Will continue to look for that one buyer in the mean time.

Sincerely,



Carrie Kenna

Exhibit A Side Photo



Exhibit B Front Photo



Exhibit C Side Photo





EXHIBIT A

Legal Description

LOT 1 OF JULIA PHELPS RESUBDIVISION, A RESUBDIVISION OF LOT 1 BEING A PART OF THE SUBDIVISION OF THE NORTHEAST QUARTER OF BLOCK 6 OF WILLIAM ROBBIN'S FIRST ADDITION, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID JULIA PHELPS RESUBDIVISION, RECORDED OCTOBER 13, 1955 AS DOCUMENT 776804, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 244 East First Street, Hinsdale, Illinois 60521

Property Identification Number: 09-12-208-014



Detached Single
Status: CLSD
Area: 521
Address: 231 E Third St, Hinsdale, IL 60521
Directions: Third St. east of Garfield. North side between Park and Elm.
Sold by: Catherine Burns (22296) / Adams & Myers Realtors, Inc. (22001)
Closed: 07/10/2013
Off Market: 05/02/2013
Year Built: UNK
Dimensions: 140X261X122X261
Ownership: Fee Simple
Corp Limits: Hinsdale
Coordinates: S:5 W:14
Rooms: 9
Bedrooms: 5
Basement: Full

MLS #: 08110300
List Date: 07/09/2012
List Dt Rec: 07/09/2012
Contract: 05/02/2013
Financing: Conventional
Bit Before 78: Yes
Subdivision: Southeast
Township: Downers Grove
Bathrooms: 4 / 2
(full/half):
Master Bath: Full
Bsmnt. Bath: Yes

List Price: \$2,195,000
Orig List Price: \$2,199,000
Sold Price: \$2,000,000
Lst. Mkt. Time: 298
Concessions:
Contingency:
Curr. Leased: No
Model:
County: DuPage
Fireplaces: 3
Parking: Garage
Spaces: Gar:4
Parking Incl. Yes
In Price:

Remarks: Unique opportunity to own a premier, historically significant Southeast Hinsdale property. Although sold "as is", this home is in excellent condition. Hardwood floors throughout, expanded gourmet kitchen, elegant formal rooms, original woodwork, coach house and .8 acre of lush, professionally landscaped grounds. Designed by renowned architect E.E. Roberts in 1908. Walk to everything. Agent related to seller.

School Data	Assessments	Tax	Miscellaneous
Elementary: Oak (181)	Amount: \$0	Amount: \$36,429.16	Waterfront: No
Junior High: Hinsdale (181)	Frequency: Not Applicable	PIN: 0912208013	Appx SF: 6000
High School: Hinsdale Central (86)	Special Assessments: No	Multi PINs:	SF Source: Appraiser
	Special Service Area: No	Tax Year: 2011	Bldg. Assess. SF:
	Master Association: No	Tax Exmps:	Acreage:

Square Footage Comments:

Room Name	Size	Level	Flooring	Win Trmt	Room Name	Size	Level	Flooring	Win Trmt
Living Room	18X37	Main Level	Carpet	Curtains/Drapes	Master Bedroom	18X25	2nd Level	Carpet	Curtains/Drapes
Dining Room	18X21	Main Level	Carpet	Curtains/Drapes	2nd Bedroom	12X18	2nd Level	Carpet	Curtains/Drapes
Kitchen	22X31	Main Level	Terracotta	Blinds	3rd Bedroom	15X15	2nd Level	Carpet	Curtains/Drapes
Family Room		Not Applicable			4th Bedroom	8X12	2nd Level	Carpet	Curtains/Drapes
Laundry Room	18X21	Basement	Other	None	Foyer	12X33	Main Level	Carpet	None
5th Bedroom	9X9	2nd Level	Carpet	Curtains/Drapes	Screened Porch	12X20	2nd Level	Other	Shades
Recreation Room	23X30	Basement	Carpet	None					

Interior Property Features: Bar-Wet, Hardwood Floors

Exterior Property Features: Balcony, Porch, Porch Screened, Storage Shed, Storms/Screens

Age: 100+ Years	Additional Rooms: 5th Bedroom, Foyer, Recreation Room, Screened Porch	Roof: Asphalt/Glass (Shingles)
Type: 2 Stories	Garage Ownership: Owned	Sewer: Sewer-Public
Style: Traditional	Garage On Site: Yes	Water: Lake Michigan
Exterior: Stucco	Garage Type: Detached	Const Opts:
Air Cond: Central Air	Garage Details: Garage Door Opener(s)	General Info: None
Heating: Gas, Forced Air, Radiant	Parking Ownership:	Amenities: Sidewalks, Street Lights, Street Paved
Kitchen: Eating Area-Breakfast Bar, Eating Area-Table Space, Island, Pantry-Closet	Parking On Site:	Asmt Incl: None
Appliances: Oven-Double, Microwave, Dishwasher, High End Refrigerator, Refrigerator-Bar, Washer, Dryer, Disposal, Grill-Indoor	Parking Details:	HERS Index Score:
Dining: Separate	Driveway: Brick	Green Disc:
Attic: Full, Interior Stair	Foundation: Stone	Green Rating Source:
Basement Details: Finished	Exst Bas/Fnd:	Green Feats:
Bath Amin:	Disability Access: No	Sale Terms:
Fireplace Details: Wood Burning, Gas Logs	Disability Details:	Possession: Closing
Fireplace Location: Living Room, Basement, Other	Exposure: S (South)	Occ Date:
Electricity: 200+ Amp Service	Lot Size: .50-.99 Acre	
Equipment: Humidifier, TV-Cable, CO Detectors, Ceiling Fan, Sump Pump, Sprinkler-Lawn	Lot Desc: Landscaped Professionally	

Agent Remarks: Note significant price reduction on this beautiful home. Perfect restoration project or build new. The neighborhood values support either agenda. Storage shed large enough to accomodate a fifth car. Pre Plan Review available on request.

Internet Listing: A	Remarks on Internet?: Yes	Addr on Internet?: Yes
VOW AVM: No	VOW Comments/Reviews: No	Agent Notices:
Listing Type: Exclusive Right to Sell	Holds Earnest Money: Yes	Lock Box: None
Coop Comp: 2.5-250 (on Net SP)	Add. Sales Info.: None	Special Comp Info: None
Showing Inst: Call LA for appointment. No sentrillock. 630-235-6917	Cont. to Show?:	Expiration Date: 07/31/2013
Mgmt. Co:	Contact Name:	Phone:
Owner: OOR	Ph #:	Agent Owned/Interest: Yes
Broker: County Line Properties, Inc. (22124)	Ph #: (630) 789-3030	Team:
List Agent: Josie Gallagher, ABR (224285)	Ph #: (630) 235-6917	Email: josie.gallagher@clphomes.com
Co-lister:	Ph #:	More Agent Contact Info: 630-235-6917

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MLS #: 08110300


Prepared By: Josie Gallagher, ABR | County Line Properties, Inc. | 12/13/2017 12:32 PM


Listing & Property History Report

Address: 231 E Third St

Total Days on Market: 580

Listing Summary		Listing History			
MLS No:	<u>08110305</u> 	Change Description	Status	Price	Modified Date Updated By
	(Details)	STATUS: CLSD -> CANC	CANC	\$2,195,000/\$0	07/11/2013 <u>jennifer</u>
Cur. Status:	CANC	STATUS: CTG -> CLSD	CLSD	\$2,195,000/\$0	07/10/2013 <u>224285</u>
Type:	Land	STATUS: ACTV -> CTG	CTG	\$2,195,000/\$0	05/07/2013 <u>224285</u>
List Price:	\$2,195,000	STATUS: PCHG -> ACTV	ACTV	\$2,195,000/\$0	01/20/2013 <u>AutoReset</u>
Orig. LP:	\$2,199,000	RP: -> \$0	PCHG	\$2,195,000/\$0	01/14/2013 <u>224285</u>
Sold Price:		STATUS: ACTV -> PCHG	PCHG	\$2,195,000/\$0	01/14/2013 <u>224285</u>
Rental Price:	\$0	LIST_PRICE: \$2,199,000 -> \$2,195,000	PCHG	\$2,195,000/\$0	01/14/2013 <u>224285</u>
Orig. RP:		STATUS: NEW -> ACTV	ACTV	\$2,199,000	07/15/2012 <u>AutoReset</u>
Rented Price:		STATUS: DRF -> NEW	NEW	\$2,199,000	07/09/2012 <u>224285</u>
List Date:	07/09/2012				
List Agent:	224285				
List Office:	22124				
LMT:	368				

Listing Summary		Listing History			
MLS No:	<u>08110300</u> 	Change Description	Status	Price	Modified Date Updated By
	(Details)	STATUS: CTG -> CLSD	CLSD	\$2,195,000	07/10/2013 <u>224285</u>
Cur. Status:	CLSD	STATUS: ACTV -> CTG	CTG	\$2,195,000	05/07/2013 <u>224285</u>
Type:	Detached Single	STATUS: PCHG -> ACTV	ACTV	\$2,195,000	01/20/2013 <u>AutoReset</u>
List Price:	\$2,195,000	LIST_PRICE: \$2,199,000 -> \$2,195,000	PCHG	\$2,195,000	01/14/2013 <u>224285</u>
Orig. LP:	\$2,199,000	STATUS: ACTV -> PCHG	PCHG	\$2,195,000	01/14/2013 <u>224285</u>
Sold Price:	\$2,000,000	STATUS: NEW -> ACTV	ACTV	\$2,199,000	07/15/2012 <u>AutoReset</u>
List Date:	07/09/2012	STATUS: DRF -> NEW	NEW	\$2,199,000	07/09/2012 <u>224285</u>
List Agent:	224285				
List Office:	22124				
LMT:	298				

Listing Summary		Listing History			
MLS No:	<u>07958298</u> 	Change Description	Status	Price	Modified Date Updated By
	(Details)	STATUS: ACTV -> CANC	CANC	\$2,399,000/\$0	07/08/2012 <u>224285</u>
Cur. Status:	CANC	STATUS: PCHG -> ACTV	ACTV	\$2,399,000/\$0	03/22/2012 <u>AutoReset</u>
Type:	Land	STATUS: ACTV -> PCHG	PCHG	\$2,399,000/\$0	03/16/2012 <u>224285</u>
List Price:	\$2,399,000	LIST_PRICE: \$2,499,000 -> \$2,399,000	PCHG	\$2,399,000/\$0	03/16/2012 <u>224285</u>
Orig. LP:	\$2,499,000	RP: -> \$0	PCHG	\$2,399,000/\$0	03/16/2012 <u>224285</u>
Sold Price:		STATUS: NEW -> ACTV	ACTV	\$2,499,000	12/16/2011 <u>AutoReset</u>
Rental Price:	\$0	STATUS: DRF -> NEW	NEW	\$2,499,000	12/10/2011 <u>224285</u>
Orig. RP:					
Rented Price:					
List Date:	12/10/2011				
List Agent:	224285				
List Office:	22124				
LMT:	212				

MLS No: 07735586 
 (Details)
 Cur. Status: CANC
 Type: Detached Single
 List Price: \$2,399,000
 Orig. LP: \$3,750,000
 Sold Price:
 List Date: 02/20/2011
 List Agent: 224285
 List Office: 22124
 LMT: 505

Change Description	Status	Price	Modified Date	Updated By
STATUS: ACTV -> CANC	CANC	\$2,399,000	07/08/2012	<u>224285</u>
STATUS: PCHG -> ACTV	ACTV	\$2,399,000	03/22/2012	<u>AutoReset</u>
LIST_PRICE: \$2,499,000 -> \$2,399,000	PCHG	\$2,399,000	03/16/2012	<u>224285</u>
STATUS: ACTV -> PCHG	PCHG	\$2,399,000	03/16/2012	<u>224285</u>
STATUS: PCHG -> ACTV	ACTV	\$2,499,000	11/10/2011	<u>AutoReset</u>
LIST_PRICE: \$2,749,000 -> \$2,499,000	PCHG	\$2,499,000	11/04/2011	<u>224285</u>
STATUS: ACTV -> PCHG	PCHG	\$2,499,000	11/04/2011	<u>224285</u>
STATUS: PCHG -> ACTV	ACTV	\$2,749,000	10/20/2011	<u>AutoReset</u>
STATUS: ACTV -> PCHG	PCHG	\$2,749,000	10/14/2011	<u>224285</u>
LIST_PRICE: \$2,899,000 -> \$2,749,000	PCHG	\$2,749,000	10/14/2011	<u>224285</u>
STATUS: PCHG -> ACTV	ACTV	\$2,899,000	06/07/2011	<u>AutoReset</u>
STATUS: ACTV -> PCHG	PCHG	\$2,899,000	06/01/2011	<u>224285</u>
LIST_PRICE: \$2,999,000 -> \$2,899,000	PCHG	\$2,899,000	06/01/2011	<u>224285</u>
STATUS: PCHG -> ACTV	ACTV	\$2,999,000	04/17/2011	<u>AutoReset</u>
LIST_PRICE: \$3,499,000 -> \$2,999,000	PCHG	\$2,999,000	04/11/2011	<u>224285</u>
STATUS: ACTV -> PCHG	PCHG	\$2,999,000	04/11/2011	<u>224285</u>
STATUS: PCHG -> ACTV	ACTV	\$3,499,000	03/17/2011	<u>AutoReset</u>
LIST_PRICE: \$3,750,000 -> \$3,499,000	PCHG	\$3,499,000	03/11/2011	<u>224285</u>
STATUS: ACTV -> PCHG	PCHG	\$3,499,000	03/11/2011	<u>224285</u>
STATUS: NEW -> ACTV	ACTV	\$3,750,000	02/26/2011	<u>AutoReset</u>
STATUS: DRF -> NEW	NEW	\$3,750,000	02/20/2011	<u>224285</u>

*Listings that closed or went off-market prior to 01/01/2007 are not included in this report.



Detached Single
 Status: **CLSD**
 Area: **521**
 Address: **120 S Elm St, Hinsdale, IL 60521**
 Directions: **First Street, East of Garfield to Elm; South to 120**
 Sold by: **Jeffrey Jensen (220283) / Coldwell Banker Residential (22205)**
 Closed: **01/26/2016**
 Off Market: **01/12/2016**
 Year Built: **1957**
 Dimensions: **155X95X156X96**
 Ownership: **Fee Simple**
 Corp Limits: **Hinsdale**
 Coordinates:
 Rooms: **9**
 Bedrooms: **4**
 Basement: **Full**

MLS #: **09029093**
 List Date: **09/03/2015**
 List Dt Rec: **09/03/2015**
 List Price: **\$1,089,000**
 Orig List Price: **\$1,299,000**
 Sold Price: **\$1,080,000**
 Lst. Mkt. Time: **132**
 Contract: **01/12/2016**
 Financing: **Cash**
 Blt Before 78: **Yes**
 Subdivision:
 Township: **Downers Grove**
 Model:
 County: **DuPage**
 # Fireplaces: **1**
 Parking: **Garage**
 # Spaces: **Gar:2.5**
 Parking Incl: **Yes**
 In Price:

Remarks: **Location, Location, Location! This Elegant home is a 10 Plus Location. Stately 2 story Traditional home in coveted Southeast Hinsdale. Gracious and generously sized living and dining rooms, a welcoming wood burning fireplace in the living room, gleaming hardwood floors laid in herringbone pattern, French doors leading to manicured private fenced back yard that boasts a heated in-ground pool, brick terraces and raised flower beds. A private paneled study with walls lined with bookshelves and 4 spacious bedrooms. A full finished basement, wide open and will be ready for whatever you might want to do. This lovely home has had some updates. The home has been claimed to be historical; it can be remodeled, expanded thru the Historical Review Committee process of the Village of Hinsdale**

School Data	Assessments	Tax	Miscellaneous
Elementary: Oak (181)	Amount: \$0	Amount: \$23,276.94	Waterfront: No
Junior High: Hinsdale (181)	Frequency: Not Applicable	PIN: 0912208015	Appx SF: 2682
High School: Hinsdale Central (86)	Special Assessments: No	Mult PINs:	SF Source: Assessor
	Special Service Area: No	Tax Year: 2014	Bldg. Assess. SF:
	Master Association: No	Tax Exmps: Senior	Acreage:

Square Footage Comments:

Room Name	Size	Level	Flooring	Win Trmt	Room Name	Size	Level	Flooring	Win Trmt
Living Room	25X15	Main Level	Hardwood		Master Bedroom	25X12	2nd Level	Carpet	
Dining Room	14X13	Main Level	Hardwood		2nd Bedroom	13X13	2nd Level	Carpet	
Kitchen	11X10	Main Level	Ceramic Tile		3rd Bedroom	11X11	2nd Level	Carpet	
Family Room		Not Applicable			4th Bedroom	11X11	2nd Level	Hardwood	
Laundry Room									
Study	15X11	Main Level	Hardwood		Breakfast Room	8X8	Main Level	Ceramic Tile	

Interior Property Features: **Hardwood Floors**

Exterior Property Features: **Brick Paver Patio, Pool In-Ground, Storms/Screens**

Age: 51-60 Years	Additional Rooms: Breakfast Room, Study	Roof: Asphalt/Glass (Shingles)
Type: 2 Stories	Garage Ownership: Owned	Sewer: Sewer-Public, Sewer-Storm
Style: Traditional	Garage On Site: Yes	Water: Lake Michigan
Exterior: Frame	Garage Type: Attached	Const Opts:
Air Cond: Central Air	Garage Details: Garage Door Opener(s), Transmitter(s)	General Info: Commuter Train
Heating: Gas, Forced Air	Parking Ownership:	Amenities: Park/Playground, Pool, Tennis Courts, Curbs/Gutters, Street Lights, Street Paved
Kitchen: Eating Area-Table Space	Parking On Site:	Asmt Incl: None
Appliances:	Parking Details:	HERS Index Score:
Dining: Separate	Driveway:	Green Discl:
Attic: Full, Pull Down Stair, Unfinished	Foundation:	Green Rating Source:
Basement Details: Finished	Exst Bas/Fnd:	Green Feats:
Bath Amn:	Disability Access: No	Sale Terms: Conventional
Fireplace Details: Wood Burning	Disability Details:	Possession: Closing
Fireplace Location: Living Room	Exposure: S (South), E (East), W (West)	Occ Date:
Electricity: 200+ Amp Service	Lot Size: .25-.49 Acre	
Equipment: Humidifier, TV-Cable, Security System	Lot Desc: Fenced Yard, Landscaped Professionally	

Agent Remarks: **Vacant - EASY TO SHOW! Pre-plan Review and Survey in additional information. Claimed to be Historical home will be conveyed "as-is". One of the best and most desired locations in SE Hinsdale. A very short stroll to train, schools, parks and center of Village. The basement adds approximately another 1,341 square feet of living space. Very private back yard with an abundance of majestic trees and mature plantings.**

Internet Listing: Yes	Remarks on Internet?: Yes	Addr on Internet?: Yes
VOW AVM: Yes	VOW Comments/Reviews: Yes	Agent Notices:
Listing Type: Exclusive Right to Sell	Holds Earnest Money: Yes	Lock Box:
Coop Comp: 2.5%- \$200 (on Net SP)	Add. Sales Info.: None	Special Comp Info: None
Showing Inst: Call LA #630-484-4876	Cont. to Show?:	Expiration Date:
Mgmt. Co:	Contact Name:	Phone:
Owner: OOR	Ph #:	Agent Owned/Interest: No
Broker: Coldwell Banker Residential (22205)	Ph #: (630) 789-8280	Team:
List Agent: Jeffrey Jensen (220283)	Ph #: (630) 484-4876	Email: jeff@jeffjensen.com
Co-lister: Brent Jensen (247013)	Ph #: (630) 408-4871	More Agent Contact Info: 630/484-4876

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 NOTICE: Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.

MLS #: 09029093

Prepared By: Penny Bohnen, CRS | County Line Properties, Inc. | 12/13/2017 12:44 PM

Listing & Property History Report

Address: 120 S Elm St

Total Days on Market: 132

Listing Summary

MLS No: 09029093
 Cur. Status: CLSD
 Type: Detached Single
 List Price: \$1,089,000
 Orig. LP: \$1,299,000
 Sold Price: \$1,080,000
 List Date: 09/03/2015
 List Agent: 220283
 List Office: 22205
 LMT: 132

Listing History

Change Description	Status	Price	Modified Date	Updated By
STATUS: PEND -> CLSD	CLSD	\$1,089,000	01/26/2016	Call Broker
STATUS: PCHG -> PEND	PEND	\$1,089,000	01/12/2016	Call Broker
STATUS: ACTV -> PCHG	PCHG	\$1,089,000	01/07/2016	Call Broker
LIST_PRICE: \$1,195,000 -> \$1,089,000	PCHG	\$1,089,000	01/07/2016	Call Broker
STATUS: RACT -> ACTV	ACTV	\$1,195,000	12/13/2015	Call Broker
LIST_PRICE: \$1,299,000 -> \$1,195,000	RACT	\$1,195,000	12/07/2015	Call Broker
STATUS: CTG -> RACT	RACT	\$1,195,000	12/07/2015	Call Broker
STATUS: ACTV -> CTG	CTG	\$1,299,000	10/08/2015	Call Broker
STATUS: NEW -> ACTV	ACTV	\$1,299,000	09/09/2015	Call Broker
STATUS: DRF -> NEW	NEW	\$1,299,000	09/03/2015	Call Broker

*Listings that closed or went off-market prior to 01/01/2007 are not included in this report.



Detached Single
 Status: **CLSD**
 Area: **521**
 Address: **134 S Park Ave, Hinsdale, IL 60521**
 Directions: **Garfield to Third, east on Third to Park, north on Park to house**
 Sold by: **Shannon Courtemanche (239770) / Berkshire Hathaway HomeServices KoenigRubloff (24587)**
 Closed: **06/30/2016**
 Off Market: **04/30/2016**
 Year Built: **1902**
 Dimensions: **297.5X179X197.8X44X100X135**
 Ownership: **Fee Simple**
 Corp Limits: **Hinsdale**
 Coordinates:
 Rooms: **12**
 Bedrooms: **5**
 Basement: **Full**

MLS #: **08728480**
 List Date: **09/15/2014**
 List Dt Rec: **09/15/2014**
 List Price: **\$2,700,000**
 Orig List Price: **\$2,800,000**
 Sold Price: **\$2,500,000**
 Lst. Mkt. Time: **594**
 Concessions:
 Contingency:
 Curr. Leased: **No**
 Model:
 County: **DuPage**
 # Fireplaces: **4**
 Parking: **Garage**
 # Spaces: **Gar:3**
 Parking Incl. **Yes**
 In Price:

Remarks: "Decorators Show House". Over one acre of lush landscaped grounds including a pool, cabana, outdoor kitchen, children's playhouse and greenhouse located within two blocks from the heart of Hinsdale and Metra. House has been used to film a television commercial and major motion picture. Original stained glass windows and doors, exquisite millwork and moldings.

School Data	Assessments	Tax	Miscellaneous
Elementary: Oak (181) Junior High: Hinsdale (181) High School: Hinsdale Central (86)	Amount: \$0 Frequency: Not Applicable Special Assessments: No Special Service Area: No Master Association: No	Amount: \$42,756 PIN: 0912207017 Mult PINs: Tax Year: 2014 Tax Exmps: Homeowner	Waterfront: No Appx SF: 4631 SF Source: Assessor Bldg. Assess. SF: Acreage: 1.13

Square Footage Comments:

Room Name	Size	Level	Flooring	Win Trmt	Room Name	Size	Level	Flooring	Win Trmt
Living Room	17X39	Main Level	Hardwood	Curtains/Drapes	Master Bedroom	15X22	2nd Level	Hardwood	Curtains/Drapes
Dining Room	15X22	Main Level	Hardwood	Curtains/Drapes	2nd Bedroom	15X18	2nd Level	Hardwood	Curtains/Drapes
Kitchen	16X22	Main Level	Hardwood	Shades	3rd Bedroom	18X18	2nd Level	Hardwood	Curtains/Drapes
Family Room	21X25	3rd Level	Carpet	Curtains/Drapes	4th Bedroom	13X14	2nd Level	Hardwood	Curtains/Drapes
Laundry Room	15X20	Basement	Other	None	Office	13X19	3rd Level	Carpet	Curtains/Drapes
5th Bedroom	13X15	2nd Level	Hardwood	Curtains/Drapes	Workroom	10X15	Basement	Other	None
Play Room	15X20	Basement	Other	None	Utility Room-Lower Level	10X15	Basement	Other	None
Foyer	11X12	Main Level	Hardwood	None	Pantry	7X9	Main Level	Hardwood	Curtains/Drapes
Sun/Florida Room	15X22	Main Level	Other	None					

Interior Property Features: **Bar-Dry, Hardwood Floors**

Exterior Property Features: **Patlo, Greenhouse, Dog Run &/or Invisible Fence, Brick Paver Patio, Pool In-Ground, Grill-Outdoors**

Age: 100+ Years Type: 3 Stories Style: Exterior: Frame Air Cond: Central Air, Zoned, 2 Separate Systems Heating: Gas, Forced Air Kitchen: Eating Area-Table Space, Island, Pantry-Butler Appliances: Oven-Double, Oven/Range, Microwave, Dishwasher, High End Refrigerator, Disposal, Compactor-Trash, Wine Cooler/Refrigerator Dining: Separate Attic: Dormer, Finished Basement Details: Partially Finished Bath Amn: Fireplace Details: Wood Burning, Gas Logs Fireplace Location: Family Room, Living Room, Master Bedroom, Other Electricity: Circuit Breakers, 200+ Amp Service Equipment: Central Vacuum	Additional Rooms: 5th Bedroom, Foyer, Office, Pantry, Play Room, Sun/Florida Room, Utility Room-Lower Level, Workroom Garage Ownership: Owned Garage On Site: Yes Garage Type: Detached Garage Details: Garage Door Opener(s), Transmitter(s) Parking Ownership: Parking On Site: Parking Details: Driveway: Brick, Circular Foundation: Stone Exst Bas/Fnd: Disability Access: No Disability Details: Exposure: Lot Size: 1.0-1.99 Acres Lot Desc: Landscaped Professionally	Roof: Asphalt/Glass (Shingles) Sewer: Sewer-Public Water: Lake Michigan, Well-Private Const Opts: General Info: School Bus Service, Commuter Bus, Commuter Train, Interstate Access Amenities: Curbs/Gutters, Sidewalks, Street Paved Asmt Incl: None HERS Index Score: Green Disc: Green Rating Source: Green Feats: Sale Terms: Possession: Closing Occ Date:
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Agent Remarks: **Basement and 2nd floor laundry, 2 stairways, central vac, private well for 11 zone sprinkler system and pool,-no watering restrictions, 2 ovens and sinks in kitchen. **Buyers must have their agent present for all showings****

Internet Listing: Yes VOW AVM: No Listing Type: Exclusive Right to Sell Coop Comp: 2.5% - \$250 (on Net SP) Showing Inst: Call Listing Agent for all appointments Kitty 630-240-9521 Mgmt. Co: Owner: O'Neill Broker: Village Sotheby's International Realty (22924) List Agent: Catherine Burns (222296) Co-lister:	Remarks on Internet?: No VOW Comments/Reviews: No Holds Earnest Money: Yes Addl. Sales Info.: None Cont. to Show?: Contact Name: Ph #: Ph #: (630) 323-4800 Ph #: (630) 366-2419 Ph #:	Addr on Internet?: Yes Agent Notices: Lock Box: Sentrilock Special Comp Info: None Expiration Date: Phone: Agent Owned/Interest: No Team: Email: kittyburns57@att.net; kitty.burns@sir.com More Agent Contact Info:
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MLS #: 08728480

Prepared By: Josie Gallagher, ABR | County Line Properties, Inc. | 12/13/2017 12:46 PM

Listing & Property History Report

Address: 134 S Park Ave

Total Days on Market: 747

Listing Summary		Listing History			
MLS No:	<u>08728480</u>	Change Description	Status	Price	Modified Date: Updated By
Cur. Status:	CLSD	STATUS: CTG -> CLSD	CLSD	\$2,700,000	07/01/2016 Call Broker
Type:	Detached Single	STATUS: ACTV -> CTG	CTG	\$2,700,000	05/03/2016 Call Broker
List Price:	\$2,700,000	STATUS: PCHG -> ACTV	ACTV	\$2,700,000	10/21/2015 Call Broker
Orig. LP:	\$2,800,000	STATUS: ACTV -> PCHG	PCHG	\$2,700,000	10/15/2015 Call Broker
Sold Price:	\$2,500,000	LIST_PRICE: \$2,800,000 -> \$2,700,000	PCHG	\$2,700,000	10/15/2015 Call Broker
List Date:	09/15/2014	STATUS: NEW -> ACTV	ACTV	\$2,800,000	09/21/2014 Call Broker
List Agent:	222296	STATUS: DRF -> NEW	NEW	\$2,800,000	09/15/2014 Call Broker
List Office:	22924				
LMT:	594				

Listing Summary		Listing History			
MLS No:	<u>08587172</u>	Change Description	Status	Price	Modified Date: Updated By
Cur. Status:	CANC	STATUS: ACTV -> CANC	CANC	\$2,849,000	09/15/2014 Call Broker
Type:	Detached Single	STATUS: PCHG -> ACTV	ACTV	\$2,849,000	07/13/2014 Call Broker
List Price:	\$2,849,000	LIST_PRICE: \$2,950,000 -> \$2,849,000	PCHG	\$2,849,000	07/07/2014 Call Broker
Orig. LP:	\$2,950,000	STATUS: ACTV -> PCHG	PCHG	\$2,849,000	07/07/2014 Call Broker
Sold Price:		STATUS: NEW -> ACTV	ACTV	\$2,950,000	04/22/2014 Call Broker
List Date:	04/16/2014	STATUS: DRF -> NEW	NEW	\$2,950,000	04/16/2014 Call Broker
List Agent:	238105				
List Office:	24966				
LMT:	153				

*Status and price changes are only displayed for updates that occurred after 12/09/2003.



Detached Single
 Status: **CLSD**
 Area: **521**
 Address: **417 E Third St, Hinsdale, IL 60521**
 Directions: **Between County Line Rd. and Elm St.**
 Sold by: **Dawn McKenna (217440) / Coldwell Banker Residential (22205)**
 Closed: **10/30/2014**
 Off Market: **10/21/2014**
 Year Built: **1895**
 Dimensions: **98.52 X 262**
 Ownership: **Fee Simple**
 Corp Limits: **Hinsdale**
 Coordinates:
 Rooms: **14**
 Bedrooms: **5**
 Basement: **Full, English**

MLS #: **08735304**
 List Date: **09/23/2014**
 List Dt Rec: **09/23/2014**
 Contract: **10/21/2014**
 Financing: **Conventional**
 Bit Before 78: **Yes**
 Subdivision:
 Township: **Downers Grove**
 Bathrooms: **5 / 2**
 (full/half):
 Master Bath: **Full**
 Bsmnt. Bath: **Yes**

List Price: **\$2,290,000**
 Orig List Price: **\$2,295,000**
 Sold Price: **\$2,000,000**
 Lst. Mkt. Time: **29**
 Concessions:
 Contingency:
 Curr. Leased: **No**
 Model:
 County: **DuPage**
 # Fireplaces: **4**
 Parking: **Exterior Space(s)**
 # Spaces: **Ext:4**
 Parking Incl.
 In Price:

Remarks: **Southeast Hinsdale-Spectacular! Southern flair, richly renovated and ready for YOU~Experience the love & attention current owners lavished on this very special offering. Awaiting your personal touches: 10 1/2 ft ceilings on first level, amazing hardwoods, crown molding, addition follows time-period essential details. Finished lower level and 3rd level, amazing space.**

School Data	Assessments	Tax	Miscellaneous
Elementary: Oak (181)	Amount: \$0	Amount: \$36,283	Waterfront: No
Junior High: Hinsdale (181)	Frequency: Not Applicable	PIN: 0912210011	Appx SF: 0
High School: Hinsdale Central (86)	Special Assessments: No	Multi PINs:	SF Source: Not Reported
	Special Service Area: No	Tax Year: 2013	Bldg. Assess. SF:
	Master Association: No	Tax Exmps:	Acreage:

Square Footage Comments:

Room Name	Size	Level	Flooring	Win Trmt	Room Name	Size	Level	Flooring	Win Trmt
Living Room	17X32	Main Level	Hardwood	None	Master Bedroom	16X17	2nd Level	Hardwood	Blinds
Dining Room	12X24	Main Level	Hardwood	None	2nd Bedroom	19X15	2nd Level	Hardwood	Blinds
Kitchen	16X19	Main Level	Hardwood	Blinds	3rd Bedroom	10X16	2nd Level	Hardwood	Blinds
Family Room	22X21	Main Level	Hardwood	None	4th Bedroom	10X13	2nd Level	Hardwood	Blinds
Laundry Room	17X9	Lower	Other	None	Foyer	20X15	Main Level	Hardwood	None
5th Bedroom	40X30	3rd Level	Carpet	Blinds	Sitting Room	16X12	2nd Level	Hardwood	Blinds
Library	15X15	Main Level	Hardwood	Plantation Shutters	Recreation Room	24X28	Lower	Carpet	None
Sun/Florida Room	17X10	2nd Level	Hardwood	None	Gallery	17X9	Main Level	Stone	None
Heated									
Exercise Room	18X23	Lower	Other	None					
Other	14X28	Lower	Other	None					

Interior Property Features: **Vaulted/Cathedral Ceilings, Skylight(s), Sauna/Steam Room, Bar-Wet, Hardwood Floors**

Exterior Property Features: **Patio, Porch, Brick Paver Patio**

Age: 100+ Years, Recent Rehab	Additional Rooms: 5th Bedroom, Exercise Room, Foyer, Gallery, Library, Recreation Room, Sitting Room, Sun/Florida Room Heated, Other	Roof: Asphalt/Glass (Shingles)
Type: 3 Stories	Garage Ownership:	Sewer: Sewer-Public
Style: Colonial	Garage On Site:	Water: Lake Michigan
Exterior: Frame	Garage Type:	Const Opts:
Air Cond: Central Air, 2 Separate Systems	Garage Details:	General Info: School Bus Service, Commuter Train
Heating: Gas, Hot Water/Steam	Parking Ownership: Owned	Amenities: Sidewalks
Kitchen: Eating Area-Breakfast Bar, Island	Parking On Site: Yes	Asmt Incl: None
Appliances: Oven/Range, Microwave, Dishwasher, Refrigerator, Washer, Dryer, Disposal	Parking Details: Driveway	HERS Index Score:
Dining: Separate	Driveway: Concrete	Green Disc:
Attic: Finished, Full, Interior Stair	Foundation: Block, Stone	Green Rating Source:
Basement Details: Finished, Partially Finished, Exterior Access	Exst Bas/Fnd:	Green Feats:
Bath Amn:	Disability Access: No	Sale Terms:
Fireplace Details: Wood Burning	Disability Details:	Possession: Closing
Fireplace Location: Living Room, Master Bedroom, Basement, Other	Exposure: N (North), S (South)	Occ Date:
Electricity: 200+ Amp Service	Lot Size: .50-.99 Acre	
Equipment:	Lot Desc: Landscaped Professionally	

Agent Remarks: **Buyer's Agent must accompany. Please note new pictures~show your clients!**

Internet Listing: A	Remarks on Internet?: No	Addr on Internet?: Yes
VOW AVM: No	VOW Comments/Reviews: No	Agent Notices:
Listing Type: Exclusive Right to Sell	Holds Earnest Money: Yes	Lock Box: None
Coop Comp: 2.5%-\$250 (on Net SP)	Addl. Sales Info: None	Special Comp Info: None
Showing Inst: Text or call Penny at 630-272-8916 for appt. LA must accompany	Cont. to Show?:	Expiration Date:
Mgmt. Co:	Contact Name:	Phone:
Owner: oor	Ph #:	Agent Owned/Interest: No
Broker: County Line Properties, Inc. (22124)	Ph #: (630) 789-3030	Team:
List Agent: John Bohnen (223687)	Ph #: (630) 789-3030	Email: John.Bohnen@CLPhomes.com
Co-lister:	Ph #:	More Agent Contact Info:

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NOTICE: Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.

MLS #: 08735304

Prepared By: Josie Gallagher, ABR | County Line Properties, Inc. | 12/13/2017 12:36 PM

Listing & Property History Report

Address: 417 E 3rd St

Total Days on Market: 226

Listing Summary		Listing History			
MLS No:	<u>09750991</u>	Change Description	Status	Price	Modified Date Updated By
Cur. Status:	ACTV	STATUS: NEW -> ACTV	ACTV	\$3,095,000	09/20/2017 Call Broker
Type:	Detached Single	STATUS: DRF -> NEW	NEW	\$3,095,000	09/14/2017 Call Broker
List Price:	\$3,095,000				
Orig. LP:	\$3,095,000				
Sold Price:					
List Date:	09/14/2017				
List Agent:	217440				
List Office:	22205				
LMT:	91				

Listing Summary		Listing History			
MLS No:	<u>09517801</u>	Change Description	Status	Price	Modified Date Updated By
Cur. Status:	CANC	STATUS: ACTV -> CANC	CANC	\$3,399,000	07/13/2017 Call Broker
Type:	Detached Single	STATUS: NEW -> ACTV	ACTV	\$3,399,000	03/07/2017 Call Broker
List Price:	\$3,399,000	STATUS: DRF -> NEW	NEW	\$3,399,000	03/01/2017 Call Broker
Orig. LP:	\$3,399,000				
Sold Price:					
List Date:	03/01/2017				
List Agent:	217440				
List Office:	22205				
LMT:	135				

Listing Summary		Listing History			
MLS No:	<u>08735304</u>	Change Description	Status	Price	Modified Date Updated By
Cur. Status:	CLSD	STATUS: CTG -> CLSD	CLSD	\$2,290,000	10/31/2014 Call Broker
Type:	Detached Single	STATUS: ACTV -> CTG	CTG	\$2,290,000	10/21/2014 Call Broker
List Price:	\$2,290,000	STATUS: PCHG -> ACTV	ACTV	\$2,290,000	10/09/2014 Call Broker
Orig. LP:	\$2,295,000	LIST_PRICE: \$2,295,000 -> \$2,290,000	PCHG	\$2,290,000	10/03/2014 Call Broker
Sold Price:	\$2,000,000	STATUS: ACTV -> PCHG	PCHG	\$2,290,000	10/03/2014 Call Broker
List Date:	09/23/2014	STATUS: NEW -> ACTV	ACTV	\$2,295,000	09/29/2014 Call Broker
List Agent:	223687	STATUS: DRF -> NEW	NEW	\$2,295,000	09/23/2014 Call Broker
List Office:	22124				
LMT:	29				

Listing Summary		Listing History			
MLS No:	<u>08508193</u>	Change Description	Status	Price	Modified Date Updated By
Cur. Status:	CANC	STATUS: ACTV -> CANC	CANC	\$2,295,000	09/23/2014 Call Broker
Type:	Detached Single	STATUS: RACT -> ACTV	ACTV	\$2,295,000	09/08/2014 Call Broker
List Price:	\$2,295,000	LIST_PRICE: \$2,375,000 -> \$2,295,000	RACT	\$2,295,000	09/02/2014 Call Broker
Orig. LP:	\$2,987,500	STATUS: PEND -> RACT	RACT	\$2,295,000	09/02/2014 Call Broker
Sold Price:		STATUS: RACT -> PEND	PEND	\$2,375,000	07/11/2014 Call Broker
List Date:	12/27/2013	STATUS: CTG -> RACT	RACT	\$2,375,000	07/07/2014 Call Broker
List Agent:	223687	STATUS: PCHG -> CTG	CTG	\$2,375,000	06/16/2014 Call Broker
List Office:	22124	STATUS: ACTV -> PCHG	PCHG	\$2,375,000	06/12/2014 Call Broker
LMT:	271	LIST_PRICE: \$2,675,000 -> \$2,375,000	PCHG	\$2,375,000	06/12/2014 Call Broker

STATUS: PCHG -> ACTV	ACTV	\$2,675,000	03/25/2014	Call Broker
STATUS: ACTV -> PCHG	PCHG	\$2,675,000	03/19/2014	Call Broker
LIST_PRICE: \$2,987,500 -> \$2,675,000	PCHG	\$2,675,000	03/19/2014	Call Broker
STATUS: NEW -> ACTV	ACTV	\$2,987,500	01/02/2014	Call Broker
STATUS: DRF -> NEW	NEW	\$2,987,500	12/27/2013	Call Broker

Listing Summary

MLS No: 08400475
Cur. Status: CANC
Type: Detached Single
List Price: \$2,987,500
Orig. LP: \$3,950,000
Sold Price:
List Date: 07/22/2013
List Agent: 223687
List Office: 22124
LMT: 159

Listing History

Change Description	Status	Price	Modified Date	Updated By
STATUS: ACTV -> CANC	CANC	\$2,987,500	12/27/2013	Call Broker
STATUS: PCHG -> ACTV	ACTV	\$2,987,500	12/01/2013	Call Broker
LIST_PRICE: \$2,990,000 -> \$2,987,500	PCHG	\$2,987,500	11/25/2013	Call Broker
STATUS: ACTV -> PCHG	PCHG	\$2,987,500	11/25/2013	Call Broker
STATUS: PCHG -> ACTV	ACTV	\$2,990,000	11/18/2013	Call Broker
LIST_PRICE: \$2,995,000 -> \$2,990,000	PCHG	\$2,990,000	11/12/2013	Call Broker
STATUS: ACTV -> PCHG	PCHG	\$2,990,000	11/12/2013	Call Broker
STATUS: PCHG -> ACTV	ACTV	\$2,995,000	11/03/2013	Call Broker
LIST_PRICE: \$3,299,000 -> \$2,995,000	PCHG	\$2,995,000	10/28/2013	Call Broker
STATUS: ACTV -> PCHG	PCHG	\$2,995,000	10/28/2013	Call Broker
STATUS: PCHG -> ACTV	ACTV	\$3,299,000	08/13/2013	Call Broker
LIST_PRICE: \$3,950,000 -> \$3,299,000	PCHG	\$3,299,000	08/07/2013	Call Broker
STATUS: ACTV -> PCHG	PCHG	\$3,299,000	08/07/2013	Call Broker
STATUS: NEW -> ACTV	ACTV	\$3,950,000	07/28/2013	Call Broker
STATUS: DRF -> NEW	NEW	\$3,950,000	07/22/2013	Call Broker

Listing Summary

MLS No: 08158102
Cur. Status: CANC
Type: Detached Single
List Price: \$3,950,000
Orig. LP: \$4,250,000
Sold Price:
List Date: 09/12/2012
List Agent: 223687
List Office: 22124
LMT: 314

Listing History

Change Description	Status	Price	Modified Date	Updated By
STATUS: ACTV -> CANC	CANC	\$3,950,000	07/22/2013	Call Broker
STATUS: PCHG -> ACTV	ACTV	\$3,950,000	04/29/2013	Call Broker
STATUS: ACTV -> PCHG	PCHG	\$3,950,000	04/23/2013	Call Broker
LIST_PRICE: \$4,250,000 -> \$3,950,000	PCHG	\$3,950,000	04/23/2013	Call Broker
STATUS: NEW -> ACTV	ACTV	\$4,250,000	09/18/2012	Call Broker
STATUS: DRF -> NEW	NEW	\$4,250,000	09/12/2012	Call Broker

*Listings that closed or went off-market prior to 01/01/2007 are not included in this report.



Detached Single
 Status: **CLSD**
 Area: **521**
 Address: **343 E First Street, Hinsdale, IL 60521**
 Directions: **GARFIELD (S. OF R.R. TRACKS) TO FIRST, EAST**
 Sold by: **Dee Penna (225212) / Village Sotheby's International Realty (22924)**
 Closed: **12/22/2006**
 Off Market: **10/10/2006**
 Year Built: **1937**
 Dimensions: **120 X 160**
 Ownership: **Fee Simple**
 Corp Limits: **Hinsdale**
 Coordinates: **S:5 W:15**
 Rooms: **11**
 Bedrooms: **5**
 Basement: **Partial**

MLS #: **06150329**
 List Date: **05/23/2006**
 List Dt Rec: **05/23/2006**
 Contract: **10/10/2006**
 Financing: **Conventional**
 Bit Before 78: **Yes**
 Subdivision: **Southeast**
 Township: **Downers Grove**
 Bathrooms: **4 / 1**
 (full/half):
 Master Bath: **Full**
 Bsmnt. Bath: **Yes**

List Price: **\$1,699,000**
 Orig List Price: **\$1,699,000**
 Sold Price: **\$1,500,000**
 Lst. Mkt. Time: **141**
 Concessions:
 Contingency:
 Curr. Leased:
 Model:
 County: **DuPage**
 # Fireplaces: **3**
 Parking: **Garage**
 # Spaces: **Gar:2**
 Parking Incl.
 In Price:

Remarks: **FRANK LLOYD WRIGHT INSPIRED & JIM THARP DESIGNED PRAIRIE STYLE HOME IN A WONDERFUL SOUTHEAST HINSDALE LOCATION CONVENIENT TO ALL VILLAGE AMENITIES. EXCEPTIONAL 120' X 160' LOT, 5 BEDROOMS, 4.1 BATHS. WHITE CABINET KITCHEN W/NEW GRANITE COUNTERTOPS, HARDWOOD FLOORS. ROOM TO ROOM WITH SO VERY MUCH MORE. TRULY A "MUST SEE" HOME FOR ALL PRAIRIE STYLE LOVERS!**

School Data Elementary: Oak (181) Junior High: Hinsdale (181) High School: Hinsdale Central (86)	Assessments Amount: \$0 Frequency: Not Applicable Special Assessments: No Special Service Area: Master Association:	Tax Amount: \$26,197.36 PIN: 0912205017 Mult PINs: No Tax Year: 2004 Tax Exmps: Homeowner	Miscellaneous Waterfront: No Appx SF: 0 SF Source: Not Reported Bldg. Assess. SF: Acreage:
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Square Footage Comments:

Room Name	Size	Level	Flooring	Win Trmt	Room Name	Size	Level	Flooring	Win Trmt
Living Room	29X17	Main Level	Parquet	Y	Master Bedroom	22X18	2nd Level	Hardwood	Y
Dining Room	23X18	Main Level	Parquet	Y	2nd Bedroom	18X12	2nd Level	Hardwood	Y
Kitchen	20X12	Main Level	Parquet	Y	3rd Bedroom	18X13	2nd Level	Hardwood	Y
Family Room	27X24	Main Level	Hardwood	Y	4th Bedroom	20X13	2nd Level	Hardwood	Y
Laundry Room									
Breakfast Room	12X11	Main Level	Parquet		5th Bedroom	18X18	Main Level	Hardwood	Y
Office	23X13	Main Level	Hardwood	Y	Foyer	13X08	Main Level	Hardwood	
Screened Porch	17X14	Main Level	Other						

Interior Property Features: **1st Floor Bedroom**

Exterior Property Features: **Deck, Porch Screened**

Age: 51-100 Years, Recent Rehab Type: 2 Stories Style: Prairie Exterior: EIFS (e.g. Dryvit) Air Cond: Central Air, Zoned Heating: Gas, Forced Air, Zoned Kitchen: Eating Area-Table Space, Island, Pantry-Walk-in Appliances: Oven-Double, Dishwasher, Refrigerator, Washer, Dryer Dining: Separate Attic: Basement Details: Partially Finished Bath Amn: Whirlpool, Separate Shower, Double Sink Fireplace Details: Wood Burning Fireplace Location: Family Room, Living Room, Basement Electricity: Circuit Breakers, 200+ Amp Service Equipment: Humidifier, Security System, Intercom	Additional Rooms: 5th Bedroom, Breakfast Room, Den, FAM, Foyer, Gallery, Office, Recreation Room, Screened Porch Garage Ownership: Garage On Site: Garage Type: Detached Garage Details: Parking Ownership: Parking On Site: Parking Details: Off Street Driveway: Brick Foundation: Concrete Ext Bas/Fnd: Disability Access: No Disability Details: Exposure: Lot Size: .25-.49 Acre Lot Desc: Corner, Wooded	Roof: Asphalt/Glass (Shingles) Sewer: Sewer-Public, Sewer-Storm Water: Lake Michigan Const Opts: General Info: Commuter Train Amenities: Curbs/Gutters, Sidewalks, Street Lights, Street Paved Asmt Incl: None HERS Index Score: Green Disc: Green Rating Source: Green Feats: Sale Terms: Conventional Possession: Closing Occ Date:
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Agent Remarks:

Internet Listing: A VOW AVM: Listing Type: Exclusive Right to Sell Coop Comp: 2.25%- \$100 Showing Inst: KEYBOX - CALL FIRST - THEN SHOW Mgmt. Co: Owner: OWNER OF RECORD Broker: Roudebush, Inc., REALTOR (22042) List Agent: Richard Roudebush (220567) Co-lister:	Remarks on Internet?: Yes VOW Comments/Reviews: Holds Earnest Money: Yes Addl. Sales Info.: Contact Name: Ph #: 630-202-3158 Ph #: (630) 323-1234 Ph #: (630) 308-1236 Ph #:	Addr on Internet?: No Lock Box: Special Comp Info: None Expiration Date: Phone: Agent Owned/Interest: No Team: Email: dickroudebush@conlonrealestate.com More Agent Contact Info: 630-308-1236
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 NOTICE: Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.

MLS #: 06150329

Prepared By: Penny Bohnen, CRS | County Line Properties, Inc. | 12/13/2017 12:35 PM

Listing & Property History Report

Address: 343 E First Street

Total Days on Market: 192

Listing Summary		Listing History			
MLS No:	<u>06150329</u>	Change Description	Status	Price	Modified Date Updated By
Cur. Status:	CLSD	STATUS: PEND -> CLSD	CLSD	\$1,699,000	12/22/2006 Call Broker
Type:	Detached Single	STATUS: CTG -> PEND	PEND	\$1,699,000	12/20/2006 Call Broker
List Price:	\$1,699,000	STATUS: ACTV -> CTG	CTG	\$1,699,000	10/11/2006 Call Broker
Orig. LP:	\$1,699,000	STATUS: NEW -> ACTV	ACTV	\$1,699,000	05/29/2006 Call Broker
Sold Price:	\$1,500,000	STATUS: DRF -> NEW	NEW	\$1,699,000	05/23/2006 Call Broker
List Date:	05/23/2006				
List Agent:	220567				
List Office:	22042				
LMT:	141				

Listing Summary		Listing History			
MLS No:	<u>06091570</u>	Change Description	Status	Price	Modified Date Updated By
Cur. Status:	CANC	STATUS: ACTV -> CANC	CANC	\$1,899,000	05/23/2006 Call Broker
Type:	Detached Single	STATUS: NEW -> ACTV	ACTV	\$1,899,000	04/09/2006 Call Broker
List Price:	\$1,899,000	STATUS: DRF -> NEW	NEW	\$1,899,000	04/03/2006 Call Broker
Orig. LP:	\$1,899,000				
Sold Price:					
List Date:	04/03/2006				
List Agent:	220567				
List Office:	22042				
LMT:	51				

*Status and price changes are only displayed for updates that occurred after 12/09/2003.



Detached Single
 Status: **CLSD**
 Area: **521**
 Address: **138 E Fourth St, Hinsdale, IL 60521**
 Directions: **Garfield to 4th street, East on 4th**
 Sold by: **Courtney Stach (218488) / County Line Properties, Inc. (22124)**
 Closed: **06/29/2012**
 Off Market: **02/28/2012**
 Year Built: **1905**
 Dimensions: **87 X 208**
 Ownership: **Fee Simple**
 Corp Limits: **Hinsdale**
 Coordinates:
 Rooms: **12**
 Bedrooms: **7**
 Basement: **Full**

MLS #: **07953233**
 List Date: **12/01/2011**
 List Dt Rec: **12/01/2011**
 Contract: **02/28/2012**
 Financing: **Conventional**
 Blt Before 78: **Yes**
 Subdivision:
 Township: **Downers Grove**
 Bathrooms: **4 / 2**
 (full/half):
 Master Bath: **Full**
 Bsmnt. Bath: **No**

List Price: **\$1,685,000**
 Orig List Price: **\$1,685,000**
 Sold Price: **\$1,350,000**
 Lst. Mkt. Time: **90**
 Concessions:
 Contingency:
 Curr. Leased:
 Model:
 County: **DuPage**
 # Fireplaces: **3**
 Parking: **Garage**
 # Spaces: **Gar:2**
 Parking Incl.
 In Price:

Remarks: **Classic vintage Hinsdale, located in a prime SE location. Only the third owner in over 100+ years has spent the last 27 years preserving and updating this very special home accentuating the architectural charm while bringing it mechanically into the 21st. century. Truly the best of both worlds - updated vintage - awaits your approval.**

School Data	Assessments	Tax	Miscellaneous
Elementary: Oak (181) Junior High: Hinsdale (181) High School: Hinsdale Central (86)	Amount: \$0 Frequency: Not Applicable Special Assessments: No Special Service Area: No Master Association: No	Amount: \$22,414.48 PIN: 0912215007 Mult PINs: Tax Year: 2010 Tax Exmps:	Waterfront: No Appx SF: 4500 SF Source: Estimated Bldg. Assess. SF: Acreage:

Square Footage Comments:

Room Name	Size	Level	Flooring	Win Trmt	Room Name	Size	Level	Flooring	Win Trmt
Living Room	33X19	Main Level	Hardwood		Master Bedroom	25X16	2nd Level	Hardwood	
Dining Room	17X15	Main Level	Hardwood		2nd Bedroom	14X14	2nd Level	Hardwood	
Kitchen	17X12	Main Level	Hardwood		3rd Bedroom	14X12	2nd Level	Hardwood	
Family Room	24X16	Main Level	Hardwood		4th Bedroom	14X14	2nd Level	Hardwood	
Laundry Room	8X6	2nd Level	Ceramic Tile		6th Bedroom	18X11	3rd Level	Carpet	
5th Bedroom	14X13	2nd Level	Hardwood		Breakfast Room	14X12	Main Level	Hardwood	
7th Bedroom	14X13	3rd Level	Carpet						

Interior Property Features: **Bar-Wet, Hardwood Floors, 2nd Floor Laundry**

Exterior Property Features: **Deck, Porch**

Age: **100+ Years, Recent Rehab**
 Type: **3 Stories**
 Style: **American 4-Sq.**
 Exterior: **Cedar, Stucco**
 Air Cond: **Central Air**
 Heating: **Gas**
 Kitchen: **Eating Area-Breakfast Bar, Eating Area-Table Space, Pantry-Butler**
 Appliances: **Oven-Double, Oven/Range, Microwave, Dishwasher, Refrigerator, Disposal**
 Dining: **Separate**
 Attic:
 Basement Details: **Unfinished**
 Bath Amn:
 Fireplace Details: **Wood Burning, Gas Logs, Gas Starter**
 Fireplace Location: **Family Room, Living Room, Master Bedroom**
 Electricity: **200+ Amp Service**
 Equipment:
 Additional Rooms: **5th Bedroom, 6th Bedroom, 7th Bedroom, Breakfast Room**
 Garage Ownership: **Owned**
 Garage On Site: **Yes**
 Garage Type: **Detached**
 Garage Details: **Garage Door Opener(s)**
 Parking Ownership:
 Parking On Site:
 Parking Details:
 Driveway: **Asphalt**
 Foundation:
 Ext Bas/Fnd:
 Disability Access: **No**
 Disability Details:
 Exposure:
 Lot Size: **.25-.49 Acre**
 Lot Desc: **Landscaped Professionally**
 Roof: **Asphalt/Glass (Shingles)**
 Sewer: **Sewer-Public**
 Water: **Lake Michigan**
 Const Opts:
 General Info: **None**
 Amenities:
 Asmt Incl: **None**
 HERS Index Score:
 Green Disc:
 Green Rating Source:
 Green Feats:
 Sale Terms:
 Possession: **Closing**
 Occ Date:

Agent Remarks: **No Close, No Commission. Buyers Agent Must Accompany.**

Internet Listing: A VOW AVM: No Listing Type: Exclusive Right to Sell Coop Comp: 2.5-\$250 (on Gross SP) Showing Inst: View Showing Assist Mgmt. Co: Owner: OOR Broker: County Line Properties, Inc. (22124) List Agent: Penny Bohnen, CRS (221244) Co-lister: John Bohnen (223687)	Remarks on Internet?: Yes VOW Comments/Reviews: No Holds Earnest Money: Yes Addl. Sales Info.: None Cont. to Show?: Contact Name: Ph #: Ph #: (630) 789-3030 Ph #: (630) 272-8916 Ph #: (630) 789-3030	Addr on Internet?: Yes Agent Notices: Lock Box: None Special Comp Info: None Expiration Date: Phone: Agent Owned/Interest: No Team: Email: penny.bohnen@clphomes.com More Agent Contact Info:
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MLS #: 07953233

Prepared By: Josie Gallagher, ABR | County Line Properties, Inc. | 12/13/2017 12:55 PM

Listing & Property History Report

Address: 138 E Fourth St

Total Days on Market: 90

Listing Summary

MLS No: 07953233
Cur. Status: CLSD
Type: Detached Single
List Price: \$1,685,000
Orig. LP: \$1,685,000
Sold Price: \$1,350,000
List Date: 12/01/2011
List Agent: 221244
List Office: 22124
LMT: 90

Listing History

Change Description	Status	Price	Modified Date	Updated By
STATUS: PEND -> CLSD	CLSD	\$1,685,000	06/29/2012	Call Broker
STATUS: CTG -> PEND	PEND	\$1,685,000	03/14/2012	Call Broker
STATUS: ACTV -> CTG	CTG	\$1,685,000	02/28/2012	Call Broker
STATUS: NEW -> ACTV	ACTV	\$1,685,000	12/07/2011	Call Broker
STATUS: DRF -> NEW	NEW	\$1,685,000	12/01/2011	Call Broker

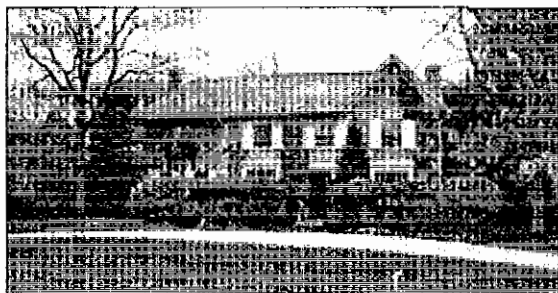
Listing Summary

MLS No: 07251856
Cur. Status: EXP
Type: Detached Single
List Price: \$1,999,999
Orig. LP: \$1,999,999
Sold Price:
List Date: 06/22/2009
List Agent: 224449
List Office: 22205
LMT: 363

Listing History

Change Description	Status	Price	Modified Date	Updated By
STATUS: ACTV -> EXP	EXP	\$1,999,999	06/20/2010	Call Broker
STATUS: NEW -> ACTV	ACTV	\$1,999,999	06/28/2009	Call Broker
STATUS: DRF -> NEW	NEW	\$1,999,999	06/22/2009	Call Broker

*Status and price changes are only displayed for updates that occurred after 12/09/2003.



Detached Single Status: **CLSD**
 Address: **425 E Sixth St, Hinsdale, 60521**
 Bedrooms: **7**
 Baths (full/half): **5/1**
 Total Rms: **13**
 Master Bedroom Bath: **Full**
 # Fireplaces: **2**
 PIN: **0912226005**
 Spec Asmt: **No**
 Type Ownership: **Fee Simple**
 Agent Owned/Interest: **No**
 Basement: **Full**
 Parking Type: **Garage**
 Subdivision:
 Type: **2 Stories**
 Style: **Colonial**
 Approx SF: **5768**
 Exterior: **Stone**
 Age: **100+ Years**

MLS #: **08832687**
 List Price: **\$2,250,000**
 Rent Price:
 Area: **521**
 HO Assessments:
 Frequency: **Not Applicable**
 Taxes: **\$42,222**
 Tax Year: **2013**
 Tax Exemptions:
 Year Built: **1864**
 Built Before 1978: **Yes**
 # Spaces (Gar/Ext): **2/**

Elementary: **OAK** District #: **181**
 Middle: **HINSDALE MIDDLE SCHOOL** District #: **181**
 High: **HINSDALE CENTRAL** District #: **86**

Contract: **09/28/2015**
 Sold Price: **\$2,000,000**
 Rented Price:
 Agent Owned/Interest: **No**

Lot Dimensions: **174 X 254**

Lot Size: **1.0-1.99 Acres**

Acres: **1.0479**

Waterfront: **No**

Coordinates:

North: South: East: West:

Directions: **County Line Road, West on Sixth Street to home**

ROOM NAME	SIZE	LEVEL	FLOORING	WIN TRMT	ROOM NAME	SIZE	LEVEL	FLOORING	WIN TRMT
Living Room:	15X34	Main Level	Hardwood		7th Bedroom:	12X13	2nd Level	Carpet	
Dining Room:	14X17	Main Level	Parquet		Breakfast Room:	10X13	Main Level	Parquet	
Kitchen:	11X23	Main Level	Parquet		Office:	8X14	Main Level	Parquet	
Family Room:	17X33	Main Level	Parquet		Foyer:	10X24	Main Level	Parquet	
Laundry Room:	8X8	Main Level	Parquet		5th Bedroom:	14X15	2nd Level	Parquet	
Master Bedroom:	15X19	2nd Level	Carpet						
2nd Bedroom:	13X17	2nd Level	Parquet						
3rd Bedroom:	15X15	2nd Level	Parquet						
4th Bedroom:	15X15	2nd Level	Parquet						
6th Bedroom:	12X13	2nd Level	Carpet						
Air:	Space Pac								

Appliances:

Assessments Include: **None**

Basement: **Unfinished**

Existing Bas./Fnd.:

Bath Amenities:

Dining Room: **Separate**

Fireplace: **Wood Burning, Gas Starter**

Garage: **Garage Door Opener(s)**

Heat/Fuel: **Hot Water/Steam**

Lot Description: **Landscaped Professionally**

Sewer: **Sewer-Public**

Kitchen: **Eating Area-Table Space, Pantry-Butler**

Other Rooms:

Water: **Lake Michigan**

Remarks: **History abounds in this Hinsdale Classic, built by William Robbins, the founder of Hinsdale. Loving ...**

Agent Remarks: **Listing Agent Must Accompany All Showings. Buyer's Agent Must Accompany All Showings. No close, no ...**

Holds Earnest Money: **Yes**

Listing Type: **Exclusive Right to Sell**

Sp. Comp. Info.: **None**

Cooperative Compensation: **2.5%-\$250 (on Gross SP)**

Showing Instructions: **Pls call or txt Penny at 630-272-8916 to make appt. Advance notice.**

Owner: **oor**

List Office: **County Line Properties, Inc.**

List Agent: **John Bohnen**

List Agent E-mail: **John.Bohnen@CLPhomes.com**

Co-Lister: **Penny Bohnen, CRS (221244) (630) 272-8916**

List Date: **02/06/2015**

Off-Market Date: **09/28/2015**

Selling Office: **22010**

Contract: **09/28/2015**

Expiration Date:

ID#: **22124**

ID#: **223687**

Team:

Agents Additional Contact #: **penny.bohnen@clphomes.com**

Closed Date: **03/01/2016**

Status Date: **03/01/2016**

Selling Agent: **222640**

Lock Box:

Owner's Phone:

Office Phone: **(630) 789-3030**

Agent Phone: **(630) 789-3030**

Original List Price: **\$2,575,000**

Listing Market Time: **235**

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 NOTICE: Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.

Prepared By: **Josie Gallagher, ABR | County Line Properties, Inc. | 12/13/2017 12:52 PM**

Listing & Property History Report

Address: 425 E 6th St

Total Days on Market: 159

Listing Summary		Listing History			
MLS No:	<u>08900302</u>	Change Description	Status	Price	Modified Date Updated By
Cur. Status:	CLSD	STATUS: CTG -> CLSD	CLSD	\$2,250,000/\$0	03/01/2016 Call Broker
Type:	Land	STATUS: ACTV -> CTG	CTG	\$2,250,000/\$0	09/28/2015 Call Broker
List Price:	\$2,250,000	STATUS: PCHG -> ACTV	ACTV	\$2,250,000/\$0	06/28/2015 Call Broker
Orig. LP:	\$2,359,000	LIST_PRICE: \$2,359,000 -> \$2,250,000	PCHG	\$2,250,000/\$0	06/22/2015 Call Broker
Sold Price:	\$2,000,000	RP: -> \$0	PCHG	\$2,250,000/\$0	06/22/2015 Call Broker
Rental Price:	\$0	STATUS: ACTV -> PCHG	PCHG	\$2,250,000/\$0	06/22/2015 Call Broker
Orig. RP:		STATUS: NEW -> ACTV	ACTV	\$2,359,000	04/29/2015 Call Broker
Rented Price:		STATUS: DRF -> NEW	NEW	\$2,359,000	04/23/2015 Call Broker
List Date:	04/23/2015				
List Agent:	223687				
List Office:	22124				
LMT:	159				

Listing Summary		Listing History			
MLS No:	<u>08832687</u>	Change Description	Status	Price	Modified Date Updated By
Cur. Status:	CLSD	STATUS: CTG -> CLSD	CLSD	\$2,250,000	03/01/2016 Call Broker
Type:	Detached Single	STATUS: ACTV -> CTG	CTG	\$2,250,000	09/28/2015 Call Broker
List Price:	\$2,250,000	STATUS: PCHG -> ACTV	ACTV	\$2,250,000	06/28/2015 Call Broker
Orig. LP:	\$2,575,000	STATUS: ACTV -> PCHG	PCHG	\$2,250,000	06/22/2015 Call Broker
Sold Price:	\$2,000,000	LIST_PRICE: \$2,359,000 -> \$2,250,000	PCHG	\$2,250,000	06/22/2015 Call Broker
List Date:	02/06/2015	STATUS: PCHG -> ACTV	ACTV	\$2,359,000	04/23/2015 Call Broker
List Agent:	223687	LIST_PRICE: \$2,575,000 -> \$2,359,000	PCHG	\$2,359,000	04/17/2015 Call Broker
List Office:	22124	STATUS: ACTV -> PCHG	PCHG	\$2,359,000	04/17/2015 Call Broker
LMT:	235	STATUS: NEW -> ACTV	ACTV	\$2,575,000	02/12/2015 Call Broker
		STATUS: DRF -> NEW	NEW	\$2,575,000	02/06/2015 Call Broker

Listing Summary		Listing History			
MLS No:	<u>08716375</u>	Change Description	Status	Price	Modified Date Updated By
Cur. Status:	CANC	STATUS: ACTV -> CANC	CANC	\$2,575,000	02/06/2015 Call Broker
Type:	Detached Single	STATUS: PCHG -> ACTV	ACTV	\$2,575,000	01/26/2015 Call Broker
List Price:	\$2,575,000	LIST_PRICE: \$2,850,000 -> \$2,575,000	PCHG	\$2,575,000	01/20/2015 Call Broker
Orig. LP:	\$2,850,000	STATUS: ACTV -> PCHG	PCHG	\$2,575,000	01/20/2015 Call Broker
Sold Price:		STATUS: NEW -> ACTV	ACTV	\$2,850,000	09/08/2014 Call Broker
List Date:	09/02/2014	STATUS: DRF -> NEW	NEW	\$2,850,000	09/02/2014 Call Broker
List Agent:	223687				
List Office:	22124				
LMT:	158				

Listing Summary		Listing History			
MLS No:	<u>08601605</u>	Change Description	Status	Price	Modified Date Updated By
Cur. Status:	CANC	STATUS: ACTV -> CANC	CANC	\$3,150,000	09/02/2014 Call Broker
Type:	Detached Single	STATUS: NEW -> ACTV	ACTV	\$3,150,000	05/07/2014 Call Broker
List Price:	\$3,150,000	STATUS: DRF -> NEW	NEW	\$3,150,000	05/01/2014 Call Broker
Orig. LP:	\$3,150,000				

Sold Price:
List Date: 05/01/2014
List Agent: 223687
List Office: 22124
LMT: 125

*Status and price changes are only displayed for updates that occurred after 12/09/2003.

Warren and Nancy Furey
244 East First Street
Hinsdale, IL 60521

October 3, 2017

RE: 244 E First Street, Request to Withdraw Landmark

To Whom It May Concern:

Nancy and I are requesting to have the landmark designation withdrawn from the property located at 244 E First Street Under 14-4-1 section E Financial Hardship.

Nancy and I decided to Landmark our property long before the village created Historic Districts. We did this out of our desire to raise awareness and create appreciation for historic architecture at the height of the teardown phenomenon of the 1990s. The Historic Preservation Ordinance was a **Voluntary Ordinance** at the time, and we were told designating our home a landmark under the ordinance was **not binding** as in other communities that had more strict ordinances. We were also reassured that we could have this designation removed should we ever change our minds. At the time we fully believed our decision would help enhance not only our own property value but would also increase the property values in the area. We were fortunate that East First Street had not seen any major changes to its housing stock in over seventy years, and older homes like ours were still commanding high property values. However, more recently we have seen our streetscape change and the value of older homes like ours decline. The 19th century home across the street was torn down and we have been looking at an empty lot for over a year now. Another 19th century home catty-corner to us has been on the market for over two years and remains without a buyer.

We are appealing to you now because eight months ago my wife Nancy was suddenly and unexpectedly diagnosed with Stage 3 cancer of the esophagus. Given the unexpected turn of events in our lives and the need to have a home better equipped for her illness, we put our home on the market. Our deepest hope is and always will be to sell the home if possible to someone who will restore the home back to its original luster. In the past six months we have spoken with two parties who would be interested in purchasing and restoring the home. Both parties are well funded and have a good history of taking on these projects, however they have also indicated to us that they simply have no interest purchasing the house at any price with the current Landmark Designation.

Our home is our single largest asset. We find ourselves in a position where we need to sell our home in a reasonable time frame and Real Estate Agents and investors are requesting we remove the Landmark Status from our property to facilitate our home sale. We are concerned that the Landmark status will increase the time our home sits on the market waiting for a buyer and we will be forced to accept a significantly lower sale price which will greatly affect our financial retirement security.

We plan to market the home and highlight its historic value. We absolutely have no interest in marketing the home for lot value. It goes against all that we love and value in our home. We are confident that since our home is now located in a historic preservation district the next owner will be required to appear in front of the Hinsdale Preservation Committee with any rehabilitation plans the town will do what the Historic Preservation Ordinance intended: act as an educational resource and provide guidance during restoration from experts in their field and in our lovely town's history. These recommendations will be VOLUNTARY not binding and we believe this is what the original law intended and it was only when we put our home on the market that we learned this was not the case.

It is important for me to point out that we never took advantage of any potential tax savings by way of Landmark status. We have a plaque and a lot of pride in all. We have dearly loved our home for the last 46 years, and we are hoping to find another owner who will restore it and enjoy it for the next fifty.

Respectfully,

A handwritten signature in black ink, appearing to read "W. Furey MD". The signature is fluid and cursive, with the "MD" part being more distinct and written in a slightly larger, bolder script than the name.

Warren W. Furey, MD

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

GERALD E. KUBASIAK
TEL (312) 460-4231
FAX (312) 460-4201
E-MAIL kubasiak@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
225 W. Washington Street, Suite 2600
Chicago, Illinois 60606
TEL (312) 460-4200
FAX (312) 460-4201
www.millercanfield.com

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FLORIDA: Tampa

ILLINOIS: Chicago

NEW YORK: New York

CANADA: Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia
Warsaw • Wrocław

October 5, 2017

Historic Preservation Commission
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

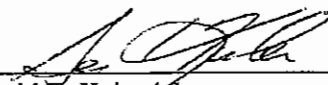
Re: Application of Drs. Warren & Nancy Furey

Dear Chairman:

I am writing on behalf my clients, Drs. Warren and Nancy Furey, who have filed an application to have their home at 244 East First Street removed from landmark status. The reason is based on economic hardship. Based on my knowledge of Warren and Nancy's financial situation, they will be highly dependent on the proceeds from the sale of 244 to sustain themselves given that they are now both retired. Given recent medical issues, there is even greater concern. We believe that this is truly a case of economic necessity.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 
Gerald E. Kubasiak

GEK/ir

29975397.1\088888-04549

Carrie Kenna
Liz Kenna Burke
BHHS Koenig Rubloff Group
35 S Washington
630-325-7500
www.kennahomesrealtors.com

October 24, 2017

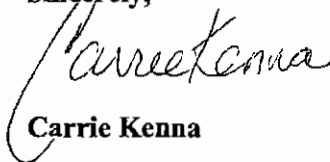
Anne and Bob Schultz
733 S Grant St
Hinsdale, IL 60521

Dear Anne and Bob,

The marketing at 244 E 1st St Hinsdale for Warren and Nancy Furey has not produced any possible buyers. The potential clients that have expressed an interest have all ruled it out due to the Landmark Status. The impact to the value of the home will be dramatic. Given the home needs extensive work any potential buyer will be impacted by the landmark status. The risk a buyer would need to undertake in dealing with this comes at a steep price and may require a substantially longer marketing period to find that right buyer. I am sorry as this will most likely cause a significant financial hardship for Warren and Nancy Furey at this most vulnerable time in their lives.

Please call to discuss at any time. Will continue to look for that one buyer in the mean time.

Sincerely,



Carrie Kenna

Exhibit A Side Photo



Exhibit B Front Photo



Exhibit C Side Photo





EXHIBIT A

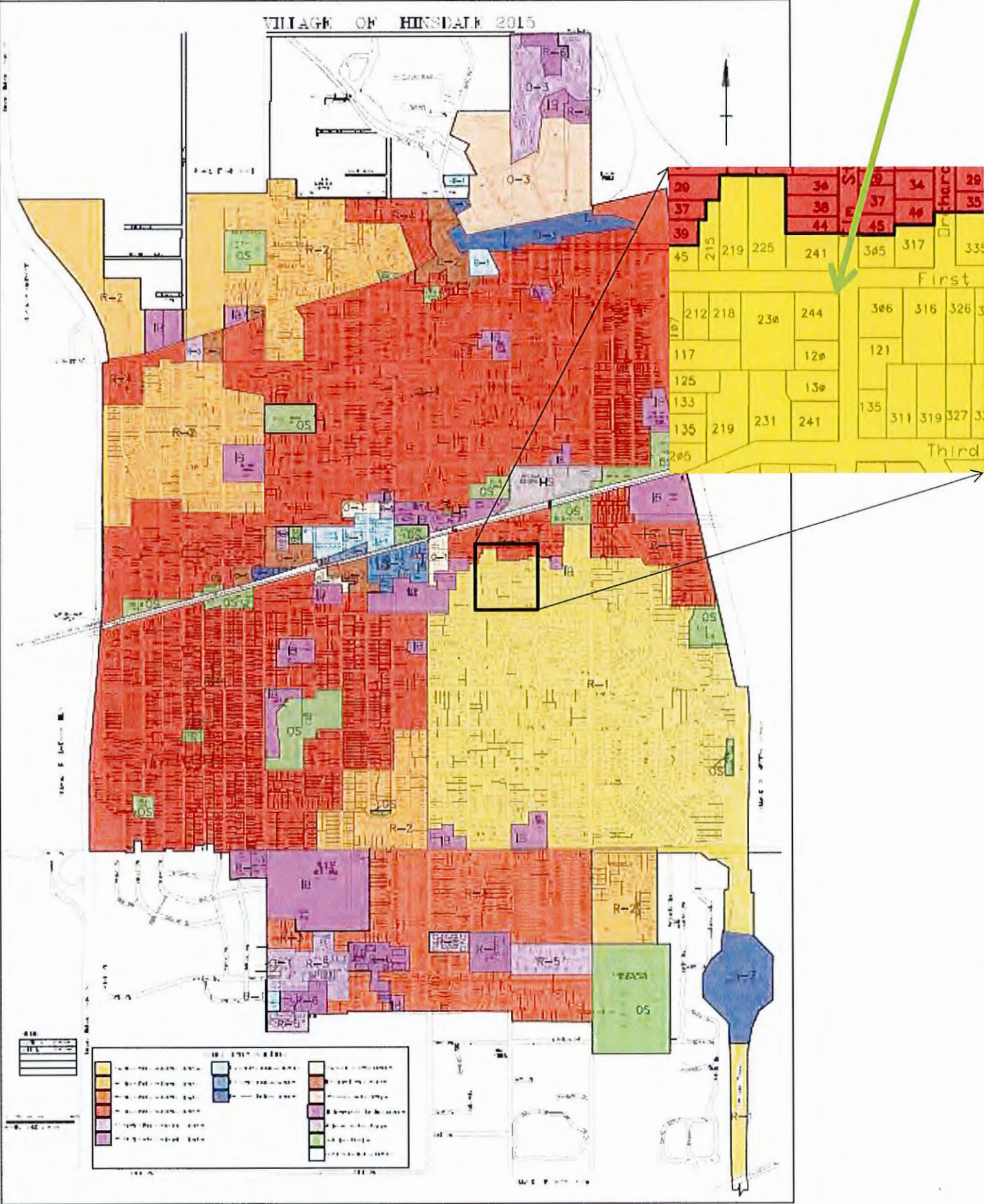
Legal Description

LOT 1 OF JULIA PHELPS RESUBDIVISION, A RESUBDIVISION OF LOT 1 BEING A PART OF THE SUBDIVISION OF THE NORTHEAST QUARTER OF BLOCK 6 OF WILLIAM ROBBIN'S FIRST ADDITION, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID JULIA PHELPS RESUBDIVISION, RECORDED OCTOBER 13, 1955 AS DOCUMENT 776804, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 244 East First Street, Hinsdale, Illinois 60521

Property Identification Number: 09-12-208-014

Attachment 2: Village of Hinsdale Zoning Map and Project Location



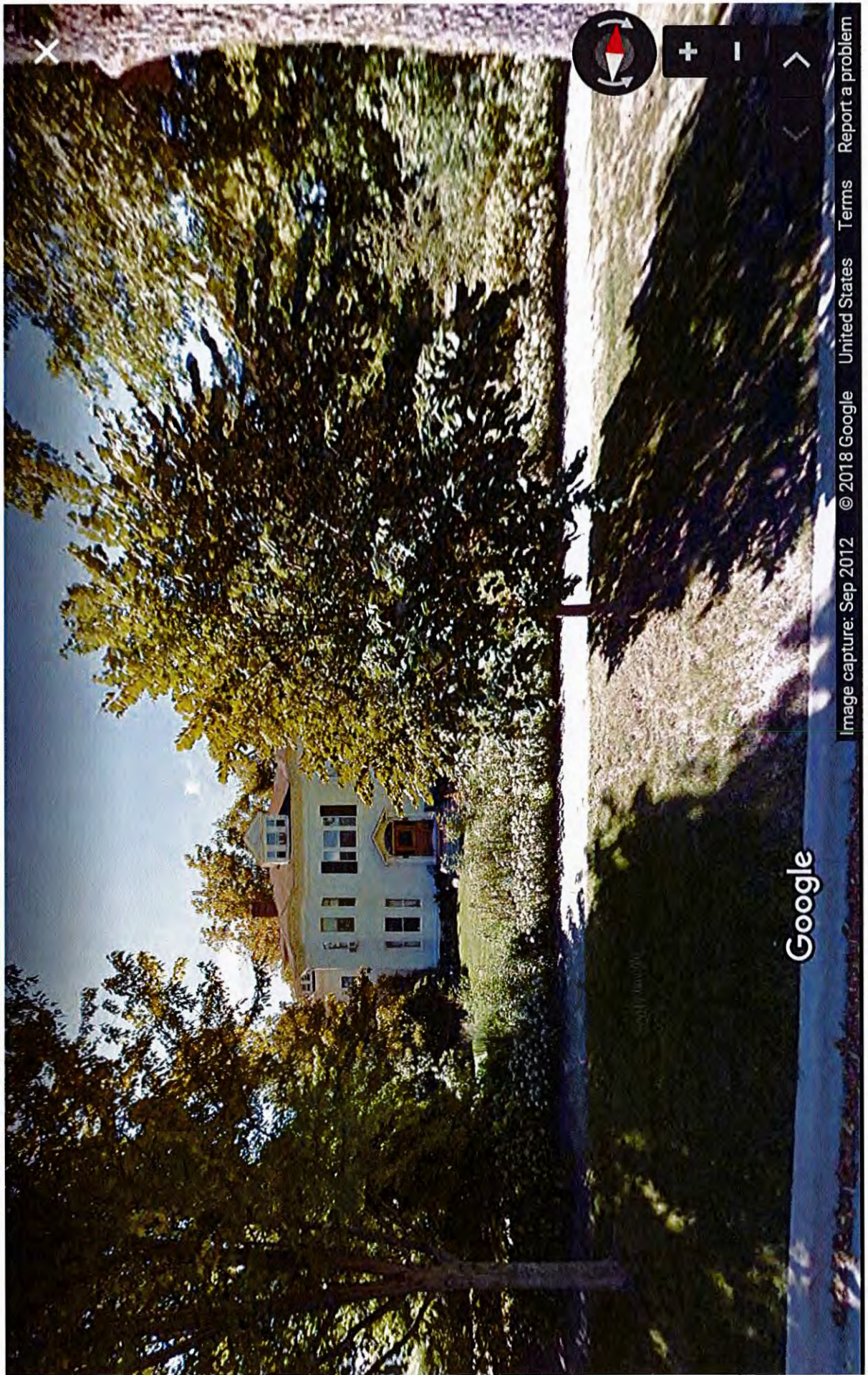
Attachment 2: Birds Eye Map of 244 E. 1st Street (facing west)



Attachment 2: Street View of 244 E. 1st Street (facing south on E. First St.)



Attachment 2: Street View of 244 E. 1st Street (facing west on S. Elm St.)



Chan Yu

From: Sandra Williams <SWilliams415@aol.com>
Sent: Wednesday, December 20, 2017 8:29 AM
To: Chan Yu
Subject: 244 E First Photo

Follow Up Flag: Follow up
Flag Status: Flagged

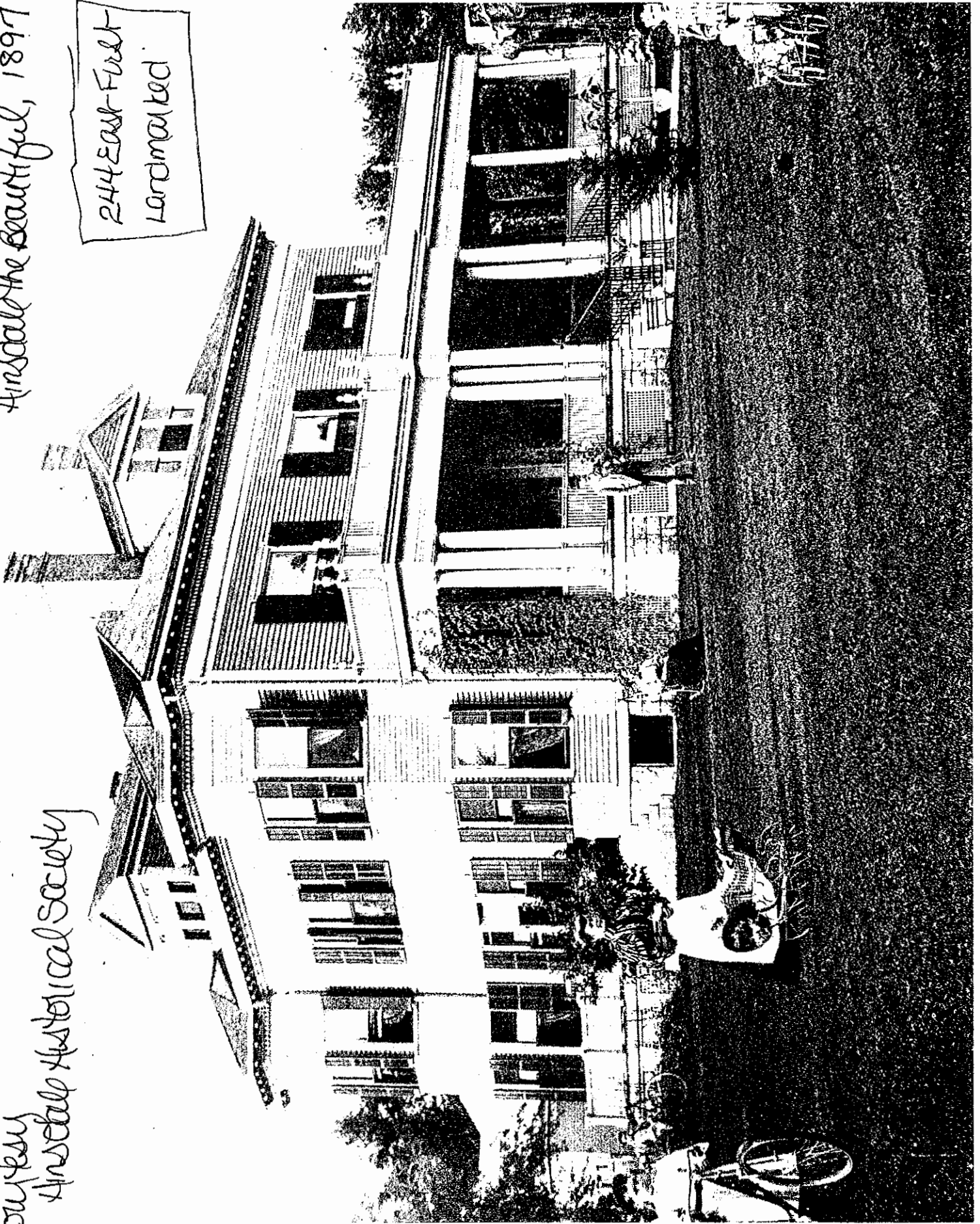
Good morning, Chan...along with the two page "Attachment A" of the original Landmark Application for this home, would you please print and forward this photo to the BOT? It is important to have these three pages in their packet, in addition to notes from the recent public hearing. Awareness of the architectural uniqueness and significance of this property is paramount.

Thanks much...enjoy the holidays!!
Sandy Williams

courtesy
Hinsdale Historical Society

Hinsdale the beautiful, 1897

244 East First
Handmarked





J.P. "RICK" CARNEY

DUPAGE COUNTY RECORDER

OCT. 08, 2002

9:06 AM

OTHER

09-12-208-01

005 PAGES

R2002-26317

VILLAGE OF HINSDALE

ORDINANCE NO. O2002-60

AN ORDINANCE DESIGNATING 244 EAST FIRST STREET
AS A HISTORIC LANDMARK
(HPC CASE No. 07-2002)

WHEREAS, the Village is authorized pursuant to Division 11-48.2 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, Drs. Warren and Nancy Furey (the "Applicant"), are the legal owners of the building located 244 East First Street in the Village and legally described in Exhibit A attached

to and made part of this Ordinance by this reference (the "Subject Building"), and they have filed an application seeking to designate the Subject Building, as a historic landmark (the "Application"); 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 10, 2002, to consider the Application; and

WHEREAS, after review of all information presented at the September 10, 2002, public hearing, the Commission recommended approval of the Application, as set forth in the Commission's Findings of Fact in HPC Case No. 07-2002; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on September 23, 2002, considered the Application as recommended by the Commission; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have considered the findings and recommendation of the Commission and of the Zoning and Public Safety Committee and determined that it is in the best interests of the Village and its residents to establish the Subject Building as a designated landmark;

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 and made a part of this Ordinance by this reference.

Section 2. Designation as Historic Landmark. The nomination of the Subject Building as a historic landmark is hereby approved and the Subject Building is hereby designated as a historic landmark. The Subject Building shall hereafter be subject to the requirements of Chapter 5 of the Title 14 of the Village Code, as amended from time to time.

Section 3. Notice to Owner of Record and Building Commissioner. The Village Clerk is directed to send notice of the historic designation of the Subject Building to the Applicant, as owner of record, and to the Village Building Commissioner, which notice shall include a copy of this Ordinance.

Section 4. Recordation. The Village Clerk is directed cause a copy of this Ordinance be recorded promptly in the office of the DuPage County Recorder of Deeds.

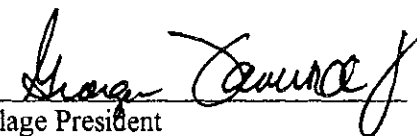
PASSED this 1st day of October 2002.

AYES: TRUSTEES MILKINT, ELLIS, CICCARONE, LENNOX, BARROW AND BLOMQUIST.

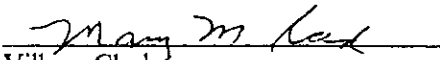
NAYS: NONE

ABSENT: NONE

APPROVED this 1st day of October 2002.


Village President

ATTEST:


Village Clerk



Psddata/ord&res/hpc2002/514sgarfield.doc

EXHIBIT A

Legal Description

LOT 1 OF JULIA PHELPS RESUBDIVISION, A RESUBDIVISION OF LOT 1 BEING A PART OF THE SUBDIVISION OF THE NORTHEAST QUARTER OF BLOCK 6 OF WILLIAM ROBBIN'S FIRST ADDITION, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID JULIA PHELPS RESUBDIVISION, RECORDED OCTOBER 13, 1955 AS DOCUMENT 776804, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 244 East First Street, Hinsdale, Illinois 60521

Property Identification Number: 09-12-208-014



VILLAGE OF HINSDALE

FOUNDED IN 1873

19 EAST CHICAGO AVENUE
HINSDALE, ILLINOIS 60521-3489 • (630) 789-7000
Village Website: <http://www.vil.hinsdale.il.us>

POLICE DEPARTMENT 789-7070
FIRE DEPARTMENT 789-7060
121 N. M. SYMONDS DRIVE

VILLAGE PRESIDENT
George L. Faulstich, Jr.

TRUSTEES
Elizabeth K. Barrow
William K. Blomquist
Richard A. Ciccarone
John R. Ellis
Robert A. Lennox, Jr.
Craig Milkint

STATE OF ILLINOIS)
COUNTIES OF DU PAGE)
AND COOK)

I, Mary M. Reed, do hereby certify that I am duly qualified and elected Village Clerk of the Village of Hinsdale, Illinois in whose custody are the records of the Village of Hinsdale.

And, I do further certify that the attached is a true and correct copy of

O 2002-60 AN ORDINANCE DESIGNATING 244 EAST FIRST STREET AS A
HISTORIC LANDMARK (HPC CASE NO. 07-2002)

passed and approved by the Village Board of Trustees at their regular meeting on
October 1, 2002.

WITNESS my hand and seal this 2nd day of October, 2002.

Mary M. Reed

Village Clerk

By: *Rosemary Mahan*
Deputy Village Clerk



Printed on Recycled Paper

HINSDALE HISTORIC PRESERVATION COMMISSION

RE: 244 East First Street (Drs. Warren and Nancy Furey)
Designation as Landmark Building - HPC Case 07-2002

DATE OF HISTORIC PRESERVATION COMMISSION REVIEW: September 10, 2002

DATE OF ZONING AND PUBLIC SAFETY REVIEW: September 23, 2002

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Drs. Warren and Nancy Furey (the "Applicant") 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 109-year old structure located at 244 East First Street for designation as an historic landmark. The applicant is the owner of record of the Subject Property.
2. The Subject Building is a two and one-half story wood frame and asphalt sided building, constructed in 1893 in the Victorian Renaissance Revival style. During the Great Depression, a portion of the front porch was removed and the coach house was relocated to the residential lot at 120 South Elm Street.
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 the Subject Building is located in the original Robbins Park Subdivision and is a rare Chicago example of work by the prestigious architectural firm of Shepley, Rutan and Coolidge, of Boston. This firm was known for it's commercial and institutional buildings, including the Art Institute of Chicago and the Chicago Public Library.
 - 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's second owner, Alfonso G. Dugan, had a son, Hugh, who was a Hinsdale civic leader and author of *Village on the County Line* in 1949, which provides insight into the early days of Hinsdale, and *History of the Hinsdale Sanitarium and Hospital*.

- C. The Subject Building represents the notable efforts of an architect or artist whose individual accomplishments has influenced the development of the United States, as set forth in Section 14-3-1A3 of the Village Code, because the renowned architectural firm of Shepley, Rutan and Coolidge, of Boston, designed the building.
- D. The Subject Building is an established or familiar visual feature due to its unique location or its singular physical characteristics, as set forth in Section 14-3-1A4 of the Village Code, because the Subject Building is located at an intersection with one of the Village's few remaining brick paved streets in the historic Robbins Park subdivision.
- E. The Subject Building represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction or use of materials as set forth in Section 14-3-1B1 of the Village Code, because the Subject Building represents the Renaissance Revival style. The Subject Building was constructed of balloon framing and has the original wood windows with their original wooden shutters. The Subject Building has large second story eaves with brackets and dentils. The Subject Building has a front porch that was once part of a considerably larger porch. The Subject Building has large, decorative brick chimneys. Asphalt siding was installed over the wood clapboard. In some areas, the asphalt siding has been removed to expose the original wood.
- F. 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, retains many of its original features, as noted above.
- G. 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, because the Subject Building has had no additions and few alterations in more than fifty years.
- H. The Subject Building is an exceptional example of an historic or vernacular style, or is one of the few such remaining properties of its kind in the Village, as set forth in Section 14-3-1-C1 of the Village Code, because the Subject Building is unique as one of the Village's few remaining examples of a Renaissance Revival style building.
- I. The Subject Building is associated with the life or activities of a person or persons who has significantly contributed to or participated in the historic events of the United States, State of Illinois or the Village, as set forth in Section 14-3-1C2 of the Village Code, because, the Subject Building is a rare example of a single-family residence by the prestigious architectural firm of Shepley, Rutan and Coolidge, of Boston.

II. RECOMMENDATION

The Village of Hinsdale Historic Preservation Commission, on a vote of six (6) "Ayes," zero (0) "Nays," one (1) "Absent," and one (1) "Recusing", recommends that the President and Board of Trustees designate the Subject Building, in its entirety, as an historic landmark.

HINSDALE HISTORIC PRESERVATION COMMISSION

By 

Chairman

Dated this 2nd day of Oct, 2002.

Commission meeting held today on this matter. The Plan Commission is good with the relocated play area which cannot be seen from Ogden Avenue and will now have a wood chip surface. Two Plan Commissioners still felt that exterior changes to the building were not in keeping with the rest of surrounding buildings, but 12 Salt Creek is already similarly done. President Cauley said their vote was 3-2 on the exterior appearance and 5-0 on the site plan.

Mr. Bill Dvorak, the Director of Development for MidProperties addressed the Board. With the respect to the removal of the shutters, he explained that only 901 and 907 Elm still have shutters. He explained it their intention for all parcels to attract premiere medical providers and they believe these buildings need a facelift. They have gotten a lot of positive feedback from the marketplace appreciating what was done at 12 Salt Creek. MidProperties owns four buildings and one development parcel. The want to keep the character of the buildings, but they need some modernization. The child care facility will be an amenity to the campus.

Mr. Seamus Byrne, architect on the project, described the access to the playground and the fence enclosure. Mr. Dvorak said the black painted galvanized steel overhang will be a less obvious cover element; more subtle. Trustee LaPlaca moved to **Approve an Ordinance Approving Site Plans/Exterior Appearance Plans for the Exterior Modifications and Façade Improvements at 901 N. Elm Street.**

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

**Approve an Ordinance Withdrawing the Landmark Status Designating
319 N. Washington Street as an Historic Landmark**

President Cauley introduced the item which was previously addressed at ZPS and the Historic Preservation Commission. HPC was concerned about precedent, and the matter comes to the Village Board from that commission with a vote of 3-2. President Cauley suggested handling this matter apart from an attempt to revise the code. Moving forward we can work with HPC to try to have safety valves to get out of a landmark status, but with some criteria.

Ms. Beth Barrows of 319 N. Washington addressed the Board regarding the process to landmark one's home, but she doesn't see this as a preservation issue. Trustee Saigh explained his point of view, a macro look, noting there has been significant construction activity in this area. Some new construction is compatible

with older buildings. Discussion followed regarding preservation efforts in Hinsdale over the last 20-25 years.

Trustee LaPlaca moved to **Approve an Ordinance Withdrawing the Landmark Status Designating 319 N. Washington Street as an Historic Landmark.** Trustee Elder seconded the motion. Trustee LaPlaca noted this is a voluntary designation. She feels it would be different if the Village mandated it, or it was a commercial property. Further, she believes zoning accommodations to save a house makes more sense for preservation than to force landmark status on them. The Village needs to be creative moving forward to promote reconstruction and renovation. Trustee Hughes commented that if the landmarking tool is to have value it should have teeth.

AYES: Trustees Elder, Angelo, Hughes, LaPlaca

NAYS: Trustee Saigh

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

STAFF REPORTS

Fire Chief Rick Ronovsky distributed the Fire Department 2013 Annual Report and thanked Firefighter Steve Tullis for his hard work getting it finished.

Village Manager Kathleen Gargano stated she is pleased the budget materials have been well received. She thanked the department heads for their hard work; this was a short turn around, but the product will continue to improve. She gave special thanks to Assistant Village Manager/Finance Director Darrell Langlois, Assistant Finance Director Christopher Webber and Interim Special Assistant to the Manager's Office Kathy Katz.

Trustee Saigh commented that the budget materials show an outstanding level of professionalism and he hopes residents find their way to it. He commended staff as both a resident and taxpayer.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

Chan Yu

From: Michael A. Marrs <mamarrs@KTJLAW.com>
Sent: Wednesday, February 07, 2018 2:48 PM
To: Chan Yu
Cc: Lance C. Malina; Kathleen Gargano; Robert McGinnis
Subject: HPC - Standard for Landmark Withdrawal - Section 14-4-1(E)
Attachments: 388974_4.docx; scan.pdf

Chan – As we discussed, it has been brought to our attention that on November 4, 2014, when the Board of Trustees considered an Ordinance adding a financial hardship standard for withdrawal of landmark status at Section 14-4-1(E) of the Village Code, they revised the standard during the meeting. The minutes of that meeting indicate that the Board approved the Ordinance with the standard as revised. The version of the Ordinance that was executed and submitted to the Codifier did not, however, include the revision, and the online version of the Village Code does not therefore accurately reflect Section 14-4-1(E).

The originally proposed standard was: “The owner of the structure, building or site demonstrates that he or she is experiencing significant financial hardship of a nature that has, and will going forward, negatively impact the ability of the owner to adequately maintain the structure, building or site.”

The correct standard as revised and approved by the BOT is: “The owner of the structure, building or site demonstrates that the landmark designation creates significant and continuing financial hardship.”

Attached for distribution to the HPC are the excerpt of the minutes from the November 4, 2014 BOT meeting when the change was made, and the draft Findings of Fact revised to accurately reflect the correct standard.

Michael A. Marrs | Klein, Thorpe and Jenkins, Ltd. | 20 N. Wacker Drive, Suite 1660 | Chicago, IL 60606 | Ph: 312-984-6419 | mamarrs@ktjlaw.com

VILLAGE PRESIDENT'S REPORT

No report.

CONSENT AGENDA

President Cauley explained that Trustee Hughes was intending to pull an item from the Consent Agenda for further discussion. Due to the fact that there are only two items on the Consent Agenda, each item was addressed separately.

Ordinance Amending Title 14 (Historic Preservation), Chapter 4 (Withdrawal of Landmark Designation), Relative to Standards for Withdrawal of Landmark Designations

Trustee Saigh moved to approve an Ordinance Amending Title 14 (Historic Preservation), Chapter 4 (Withdrawal of Landmark Designation), Relative to Standards for Withdrawal of Landmark Designations. Trustee Elder seconded the motion. Trustee Hughes explained he had concerns regarding Section 14-4-1(E) which is the condition for withdrawal that references financial hardship that will 'negatively impact the ability of the owner to adequately maintain the structure, building or site'. He says this is clear and on the surface makes sense, however, he wondered if the Board wants to be charged with evaluation based this criteria. In order to do so, the Board would need to understand a homeowner's financial hardship and situation and determine whether that will lead to a negative impact on their ability to provide structural maintenance to the property. In addition to administering this aspect of landmark designations, it seems to work against what the Village is trying to accomplish with this designation in the first place.

President Cauley stated his thought was this would be less exacting; people sought out landmark designation voluntarily; the Board would take them at their word if they were having financial issues. Trustee Saigh recalled the original ordinance passed in 2000 where economic hardship could be cited as a reason to remove the designation and it would be up to the property owner to disclose as much as they want, even anecdotally as in the most recent case of the Barrows. President Cauley said the spirit of the change is a middle ground; not a rigorous test, but a standard to allow people out. Trustee LaPlaca said the language about adequate maintenance is unnecessary, and suggested language that is more vague, but states the designation is creating a significant and continuing financial hardship.

Trustee Saigh withdrew his motion on the table. Trustee LaPlaca moved to approve an Ordinance Amending Title 14 (Historic Preservation), Chapter 4 (Withdrawal of Landmark Designation), Relative to Standards for Withdrawal of Landmark Designations, with revised language in Section 14-4-1(E) that states 'the owner of the structure, building or site demonstrates that the landmark designation creates significant and continuing financial hardship'.

Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

**Refer Application to the Plan Commission for Review and Consideration of a
Text Amendment to Section 11-401, as it Relates to Requirements for a
Certificate of Zoning Compliance**

President Cauley introduced the item; the purpose is to take more routine requests out of the realm of requiring a certificate of zoning compliance. He has trouble with the language in Section 4 because of the double negatives in the section. He suggested clearer language and noted he is not changing the substance, just the language. He suggested Section 4 read as follows: 'building or other permits pertaining to the construction, reconstruction, remodeling, alteration, or moving of any structure or the use of any land or structure shall not be issued by the village, provided that a Certificate of Zoning Compliance shall not be required for the following uses'. Trustee Saigh pointed out that Items A-I, listed in this section, can be modified, but the Committee felt it would be helpful to provide examples. Trustee LaPlaca moved to **Refer Application to the Plan Commission for Review and Consideration of a Text Amendment to Section 11-401, as it Relates to Requirements for a Certificate of Zoning Compliance, including the amendments as outlined by the Village President.** Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Accounts Payable

Trustee Hughes moved **Approval and Payment of the Accounts Payable for the Period of October 18, 2014 through November 4, 2014 in the aggregate amount of \$1,545,859.04 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee LaPlaca seconded the motion.

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

BEFORE THE VILLAGE OF HINSDALE
HISTORIC PRESERVATION COMMISSION

IN THE MATTER OF:)
)
CASE NO. HPC-10-2017)
)
244 E. FIRST STREET)

REPORT OF PROCEEDINGS had and testimony taken at the Withdrawal of Local Landmark Designation Public Hearing of the above-entitled matter before the Hinsdale Historic Preservation Commission, at 19 East Chicago Avenue, Hinsdale, Illinois, on the 13th day of December, 2017, at the hour of 6:42 p.m.

COMMISSION MEMBERS PRESENT:

MR. FRANK GONZALEZ, Acting Chairman;

MS. JANICE D'ARCO, Member;

MS. SANDRA WILLIAMS, Member;

MR. JIM PRISBY, Member.

<p style="text-align: center;">2</p> <p>1 ALSO PRESENT:</p> <p>2 MR. LANCE MALINA, Village Attorney;</p> <p>3 MR. CHAN YU, Village Planner;</p> <p>4 DR. WARREN FUREY,</p> <p>5 DR. ANNE SCHULTZ,</p> <p>6 MR. BOB SCHULTZ,</p> <p>7 MS. CARRIE KENNA,</p> <p>8 MR. and MRS. JOHN BOHNEN.</p> <p>9</p> <hr/> <p>10 CHAIRMAN GONZALEZ: Okay. Moving</p> <p>11 forward.</p> <p>12 MR. BOHNEN: Because I am a neighbor, I</p> <p>13 am going to recuse myself from the next item and</p> <p>14 join my wife in the audience.</p> <p>15 MR. PRISBY: Also, it needs to be --</p> <p>16 MR. BOHNEN: Is that a motion or we</p> <p>17 just announce it?</p> <p>18 MR. MALINA: No. No. You have stated</p> <p>19 why you are recusing yourself, so that's duly</p> <p>20 noted.</p> <p>21 MR. BOHNEN: Okay.</p> <p>22 MR. MALINA: And as a resident and</p>	<p style="text-align: center;">4</p> <p>1 withdraw the local landmark designation for the</p> <p>2 home in the Robbins Park Historic District.</p> <p>3 So, now, I just want to say, as you</p> <p>4 know already, you have heard this many times is</p> <p>5 that this is a public hearing. We are an</p> <p>6 advisory committee. So basically we just</p> <p>7 provide suggestions and we vote on what we</p> <p>8 decide. Okay.</p> <p>9 Whoever is going to be speaking, if</p> <p>10 you would, please, get sworn in.</p> <p>11 DR. SCHULTZ: He doesn't hear, so I</p> <p>12 apologize. You have to be sworn in.</p> <p>13 CHAIRMAN GONZALEZ: Okay. That's fine.</p> <p>14 MR. MALINA: Anyone else who is</p> <p>15 planning on presenting testimony, stand and</p> <p>16 raise your right hand to be sworn at this time.</p> <p>17 (Dr. Warren Furey, Dr. Anne</p> <p>18 Schultz, Mr. Bob Schultz and</p> <p>19 Mr. John Bohnen sworn.)</p> <p>20 DR. FUREY: If I should talk, let me</p> <p>21 know.</p> <p>22 CHAIRMAN GONZALEZ: Yes. You can</p>
<p style="text-align: center;">3</p> <p>1 participant, you can retire to the audience and</p> <p>2 participate in that manner.</p> <p>3 MR. BOHNEN: Will do.</p> <p>4 CHAIRMAN GONZALEZ: Okay.</p> <p>5 MR. PRISBY: And Frank, I think it</p> <p>6 needs to be part of the public record that</p> <p>7 10 years ago in 2007 I was retained and did an</p> <p>8 addition for Greg and Jenny Furey in 2007.</p> <p>9 CHAIRMAN GONZALEZ: Okay.</p> <p>10 MR. PRISBY: However, I don't think</p> <p>11 that that will affect my ability to properly --</p> <p>12 MR. BOHNEN: Did they pay you?</p> <p>13 MR. PRISBY: Yes, they did pay me as a</p> <p>14 matter of fact. I had a good time on that</p> <p>15 project.</p> <p>16 CHAIRMAN GONZALEZ: Okay. All right.</p> <p>17 Next on the agenda.</p> <p>18 MR. MALINA: Yes. That is adequate.</p> <p>19 MR. PRISBY: Thank you.</p> <p>20 CHAIRMAN GONZALEZ: Okay. Public</p> <p>21 hearing to withdraw local landmark, Case</p> <p>22 HPC-10-2017 at 244 East First Street, Request to</p>	<p style="text-align: center;">5</p> <p>1 basically, you can suggest --</p> <p>2 MR. MALINA: You have the letter that</p> <p>3 we wrote.</p> <p>4 DR. SCHULTZ: He won't hear you, I'm</p> <p>5 sorry.</p> <p>6 CHAIRMAN GONZALEZ: Okay. Now --</p> <p>7 DR. FUREY: And if you would like, I</p> <p>8 can read the letter.</p> <p>9 DR. SCHULTZ: I'm sorry. Hang on. One</p> <p>10 second.</p> <p>11 Did you have more to say? He just</p> <p>12 can't hear.</p> <p>13 DR. FUREY: I'm sorry.</p> <p>14 CHAIRMAN GONZALEZ: No. I would like</p> <p>15 to avail him, if he'd like to speak first.</p> <p>16 DR. FUREY: I'm sorry.</p> <p>17 CHAIRMAN GONZALEZ: No, you don't --</p> <p>18 DR. FUREY: I'm sorry. I'm --</p> <p>19 CHAIRMAN GONZALEZ: You don't have to</p> <p>20 apologize, sir. You are fine. You are</p> <p>21 completely fine. I have elderly parents, too.</p> <p>22 So we are all in the same boat.</p>

1 DR. SCHULTZ: He reads lips so
2 sometimes he can tell you're talking to him.

3 CHAIRMAN GONZALEZ: Oh, okay.

4 DR. SCHULTZ: So if you look at him, it
5 will help a lot.

6 CHAIRMAN GONZALEZ: Basically you can
7 address us as why you are here. We know what we
8 have read, but we would like to hear it from
9 you.

10 DR. FUREY: Okay.

11 CHAIRMAN GONZALEZ: Why you are here
12 and proposing to remove the landmark from your
13 house.

14 DR. FUREY: Would it be appropriate if
15 I read the letter and paraphrased a little bit?

16 CHAIRMAN GONZALEZ: You can paraphrase,
17 that's basically fine.

18 DR. FUREY: That's, you know --

19 CHAIRMAN GONZALEZ: We read the letter.
20 We know the letter.

21 DR. FUREY: Thank you, Mr. Gonzalez,
22 board members. Nancy and are requesting to have

1 landmark status removed. We decided long before
2 the Village created historic districts to make
3 it landmark. We did this out of our desire to
4 raise awareness and create appreciation for
5 historic architecture at the height of the
6 teardown phenomenon in the 1990s. The historic
7 preservation ordinance was a voluntary ordinance
8 at the time. We were told designating our home
9 as a landmark was not binding as it could be in
10 other communities. We also were reassured we
11 could have this designation removed should we
12 change our minds.

13 We fully believed our decision
14 would help enhance not only our property but
15 actually the whole neighborhood. We are
16 fortunate east First Street had not seen major
17 changes to its housing stock in over 7 years.
18 Older homes like ours were still drawing, you
19 know, they were wanted.

20 However, recently we have seen our
21 streetscape change and the value of older homes
22 like ours has reduced. The 19th century home,

1 the home right across the street from us, the
2 kids played there as kids, was torn down and
3 it's been a vacant lot for a year. Another 19th
4 century home catty-corner to us has been on the
5 market for -- I don't know how long -- over two
6 years.

7 We are appealing now because eight
8 months ago -- We had a family. Nancy got
9 carcinoma of the esophagus, stage 3, it was
10 sudden and unexpected. We needed to have a home
11 sort of better suited to her needs and her
12 illness. We put our house on the market. And
13 our deep hope is always to sell the home to
14 someone who would restore it back to its
15 original luster. We love the place.

16 In the past six months, we have
17 spoken with two parties who would be interested
18 in purchasing and restoring the home. However,
19 they also indicated they don't have any interest
20 in purchasing the house with the current
21 landmark designation.

22 Our home is our largest single

1 asset. We find ourselves in a position where we
2 need to sell it in a reasonable time and real
3 estate agents and investors are requesting we
4 remove landmark status. We are concerned the
5 landmark status will increase the time our home
6 sits on the market, and we won't get as much for
7 it.

8 We plan to market the home and
9 highlight its historic value, its architect.
10 And we have no interest in marketing just for
11 the lot value, it goes against all we love and
12 value in our home. We are confident that since
13 our home is now located in the historic
14 preservation district the next owner will be
15 required to appear in front of the Hinsdale
16 preservation committee with any rehabilitation
17 plans. And the town will do what the
18 preservation ordinance intended, act as an
19 educational resource and provide guidance during
20 restoration from experts in their fields in our
21 lovely town's history. These recommendations
22 will be voluntary, not binding. And we think

<p style="text-align: right;">10</p> <p>1 this is what the original law intended.</p> <p>2 It's important for me to point out</p> <p>3 we haven't taken advantage of any potential tax</p> <p>4 savings by way of the landmark status. I will</p> <p>5 admit I'm very proud of the plaque that we have</p> <p>6 and a lot of pride in it. We've dearly loved</p> <p>7 our home for 46 years, hoping to find another</p> <p>8 owner who will restore it, and enjoy it as well.</p> <p>9 Thank you.</p> <p>10 CHAIRMAN GONZALEZ: Okay. Thank you.</p> <p>11 MR. PRISBY: Thank you.</p> <p>12 CHAIRMAN GONZALEZ: I have a number of</p> <p>13 questions because in the application if you --</p> <p>14 Okay. Since you are claiming financial</p> <p>15 hardship, there is going to be some sensitive</p> <p>16 questions the board needs to be answered. They</p> <p>17 are sensitive. I apologize, but we need to ask.</p> <p>18 So I'm going to ask a question.</p> <p>19 You can stand right here, fine.</p> <p>20 DR. SCHULTZ: Papa, I can tell you what</p> <p>21 he's saying. We will tell you. I can tell you</p> <p>22 what he's saying. No problem.</p>	<p style="text-align: right;">12</p> <p>1 enhance your ability to sell your home? You can</p> <p>2 answer that.</p> <p>3 DR. SCHULTZ: Can we have --</p> <p>4 MR. SCHULTZ: I'll do it. Let me</p> <p>5 answer that for you. I think he's not going</p> <p>6 to --</p> <p>7 Just to help him out, I'm his</p> <p>8 son-in-law, Bob Schultz, former trustee. The</p> <p>9 letter is pretty clear, the market would be much</p> <p>10 stronger without the landmark designation. And</p> <p>11 that's why we are seeking to remove it.</p> <p>12 CHAIRMAN GONZALEZ: So by simply</p> <p>13 removing it, you believe it's going to be more</p> <p>14 value; is that it?</p> <p>15 MR. SCHULTZ: Yes, absolutely. And</p> <p>16 it's more marketable.</p> <p>17 CHAIRMAN GONZALEZ: More marketable.</p> <p>18 MS. KENNA: Yes, more marketable.</p> <p>19 DR. SCHULTZ: Do you want our Realtor</p> <p>20 to comment? She's here.</p> <p>21 MS. KENNA: We are having a tough time,</p> <p>22 anyone, selling --</p>
<p style="text-align: right;">11</p> <p>1 He says because it's for financial</p> <p>2 hardship he's going to have to ask you some</p> <p>3 sensitive questions.</p> <p>4 CHAIRMAN GONZALEZ: Okay. We have a</p> <p>5 list. Okay. I will begin, and I will speak as</p> <p>6 slowly as I can.</p> <p>7 DR. SCHULTZ: It would have been nice</p> <p>8 to have that list prior to the meeting, but go</p> <p>9 ahead.</p> <p>10 DR. FUREY: I'm sorry.</p> <p>11 CHAIRMAN GONZALEZ: Okay.</p> <p>12 DR. SCHULTZ: We have a letter from</p> <p>13 the --</p> <p>14 MR. PRISBY: I haven't seen this.</p> <p>15 CHAIRMAN GONZALEZ: I wrote the list.</p> <p>16 It's a personal list.</p> <p>17 DR. SCHULTZ: Oh, okay.</p> <p>18 CHAIRMAN GONZALEZ: So basically it's a</p> <p>19 standard that commissioners work with.</p> <p>20 So, okay, what relief or latitude</p> <p>21 would you expect to receive if the landmark was</p> <p>22 re-sited and how do you perceive that this would</p>	<p style="text-align: right;">13</p> <p>1 MR. SCHULTZ: We have a letter from our</p> <p>2 Realtor that also explains that.</p> <p>3 CHAIRMAN GONZALEZ: Okay. Well, we may</p> <p>4 have questions with the Realtor, too.</p> <p>5 The other question is -- Okay.</p> <p>6 This is about financial question. Is it correct</p> <p>7 that both of you, Mr. and Mrs. Furey, were</p> <p>8 practicing physicians for approximately or over</p> <p>9 40 years before retiring; correct?</p> <p>10 MR. SCHULTZ: That's correct. I have</p> <p>11 no idea what that would have to do with</p> <p>12 anything.</p> <p>13 CHAIRMAN GONZALEZ: Well, I'm asking</p> <p>14 the question and you answered. If you choose</p> <p>15 not to answer, it's okay.</p> <p>16 MR. SCHULTZ: Okay. Okay.</p> <p>17 DR. SCHULTZ: Papa, he wants to know if</p> <p>18 you practiced as a physician for the last</p> <p>19 40 years. It's important to his decision. Did</p> <p>20 you and Nancy practice as physicians?</p> <p>21 MR. SCHULTZ: Yes, they did.</p> <p>22 CHAIRMAN GONZALEZ: Yes. Okay.</p>

<p style="text-align: center;">14</p> <p>1 DR. FUREY: I just retired because of</p> <p>2 her illness after 50 years of practice.</p> <p>3 CHAIRMAN GONZALEZ: I understand, sir.</p> <p>4 Is it accurate that among your real</p> <p>5 estate holdings you own a farmhouse in</p> <p>6 Pennsylvania and a summer home in Wisconsin as</p> <p>7 well as the Hinsdale residence at 244?</p> <p>8 DR. FUREY: That's true.</p> <p>9 CHAIRMAN GONZALEZ: Okay. Does your</p> <p>10 current home in Hinsdale have a mortgage?</p> <p>11 DR. FUREY: No.</p> <p>12 CHAIRMAN GONZALEZ: Okay. Have you</p> <p>13 considered a reverse mortgage being explored to</p> <p>14 free up cash?</p> <p>15 MR. SCHULTZ: That's absolutely not a</p> <p>16 question -- The property taxes are \$40,000 a</p> <p>17 year on this home, and the home is not really</p> <p>18 practical for them to live in at their age. So</p> <p>19 a reverse mortgage has absolutely nothing to do</p> <p>20 with the conversation.</p> <p>21 CHAIRMAN GONZALEZ: Has a best effort</p> <p>22 been put forth to try and sell the home? And if</p>	<p style="text-align: center;">16</p> <p>1 CHAIRMAN GONZALEZ: Has a teardown</p> <p>2 scenario for the home been --</p> <p>3 DR. SCHULTZ: No.</p> <p>4 MR. SCHULTZ: No.</p> <p>5 CHAIRMAN GONZALEZ: Okay.</p> <p>6 DR. SCHULTZ: He's asking have you, has</p> <p>7 a teardown request been investigated or</p> <p>8 contemplated.</p> <p>9 DR. FUREY: I certainly don't --</p> <p>10 DR. SCHULTZ: No, again.</p> <p>11 CHAIRMAN GONZALEZ: Okay.</p> <p>12 DR. FUREY: No. I have not wanted --</p> <p>13 That's one of the things we don't want, you</p> <p>14 know, it's clear.</p> <p>15 CHAIRMAN GONZALEZ: Okay. Understood.</p> <p>16 Okay. Here is another one. Is the applicant</p> <p>17 and/or its heirs aware of or a party to any</p> <p>18 agreement or arrangement, whether verbal or in</p> <p>19 writing, to sell the home in its present</p> <p>20 condition?</p> <p>21 DR. SCHULTZ: I'm sorry. I can't even</p> <p>22 really understand your question.</p>
<p style="text-align: center;">15</p> <p>1 so, please list what that effort consisted of.</p> <p>2 In other words, what kind of MLS listing?</p> <p>3 MR. SCHULTZ: As our real estate</p> <p>4 agent -- We marketed the home primarily in the</p> <p>5 private MLS network.</p> <p>6 DR. SCHULTZ: He's asking how you sold,</p> <p>7 how you put the house on the market.</p> <p>8 MR. SCHULTZ: And due to Nancy's</p> <p>9 illness where the property really couldn't be</p> <p>10 shown, and she was receiving medical attention.</p> <p>11 We have also contacted all of the people that</p> <p>12 have rehabbed and developed homes in the area</p> <p>13 that would be looking at a project that large.</p> <p>14 It's not that many. Two have come forward and</p> <p>15 talked with us about price and options. And</p> <p>16 both of them are interested to this day. They</p> <p>17 just, however, are not interested at any price</p> <p>18 with any landmark designation.</p> <p>19 CHAIRMAN GONZALEZ: Okay. Here is a</p> <p>20 question, another. Has a teardown scenario been</p> <p>21 investigated or contemplated?</p> <p>22 MR. SCHULTZ: Has a teardown --</p>	<p style="text-align: center;">17</p> <p>1 MR. SCHULTZ: What's your question?</p> <p>2 DR. SCHULTZ: So there is no hope he</p> <p>3 will.</p> <p>4 CHAIRMAN GONZALEZ: Okay. Okay.</p> <p>5 DR. SCHULTZ: Can you slow down? I</p> <p>6 just can't understand you.</p> <p>7 DR. FUREY: Oh, I'm sorry.</p> <p>8 CHAIRMAN GONZALEZ: No, no, no. I'll</p> <p>9 slow down. That's fine. I'll repeat it.</p> <p>10 The question is basically is the</p> <p>11 applicant or its heirs aware of or a party to</p> <p>12 any agreement to, arrangement, whether verbal or</p> <p>13 in writing, to sell the home? In other words,</p> <p>14 it's going to be passed on to an heir of some</p> <p>15 sort if it's sold?</p> <p>16 MR. SCHULTZ: No.</p> <p>17 DR. SCHULTZ: No.</p> <p>18 CHAIRMAN GONZALEZ: Okay. All right.</p> <p>19 This is a clause from the Historic Preservation,</p> <p>20 and I'm just going to read it. The Historic</p> <p>21 Preservation Section 14-5-2, No. 11, "Demolition</p> <p>22 should not be permitted if a structure,</p>

<p style="text-align: center;">18</p> <p>1 building, or site is economically viable in its 2 present condition or could be economically 3 viable after completion of appropriate 4 alteration and even if demolition would permit a 5 more profitable use of such site." That's from 6 chapter 5, title 14, Historic Preservation. 7 This is a comment. This is just to 8 give you a sense of how the board, how we 9 perceive various property. 10 Does anybody else have a question 11 here? 12 MS. D'ARCO: I just have a question 13 about the effort that's been made to sell the 14 home. I'm a Realtor myself as well. And I've 15 looked on MLS in the private listing, and there 16 is very limited information on the condition of 17 the house, pictures. There is a price and a 18 very, you know, brief description. 19 But when I think of marketing a 20 property, I think of putting it out to the 21 public. And with all due respect, I understand 22 that there has been health concerns at home.</p>	<p style="text-align: center;">20</p> <p>1 torn down. And we did not approve that as is, 2 and it's now being worked with. It's just -- 3 MR. SCHULTZ: Well, you will still have 4 that same protection where whoever buys the 5 house, if they do decide to tear it down, they 6 will have to come here. 7 MS. D'ARCO: They don't. Not without 8 the landmark -- 9 MR. SCHULTZ: They will still have to 10 come here before they do anything. 11 MS. D'ARCO: They will still have to 12 come to us. 13 MR. SCHULTZ: Yes. 14 MS. D'ARCO: But then our purview at 15 that point is purely advisory. 16 MR. SCHULTZ: Yes. 17 MS. D'ARCO: We cannot prevent a 18 teardown. 19 MR. SCHULTZ: Yes. They will also 20 have -- 21 MS. D'ARCO: The only way we can secure 22 no teardown is by having that landmark status in</p>
<p style="text-align: center;">19</p> <p>1 MR. SCHULTZ: So you being a Realtor, 2 let me ask this question, do you believe that 3 the house with the landmark designation would 4 sell for less or more money? Do you believe 5 that that would -- I mean you see this market 6 today and the house kitty-corner. 7 MS. D'ARCO: You know, right. So it -- 8 And I will say it depends, right? It depends on 9 the condition of the house. Because there is 10 definitely homes that have sold in the area that 11 are being renovated as we speak. 12 Even, you know, the house next to 13 420, the Zoberis' house at 430 was a beautiful 14 renovation and restoration. On First -- 15 MS. KENNA: A great one behind it on 16 Third Street that have been done. Tons of 17 potential for it. 18 MS. D'ARCO: So it's definitely 19 possible, and there is buyers for it. We have 20 the property at 120 East Fifth Street that 21 actually came before the Commission, and it 22 wasn't even landmarked, to be requested to be</p>	<p style="text-align: center;">21</p> <p>1 place. And that's where, that's where it 2 becomes the problem. 3 MS. KENNA: You know, can I answer a 4 couple questions real quick. 5 MR. SCHULTZ: Sure. 6 MS. KENNA: In terms of the marketing, 7 we have been very sensitive to the situation 8 that's at the house. And it's not in a position 9 where we wanted to go in and take the interior 10 photos. And you as a Realtor understand that 11 your first -- You have to have the best photos 12 available if you are going to hit the MLS. 13 That's the first place somebody is going to 14 judge your house is by what they see with the 15 photos. So we are not in a position to have 16 been able to do that. So it's been just in the 17 private, it's been just by word of mouth in 18 terms of contacting those that we know locally 19 have done it. The comments have been that they 20 don't wish to do it. And the reason they don't 21 wish to move forward with purchasing is because 22 of the binding aspect.</p>

1 Whereas we discussed in the
2 previous case, you know, is it up to you to
3 decide what they want to do in terms of their
4 color or their stone. People are, they are not
5 going to buy something if they don't have a say
6 in what they are going to do with that home. So
7 that's where we have come up against a brick
8 wall in terms of resale. So it's not even the
9 value, it's truly how do we find somebody who is
10 willing to move forward if they have no say in
11 what they can do on their home. It's not going
12 to be up to them. It's up to you.

13 MS. D'ARCO: Well, they, but they --
14 We have had several homeowners come to us with
15 proposed changes to their historical homes. And
16 we have agreed to make modifications.

17 DR. SCHULTZ: Are they landmarked?

18 MS. KENNA: But that was a -- Were
19 those binding? Were those with landmark status?

20 DR. SCHULTZ: Because your preservation
21 commissioner's home isn't even landmarked.

22 MS. D'ARCO: Yes, we actually did.

1 There is a home on First Street.

2 DR. SCHULTZ: Sandy, is your home
3 landmarked?

4 MS. WILLIAMS: No.

5 DR. SCHULTZ: No. Yes, of course.

6 MS. WILLIAMS: It wouldn't qualify.

7 DR. SCHULTZ: Oh, yes, it would.

8 MS. KENNA: And one of those that did
9 come before the board with a landmark status is

10 one that has said they will not, don't wish to
11 move forward because of the experience.

12 MS. D'ARCO: I understand. I
13 understand. That's a particular --

14 DR. SCHULTZ: Those are the two
15 buyers --

16 MR. SCHULTZ: Let's not confuse the
17 point. The next buyer of the house, I think
18 that there will be a very good chance that they
19 will come back to this committee and ask to
20 landmark the home themselves because they could
21 take advantage of the tax, if they were to spend
22 X amount of money, which they will be spending

1 in excess of --

2 MS. D'ARCO: Then why would they want
3 to unlandmark the home?

4 MR. SCHULTZ: Because it's done on the,
5 there is no cloud on the title. It's their
6 choice. They can look at it and see when they
7 are done or whatever.

8 MS. D'ARCO: Well, see, I actually, I
9 think that to be honest -- and maybe this is
10 lack of education and maybe we need to educate
11 more people on it -- but the tax freeze would
12 apply to --

13 MR. SCHULTZ: We understand that.

14 MS. D'ARCO: -- and if it's --

15 MR. SCHULTZ: But right now the taxes
16 are \$40,000 so a freeze doesn't do us any good.

17 MS. D'ARCO: But so I'm not sure what
18 condition of the home is and how much work needs
19 to be done. But I mean if, if the cost to
20 rehabilitate is 25 percent of the assessor's
21 market value, you are going to get that --

22 MR. SCHULTZ: And that would be

1 someone's freedom to choose if they would want
2 to do that.

3 MS. D'ARCO: But it's actually a
4 benefit.

5 MR. SCHULTZ: It is a benefit.

6 MS. D'ARCO: Right. To the buyer. And
7 marketing --

8 MR. SCHULTZ: And we hope they are
9 going to take advantage, and we are going to try
10 to market it that way. But right now everyone
11 that we have talked to tells us it's the highest
12 and best use would be to remove the landmark
13 status; and based on their financial position,
14 that's what we need to do. And that's why we
15 are here.

16 MS. D'ARCO: Right. It's a tough
17 position because I understand what's going on.

18 DR. FUREY: I'm up because I don't hear
19 well.

20 MS. D'ARCO: No, that's okay. I
21 understand the sensitivities.

22 DR. FUREY: My thing is the home is --

1 It's still lovely.

2 MS. D'ARCO: Right.

3 DR. FUREY: We find it absolutely
4 beautiful. It's just the young buyer now wants
5 central air and a number of things that just
6 aren't part of our --

7 MS. D'ARCO: Right. I understand.

8 DR. FUREY: We had a couple of --

9 DR. SCHULTZ: Nothing has been updated
10 since 1971 if that gives you an idea.

11 DR. FUREY: All the repairs, we never
12 minded it.

13 MS. D'ARCO: Right.

14 DR. SCHULTZ: The bed sheets of mine
15 are still in there. So it's no central heat, no
16 central air. All the windows are original.
17 There is -- The bathrooms are the same
18 bathrooms. It's from --

19 MS. D'ARCO: But, see, I would think
20 that that is actually for the next buyer. There
21 is a lot to benefit --

22 MR. SCHULTZ: Okay. Do you want to buy

1 it?

2 MS. D'ARCO: I would. I honestly
3 would.

4 MR. SCHULTZ: I can show it to you
5 tomorrow.

6 MS. D'ARCO: I'm just saying there is a
7 market.

8 DR. SCHULTZ: Janice, if you want to go
9 see what we are talking about, you are welcome
10 to if you need that to make your decision.

11 DR. FUREY: The house next door to me
12 is not landmark status.

13 DR. SCHULTZ: But the house, it would
14 require a complete --

15 DR. FUREY: Isn't that right, the house
16 next door to me is not landmarked?

17 DR. SCHULTZ: Yes. The house next door
18 to you. Mr. Bohnen's house is not landmarked.

19 DR. FUREY: Yes. The Chairman,
20 Mr. Bohnen's.

21 MS. KENNA: One of the things, too, is
22 like --

1 DR. SCHULTZ: It's the hypocrisy in all
2 of this.

3 MS. KENNA: -- even the condition of
4 the house is such that somebody coming in to do
5 the rehab, it would be extremely extensive, what
6 would need to be done; and it could be done and
7 it would be phenomenal. But because they don't
8 know if their ideas would be approved, they are
9 not willing to take the risk to say, Okay, I'm
10 going to go ahead and buy it.

11 MS. D'ARCO: So I mean our mission is
12 to preserve historical homes.

13 MS. KENNA: Right.

14 MS. D'ARCO: And that is first and
15 foremost what we try to do, right?

16 MS. KENNA: Right.

17 MS. D'ARCO: I think by removing
18 landmark status on such a significant home in
19 the Historic District we are basically giving
20 that option away to tear it down, which can
21 happen because we are seeing it happen all
22 throughout town.

1 MS. KENNA: It could. Absolutely.

2 MS. D'ARCO: And then there would be no
3 point in the Preservation Commission existing.

4 MR. SCHULTZ: If this --

5 MS. D'ARCO: Right. But if we're just
6 going to landmark and unlandmark, landmark and
7 unlandmark because somebody doesn't like it;
8 right?

9 MS. KENNA: The landmark in this
10 situation I think was also given, as Dr. Furey
11 has stated, under different conditions, they
12 interpreted it.

13 DR. SCHULTZ: So that's a really
14 good -- Well, Janice, I actually -- My father
15 pointed out as soon as we sat down, the last
16 time he was in this room was in the late 1990s
17 when I was a young mom. And my young mom
18 girlfriends, Kim Beard, Andrea Burrige, Tricia
19 Enright, Tory Mortimer, and Pat Bruder, and I,
20 all came before this Commission with little
21 kids -- Jimmy wasn't even born if I recall --
22 and appealed before -- you guys didn't exist --

1 but the Board of Trustees.

2 And we asked that we get an
3 historic preservation ordinance and an Historic
4 Preservation Commission established. Because
5 we, most of us grew up in the town, and we had
6 seen these homes being torn down. Kim was our
7 local attorney, not practicing, just a mom, who
8 made our organization a 503(c). We were the
9 Hinsdale Heritage and Architecture Society. And
10 we had Zook coloring books, Zook walks. My
11 mother tirelessly put together all of these
12 pamphlets. And we had major educational fronts
13 that we did 20 years ago to try to stem the tide
14 on all the teardown phenomenon that was going
15 on. And so it's just unintended consequences
16 that here we are 20 years later, my mother and
17 father, because it was a voluntary ordinance and
18 a nonbinding decision, and that is why they
19 landmarked their home, to try to encourage other
20 people to do the same.

21 Fast forward, 2003, 2008, when I
22 served on this Commission with Frank Gonzalez

1 and -- what's her name -- Jean Follett was our
2 commissioner and Kim Stevens were the people
3 that were leading the Commission. That is what
4 the Commission did was it would advise people
5 like Carrie to say, Hey, looking on the
6 streetscape, brick or stone would be perfectly
7 acceptable things that would fit in. That was
8 the whole purpose of this was to educate people
9 to try to get them to do more historically
10 sensitive renovations.

11 When this Commission -- and we
12 didn't know this happened -- became, put
13 historic preservation districts into place,
14 apparently -- and the attorney could help me out
15 here -- but I think that is when our voluntary
16 local landmark that we did back in before it was
17 a voluntary ordinance became a binding landmark
18 because it was a local landmark within a
19 historic district. We didn't even -- I didn't
20 even know. My father, we can ask him, but I'm
21 sure he will say he didn't. But I can go
22 through that if you would like -- But we didn't

1 know that even happened.

2 The first time we understood that
3 the landmark that was voluntary from the old
4 ordinance was different was when the neighbors,
5 our neighbors, the Kellys, sold the home. They
6 came before you guys, did a beautiful remodel of
7 the coach house that was for this home. They
8 are the ones that let us know that, no,
9 something, it's a big change. Your home is now
10 a landmark and it's all binding. Nothing can be
11 done without strict, more strict approval. That
12 is how all of this came about.

13 It was after my mom got sick when
14 we started to talk about putting the house on
15 the market. We started to talk to builders who
16 we knew did a wonderful job restoring, and then
17 we learned that this whole thing was just an
18 unintended consequence of all of the right
19 reasons why you are here. You guys are here
20 because of the work that we did 20 years ago to
21 try to get this into our town and the wonderful
22 work Sandy Williams did with the historic

1 commission, the historic society.

2 So I just think that's the
3 background on all of this. We get all of this.
4 They have not updated the home. It would be an
5 absolute stellar if somebody has the money to
6 come and do this, that would be amazing, I
7 agree.

8 But I think it speaks volumes that
9 your own Historic Preservation Commission
10 chairman's home is not landmarked. I think
11 there is one person on your board whose home is
12 landmarked. And yet, you are going to dictate
13 all of this for my parents? It's quite
14 upsetting.

15 MR. SCHULTZ: It's supposed to be
16 voluntary. In the last removal that was done, I
17 believe, it was from the Barrows' house.

18 DR. SCHULTZ: That's right, the
19 Barrows'.

20 MR. SCHULTZ: When that was brought to
21 the board, I believe the final vote was done
22 by --

1 DR. SCHULTZ: Bill Harlow.
 2 MR. SCHULTZ: Bill Harlow. And Bill
 3 said, We have to allow this to be removed
 4 because --
 5 MS. D'ARCO: Was this financial
 6 hardship?
 7 MR. SCHULTZ: No. This was just they
 8 didn't even have the clause at the time. This
 9 is just because they wanted to remove it. They
 10 didn't feel it was necessary and would hurt the
 11 value of their home.
 12 MS. D'ARCO: What year? It's before my
 13 time so I can't --
 14 MR. SCHULTZ: It was I think in '14,
 15 2014.
 16 DR. SCHULTZ: And they didn't have to
 17 prove hardship. They just said the streetscape
 18 changed.
 19 MR. SCHULTZ: Mr. Harlow made a really
 20 good point with that vote. He said, If we don't
 21 allow this, no one is ever going to want to
 22 landmark their house in Hinsdale if we are not

1 going to allow them to remove it.
 2 MS. D'ARCO: Then there is no point of
 3 doing it.
 4 MR. SCHULTZ: There absolutely is.
 5 MR. PRISBY: Why do it?
 6 MS. D'ARCO: Why do it?
 7 MR. SCHULTZ: Well, I guess then --
 8 DR. SCHULTZ: That's a good question,
 9 why do it.
 10 MR. SCHULTZ: Because people want to.
 11 MS. D'ARCO: People do it because they
 12 don't want those homes to be torn down if they
 13 get sold or passed on.
 14 MR. SCHULTZ: That's our decision to
 15 make.
 16 MS. KENNA: That's the issue and he's
 17 saying that decision was not understood.
 18 DR. SCHULTZ: That was not a decision.
 19 MS. D'ARCO: That was a voluntary
 20 decision, right?
 21 DR. SCHULTZ: He's got to go. Is there
 22 somebody, do you have anymore questions for him?

1 DR. FUREY: I have to excuse myself.
 2 And thank you very much, I've got to meet that
 3 lady about the esophageal cancer. It's one of
 4 the first things.
 5 MR. PRISBY: Thank you for coming.
 6 CHAIRMAN GONZALEZ: Thank you for
 7 coming.
 8 MR. SCHULTZ: So here we are. You
 9 know, there is no doubt, I have been involved
 10 with the real estate market for 20 years, and
 11 I'm fully aware that it's much more difficult to
 12 sell the house the way it is; and we do need to
 13 sell the house.
 14 MS. D'ARCO: It is. And I agree there
 15 are challenges to selling a home that's, A,
 16 older, much less landmarked.
 17 MR. SCHULTZ: Absolutely.
 18 MS. D'ARCO: I get that but it does
 19 happen. And I think that there are -- And just
 20 from what I have seen, there is not even a
 21 picture of the front of the house on the private
 22 listing, there is just no picture. There is no

1 picture.
 2 MS. KENNA: I could have it up there
 3 tomorrow.
 4 MS. D'ARCO: Well, I know. But I'm
 5 saying up to this point there hasn't.
 6 MS. WILLIAMS: Well, it hasn't been up
 7 there, and that's the point.
 8 MR. SCHULTZ: We have gotten production
 9 on it and people aren't aware --
 10 MS. WILLIAMS: The marketing effort, it
 11 doesn't seem to be there.
 12 MS. D'ARCO: Just understand from our
 13 side what we are looking at.
 14 MR. SCHULTZ: I understand. But we
 15 don't have another year to sit on the market.
 16 They don't have another year. They need to sell
 17 their home. Okay? We need, you know, and
 18 that's why we are here tonight.
 19 MS. D'ARCO: I understand. I really
 20 wholeheartedly understand.
 21 MR. SCHULTZ: So if we spend another
 22 year marketing and nothing happens and then we

1 come back here again, we don't have that year.

2 We can't afford that.

3 DR. SCHULTZ: And we have the
4 observation of all the other historic homes that
5 have sat on the market for several years, as
6 your example. I don't know why you need my
7 parents to go through that.

8 MS. D'ARCO: I mean it's not our goal
9 to have your parents go through any hardship.
10 And I think --

11 MR. SCHULTZ: And that's why there is a
12 hardship clause.

13 DR. SCHULTZ: The hardship question is
14 what we are addressing.

15 MS. D'ARCO: My only point is that the
16 property itself hasn't been marketed to its
17 fullest. And I think there is, that's the only
18 comment I will make at this point because I'm
19 just seeing what I see.

20 DR. SCHULTZ: To market it to its
21 fullest --

22 MS. D'ARCO: And I think in order to --

1 MR. SCHULTZ: But what you're saying,
2 though --

3 MS. D'ARCO: -- get a greater reach in
4 the market beyond those two folks that have come
5 to you during this time. It's been on the
6 market since September so it didn't just go on
7 yesterday. It's been on the market since
8 September.

9 DR. SCHULTZ: My mother was diagnosed
10 in February.

11 MS. D'ARCO: I understand.

12 DR. SCHULTZ: And so, you know, that
13 was four months of chemo, radiation. You can't
14 move somebody when they are doing that. We
15 couldn't clean out the house to get pictures.
16 We finally got them to make a decision that she
17 is too weak to climb stairs and do these things.
18 We know neither one of them needs to be in a
19 home like this anymore.

20 MR. SCHULTZ: And regardless of the
21 marketing, there is no doubt -- I mean we are
22 looking, we need to sell it at its highest and

1 best use for financial hardship, plain and
2 simply stated. We have a letter from the
3 attorney that has performed their estate work.
4 So we do need to get the highest and best dollar
5 for the house. And there is no doubt as a
6 Realtor you must know that --

7 DR. SCHULTZ: How much for --

8 MR. SCHULTZ: -- how do you get it, you
9 get the highest and best dollar without any
10 landmark status. You are certainly not going to
11 get more with --

12 MR. MALINA: Everybody has got to be
13 taken down.

14 MS. KENNA: We truly have reached out
15 to, in particular, those who have done a lot of
16 the renovation work around here, as well as
17 then, honestly, even through us as a builder.
18 We have people come to us and call us, Hey, we
19 want to renovate or build. You know, I have
20 presented this to many, many people, and they
21 have said no.

22 So it's they, in particular, have

1 spoken to a few people. I have through the
2 marketing that we do in our conversations, as we
3 go through, have spoken to many people. And
4 with that landmark status, somebody won't make
5 the commitment because they don't know if they
6 need to cut off the back end of the house to --
7 Because the kitchen is back there. They really
8 do need to do extensive work. And my vision is
9 they maybe have to take that back end off. But
10 they don't know if it's going to be approved,
11 they have no control over it. Without that
12 control, someone doesn't wish to make that
13 commitment to it.

14 MS. WILLIAMS: The home is still in a
15 historic district.

16 MR. SCHULTZ: Yes.

17 MS. WILLIAMS: So you would have to get
18 a Certificate of Appropriateness.

19 MR. SCHULTZ: That's exactly right.

20 MS. WILLIAMS: That's exactly what you
21 are saying.

22 MR. SCHULTZ: Yes.

1 MS. KENNA: Right. That's absolutely
2 right.

3 MS. WILLIAMS: So the fact that it is
4 landmarked should make no difference when it
5 comes to that.

6 MS. KENNA: Oh, it's a huge difference
7 because you can -- Actually, with the way it's
8 been presented to us is that with the landmark
9 status, if they come to you with a set of plans,
10 similar to what we did earlier, you could say,

11 No, you can't do that, you have to put that
12 brick or that stone on. That's our
13 understanding is that, what you have the right
14 to dictate how someone should do that
15 renovation. And minimum on the exterior is my
16 understanding, not necessarily interior.

17 MR. MALINA: Correct.

18 MS. KENNA: But this will need some
19 exterior renovation work done. So because they
20 don't have control over that decision, that's
21 where we have gotten the pushback.

22 MR. PRISBY: But a lot of times those

1 cases it's to preserve the historic nature of
2 the exterior. So it's not so much, well, we
3 want to replace this stone with a different
4 stone.

5 MR. SCHULTZ: We agree.

6 MS. KENNA: We agree and we understand
7 that. It's like trying to sell a house that's
8 on the highway. It doesn't bother that person
9 but --

10 MR. SCHULTZ: We agree. I mean we need
11 to sell the house, and we know that to sell the
12 house in a -- The house that's kitty-corner has
13 been on the market two years. And the only
14 offer they got was for the land. They didn't
15 take it, I think they have rented the house now.
16 We have a vacant lot across the street. We need
17 to be able to --

18 DR. SCHULTZ: Carl Weber's house was
19 torn down.

20 MR. SCHULTZ: Yes. The house two over
21 was torn down. And we don't plan to market the
22 house as a teardown.

1 MS. D'ARCO: I know you don't, but it
2 doesn't mean it won't happen.

3 MR. SCHULTZ: It might.

4 MS. D'ARCO: Once that landmark status
5 is lifted, it's open game. Even if they come to
6 us, there is no protection.

7 MR. SCHULTZ: That's fine. I
8 understand that. But we need to sell the house,
9 though. And we can't afford not to sell the
10 house.

11 MS. WILLIAMS: And our job is to
12 preserve the most significant historic buildings
13 in the Village of Hinsdale and this is without a
14 doubt one of those.

15 MR. SCHULTZ: That's for you.

16 MS. WILLIAMS: That is our job. And
17 maybe your job is more aggressive marketing.
18 Maybe your job is better pricing. The
19 importance of saving these homes is why we are
20 here. The entire Village with your help rose up
21 to establish this Commission.

22 DR. SCHULTZ: How many more people,

1 though, Sandy, are going to landmark their home?

2 MR. SCHULTZ: If you are not going to
3 let us remove ours, who is going to landmark
4 their home.

5 DR. SCHULTZ: Do you know what I mean?
6 So I would like to buy a home, I will let you
7 know, I love older homes. Our next home is
8 going to be an older home I plan to restore.
9 And then I probably will landmark it for tax
10 break purposes.

11 MS. WILLIAMS: Exactly. There are
12 benefits.

13 DR. SCHULTZ: And that's a wonderful
14 thing. This is not -- We are not in this
15 position now with this house. We are talking
16 about a financial hardship. And you are locking
17 somebody in who is already in an historic
18 district. And with the right people that really
19 want to come in and do the right thing and
20 restore this home, I think they will do a bang-
21 up great job. I mean you are putting them in a
22 position where --

1 MS. WILLIAMS: Then you need to work a
2 little harder, perhaps.

3 MR. SCHULTZ: I think that's really
4 easy to say when it's not your money.

5 MS. WILLIAMS: No, I mean there are no
6 photos of the house. There are no details of
7 the house.

8 MR. SCHULTZ: I understand that but --

9 MS. WILLIAMS: We don't even know it's
10 for sale.

11 DR. SCHULTZ: How do you not know? The
12 whole Village knows it's for sale.

13 MR. SCHULTZ: It's for sale. We have
14 told everyone. I mean it's --

15 MS. D'ARCO: No. But say someone in
16 Chicago who wants to buy a historic home in
17 Hinsdale wouldn't be aware of it unless they are
18 directly --

19 MR. SCHULTZ: If they talked to any
20 agent out here, they would be aware of it.

21 MS. D'ARCO: Because it's not on the --
22 I'm sorry?

1 MR. SCHULTZ: If they talked to any,
2 you know, the larger agents out here would be
3 aware of it. Most of them walked through it.

4 DR. SCHULTZ: Yes.

5 MS. D'ARCO: Someone in New York who is
6 moving to, transferring to the Chicago area. I
7 guess what I'm just trying to say is I don't
8 feel like there is a --

9 MS. KENNA: We do, without question, do
10 that. And they have asked us specifically that
11 the marketing be such that they wanted to rehab,
12 they do not want it torn down.

13 MR. SCHULTZ: We have some unique
14 circumstances with my mother-in-law's illness
15 that we -- We have a hardship here, and that's
16 what we are asking you for is help with our
17 hardship. If we didn't have this, we wouldn't
18 be here tonight.

19 MS. D'ARCO: I guess, well, we haven't
20 seen any documentation to back the financial
21 hardship.

22 MR. SCHULTZ: There is a letter from

1 our attorney that was from Dr. Furey's attorney
2 that states that it is a financial hardship
3 based on his review of their income and assets
4 and everything. So that was in your packet.

5 MS. D'ARCO: I know. No, I saw that.
6 But that there is --

7 MR. SCHULTZ: But I don't think the
8 numbers are absolutely --

9 MS. D'ARCO: How far are you guys --

10 MR. SCHULTZ: I mean as a trustee who
11 was on the board for four years, we have never
12 asked for anything more than that. I mean if
13 you are not going to believe the attorney.

14 MS. D'ARCO: No, I --

15 MR. MALINA: You have got to let the
16 court reporter -- One at a time.

17 MR. SCHULTZ: So are you saying you
18 don't believe the information we have given you?

19 MS. D'ARCO: Oh, no.

20 MR. SCHULTZ: I mean what is it?

21 MS. D'ARCO: We wholeheartedly do and I
22 really, with all due respect, understand the

1 situation. But to Sandy's point, and I can't
2 speak for everybody here, but our job is to
3 preserve these homes and I understand --

4 MR. SCHULTZ: Then why have a hardship
5 clause if you don't believe in it.

6 MS. D'ARCO: Well, I don't know, that I
7 think that's something that legally would need
8 to be addressed with that I don't know.

9 MR. MALINA: Well, the hardship
10 provision was something added by the board in
11 2014. And it sort of recognized the idea that
12 the landmark is mandatory and that you don't
13 just have a right to suddenly decide it's not a
14 landmark. And it sort of created an extra way
15 in certain cases for somebody to present
16 evidence of a significant and continuing
17 financial hardship that affects the ability of
18 the owner to adequately maintain the structure,
19 building, or site.

20 So the way it's drafted, it
21 presumes that the owner actually is probably
22 going to continue to live there. Because if you

<p style="text-align: right;">50</p> <p>1 are selling it, you don't need to maintain it.</p> <p>2 But if the buyer has the wherewithal to maintain</p> <p>3 it, then there is no hardship.</p> <p>4 I mean so I would say that in a</p> <p>5 case where, like in a zoning case where you are</p> <p>6 denying somebody's ability, say, to have a</p> <p>7 variation or to get something they want to do</p> <p>8 with their property, the fact that it negatively</p> <p>9 affects them economically is not a hardship.</p> <p>10 And the fact that you are not getting the</p> <p>11 absolute highest and best price you can, that's</p> <p>12 not a hardship. It's got to significantly</p> <p>13 affect the ability to get a reasonable rate of</p> <p>14 return on a property to be a hardship in that</p> <p>15 context under the --</p> <p>16 MR. SCHULTZ: I mean the two people who</p> <p>17 are interested in buying the house will not buy</p> <p>18 it at any price.</p> <p>19 CHAIRMAN GONZALEZ: No. There must be</p> <p>20 a price. And this is the way I would look at</p> <p>21 it. Excuse me.</p> <p>22 DR. SCHULTZ: You're right. There is a</p>	<p style="text-align: right;">52</p> <p>1 But I don't know. There is no</p> <p>2 sense of us understanding --</p> <p>3 MR. SCHULTZ: And the real estate</p> <p>4 professionals that we have talked with and dealt</p> <p>5 with have all agreed, and that's why we are here</p> <p>6 tonight.</p> <p>7 DR. SCHULTZ: So we have a real estate,</p> <p>8 you have comps right here.</p> <p>9 MR. SCHULTZ: I mean I don't know, you</p> <p>10 know --</p> <p>11 CHAIRMAN GONZALEZ: When you say you</p> <p>12 have comps, are you basing that on square</p> <p>13 footages?</p> <p>14 DR. SCHULTZ: We are looking at the --</p> <p>15 Square footages?</p> <p>16 CHAIRMAN GONZALEZ: And what I mean --</p> <p>17 DR. SCHULTZ: What's your comp, Carrie?</p> <p>18 MS. KENNA: I mean, well, you could</p> <p>19 look at, you know what I mean, wherever you go</p> <p>20 into there, you have to look at similar houses.</p> <p>21 You can go to 120 East 5th Street, you know, 722</p> <p>22 South Park we just sold. I mean those are in</p>
<p style="text-align: right;">51</p> <p>1 price, about half the value.</p> <p>2 CHAIRMAN GONZALEZ: Excuse me. Excuse</p> <p>3 me. Excuse me. This is what I would see. You</p> <p>4 basically have a contract, give an estimate of</p> <p>5 some of the remodeling the house or restoring</p> <p>6 the house, basically restoring the house. Then</p> <p>7 you put it on the market. Because I have bought</p> <p>8 and sold homes.</p> <p>9 MR. SCHULTZ: Great. Do you want to</p> <p>10 buy it?</p> <p>11 CHAIRMAN GONZALEZ: Love to. Love to.</p> <p>12 DR. SCHULTZ: Yes. What's your price?</p> <p>13 MR. SCHULTZ: Yes.</p> <p>14 CHAIRMAN GONZALEZ: So, and basically</p> <p>15 what happens then is that now you can say, okay,</p> <p>16 now I'm going to weigh -- But to try and sell a</p> <p>17 house at a maximum compared to other new</p> <p>18 homes -- And I'm not sure if that's what's</p> <p>19 happening but it could be. It's a scenario. So</p> <p>20 what you do is you take the cost to renovate</p> <p>21 versus the selling price, and you meet in the</p> <p>22 middle ground, and then you can sell the house.</p>	<p style="text-align: right;">53</p> <p>1 the 1,6 range.</p> <p>2 CHAIRMAN GONZALEZ: Are they</p> <p>3 landmarked?</p> <p>4 MS. KENNA: No.</p> <p>5 DR. SCHULTZ: No.</p> <p>6 MR. SCHULTZ: No.</p> <p>7 CHAIRMAN GONZALEZ: Okay. So they are</p> <p>8 not really comps.</p> <p>9 DR. SCHULTZ: We don't have any comps.</p> <p>10 What landmarked houses can you find.</p> <p>11 MR. SCHULTZ: You can't find any comp</p> <p>12 that's landmarked, though.</p> <p>13 DR. SCHULTZ: John, are you going to</p> <p>14 landmark your home?</p> <p>15 MS. KENNA: Are you familiar with a</p> <p>16 landmarked house that has sold other than --</p> <p>17 DR. SCHULTZ: The head of the Historic</p> <p>18 Preservation Commission hasn't landmarked his</p> <p>19 own home.</p> <p>20 MR. SCHULTZ: We can go round and</p> <p>21 round.</p> <p>22 MR. MALINA: Yes. We can't have side</p>

1 conversations.

2 MR. PRISBY: 304 South Lincoln.

3 MR. SCHULTZ: It is what it is. And we
4 are asking for you guys to vote in support of
5 what we are doing.

6 DR. SCHULTZ: You guys can vote on it,
7 vote no, and we will go on to the board. That's
8 fine.

9 MR. PRISBY: A couple.

10 CHAIRMAN GONZALEZ: Well, wait. Okay.

11 So I would like to open it up to
12 anyone else that wants to make a comment.

13 MR. MALINA: Right. So now we can
14 treat the case as having been presented,
15 questions have been asked. Now, that's a good
16 point. Now is the time since --

17 Is there anyone else?

18 CHAIRMAN GONZALEZ: Is there anyone
19 else who would like to speak on behalf of this
20 property.

21 DR. SCHULTZ: John, do you have
22 something to say?

1 MR. BOHNEN: I do.

2 DR. SCHULTZ: Did you put your fence in
3 front of this Commission to have it approved for
4 streetscape? No.

5 MR. BOHNEN: My name is a John Bohnen.
6 I live at 230 East First Street. I'm speaking
7 as a neighbor and more specifically as a
8 Realtor.

9 MR. SCHULTZ: And a liar.

10 DR. SCHULTZ: And a liar.

11 MR. MALINA: No. We can't -- These
12 aren't really appropriate comments.

13 MR. SCHULTZ: I know but they are true.

14 DR. SCHULTZ: Yes, but they are true.

15 MR. MALINA: Well, even so, this is a
16 public hearing.

17 MR. BOHNEN: I think you should adjourn
18 the meeting, Frank.

19 CHAIRMAN GONZALEZ: You know, there is
20 a lot of information. This is really getting a
21 little out of hand. I'm going to roll this
22 meeting over to January.

1 MR. SCHULTZ: No. We would like you to
2 vote on it tonight.

3 CHAIRMAN GONZALEZ: No, absolutely not.
4 So I'm going to make a motion --

5 DR. SCHULTZ: This is what you are
6 known for. All right. I'm going to make my
7 last public statement. This is exactly why
8 people don't want a landmarked home because you
9 do this, Frank.

10 CHAIRMAN GONZALEZ: Do what?

11 DR. SCHULTZ: You roll over meetings to
12 the next meeting. You force us to hire
13 attorneys. You are a voluntary --

14 CHAIRMAN GONZALEZ: We still have many
15 questions. This has not been decided. This is
16 not that simple. So I would like to adjourn, to
17 move --

18 DR. SCHULTZ: That's exactly what you
19 intended to do the entire time. Unbelievable.

20 That's why they did this.

21 CHAIRMAN GONZALEZ: The motion to --

22 MR. MALINA: Well, let me, one of the

1 things here I would suggest, tough --

2 DR. SCHULTZ: That's why they did this.

3 MR. MALINA: One of the things I would
4 suggest is if the Commission feels it doesn't
5 have adequate --

6 First of all, people who want to
7 speak should be allowed to speak.

8 MR. SCHULTZ: Right.

9 MR. MALINA: They shouldn't be shut off
10 either way on either side. But also, if the
11 Commission wants more information and the
12 applicant doesn't want to give any more
13 information --

14 MR. SCHULTZ: We have given -- Tell us
15 what other information.

16 MR. MALINA: I'm just saying that you
17 shouldn't just continue the case just to put it
18 off if the applicant doesn't -- says, I'm not
19 providing it, I'm not going to answer your
20 questions, I'm not going to -- I don't want to
21 bother with it anymore, then I think you just
22 take the evidence you have because you are not

1 going to get anywhere. Does that make sense?

2 CHAIRMAN GONZALEZ: Yes.

3 MR. MALINA: So I think the applicants
4 should have the option of providing more
5 information if you want it, if the majority of
6 you want it.

7 But if what they want to do is they
8 want a decision --

9 DR. SCHULTZ: Yes.

10 CHAIRMAN GONZALEZ: -- no matter what,
11 and there is no other reason to continue it, you
12 may as well decide.

13 DR. SCHULTZ: Correct. Thank you very
14 much.

15 MR. SCHULTZ: I believe I answered
16 every question you had, Frank.

17 DR. SCHULTZ: Yes. And the --

18 CHAIRMAN GONZALEZ: We need evidence,
19 too.

20 MR. SCHULTZ: What evidence are you
21 looking for?

22 CHAIRMAN GONZALEZ: Well, we would like

1 to see the house being marketed.

2 DR. SCHULTZ: That's not evidence.

3 MR. SCHULTZ: That's not evidence.

4 CHAIRMAN GONZALEZ: So you know what,
5 if this is going to be, you know, I think we --

6 MS. D'ARCO: Would you like me to make
7 a motion?

8 CHAIRMAN GONZALEZ: Yes. Go ahead.

9 MS. KENNA: The question is are you
10 looking at this case as a hardship, and the
11 hardship, does the hardship go to the economic
12 status of the sellers? Is that what this case
13 is being brought forward?

14 MR. MALINA: That's part of it. But
15 economic hardship is also based on what the
16 property -- if it's sellable at a reasonable
17 rate because that affects hardship; right?

18 And so what the Commission I think
19 has expressed, various members, is that the
20 marketing efforts that they don't believe, at
21 least a number of them, that there is enough
22 evidence to determine that component. Whether

1 there is really no mar -- Essentially the
2 conclusions that you, the Commission, is being
3 asked to reach, is that this is basically
4 unmarketable. Isn't that what the questions
5 are?

6 And what they are saying is based
7 on the efforts that they have heard they aren't
8 satisfied that that's the case.

9 MR. SCHULTZ: All right. So they can
10 vote.

11 DR. SCHULTZ: That sounds good. Ready
12 for the vote.

13 MS. WILLIAMS: I just want to mention,
14 too, or read, in our Certificate of
15 Appropriateness, "Demolition," which, indeed,
16 becomes a possibility "should not be permitted
17 if a structure, building, or site is
18 economically viable in its present condition or
19 could be economically viable after completion of
20 appropriate alterations, even if demolition
21 would permit a more profitable use of such
22 site." I think that is key to this discussion.

1 DR. SCHULTZ: And to every homeowner in
2 the historic district.

3 MR. SCHULTZ: And why did they let the
4 last person have it removed when we were told
5 this was a nonbinding --

6 DR. SCHULTZ: So Beth Barrow's home was
7 removed, landmarked status.

8 MS. WILLIAMS: I wasn't here when that
9 happened. I'm not familiar with that.

10 DR. SCHULTZ: But anyway, we've
11 presented our case; and we would ask you to
12 kindly vote.

13 MS. D'ARCO: Okay. Yes. I just don't
14 feel like there has been a strong effort to sell
15 the house.

16 CHAIRMAN GONZALEZ: Yes. There is not
17 thorough --

18 MS. D'ARCO: And based on that and
19 seeing that there have been homes that have and
20 have sold -- And I know it takes time, but
21 that's the risk of owning an older home and
22 landmarking it. And I think most of us know

1 that. We can't laugh at that because it's true.

2 MR. SCHULTZ: An 82-year-old person
3 doesn't have a lifetime.

4 MS. D'ARCO: I understand that. But
5 you have family. And it's, you know, trying to
6 separate the personal from what the situation is
7 here and --

8 DR. SCHULTZ: Just vote, please.

9 MS. D'ARCO: So I will based on

10 everybody --

11 Anybody else? I think we need to
12 wrap up.

13 MR. MALINA: First of all, what I was
14 advising is just that's a consideration, if
15 there is no more evidence; right? But there
16 still needs to be before the Commission
17 deliberates and makes a motion, there needs to
18 be a consensus by motion that you want to close
19 the public hearing, which, you know, you don't

20 have to do it. I wasn't suggesting that. I was
21 just pointing out that if you have all the
22 evidence --

1 CHAIRMAN GONZALEZ: Yes. I would like
2 to close it so the Commission can have the
3 conversation, yes.

4 MS. WILLIAMS: Can I just note and have
5 included in the public hearing then the history
6 of the home? Because I think that's important,
7 perhaps, for the next deliberation.

8 MR. SCHULTZ: It's in the packet.

9 MS. WILLIAMS: I don't believe that the

10 information will be available to the Village
11 board unless it is mentioned in the public
12 hearing.

13 And in the well-prepared submission
14 for the original landmark process, it was noted
15 that this home was designed for the Mitchell
16 family about 1892 by the --

17 DR. SCHULTZ: This is the research that
18 I did just so you know.

19 MS. WILLIAMS: Chicago office.

20 Exactly. That's what I'm saying.

21 This was in the well-prepared submission.

22 DR. SCHULTZ: Yes. Thank you.

1 MS. WILLIAMS: It was prepared for the
2 Mitchell family about 1892 by the Chicago office
3 of Shepley, Rutan and Coolidge, a highly
4 regarded architectural firm. Most of the firm's
5 work at the time was in commercial and
6 institutional buildings. Their most notable
7 designs include the Chicago Public Library,
8 which is now the Chicago Cultural Center, the
9 Art Institute of Chicago, and several buildings
10 on the University of Chicago campus.

11

12 The Furey home -- and again I quote
13 from the landmark submission -- is an
14 exceptional and rare example of Shepley, Rutan
15 and Coolidge's residential work. It is the
16 firm's only known design in Hinsdale.

17 Much of the exterior in the Furey
18 home remains as-built, a rare architectural gem
19 in the Colonial or Victorian renaissance revival
20 style.

21

22 I think it's important that any
board who considers this going forward should
have that information.

1 MR. SCHULTZ: Yes. Thank you. I know
2 that was included in the original submittal.

3 CHAIRMAN GONZALEZ: Okay. I would like
4 to have an opportunity to have discussion with
5 the Commissioners.

6 MR. MALINA: Is there a --

7 CHAIRMAN GONZALEZ: Is there anyone
8 else who wants to speak? It's 7:30. It is
9 time. Okay.

10

11 MR. MALINA: Well, if there are people
12 who want to speak and you have a deadline, they
13 should be allowed to speak.

14 CHAIRMAN GONZALEZ: Would you like to
15 speak, John?

16 MR. MALINA: Or you continue the public
17 hearing till --

18 CHAIRMAN GONZALEZ: I'd like -- At
19 this moment I'd like to have a conversation and
20 close the meeting and have a conversation with
21 the Commissioners.

22

MR. MALINA: Well, here is the thing,
if you want to close the public hearing --

<p style="text-align: center;">66</p> <p>1 MR. SCHULTZ: Then it's closed.</p> <p>2 MR. MALINA: Then it's closed.</p> <p>3 CHAIRMAN GONZALEZ: Right.</p> <p>4 MR. MALINA: You can't reopen it.</p> <p>5 CHAIRMAN GONZALEZ: Right.</p> <p>6 MR. MALINA: So you should have a</p> <p>7 discussion about whether if people want to talk</p> <p>8 you want to give them more opportunity to talk,</p> <p>9 and then you decide if you have enough to go on.</p> <p>10 MR. SCHULTZ: That was closed about</p> <p>11 five minutes ago, though.</p> <p>12 CHAIRMAN GONZALEZ: We are running out</p> <p>13 of time, too.</p> <p>14 MR. MALINA: I understand.</p> <p>15 CHAIRMAN GONZALEZ: So --</p> <p>16 MS. D'ARCO: So does anyone else want</p> <p>17 to speak I guess is the question. John?</p> <p>18 MR. PRISBY: Anyone else?</p> <p>19 MS. D'ARCO: And we will keep it short.</p> <p>20 MR. BOHNEN: If I'm allowed to. Again,</p> <p>21 I was saying as a Realtor, I think it's</p> <p>22 important that you Commissioners look at -- I</p>	<p style="text-align: center;">68</p> <p>1 to have a tax reform that's going to come down</p> <p>2 hard on villages like Hinsdale, it may very well</p> <p>3 be that these older homes that offer a potential</p> <p>4 tax freeze could become a cherished item and</p> <p>5 they would bring a good return.</p> <p>6 So in my opinion, this house has</p> <p>7 not been marketed. I think that it hasn't had a</p> <p>8 chance to be sold. And I'm telling you this, my</p> <p>9 opinion as a Realtor. So I will leave these</p> <p>10 with you, and they can go into the record.</p> <p>11 MR. MALINA: So you are offering those</p> <p>12 as exhibits?</p> <p>13 MR. BOHNEN: As exhibits, right. And I</p> <p>14 mean the house can't sell if it isn't being</p> <p>15 shown. Basically it needs a full-blown effort.</p> <p>16 And unfortunately, there are circumstances that</p> <p>17 the owners feel that prevented that. But that's</p> <p>18 not the house's fault. So for what it's worth,</p> <p>19 thank you very much.</p> <p>20 CHAIRMAN GONZALEZ: Okay. Thank you.</p> <p>21 MR. SCHULTZ: I have one more thing I</p> <p>22 would like to add since Mr. Bohnen decided to</p>
<p style="text-align: center;">67</p> <p>1 pulled some sheets out of older vintage homes</p> <p>2 in the southeast quadrant in the historic</p> <p>3 neighborhood that have been sold and renovated.</p> <p>4 And they have been in all different types of</p> <p>5 conditions when they were sold. One of them was</p> <p>6 landmarked as 134 South Park. The coach house</p> <p>7 to the Furey's house was landmarked at 120 South</p> <p>8 Elm. The Biggert house, the Kendall house, the</p> <p>9 Stadt house. You -- I made a list of these for</p> <p>10 you.</p> <p>11 So maybe we should ask that this</p> <p>12 goes into the record so the people -- There is</p> <p>13 nothing easy about selling vintage houses. It's</p> <p>14 hard. I mean there is no question about it.</p> <p>15 It's a lot harder than selling a brand-new</p> <p>16 house. Yet, there are people that cherish them</p> <p>17 and look forward to owning them, and also see</p> <p>18 the wisdom of renovating them and accessing the</p> <p>19 tax freeze program, which is available under</p> <p>20 certain conditions if you invest enough money in</p> <p>21 a certain amount of time.</p> <p>22 So in this age where you are going</p>	<p style="text-align: center;">69</p> <p>1 give his 2 cents. It's interesting he will come</p> <p>2 up here and talk about it, yet his home -- He</p> <p>3 sits as the chair of the preservation committee</p> <p>4 in a very historic home right next door, yet he</p> <p>5 has yet to landmark his home. So it looks like</p> <p>6 I really think at this point you should either</p> <p>7 really put up or shut up when it comes to this.</p> <p>8 DR. SCHULTZ: I agree.</p> <p>9 MR. SCHULTZ: We are dealing with a</p> <p>10 very difficult issue here. It's very easy for</p> <p>11 you to tell us what to do with our in-laws'</p> <p>12 land, yet I don't see anyone landmarking their</p> <p>13 house.</p> <p>14 DR. SCHULTZ: That's it. Just a</p> <p>15 comment.</p> <p>16 MS. KENNA: I have one last question</p> <p>17 for you. So I think that's great data points.</p> <p>18 I'm just kind of curious with some of them if</p> <p>19 they came before you in terms of like the Stadt</p> <p>20 house, when they did their addition, did they</p> <p>21 come before you for approval of that addition</p> <p>22 that they just did?</p>

1 MS. D'ARCO: In some of my time on the
2 Commission we have seen 134 Park, I have the
3 Biggert's house. We have seen a couple. I
4 don't know about Stadt, I don't remember.

5 MS. KENNA: They are right on Third.

6 MR. BOHNEN: It didn't have an
7 addition.

8 MS. KENNA: He just redid the kitchen,
9 though.

10 MR. BOHNEN: It was already built. It
11 was all built.

12 MS. KENNA: And the family room. Oh, I
13 thought she said they added that on.

14 MR. BOHNEN: That was part of the
15 existing house.

16 MR. MALINA: Interior is not --

17 MS. D'ARCO: You know, for the record,
18 our goal, we want these homes to be preserved.

19 MS. KENNA: Oh, absolutely.

20 MR. SCHULTZ: So do we.

21 MS. KENNA: And honestly, the marketing
22 efforts on this one were that's where we got

1 shut down because the marketing efforts on this
2 one are pure preservation. That's the whole
3 goal of this. Nancy and Warren, they don't want
4 this house torn down. They do not. So I mean
5 we, again, we can definitely, you know, market
6 the house, go on the MLS. But the fear of
7 coming before the Board is what our brick wall
8 has been.

9 MS. D'ARCO: And I think as a Realtor,
10 you know, it's probably a good thing to say,
11 look, we -- I think it's tough. This role is
12 tough, right, because our mission is to
13 preserve, that is our mission.

14 But then a lot of stuff gets in the
15 way, right? Personal situations, things that
16 get in the way; right? And I, you know, when
17 someone makes a decision to landmark a home, it
18 is binding at least since the time I have been
19 here.

20 DR. SCHULTZ: It's not binding.

21 MS. KENNA: It is. It wasn't binding
22 when they did that.

1 MS. D'ARCO: And we chose to --

2 DR. SCHULTZ: You forgot that. Were we
3 notified when it became a historic district when
4 that all changed? We have no way of knowing.
5 When we did this, it was a nonbinding, voluntary
6 ordinance.

7 MS. D'ARCO: So that I can't -- I know
8 it's a voluntary ordinance to bring your house
9 forward.

10 DR. SCHULTZ: And it was a voluntary --

11 MS. D'ARCO: There would be no point.

12 MS. WILLIAMS: I don't think it was a
13 voluntary designation.

14 DR. SCHULTZ: Yes, it was.

15 MS. WILLIAMS: It was a voluntary
16 submission.

17 DR. SCHULTZ: No. Sandy, it was a
18 voluntary -- I will bring it all up because I
19 did make the whole recommendation for the
20 founding of the preservation ordinance.

21 MS. WILLIAMS: Yes. I think we might
22 need more information.

1 DR. SCHULTZ: We modeled ours after
2 Winnetka and the North Shore, voluntary
3 ordinance, voluntary landmark status, period,
4 nonbinding. We would never have passed -- and
5 you know this -- in the climate at that time an
6 ordinance that was a binding ordinance.

7 The whole reason this whole thing
8 came into being is because we were able to pass
9 this through -- you were there -- as a
10 nonbinding, voluntary ordinance.

11 MS. WILLIAMS: Submission.

12 DR. SCHULTZ: Pardon me?

13 MS. WILLIAMS: Submissions.

14 DR. SCHULTZ: No. Ordinance. Sandy,
15 we'll -- All right. For the record, I will
16 pull out the ordinance. Or do you want to do
17 that from the beginning? It's a voluntary,
18 nonbinding ordinance that was passed by the
19 Village in, what, 2003? You guys want to look
20 it up?

21 MR. MALINA: The way I understand the
22 history of this is that the language of the

<p style="text-align: center;">74</p> <p>1 ordinance did not allow anybody to just withdraw 2 without any board approval. It was just that 3 the policy of the board was to allow withdrawal 4 but the law has always been it's voluntary to 5 landmark, but then you cannot tear it down. 6 MS. WILLIAMS: Correct. That's 7 correct. 8 MR. MALINA: And you need to do certain 9 things. Now, the policy of a given local 10 board -- 11 DR. SCHULTZ: Right. 12 MR. MALINA: May be to say, well, we 13 intend to allow liberal withdraw. And, you 14 know, but the language, the law is that you need 15 permission to withdraw it, and that without 16 withdrawal it's binding. 17 DR. SCHULTZ: Okay. I was talking 18 about the designation, not the withdrawal. 19 MR. MALINA: Well, right. But that's 20 voluntary now. It's getting rid of it that's 21 not. 22 MS. WILLIAMS: Right.</p>	<p style="text-align: center;">76</p> <p>1 to determine what kind of evidence and whether 2 it's sufficient so -- 3 But we never had like a, oh, it's 4 landmarked but I can do what I want, you know. 5 You still needed withdrawal. 6 DR. SCHULTZ: But it was a landmark 7 with the advisory commission is how that was set 8 up. And I understand the problem when I sat on 9 this committee. There is really no teeth to 10 anything you do. But the point of the 11 Commission was to be able to advise with expert 12 architects and people to offer suggestions when 13 people at the time were building very 14 insensitive additions and things that were not 15 really compatible with the streetscape. It was 16 a service is how a lot of these are done in some 17 of the other suburbs to offer for people who 18 just needed knowledge. And they would have 19 their expertise be offered to the people 20 building, for example, here today. 21 If you want to achieve this 22 mission, you are going to have to make binding</p>
<p style="text-align: center;">75</p> <p>1 DR. SCHULTZ: But that was what Bill 2 Harlow's whole testimony was with the last case 3 that came before you. And that's why they 4 allowed that withdrawal of the landmarked 5 status. 6 MR. MALINA: Right. He was referring 7 to sort of the policy. But the problem is a 8 policy of a board is not binding on future 9 boards. As a matter of fact, even the law 10 isn't, unless invested rights are involved. So 11 one board can grant variations more liberally 12 than another board. 13 But if the law is the same, they 14 are entitled to do that. And I think that was 15 why historically another withdrawal reason was 16 added to the Code so that there were standards. 17 You couldn't just withdraw. No one has a right 18 to just withdraw. You had to meet those 19 standards. 20 And so that's what the Commission 21 is trying to do is do you meet any of the 22 standards. You selected one. They are trying</p>	<p style="text-align: center;">77</p> <p>1 historic districts. You are going to have to 2 get more teeth in your historic districts. But 3 to penalize my parents for 20 years ago starting 4 this movement, doing the right thing, putting a 5 landmark status on there, finding at 82 you get 6 cancer, you can't move stuff out of the house to 7 market it or sell it. They want desperately for 8 somebody to buy it and restore it. 9 The only people that have come 10 forward said they won't touch it because of this 11 process. I think it has to show you guys that 12 you have some work to do on what is the mission 13 and the point of this Commission altogether. 14 Because you are penalizing the people that are 15 actually really trying to do this for the right 16 reason. Please vote. We need to move forward. 17 CHAIRMAN GONZALEZ: I would like to 18 close and have a discussion with the 19 Commissioners. 20 DR. SCHULTZ: Of course you do. 21 MR. MALINA: So is there a motion to 22 close the public hearing?</p>

<p>78</p> <p>1 CHAIRMAN GONZALEZ: Yes. Motion to</p> <p>2 close.</p> <p>3 DR. SCHULTZ: Can I ask, does the board</p> <p>4 go along with this? Or can you guys say why in</p> <p>5 the world are you closing it?</p> <p>6 MS. D'ARCO: The board will look at</p> <p>7 everything we have discussed here tonight and</p> <p>8 make their recommendations based on what they</p> <p>9 hear and then on their own opinions and</p> <p>10 guidance.</p> <p>11 DR. SCHULTZ: So when, are you going to</p> <p>12 January?</p> <p>13 MR. SCHULTZ: No.</p> <p>14 MS. D'ARCO: No. We will vote today.</p> <p>15 DR. SCHULTZ: Oh, got you.</p> <p>16 MS. D'ARCO: We will close the public</p> <p>17 hearing. We will vote today based on the</p> <p>18 information that we have.</p> <p>19 DR. SCHULTZ: Okay. I get it. My</p> <p>20 apologies. I thought Frank was going to try to</p> <p>21 continue the meeting again.</p> <p>22 CHAIRMAN GONZALEZ: No. We haven't</p>	<p>80</p> <p>1 to close the meeting?</p> <p>2 MS. D'ARCO: I motion to close the</p> <p>3 public hearing for 244 East First Street.</p> <p>4 CHAIRMAN GONZALEZ: Is there a second?</p> <p>5 MS. WILLIAMS: Second.</p> <p>6 CHAIRMAN GONZALEZ: All in favor?</p> <p>7 MS. WILLIAMS: Aye.</p> <p>8 MR. PRISBY: Aye.</p> <p>9 MS. D'ARCO: Aye.</p> <p>10 CHAIRMAN GONZALEZ: Aye. Okay.</p> <p>11 * * *</p> <p>12 (Which were all the proceedings had</p> <p>13 in the above-entitled cause.)</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>
<p>79</p> <p>1 decided one way or another.</p> <p>2 MR. MALINA: Yes. That's what they are</p> <p>3 trying to figure out.</p> <p>4 CHAIRMAN GONZALEZ: We're trying but we</p> <p>5 keep getting interrupted.</p> <p>6 MR. MALINA: If you'd let them do it.</p> <p>7 MS. D'ARCO: So give us a second.</p> <p>8 DR. SCHULTZ: Thank you.</p> <p>9 MS. D'ARCO: Sandy?</p> <p>10 CHAIRMAN GONZALEZ: Sandy. Okay.</p> <p>11 Start, your opinion.</p> <p>12 MR. MALINA: Did we ever close the</p> <p>13 public hearing?</p> <p>14 MR. SCHULTZ: It was closed a while</p> <p>15 ago.</p> <p>16 MR. MALINA: No, it hasn't been. There</p> <p>17 hasn't been a motion to close the public hearing</p> <p>18 that's been seconded and then passed. Because</p> <p>19 every time someone tries to get to that point,</p> <p>20 there are more interruptions. So we need to get</p> <p>21 to that point first is my advice.</p> <p>22 CHAIRMAN GONZALEZ: Is there a motion</p>	<p>81</p> <p>1 STATE OF ILLINOIS)</p> <p>2) ss.</p> <p>3 COUNTY OF DU PAGE)</p> <p>4</p> <p>5 I, JANICE H. HEINEMANN, CSR, RDR, CRR,</p> <p>6 do hereby certify that I am a court reporter</p> <p>7 doing business in the State of Illinois, that I</p> <p>8 reported in shorthand the testimony given at the</p> <p>9 hearing of said cause, and that the foregoing is</p> <p>10 a true and correct transcript of my shorthand</p> <p>11 notes so taken as aforesaid.</p> <p>12 s</p> <p>13</p> <p>14 Janice H. Heinemann CSR, RDR, CRR</p> <p>15 License No 084-001391</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>

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

BEFORE THE VILLAGE OF HINSDALE
 HISTORIC PRESERVATION COMMISSION

IN THE MATTER OF:)
)
 CASE NO. HPC-10-2017)
)
 244 E. FIRST STREET)

REPORT OF PROCEEDINGS had and testimony
 taken of the **Deliberations** at the Withdrawal of
 Local Landmark Designation Public Hearing on the
 above-entitled matter before the Hinsdale
 Historic Preservation Commission, at 19 East
 Chicago Avenue, Hinsdale, Illinois, on the
 13th day of December, 2017, at the hour of
 7:41 p.m.

COMMISSION MEMBERS PRESENT:

MR. FRANK GONZALEZ, Acting Chairman;
 MS. JANICE D'ARCO, Member;
 MS. SANDRA WILLIAMS, Member;
 MR. JIM PRISBY, Member.

1 ALSO PRESENT:

2 MR. LANCE MALINA, Village Attorney;

3 MR. CHAN YU, Village Planner;

4 DR. WARREN FUREY,

5 DR. ANNE SCHULTZ,

6 MR. BOB SCHULTZ,

7 MS. CARRIE KENNA,

8 MR. and MRS. JOHN BOHNEN.

9 * * *

07:41:25PM

10 MR. MALINA: Now deliberate.

11 MS. WILLIAMS: Now do we have time to
12 deliberate?

13 CHAIRMAN GONZALEZ: We have a few
14 minutes.

15 MS. D'ARCO: I think we are just
16 deciding whether we carry it on to a decision in
17 January or we vote today and --

18 CHAIRMAN GONZALEZ: It, honestly -- So
19 go ahead. Go ahead.

07:41:40PM

20 MS. D'ARCO: I'm comfortable voting
21 today given that today I feel there -- Just the
22 marketing for this has not really existed. So,

1 you know, there is always going to be buyers who
2 don't like landmark status. I understand that.
3 And I understand the timing. And I'm very, very
4 sensitive to your personal situation. That is,
5 hands down, I wholeheartedly understand that.

6 I just do feel that with the
7 property being listed on MLS since September
8 with not even a picture of the house, I don't
9 know what to say. Right? I just didn't even
10 know it was on the market, right, until I looked
11 in the private listings. So I think if you
12 really want and you want to be aggressive in
13 selling the house, you need to get it done. You
14 are in a great location. Someone would -- It
15 comes down to location and price and --

16 I mean, Carrie, you know that.

17 DR. SCHULTZ: And landmark status.

18 MR. SCHULTZ: And landmark status.

19 DR. SCHULTZ: And landmark status. But
20 there are examples of landmark homes, there are
21 examples of historical homes that are being
22 renovated. And I'm just not sure what I can say

1 to that other than what I'm saying. That's all
2 I can comment on it. I'm sorry.

3 MR. PRISBY: That's all right. Just
4 kind of disappointed we don't have more time to
5 debate this as a group, quite honestly. Totally
6 sympathetic, agree with several points that have
7 been made here tonight.

8 You know, I've, as an architect and
9 a builder, I have done probably seven or eight
10 historic homes, renovations, gut jobs, at every
11 level possible, that I know it can be done. And
12 to your point, you know, at what cost; right?
13 And that to me that gets back into the whole
14 level of debate that I just don't think we have
15 enough time to debate tonight.

16 CHAIRMAN GONZALEZ: Yes.

17 MR. PRISBY: At the same time, I would
18 prefer not to vote tonight. But the Fureys have
19 asked us to vote. And I would like to kind
20 of -- They may not like my answer but --

21 DR. SCHULTZ: That's fine.

22 MR. PRISBY: I would like to respect

1 their time.

2 CHAIRMAN GONZALEZ: Right, I
3 understand. I respect and am very sensitive
4 with your parents and everything. But I feel
5 like we are being pushed to vote on something
6 that we don't have enough evidence, and we are
7 stuck. And I feel a little bit in limbo. I
8 mean there is always information that we would
9 like to see.

10 MR. SCHULTZ: What else would you like?

11 DR. SCHULTZ: What would you like to
12 see?

13 MR. SCHULTZ: I don't know that we can
14 give you any more.

15 CHAIRMAN GONZALEZ: No. No. No. You
16 have been talking right now. So I would like
17 physical documents, figures, estimates --

18 MR. SCHULTZ: Of what?

19 CHAIRMAN GONZALEZ: What would it cost
20 to renovate this home, what's the cost in
21 reality to sell it. Something with some
22 comparison. And I don't -- I'm not ready for a

1 vote. I mean --

2 MR. SCHULTZ: We are not going to be
3 able to get you an estimate at any time.

4 CHAIRMAN GONZALEZ: How do you feel?

5 MS. WILLIAMS: I don't know that we are
6 going to get any more information to tell you
7 the truth.

8 MR. PRISBY: I agree with that.

9 CHAIRMAN GONZALEZ: I think so, too.

10 MS. WILLIAMS: I feel we are done.
11 Everything that's going to be done that's going
12 to be presented.

13 DR. SCHULTZ: Thank you.

14 MS. WILLIAMS: I think we should go
15 ahead and vote.

16 CHAIRMAN GONZALEZ: All right. Okay.

17 So I move to -- for a vote to
18 withdraw the local landmark designation at
19 244 East First Street.

20 Commissioner Janice D'Arco?

21 MR. MALINA: Well, no. We've got to --
22 Is there a motion?

1 CHAIRMAN GONZALEZ: Oh, sorry. Yes.

2 MR. PRISBY: A motion.

3 MR. MALINA: To recommend approval or
4 denial of a request.

5 CHAIRMAN GONZALEZ: Okay. Okay. Is
6 there a recommendation for approval or denial?

7 MR. MALINA: Of the request --

8 CHAIRMAN GONZALEZ: -- of the
9 request --

07:45:32 PM

10 MR. MALINA: -- to withdraw the
11 landmark status based on the showing of
12 financial hardship.

13 CHAIRMAN GONZALEZ: Yeah, on the
14 hardship. Okay, on the financial hardship.
15 Thank you.

16 MS. D'ARCO: Okay. Yes. There is a
17 motion.

07:45:49 PM

18 MR. MALINA: No. Say, Do you move to
19 either approve the request or deny. You need to
20 pick one.

21 MS. D'ARCO: Okay. So I move to deny
22 the withdrawal of local landmark designation at

1 244 East First Street.

2 CHAIRMAN GONZALEZ: Is there a second?

3 MS. WILLIAMS: Second.

4 MR. MALINA: And I would recommend a
5 roll call on this so the votes are on the
6 record.

7 CHAIRMAN GONZALEZ: Okay. All right.
8 Roll call. So okay, Commissioner D'Arco, are
9 you in favor?

10 MS. D'ARCO: In favor.

11 MR. MALINA: This is in favor of
12 denial. Yes means no. The motion was to deny.

13 MS. D'ARCO: Yes. Yes. In favor of
14 the denial, yes.

15 CHAIRMAN GONZALEZ: Commissioner Jim
16 Prisby?

17 MR. PRISBY: As much as I am
18 sympathetic to what you want to do, sitting on
19 this side of the table and not really having the
20 chance to debate this to the level I wanted to
21 debate it, I'm going to have to say yes. Sorry.

22 CHAIRMAN GONZALEZ: Okay. Commissioner

1 Sandy Williams?

2 MS. WILLIAMS: Yes.

3 CHAIRMAN GONZALEZ: And my decision is
4 yes.

5 All in favor?

6 MR. MALINA: That's it. You voted.
7 Since you voted by roll call, you don't need to
8 do both.

9 * * *

10 (Which were all the proceedings had
11 in the above-entitled cause.)
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22

2	estimate [1] - 6:3 estimates [1] - 5:17 evidence [1] - 5:6	mean [2] - 5:8, 6:1 means [1] - 8:12 motion [4] - 6:22, 7:2, 7:17, 8:12 move [3] - 6:17, 7:18, 7:21 MR [17] - 4:3, 4:17, 4:22, 5:10, 5:13, 5:18, 6:2, 6:8, 6:21, 7:2, 7:3, 7:7, 7:10, 7:18, 8:4, 8:11, 8:17 MS [8] - 6:5, 6:10, 6:14, 7:16, 7:21, 8:3, 8:10, 8:13	5:10, 5:11, 5:13, 5:18, 6:2, 6:13 second [2] - 8:2, 8:3 see [2] - 5:9, 5:12 sell [1] - 5:21 sensitive [1] - 5:3 seven [1] - 4:9 several [1] - 4:6 showing [1] - 7:11 side [1] - 8:19 sitting [1] - 8:18 sorry [3] - 4:2, 7:1, 8:21 status [1] - 7:11 Street [2] - 6:19, 8:1 stuck [1] - 5:7 sympathetic [2] - 4:6, 8:18
244 [2] - 6:19, 8:1	F		
A	F		
able [1] - 6:3 agree [2] - 4:6, 6:8 ahead [1] - 6:15 answer [1] - 4:20 approval [2] - 7:3, 7:6 approve [1] - 7:19 architect [1] - 4:8	favor [4] - 8:9, 8:10, 8:11, 8:13 figures [1] - 5:17 financial [2] - 7:12, 7:14 fine [1] - 4:21 First [2] - 6:19, 8:1 Fureys [1] - 4:18		
B	G	N	
based [1] - 7:11 bit [1] - 5:7 builder [1] - 4:9	GONZALEZ [15] - 4:16, 5:2, 5:15, 5:19, 6:4, 6:9, 6:16, 7:1, 7:5, 7:8, 7:13, 8:2, 8:7, 8:15, 8:22 group [1] - 4:5 gut [1] - 4:10	need [1] - 7:19	
C	H	O	T
CHAIRMAN [15] - 4:16, 5:2, 5:15, 5:19, 6:4, 6:9, 6:16, 7:1, 7:5, 7:8, 7:13, 8:2, 8:7, 8:15, 8:22 chance [1] - 8:20 comment [1] - 4:2 commissioner [3] - 6:20, 8:15, 8:22 Commissioner [1] - 8:8 comparison [1] - 5:22 cost [3] - 4:12, 5:19, 5:20	hardship [3] - 7:12, 7:14 historic [1] - 4:10 home [1] - 5:20 homes [1] - 4:10 honestly [1] - 4:5	one [1] - 7:20	table [1] - 8:19 tonight [3] - 4:7, 4:15, 4:18 totally [1] - 4:5 truth [1] - 6:7
D	I	P	V
D'Arco [2] - 6:20, 8:8 D'ARCO [4] - 7:16, 7:21, 8:10, 8:13 debate [5] - 4:5, 4:14, 4:15, 8:20, 8:21 denial [4] - 7:4, 7:6, 8:12, 8:14 deny [3] - 7:19, 7:21, 8:12 designation [2] - 6:18, 7:22 disappointed [1] - 4:4 documents [1] - 5:17 done [4] - 4:9, 4:11, 6:10, 6:11 DR [3] - 4:21, 5:11, 6:13	information [2] - 5:8, 6:6	parents [1] - 5:4 physical [1] - 5:17 pick [1] - 7:20 point [1] - 4:12 points [1] - 4:6 possible [1] - 4:11 prefer [1] - 4:18 presented [1] - 6:12 PRISBY [6] - 4:3, 4:17, 4:22, 6:8, 7:2, 8:17 Prisby [1] - 8:16 pushed [1] - 5:5	vote [6] - 4:18, 4:19, 5:5, 6:1, 6:15, 6:17 votes [1] - 8:5
D'Arco [2] - 6:20, 8:8 D'ARCO [4] - 7:16, 7:21, 8:10, 8:13 debate [5] - 4:5, 4:14, 4:15, 8:20, 8:21 denial [4] - 7:4, 7:6, 8:12, 8:14 deny [3] - 7:19, 7:21, 8:12 designation [2] - 6:18, 7:22 disappointed [1] - 4:4 documents [1] - 5:17 done [4] - 4:9, 4:11, 6:10, 6:11 DR [3] - 4:21, 5:11, 6:13	J	Q	W
E	J	quite [1] - 4:5	whole [1] - 4:13 WILLIAMS [4] - 6:5, 6:10, 6:14, 8:3 withdraw [2] - 6:18, 7:10 withdrawal [1] - 7:22
East [2] - 6:19, 8:1 eight [1] - 4:9 either [1] - 7:19	Janice [1] - 6:20 Jim [1] - 8:15 jobs [1] - 4:10	R	
	K	ready [1] - 5:22 reality [1] - 5:21 really [1] - 8:19 recommend [2] - 7:3, 8:4 recommendation [1] - 7:6 record [1] - 8:6 renovate [1] - 5:20 renovations [1] - 4:10 request [4] - 7:4, 7:7, 7:9, 7:19 respect [2] - 4:22, 5:3 roll [2] - 8:5, 8:8	
	L	S	
	landmark [3] - 6:18, 7:11, 7:22 level [3] - 4:11, 4:14, 8:20 limbo [1] - 5:7 local [2] - 6:18, 7:22	SCHULTZ [7] - 4:21,	
	M		
	MALINA [7] - 6:21, 7:3, 7:7, 7:10, 7:18, 8:4, 8:11		

KATHLEEN W. BONO, CSR, LIMITED

630-834-7779

Attachment 7 - HPC 12.13.17 Meeting

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1643

MEETING DATE: February 15, 2018

FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

Move to approve payment of the accounts payable for the period of February 7, 2018 through February 15, 2018 in the aggregate amount of \$695,746.48 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 #1643 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 #1643

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1643

FOR PERIOD February 7, 2018 through February 15, 2018

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$695,746.48 reviewed and approved by the below named officials.

APPROVED BY  DATE 2/13/18
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 2/13/18
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
#1643
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	88,416.47	-	88,416.47
Water & Sewer Operations	61061	394,544.32	-	394,544.32
Escrow Funds	72100	6,500.00	-	6,500.00
Payroll Revolving Fund	79000	9,513.63	196,772.06	206,285.69
Total		498,974.42	196,772.06	695,746.48

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1643

Payee Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 2/9/2018	Village Payroll #3 - Calendar 2018	FWH/FICA/Medicare	\$ 85,295.94
Illinois Department of Revenue 2/9/2018	Village Payroll #3 - Calendar 2018	State Tax Withholding	\$ 17,807.19
ICMA - 457 Plans 2/9/2018	Village Payroll #3 - Calendar 2018	Employee Withholding	\$ 15,161.06
HSA PLAN CONTRIBUTION 2/9/2018	Village Payroll #3 - Calendar 2018	Employer/Employee Withholding	\$ 1,467.45
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ 77,040.42
Total Bank Wire Transfers and ACH Payments			\$ 196,772.06

ipbc-general	-
payroll	196,772.06
	<u>196,772.06</u>
	-

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Village of Hinsdale

Page: 1

WARRANT REGISTER: 1643

DATE: 02/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE			
215530	AFLAC OTHER	020918000000000	\$243.81
215531	AFLAC SLAC	020918000000000	\$202.03
215532	ALFAC OTHER	020918000000000	\$231.27
Total for Check: 113004			\$677.11
COLONIAL LIFE PROCCESING			
215522	COLONIAL S L A C	020918000000000	\$45.18
Total for Check: 113005			\$45.18
ILLINOIS FRATERNAL ORDER			
215524	UNION DUES	020918000000000	\$688.00
Total for Check: 113006			\$688.00
NATIONWIDE RETIREMENT SOL			
215525	USCM/PEBS CO	020918000000000	\$92.99
215526	USCM/PEBS CO	020918000000000	\$1,105.00
Total for Check: 113007			\$1,197.99
NATIONWIDE TRUST CO.FSB			
215533	PEHP REGULAR	020918000000000	\$2,307.36
215534	PEHP UNION 150	020918000000000	\$344.18
215535	PEHPPD	020918000000000	\$487.61
Total for Check: 113008			\$3,139.15
NCPERS GRP LIFE INS#3105			
215523	LIFE INS	020918000000000	\$240.00
Total for Check: 113009			\$240.00
STATE DISBURSEMENT UNIT			
215536	CHILD SUPPORT	020918000000000	\$313.21
Total for Check: 113010			\$313.21
STATE DISBURSEMENT UNIT			
215537	CHILD SUPPORT	020918000000000	\$230.77
Total for Check: 113011			\$230.77
STATE DISBURSEMENT UNIT			
215538	CHILD SUPPORT	020918000000000	\$764.77
Total for Check: 113012			\$764.77
STATE DISBURSEMENT UNIT			
215539	CHILD SUPPORT	020918000000000	\$672.45
Total for Check: 113013			\$672.45
V.O.H. FLEX BENEFITS			
215527	DEP CARE REIMBURSEMENT	020918000000000	\$125.00
215528	MEDICAL REIMBURSEMENT	020918000000000	\$776.43

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Village of Hinsdale

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WARRANT REGISTER: 1643

DATE: 02/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
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215529 MEDICAL REIMBURSEMENT

020918000000000

\$643.57

Total for Check: 113014

\$1,545.00

A & B LANDSCAPING

215426 CBD & KLM SNOW REMOVAL

2017-559

\$590.00

215426 CBD & KLM SNOW REMOVAL

2017-559

\$245.00

Total for Check: 113016

\$835.00

ARAMARK UNIFORM SERVICES

215423 FD FLOOR MATS

002081357944

\$79.80

215424 FD FLOOR MATS

002081367497

\$79.80

215425 FD FLOOR MATS

2081377151

\$79.80

215575 FD FLOOR MATS

2081386677

\$79.80

215576 FD FLOOR MATS

2081396359

\$79.80

215577 FD FLOOR MATS

2081405941

\$79.80

215578 FLOOR MATS & TOWELS

002081357945

\$81.61

215578 FLOOR MATS & TOWELS

002081357945

\$8.99

215578 FLOOR MATS & TOWELS

002081357945

\$161.00

215578 FLOOR MATS & TOWELS

002081357945

\$15.15

215579 FLOOR MATS & TOWELS

2081367498

\$91.27

215579 FLOOR MATS & TOWELS

2081367498

\$8.99

215579 FLOOR MATS & TOWELS

2081367498

\$161.00

215579 FLOOR MATS & TOWELS

2081367498

\$15.15

215580 FLOOR MATS & TOWELS

2081377152

\$81.61

215580 FLOOR MATS & TOWELS

2081377152

\$8.99

215580 FLOOR MATS & TOWELS

2081377152

\$161.00

215580 FLOOR MATS & TOWELS

2081377152

\$15.15

215581 FLOOR MATS & TOWELS

2081386678

\$81.61

215581 FLOOR MATS & TOWELS

2081386678

\$8.99

215581 FLOOR MATS & TOWELS

2081386678

\$161.00

215581 FLOOR MATS & TOWELS

2081386678

\$15.15

215582 FLOOR MATS & TOWELS

2081396360

\$81.61

215582 FLOOR MATS & TOWELS

2081396360

\$8.99

215582 FLOOR MATS & TOWELS

2081396360

\$161.00

215582 FLOOR MATS & TOWELS

2081396360

\$15.15

215583 FLOOR MATS & TOWELS

2081405942

\$81.61

215583 FLOOR MATS & TOWELS

2081405942

\$8.99

215583 FLOOR MATS & TOWELS

2081405942

\$161.00

215583 FLOOR MATS & TOWELS

2081405942

\$15.15

215584 FLOOR MATS & TOWELS

2081416266

\$81.61

215584 FLOOR MATS & TOWELS

2081416266

\$8.99

215584 FLOOR MATS & TOWELS

2081416266

\$161.00

215584 FLOOR MATS & TOWELS

2081416266

\$15.15

Total for Check: 113017

\$2,355.71

BANNERVILLE USA

215505 EASTER EGG HUNT & CLEAN UP

24585

\$180.00

Total for Check: 113018

\$180.00

113015 VOID

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Village of Hinsdale

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WARRANT REGISTER: 1643

DATE: 02/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
BEACON SSI INCORPORATED			
215548	GAS TANK INSPECTION	0000082474	\$117.50
		Total for Check: 113019	\$117.50
BLOOM, BRADLEY			
215553	REIMBURSEMENT-RPL MONITOR	111868420679	\$199.99
		Total for Check: 113020	\$199.99
BMO HARRIS BANK N.A.			
215569	ASSORTED MERCHANDISE	JANUARY	\$8.39
215569	ASSORTED MERCHANDISE	JANUARY	\$281.86
215569	ASSORTED MERCHANDISE	JANUARY	\$155.08
215569	ASSORTED MERCHANDISE	JANUARY	\$810.96
215569	ASSORTED MERCHANDISE	JANUARY	\$162.95
215569	ASSORTED MERCHANDISE	JANUARY	\$75.97
215569	ASSORTED MERCHANDISE	JANUARY	\$116.40
215569	ASSORTED MERCHANDISE	JANUARY	\$375.00
215569	ASSORTED MERCHANDISE	JANUARY	\$1,970.37
215569	ASSORTED MERCHANDISE	JANUARY	\$22.00
215569	ASSORTED MERCHANDISE	JANUARY	\$39.99
215569	ASSORTED MERCHANDISE	JANUARY	\$455.92
215569	ASSORTED MERCHANDISE	JANUARY	\$117.76
215569	ASSORTED MERCHANDISE	JANUARY	\$40.00
215569	ASSORTED MERCHANDISE	JANUARY	\$726.75
215569	ASSORTED MERCHANDISE	JANUARY	\$233.53
215569	ASSORTED MERCHANDISE	JANUARY	\$60.00
215569	ASSORTED MERCHANDISE	JANUARY	\$220.00
215569	ASSORTED MERCHANDISE	JANUARY	\$74.86
		Total for Check: 113021	\$5,947.79
CLARENDON HILLS PARK DIST			
215420	FALL 2017 DANCE	01312018	\$576.00
		Total for Check: 113022	\$576.00
CLARK BAIRD SMITH LLP			
215573	LEGAL-FILE 12929	9540	\$941.25
		Total for Check: 113023	\$941.25
COLLEGE OF DUPAGE			
215414	BAS ACADEMY AT SLEA	8672	\$3,735.60
		Total for Check: 113024	\$3,735.60
COMCAST			
215499	POOL	8771201110037136	\$134.85
215541	VILLAGE HALL	8771201110036757	\$264.35
215542	WATER	877120111036815	\$134.35
215543	V VG VG-KLM	8771201110036807	\$114.35

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Village of Hinsdale

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WARRANT REGISTER: 1643

DATE: 02/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
215544	POLICE	8771201110036781	\$172.40
		Total for Check: 113025	\$820.30
COMPUTER EXPLORERS			
215419	LIGHTS CAMERA CLASS	CEBPD122017	\$512.00
		Total for Check: 113026	\$512.00
DARLING PROPERTIES			
215566	CONT BD-829 S MONROE	24367	\$750.00
		Total for Check: 113027	\$750.00
DIRECT ADVANTAGE INC			
215418	MONTHLY RETAINER JANUARY	1640	\$3,250.00
		Total for Check: 113029	\$3,250.00
DOCU-SHRED, INC.			
215430	DOCUMENT DESTRUCTION	41859	\$40.00
		Total for Check: 113030	\$40.00
DOOR SYSTEMS, INC.			
215498	DOOR REPAIR	849687	\$2,699.00
		Total for Check: 113031	\$2,699.00
DUPAGE COUNTY RECORDER			
215572	RECORDING FEES-JAN	201801080259	\$643.00
		Total for Check: 113032	\$643.00
DUPAGE WATER COMMISSION			
215552	WATER CHARGES-JANUARY	12052	\$393,484.16
		Total for Check: 113033	\$393,484.16
EMI, LLC			
215565	CONT BD-950 N YORK-#105	24243	\$4,000.00
		Total for Check: 113034	\$4,000.00
ESKRA, RICHARD			
215500	REFUND CLASS	170501	\$70.00
		Total for Check: 113035	\$70.00
FCWRD			
215408	SEWER-JAN	008919-000	\$70.94
		Total for Check: 113036	\$70.94
FIRE PROTECTION COMPANY			
215432	QTR SPRINKLER INSPECTION	24152	\$331.67
215432	QTR SPRINKLER INSPECTION	24152	\$331.67
215432	QTR SPRINKLER INSPECTION	24152	\$331.66
		Total for Check: 113037	\$995.00

113029 VOID

WARRANT REGISTER: 1643

DATE: 02/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
FIRESTONE STORES			
215415	TIRES FOR SQUAD #45	120650	\$543.68
215416	TIRES SQUAD #32	122217	\$573.36
Total for Check: 113038			\$1,117.04
FORCE SCIENCE INSTITUTE			
215570	REALISTIC DE-ESCALATION	021318	\$495.00
Total for Check: 113039			\$495.00
FRIEDMAN & HUEY ASSOC			
215502	KLM SECURITY DEP-EN180103	23443	\$250.00
Total for Check: 113040			\$250.00
FULLERS HOME & HARDWARE			
215487	MISCELLANEOUS HARDWARE	JANUARY	\$6.63
215487	MISCELLANEOUS HARDWARE	JANUARY	\$1.72
215487	MISCELLANEOUS HARDWARE	JANUARY	\$10.78
215487	MISCELLANEOUS HARDWARE	JANUARY	\$18.41
215487	MISCELLANEOUS HARDWARE	JANUARY	\$49.45
215487	MISCELLANEOUS HARDWARE	JANUARY	\$4.48
215487	MISCELLANEOUS HARDWARE	JANUARY	\$5.93
215487	MISCELLANEOUS HARDWARE	JANUARY	\$24.81
215487	MISCELLANEOUS HARDWARE	JANUARY	\$6.81
215487	MISCELLANEOUS HARDWARE	JANUARY	\$8.99
215487	MISCELLANEOUS HARDWARE	JANUARY	\$5.39
215487	MISCELLANEOUS HARDWARE	JANUARY	\$5.02
215487	MISCELLANEOUS HARDWARE	JANUARY	\$15.06
215487	MISCELLANEOUS HARDWARE	JANUARY	\$13.47
215487	MISCELLANEOUS HARDWARE	JANUARY	\$18.32
Total for Check: 113041			\$195.27
GALLS			
215506	UNIFORM PANT	009043459	\$130.34
215507	LEATHER BELT	009045816	\$22.00
215508	UNIFORM CLOTHING	009061789	\$183.33
215509	UNIFORM ALLOWANCE	009138293	\$262.15
Total for Check: 113042			\$597.82
GFOA			
215421	MEMBERSHIP DUES	0134001-2017	\$190.00
Total for Check: 113043			\$190.00
GOVTEMPS USA, LLC			
215559	PROF SVCS VIL HINSDALE	2453924	\$821.24
Total for Check: 113044			\$821.24
HEALTH INSPECTION			

WARRANT REGISTER: 1643

DATE: 02/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
215557	NOV-JAN COOK CTY FD INSPE	243	\$772.50
Total for Check: 113045			\$772.50
HEALY ASPHALT COMPANY LLC			
215547	COLD PATCH	12751	\$905.21
Total for Check: 113046			\$905.21
HINSDALE FOOD MART			
215495	REFUND LICENSE	020218	\$500.00
Total for Check: 113047			\$500.00
IPELRA			
215431	IPELRA REGISTER LAW SEM	0130217	\$155.00-
215431	IPELRA REGISTER LAW SEM	0130217	\$195.00
215431	IPELRA REGISTER LAW SEM	0130217	\$195.00
215431	IPELRA REGISTER LAW SEM	0130217	\$195.00
215431	IPELRA REGISTER LAW SEM	0130217	\$195.00
215431	IPELRA REGISTER LAW SEM	0130217	\$175.00
215431	IPELRA REGISTER LAW SEM	0130217	\$175.00
215431	IPELRA REGISTER LAW SEM	0130217	\$175.00
215431	IPELRA REGISTER LAW SEM	0130217	\$195.00
215431	IPELRA REGISTER LAW SEM	0130217	\$175.00
215431	IPELRA REGISTER LAW SEM	0130217	\$175.00
215431	IPELRA REGISTER LAW SEM	0130217	\$175.00
215431	IPELRA REGISTER LAW SEM	0130217	\$175.00
Total for Check: 113048			\$2,045.00
KROESCHELL SERVICE, INC			
215434	INSTALL PUMP MOTOR	59258	\$632.00
215435	VH CHECK HEATING ZONES	59257	\$632.00
Total for Check: 113049			\$1,264.00
MARATHON SPORTSWEAR			
215488	VOH SPIRIT WEAR	18829	\$513.25
215489	PD SPIRIT WEAR	18829	\$89.15
215490	PR SPIRIT WEAR	18829	\$70.25
Total for Check: 113050			\$672.65
MENARDS			
215405	LAUNDRY DETERGENT	90273	\$44.91
215406	MAGNETS	91139	\$14.97
Total for Check: 113051			\$59.88
MICHAEL JOSEPH HOMES			
215568	CONT BD-228 N BRUNER	24358	\$500.00
Total for Check: 113052			\$500.00
MIDWEST FENCE COMPANY			

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Village of Hinsdale

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WARRANT REGISTER: 1643

DATE: 02/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
215520	GUARD RAIL REPAIR & MATER	S31142	\$2,244.00
		Total for Check: 113053	\$2,244.00
MIDWEST TIME RECORDER			
215549	MONTHLY TIME CLOCK-JAN	159828	\$123.10
		Total for Check: 113054	\$123.10
MOODY, AMY			
215567	CONT BD-18 E HICKORY	24302	\$750.00
		Total for Check: 113055	\$750.00
NEOPOST USA INC			
215491	INK CARTRIDGE IS3/4	15313931	\$181.50
		Total for Check: 113056	\$181.50
NETZEL, ROBERT			
215546	OVERPAID FINAL BILL	1311200	\$79.09
		Total for Check: 113057	\$79.09
NFPA			
215429	STANDARD 1710-2016 EDIT	37394	\$98.15
		Total for Check: 113058	\$98.15
NUCO2 INC			
215510	CYLINDER RENTAL	54627456	\$37.30
		Total for Check: 113059	\$37.30
ORTIGARAS MUSICVILLE,IN			
215497	PIANO TUNING	012918	\$100.00
		Total for Check: 113060	\$100.00
PADDLE IN THE PARKS			
215511	COURT MANAGEMENT	JANUARY	\$1,071.42
		Total for Check: 113061	\$1,071.42
PARKREATION INC			
215496	REPLACE SWING AT STOUGH	5829	\$600.00
		Total for Check: 113062	\$600.00
PRAXAIR DISTRIBUTION, INC			
215422	CYLINDER RENTAL	80941011	\$67.43
		Total for Check: 113063	\$67.43
PRESCIENT SOLUTIONS INC			
215558	MONTHLY IT SVC 2-15/3-14	0218020	\$14,960.00
		Total for Check: 113064	\$14,960.00
PRO ONE BUILDERS INC.			

WARRANT REGISTER: 1643

DATE: 02/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
215521	VH INSTALL DOOR	1059	\$2,250.00
215521	VH INSTALL DOOR	1059	\$1,560.00
215521	VH INSTALL DOOR	1059	\$4,800.00
Total for Check: 113065			\$8,610.00
PROVEN BUSINESS SYSTEMS			
215562	QTRLY COPIER MAINTENANCE	451640	\$126.62
215562	QTRLY COPIER MAINTENANCE	451640	\$37.11
215562	QTRLY COPIER MAINTENANCE	451640	\$120.44
215562	QTRLY COPIER MAINTENANCE	451640	\$120.43
Total for Check: 113066			\$404.60
RAY O'HERRON CO INC			
215512	PD CLOTHING	1802340-IN	\$395.58
215513	WORK APPAREL	1801808-IN	\$69.00
Total for Check: 113067			\$464.58
READY REFRESH BY NESTLE			
215571	BOTTLE WATER	18A0120706023	\$63.82
Total for Check: 113068			\$63.82
ROBERT CROWN CENTER			
215503	KLM SECURITY DEP-EN180105	24545	\$250.00
Total for Check: 113069			\$250.00
RYDIN SIGN & DECAL			
215440	VEHICLE LICENSES 2018-19	340334	\$2,029.10
Total for Check: 113070			\$2,029.10
SHI INTERNATIONAL CORP			
215561	BARRACUDA UPDATES-SUPPORT	B07739136	\$2,036.00
Total for Check: 113071			\$2,036.00
SMITH & WARREN			
215413	CHIEF BADGE	A720256	\$192.56
Total for Check: 113072			\$192.56
SOUTH SIDE CONTROL SUPPLY			
215554	BOILER CONTROL PARTS	S100443698.002	\$119.71
215554	BOILER CONTROL PARTS	S100443698.002	\$119.70
Total for Check: 113073			\$239.41
SPRINT			
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$179.34
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$44.83
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$627.68
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$358.67
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$44.83

WARRANT REGISTER: 1643

DATE: 02/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$44.83
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$143.77
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$89.67
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$89.68
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$179.34
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$89.67
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$89.67
215486	PHONE CHARGES 12/24-1/23	977740515-185	\$403.51
Total for Check: 113074			\$2,385.49
STEPHEN A LASER ASSOC			
215412	NEW HIRE-PSYC SCREENING	2006391	\$550.00
Total for Check: 113075			\$550.00
SUBURBAN BUILDING			
215555	SBOC SPRING SCHOOL	020618	\$2,125.00
Total for Check: 113076			\$2,125.00
SUBURBAN DOOR CHECK			
215433	KEYS MADE	IN486948	\$88.44
Total for Check: 113077			\$88.44
SWARD, CARTER			
215417	REIMBURSE DETECTIVE CLOTH	12302017	\$217.00
Total for Check: 113078			\$217.00
SWEARINGEN, SHANNON			
215501	KLM SECURITY DEP-EN180127	23398	\$250.00
Total for Check: 113079			\$250.00
TATE ENT			
215564	CONT BD-33 E BIRCHWOOD	24364	\$500.00
Total for Check: 113080			\$500.00
TAUNTON DIRECT			
215438	FINE HOMEBUILDING SUB	012918	\$34.95
Total for Check: 113081			\$34.95
TELCOM INNOVATIONS GROUP			
215560	PRI TROUBLESHOOTING	A51218	\$142.50
Total for Check: 113082			\$142.50
THE HINSDALEAN			
215407	PUBLIC HEARING-#A-44-2017	3312	\$503.25
215540	PUBLIC HEARING-#APP-03-17	3353	\$308.55
Total for Check: 113083			\$811.80
THE POLICE & SHERIFFS			

WARRANT REGISTER: 1643

DATE: 02/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
215409	RETIRED ID CARD	102367	\$17.49
Total for Check: 113084			\$17.49
THIRD MILLENIUM			
215492	MONTHLY FEES-MAR-APR-MAY	21690	\$450.00
215545	UTILITY BILLING-JANUARY	21710	\$1,051.61
Total for Check: 113085			\$1,501.61
TOSHIBA FINANCIAL SERVICE			
215563	LEASE FOR ADMIN COPIER	349721654	\$350.90
Total for Check: 113086			\$350.90
TPI BLDG CODE CONSULTANT			
215556	3RD PTY PLUMBING INSP-JAN	201801	\$1,750.00
Total for Check: 113087			\$1,750.00
TREES R US INC			
215514	TREE PRUNING	21509	\$6,385.40
Total for Check: 113088			\$6,385.40
TRESSLER, LLP			
215574	PROF FEES THRU 1/31/18	388910	\$1,500.00
Total for Check: 113089			\$1,500.00
VERIZON WIRELESS			
215441	WATER DEPT IPADS	9800425350	\$72.02
215442	FIRE IPADS	9800425350	\$72.02
215443	POLICE NEW TABLES	9800425350	\$72.02
215444	PD CAMERAS	9800425350	\$83.66
Total for Check: 113090			\$299.72
WAREHOUSE DIRECT INC			
215427	MISC OFFICE SUPPLIES	3764947-0	\$91.95
215428	INK CARTRIDGE	3764947-1	\$45.91
215436	OFFICE SUPPLIES	3765150	\$22.79
215437	OFFICE SUPPLIES	3773267	\$396.33
215494	PAPER FOR VH	3783174-0	\$383.88
215515	JANITORIAL SUPPLIES	3772208-0	\$199.09
215516	SUPPLIES CUPS, CREAMER	3765569-0	\$71.68
215517	TONER OFFICE SUPPLIES	3765013-0	\$117.52
215518	TONER OFFICE SUPPLIES	3765499-0	\$538.00
215519	OFFICE CLEANING SUPPLIES	3772452-0	\$89.14
215551	LINEN PAPER	3785280-0	\$49.98
Total for Check: 113091			\$2,006.27
WEST SUBURBAN WOMEN'S			
215504	KLM SECURITY DEP-EN180106	24514	\$500.00
Total for Check: 113092			\$500.00

Run date: 13-FEB-18

Village of Hinsdale

Page: 11

WARRANT REGISTER: 1643

DATE: 02/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
XEROX CORPORATION			
215439	FINANCE COPIER MAINTENANC	091932551	\$85.00
215493	MAINTENANCE FIN COPIER	092076369	\$85.00
Total for Check: 113093			\$170.00
YIAYIAS PANCAKE HOUSE			
215550	OT SNOW MEAL	140209	\$124.31
Total for Check: 113094			\$124.31
DATACOM			
215586	SOFTWARE/CRIMINAL COMPL	012318	\$449.00
Total for Check: 113096			\$449.00
ILLINOIS TACTICAL OFFICER			
215585	RIFLE TRAINING CLASS	5434	\$90.00
Total for Check: 113097			\$90.00

REPORT TOTAL \$498,974.42

END OF REPORT

113095 VOID



REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Consent - EPS

SUBJECT: Contract #1582 Extension - Tree Pruning

MEETING DATE: February 15, 2018

FROM: John Finnell, Superintendent of Parks and Forestry

Recommended Motion

To award extension of contract #1582 for Tree Pruning to Trees R Us Inc. in an amount not to exceed \$73,906.

Background

The current Tree Pruning Contract #1582 is nearing expiration, which is April 30, 2018. Trees R Us Inc. has submitted written notification to the Village expressing their interest in extending the current tree pruning contract for one additional year. The new contract extension will take place from May 1, 2018 through April 30, 2019. Trees R Us Inc. has stated they will honor the terms, conditions, and pricing as the original contract.

In the proposed Fiscal Year 2018-19 budget there is a total of \$73,906 in the Public Services Department line item 2203-7319 for contracted tree pruning. As part of this contract, staff estimates, approximately 1100 trees will be pruned.

Discussion & Recommendation

Trees R Us Inc. has provided the Village professional service for tree pruning; there have been no issues with property damage and no resident complaints. As performance has been acceptable, Public Services Staff recommends proceeding with approval of the proposed contract extension.

Budget Impact

There is a total of \$73,906 included in the proposed FY18-19 budget for the mentioned tree pruning services.

Village Board and/or Committee Action

This item is included on the Consent Agenda as a routine item, as it meets the criteria specified in the meeting policy; purchases that are in the approved budget, within budget and under \$500,000.

Documents Attached

1. Trees R Us Inc. Contract Extension Request Letter

Attachment #1



Trees "R" Us Inc.

COMPLETE TREE SERVICE

RESIDENTIAL & COMMERCIAL

PO BOX 6014
Wauconda, IL 60084

www.treesrusinc.com
Phone: 847-913-9069
Fax: 847-487-3753

January 31, 2018

Village of Hinsdale
19 E. Chicago Ave
Hinsdale, IL 60521
Attn: John Finnell, Village Forester

RE: Extension of Contract # 1582
Tree Pruning

Mr. Finnell,

The term for the Tree Pruning Contract # 1582 will expire on April 1, 2018. The contract allows for a one (1) year extension. Trees "R" Us, Inc. would like to execute the extension for April 1, 2018 through April 1, 2019. All terms, conditions and pricing will remain the same as Contract #1582.

We hope this is acceptable to the Village of Hinsdale as well. We look forward to a continued relationship with you. If you have any questions, or need further information, please let me know.

Sincerely,

Nick Willis
Vice President
Trees "R" Us, Inc.

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

AGENDA SECTION: Consent - EPS

SUBJECT: Contract #1624 Extension – Landscape Maintenance Services

MEETING DATE: February 15, 2018

FROM: John Finnell, Superintendent of Parks and Forestry

Recommended Motion

To award extension of contract #1624 for Landscape Maintenance Services to A&B Landscaping and Tree Service Inc. in an amount not to exceed \$135,145.

Background

The current Landscape Maintenance Services Contract #1624 has expired as of November 30, 2017. As part of the Landscape Maintenance Services Contract #1624, there is an option to renew the contract for two (2) additional one (1) year periods, which is subject to approval from both parties.

A&B Landscaping and Tree Service Inc. has submitted written notification to the Village expressing their interest in extending the current Landscape Maintenance Contract for one (1) additional year. The new contract extension will take place from April 1, 2018 through November 30, 2018. As per the original contract, the terms, conditions, and pricing will remain the same.

The Landscape Maintenance Services Contract #1624 includes maintenance of 140 acres of public green space within the Village. The 140 acres of public green space includes; 23 acres of Village right-of-way ("ROW"), 117 acres of park grounds, and management of 59 rain gardens within the Woodlands neighborhood.

Discussion & Recommendation

A&B Landscaping and Tree Services Inc. has provided the Village professional services for landscape maintenance. A&B Landscaping and Tree Service Inc.'s performance has been acceptable and there has been no resident complaints. Public Services Staff recommends proceeding with approval of the proposed contract extension.

Budget Impact

There is a total of \$135,145 included in the proposed FY18-19 budget for the mentioned landscape maintenance services. Below is the breakdown of the budgeted funds per each Village account.

	2202-7312	3301-7312	3724-7399	3951-7312	
	ROW Mowing Rain Gardens	Parks	KLM Lodge	Hinsdale Pool	Total
Budget	\$36,727	\$89,100	\$4,318	\$5,000	\$135,145

Village Board and/or Committee Action

This item is included on the Consent Agenda as a routine item, as it meets the criteria specified in the meeting policy; purchases that are in the approved budget, within budget and under \$500,000.

Documents Attached

1. A&B Landscaping and Tree Service Inc. Contract Extension Request Letter

A & B Landscaping and Tree Service Inc.

P.O. Box 344

Riverside, IL 60546

708-447-6902 / 708-514-0512

AandBLandscapingInc@hotmail.com

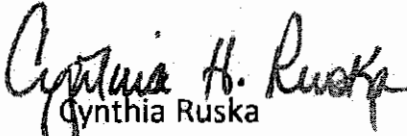
* Arborist * Tree Removal * Lawn Maintenance * Landscape
* Paver Installation * Firewood * Snow Plowing

February 12, 2018

Hinsdale Village Board,

We are requesting your approval to renew the **Contract for Landscape Maintenance Services – Bid #1624** for the 2018 season. All terms, conditions, and pricing will remain the same as Contract #1624.

Sincerely,


Cynthia Ruska
President

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Second Reading – ACA

SUBJECT: FY 2018-19 through FY 2022-23 Capital Improvement Plan

MEETING DATE: February 15, 2018

FROM: Darrell Langlois, Assistant Village Manager/Finance Director *ML*

Recommended Motion

Move to Approve the FY 2018-19 through FY 2022-23 Capital Improvement Plan.

Background

On December 29, 2017, the draft FY 2018-19 through FY 2022-23 Capital Improvement Plan (CIP) was distributed to the Village Board and Finance Commission and was posted on the Village's Website. On January 9, 2018 the draft document was reviewed in detail at a joint Committee-of-the-Whole and Finance Commission meeting.

Discussion & Recommendation

As a result of the joint meeting, staff was asked to prioritize the capital listings for FY 2018-19 and FY 2019-20 in order to have a plan in place should there not be sufficient funds to fund the CIP as proposed. Attached are the schedules that were prepared in response to this request. These documents were provided to the Finance Commission at their meeting on January 17, 2018, whereby they further requested that staff provide an estimate as to when these expenditures would be expected to occur. This information is also provided on the schedule. The CIP has now been available to the Village Board, Finance Commission, and general public for over 45 days, and subsequent to the joint meeting there have been no changes to the document requested. Thus, staff recommends approval of the document as originally presented.

Budget Impact

The CIP will form the foundation for the capital outlay items that will be included in the FY 2018-19 Budget. Once the CIP is approved, staff will start preparing to move forward on some of the items that will appear in next year's budget that have long lead times, such as the roof projects, so that completion during next budget year will be possible. As a reminder, for those items in the CIP specific Village Board spending authorization is still required for all items that exceed \$20,000.

Village Board and/or Committee Action

On January 9, 2018 the draft document was reviewed in detail at a joint Committee-of-the-Whole and Finance Commission meeting, which satisfies the first reading requirement.

Documents Attached

1. CIP Priority Lists

Please note the CIP was previously distributed on December 29, 2017.

**CIP Priority List
FY 2018-19**

Rank	Item	Department	Funding Source	Amount	Critical/Recommended/ Contingent	Month Received*	Comments
1	Replace Automated Chest Compression Devices (2)	Fire Department	Corporate Fund	\$25,000	Critical	May	Used approximately 24 times per year
2	Well #5 Rehabilitation	Water/Sewer	Water/Sewer Fund	\$76,000	Critical	December	
3	Replace/Upgrade Surveillance System	Police Department	Corporate Fund	\$120,000	Critical	September	Legal Compliance
4	Fire Hydrant Replacement	Water/Sewer	Water/Sewer Fund	\$25,000	Critical	February	Ongoing Maintenance Plan
5	ERP	Finance/IT	Corporate Fund	\$275,000	Critical	Ongoing	Current software has been discontinued
6	Upgrade Servers	Finance/IT	Corporate Fund	\$15,000	Critical	December	ERP Dependent
7	Replace Storage Area Network (SAN)	Finance/IT	Corporate Fund	\$47,000	Critical	December	ERP Dependent
8	Replace Unit #92 Toolcat with Plow and Spreader	Public Services	Corporate Fund	\$65,000	Critical	August	Essential for snow plow operations, all season use
9	Fuel Tank	Public Services	Corporate Fund	\$324,000	Critical	December	Cost Share Potential
10	Replace Roadway Truck Unit #6	Public Services	Corporate Fund	\$65,000	Critical	August	Snow and Ice
11	Replace and Upgrade Veeck Park CSO SCADA System	Water/Sewer	Water/Sewer Fund	\$50,000	Critical	August	Water Data Reporting Requirements
12	Security Improvements	Police Department	Corporate Fund	\$65,000	Critical	June	
13	KLM Lodge Roof Repairs	Parks and Recreation	Corporate Fund	\$35,000	Critical	December	Roof Study
14	Repair Brush Hill Train Station Roof	Public Services	Corporate Fund	\$30,000	Critical	December	Roof Study
15	Community Pool Facility Audit	Parks and Recreation	Corporate Fund	\$10,000	Critical	September	Last Pool Audit 2010, Structural
16	Replace Pool Heaters (3)	Parks and Recreation	Corporate Fund	\$12,000	Critical	November	Essential to maintain temperature
17	Pump Motor Maintenance	Parks and Recreation	Corporate Fund	\$13,000	Critical	February	Preventative Maintenance
18	Refurbish Truck #T84	Fire Department	Corporate Fund	\$30,000	Critical	September	Preventative Maintenance
19	West Hinsdale Train Station Parking Lot Resurfacing	Public Services	Corporate Fund	\$15,000	Critical	October	Heavily used
			TOTAL	\$1,297,000			
20	Replace Supervisor Patrol Vehicle Unit #40	Police Department	Corporate Fund	\$34,000	Recommended	February	Critical Next FY if Deferred
21	Resurface Tennis and Basketball Courts, add Pickle Ball Courts Brook Park	Parks and Recreation	Corporate Fund	\$100,000	Recommended	November	Deferred from Last FY, Pickleball Addition Low Cost, Possible 3-6K donation is contingent upon resurfacing being completed this FY
22	Resurface Tennis and Basketball Courts - Peirce Park	Parks and Recreation	Corporate Fund	\$45,000	Recommended	November	Deferred from Last FY
23	Replace In-Car Cameras	Police Department	Corporate Fund	\$70,000	Recommended	August	Current System Functions
24	Replace Electronic Fingerprint Identification System	Police Department	Corporate Fund	\$30,000	Recommended	March	Purchase Contingent on New DUJIS System
25	Parking Lot Resurfacing - Robbins	Parks and Recreation	Corporate Fund	\$75,000	Recommended	October	Heavily Used, Cost Sharing
26	Resurface Apparatus Floor	Fire Department	Corporate Fund	\$37,800	Recommended	August	High Maintenance Costs Associated
27	Replace Roadway Truck Unit #27	Public Services	Corporate Fund	\$80,000	Recommended	August	
28	Replace Truck with Lift Gate Unit #3	Parks and Recreation	Corporate Fund	\$36,000	Recommended	August	Daily use
			TOTAL	\$507,800			
29	Replace Board Room/Broadcast Equipment	Finance/IT	Corporate Fund	\$39,500	Contingent on Funding	December	PEG Reimbursement Possible
30	Replace Street Poles/Lamps	Public Services	Corporate Fund	\$12,500	Contingent on Funding	November	25 Year Replacement Plan
31	Replace Park Benches	Parks and Recreation	Corporate Fund	\$30,000	Contingent on Funding	August	Parks and Rec. Commission Recommendation
32	Resurface Courts at KLM & Burns Field	Parks and Recreation	Corporate Fund	\$25,500	Contingent on Funding	August	HPTA Currently Being Negotiated
33	Undercover Vehicle	Police Department	Corporate Fund	\$19,000	Contingent on Funding	June	
34	Aquatic Climbing Wall	Parks and Recreation	Corporate Fund	\$17,000	Contingent on Funding	May	Parks and Rec. Commission Recommendation
35	Ogden Ave. Gateway Entry Marker Sign	Economic Development	Corporate Fund	\$40,000	Contingent on Funding	August	Reviewing design/cost alternatives, Funding Source: Food and Beverage Tax
			TOTAL	\$183,500			

*All dates are tentative

Corporate Fund Total	\$1,837,300
Water/Sewer Fund Total	\$151,000
FY 2018-19 CIP Total	\$1,988,300

**CIP Priority List
FY 2019-20**

Rank	Item	Department	Funding Source	Amount	Critical/Recommended/ Contingent	Month Received*	Comments
1	Replace Self-Contained Breathing Apparatus	Fire Department	Corporate Fund	\$200,000	Critical	June	Potential Grant Opportunities Up to 170K
2	Fire Hydrant Replacement	Water/Sewer	Water/Sewer Fund	\$25,000	Critical	February	Ongoing Maintenance Plan
3	ERP	Finance/IT	Corporate Fund	\$75,000	Critical	Ongoing	Current software has been discontinued
4	Replace Forestry Chipper #57	Public Services	Corporate Fund	\$70,000	Critical	December	Essential for storm debris clean-up
5	Replace Roadway Front Loader Unit #8	Public Services	Corporate Fund	\$150,000	Critical	December	Essential for snow plow operations, all season use
6	Replace Garage Doors and Operators	Police Department	Corporate Fund	\$20,000	Critical	August	
7	Replace Pool Heaters (3)	Parks and Recreation	Corporate Fund	\$10,000	Critical	December	Essential to maintain temperature
8	Pump Motor Maintenance	Parks and Recreation	Corporate Fund	\$20,000	Critical	February	Preventative Maintenance
9	Well #10 Rehabilitation and Controls	Water/Sewer	Water/Sewer Fund	\$88,000	Critical	February	Less Critical than Other Two Wells
10	Replace Patrol Vehicle Unit #43	Police Department	Corporate Fund	\$35,000	Critical	January	Daily Use
11	Replace Patrol Vehicle Unit #32	Police Department	Corporate Fund	\$35,000	Critical	January	Daily Use
			Total	\$728,000			
12	Replace Vactor Unit #15 and Sewer Jet Unit #30	Water/Sewer	Water/Sewer Fund	\$350,000	Recommended	December	Essential to repair and clean-up functions
13	Installation of Safety Barriers on Washington	Public Services	Corporate Fund	\$60,000	Recommended	August	In Conjunction with Sidewalk Replacement, Deferred Due to Parking Deck
14	Replace Street Poles/Lamps	Public Services	Corporate Fund	\$12,500	Recommended	November	25 Year Replacement Plan
15	Public Services Garage Tuckpointing	Public Services	Corporate Fund	\$130,000	Recommended	December	Roof Study
16	Replace Phone System Hardware	Finance/IT	Corporate Fund	\$30,000	Recommended	December	
17	Replace Patrol Vehicle Unit #44	Police Department	Corporate Fund	\$35,000	Recommended	January	Daily Use
18	Gutters & Soffit Replacement - KLM Lodge	Parks and Recreation	Corporate Fund	\$30,000	Recommended	November	Roof Study
19	Memorial Electrical Upgrades	Public Services	Corporate Fund	\$30,000	Recommended	August	
20	19 Additional Parking Payboxes	Police Department	Corporate Fund	\$247,000	Recommended	March	CMAP Study
21	Resurface Road & Parking Lots - KLM	Parks and Recreation	Corporate Fund	\$300,000	Recommended	October	
22	Lincoln Street Parking Lot Resurfacing	Public Services	Corporate Fund	\$30,000	Recommended	October	
			Total	\$1,254,500			
23	Memorial Building South Patio	Public Services	Corporate Fund	\$55,000	Contingent on Funding	October	
24	Gateway Entry Marker Signs (5)	Economic Development	Corporate Fund	\$50,000	Contingent on Funding	September	Funding Source: Food and Beverage Tax
			Total	\$105,000			

*All dates are tentative

Corporate Fund Total	\$1,624,500
Water/Sewer Fund Total	\$463,000
FY 2019-20 CIP Total	\$2,087,500

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Text Amendment Application for Automobile Driving School in the O-2 District as a Special Use, and concurrent Special Use Permit Responsible Driver – 7 N. Grant Street (lower level) in the O-2 District

MEETING DATE: February 15, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance amending Section 6-106 ("Special Uses") of the Hinsdale Zoning Code to allow Automobile Driving Instruction as a Special Use in the O-2 Limited Office Zoning District; **and**

Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the O-2 Limited Office Zoning District at 7 N. Grant St. - Responsible Driver

Background

The Village of Hinsdale has received an application from Mr. Bryan Kearney, the owner of Responsible Driver driving school, requesting approval for a Text Amendment to establish a driving school at 7 N. Grant Street, with a Special Use Permit in the O-2 Limited Office District. Per the zoning code, a driving school is not a permitted use or special use in the O-2 Limited Office District. Music schools, tutoring and educational curriculum development services require a special use permit in the O-2 District. However, "automobile driving instruction" is a specific educational service per the zoning code.

Responsible Driver plans to use the Hinsdale location at 7 N. Grant Street to conduct classes in an office space approximately 550 square feet in area. The schedule for classes is:

	Days	Hours
Aug. - May	Mon. - Thurs.	4 PM - 8:30 PM
	Sunday	1 PM - 7 PM
June - July	Mon. - Thurs.	8 AM - 12 PM and 4 PM - 8 PM

Each class will have a maximum of 25 students. All students will stay inside the classroom for the entire 2-hour class. Students would be dropped off at the front building entrance on Grant Street or parking lot behind the building. All behind-the-wheel lessons will be arranged through Responsible Driver's main location in La Grange.

Discussion & Recommendation

At the Plan Commission (PC) meeting on January 10, 2018, the applicant presented at the public hearing the business background, classroom/tenant space, business format and

logistics for the driving school classes. The applicant also stated that the lease will comply with the Board of Trustees recommendation for 1 parking space/250 SF.

The PC was generally supportive of the request, and had no major concerns. However, a Commissioner recommended the applicant install a bike rack for the students to use.

The PC unanimously recommended approval for the text amendment application as submitted, and the concurrent special use permit with the recommendation to provide a bike rack for the building, 8-0 (1 absent).

Village Board and/or Committee Action

At the November 21 2017, Board of Trustees meeting, the Village Board discussed driving schools in general in the O-2 District, had no general issues as a special use, and referred the application to the Plan Commission.

At the February 6, 2018, Board of Trustees meeting, the Village Board had no issues with the application after the applicant presented, and moved the item forward for Second Reading.

Documents Attached

Ordinances for Text Amendment and Special Use Permit

The following related materials were provided for the Board of Trustees of this item on February 6, 2018, and can be found on the Village website at:

<http://www.villageofhinsdale.org/docs/VBOT%2018%2002%2006%20optimized.pdf>

Text Amendment/Special Use Applications

Zoning Map Location of 7 N. Grant Street

Birds Eye View of 7 N. Grant Street

Street View of 7 N. Grant Street

Zoning Code Section 6-101 Purposes: Office Districts

Zoning Map highlighting all the O-2 Districts in Hinsdale

Parking Lot photo for 7 N. Grant Street and 111 Chicago Avenue

Plan Commission Public Hearing Transcript (01.10.18 PC meeting)

Draft PC Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 6-106 ("SPECIAL USES") OF THE
HINSDALE ZONING CODE TO ALLOW AUTOMOBILE DRIVING INSTRUCTION AS
A SPECIAL USE IN THE O-2 LIMITED OFFICE ZONING DISTRICT**

WHEREAS, the Village of Hinsdale (the "Village") has received an application (the "Application") from Responsible Driver (the "Applicant") pursuant to Section 11-601 of the Hinsdale Zoning Code for an amendment to the text of Section 6-106 of the Zoning Code to allow automobile driving instruction as a special use in the O-2 Limited Office Zoning District (the "Proposed Text Amendment"); and

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

WHEREAS, on January 10, 2018, the Plan Commission held a public hearing on the Application. After considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Proposed Text Amendment by a vote of eight (8) in favor and none (0) opposed, with one (1) member absent, as set forth in the Plan Commission's Findings and Recommendation relative to the Proposed Text Amendment for Plan Commission Case No. A-38-2017 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

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

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

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

Section 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length, The President and Board of Trustees further find that

the Proposed Text Amendment set forth below is demanded by and required for the public good.

Section 3: Amendment. Chapter 6 (Office Districts), Section 6-106 (Special Uses), of the Hinsdale Zoning Code is hereby amended at subsection (B) (Services) of the Use Table to insert a new number 12, to read in its entirety as follows:

	O-1	O-2	O-3
B. Services:			
12. <u>Automobile driving instruction.</u>		S	

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

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

PASSED this ____ day of _____ 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2018, and
attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE PLAN COMMISSION

RE: Case A-38-2017 – Applicant: Responsible Driver (driving school) – 7 N. Grant Street (lower level)

Request: Text Amendment to Section 6-106 ("Special Uses"), to allow automobile driving instruction as a Special Use in O-2 Limited Office Zoning Districts, and a concurrent Special Use Permit to operate an automobile driving instruction school at 7 N. Grant Street (lower level)

DATE OF PLAN COMMISSION (PC) REVIEW: January 10, 2018

DATE OF BOARD OF TRUSTEES 1ST READING: February 6, 2018

FINDINGS AND RECOMMENDATION

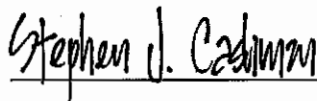
I. FINDINGS

1. On January 10, 2018, the PC heard testimony from the applicant, the owner of Responsible Driver, Brian Kearney. He reviewed the driving school history, including its current location at 700 E. Ogden Avenue, in Westmont IL., and stated that has been teaching driver's education for three years. Mr. Kearney also reviewed the subject property for the proposed location at 7 N. Grant Street, at the lower level, as he described as a basement area. The square footage is approximately 550 SF, 400 SF of which will be dedicated for the classroom, and 150 SF for an office.
2. The applicant reviewed the parking, and stated there are 11 spaces behind the building, and an additional 5 to 8 spots in the front, parallel to the building for student drop off. Of the 11 spaces, he stated that Responsible Driver is guaranteed for 9 spaces. Mr. Kearney also referenced that the 7 N. Grant Street building owner also owns the building immediately south, 111 W. Chicago Avenue, and has offered additional parking spaces if necessary. The parking lots are contiguous between 7 N. Grant Street and 111 W. Chicago Avenue.
3. The Plan Commission Chairman asked the Village Planner to clarify if the Board of Trustees recommendation is for 1 space for every 250 SF of tenant space for driving schools. The Village Planner stated correct, the Code does not regulate parking spaces for driving schools; however, the Village Board recommended 1 space/250 SF to be consistent with similar uses in the Code. To that end, the applicant is required to have 2 parking spaces, and meets the requirement as presented.
4. Commissioner Crnovich asked the applicant if he has plans for a bike rack. The applicant stated yes, but it is contingent on the building owner's support. If so, the bike rack would be installed on the north side of the building near the entrance. Commissioner Crnovich reiterated that she supports a bike rack at the subject property. The applicant stated that he agrees.
5. There were no comments from the audience during the public comment period of the public hearing.

II. RECOMMENDATIONS

Following a motion to recommend approval of the text amendment application as presented, and the concurrent special use permit, with the recommendation to provide a bike rack for the building, the Plan Commission, on a vote of 8-0 (1 absent), recommends that the President and Board of Trustees approve the application.

THE HINSDALE PLAN COMMISSION By:



Chairman

Dated this 13th day of February, 2018.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE PROVISION OF
AUTOMOBILE DRIVING INSTRUCTION SERVICES IN THE O-2 LIMITED OFFICE
ZONING DISTRICT AT 7 N. GRANT ST. – RESPONSIBLE DRIVER**

WHEREAS, an application (the "Application") seeking a special use permit to provide automobile driving instruction services in the O-2 Limited Office Zoning District, at property commonly known as 7 N. Grant St., 1st Floor (the "Subject Property") was filed by Responsible Driver (the "Applicant") with the Village of Hinsdale; and

WHEREAS, automobile driving instruction service uses are, following recent text amendments to Section 6-106 of the Hinsdale Zoning Code ("Zoning Code"), special uses in the O-2 Limited Office Zoning District; and

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

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

WHEREAS, on January 10, 2018, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*. After considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the special use, by a vote of eight (8) in favor and none (0) opposed, with one (1) absent, as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-38-2017 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

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

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

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

Section 2: 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 Plan 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: Approval of a Special Use for Automobile Driving Instruction Services. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approve a special use permit for the establishment of a business offering automobile driving instruction services in the O-2 Limited Office Zoning District on the Subject Property located at 7 N. Grant St., Hinsdale, Illinois, legally described in **Exhibit A**.

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

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

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

PASSED this _____ day of _____ 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2018, 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: _____, 2018

EXHIBIT A

LEGAL DESCRIPTION

LOT 3 (EXCEPT THE NORTH 65 FEET THEREOF AND EXCEPT THE SOUTH 50 FEET THEREOF) IN BLOCK 8 OF STOUGH'S ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1868 AS DOCUMENT 9593, IN RECORDERS OFFICE IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-01-330-004

COMMONLY KNOWN AS: 7 N. GRANT ST., 1ST FLOOR, HINSDALE, IL 60521

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE PLAN COMMISSION

RE: Case A-38-2017 – Applicant: Responsible Driver (driving school) – 7 N. Grant Street (lower level)

Request: Text Amendment to Section 6-106 ("Special Uses"), to allow automobile driving instruction as a Special Use in O-2 Limited Office Zoning Districts, and a concurrent Special Use Permit to operate an automobile driving instruction school at 7 N. Grant Street (lower level)

DATE OF PLAN COMMISSION (PC) REVIEW: January 10, 2018

DATE OF BOARD OF TRUSTEES 1ST READING: February 6, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. On January 10, 2018, the PC heard testimony from the applicant, the owner of Responsible Driver, Brian Kearney. He reviewed the driving school history, including its current location at 700 E. Ogden Avenue, in Westmont IL., and stated that has been teaching driver's education for three years. Mr. Kearney also reviewed the subject property for the proposed location at 7 N. Grant Street, at the lower level, as he described as a basement area. The square footage is approximately 550 SF, 400 SF of which will be dedicated for the classroom, and 150 SF for an office.
2. The applicant reviewed the parking, and stated there are 11 spaces behind the building, and an additional 5 to 8 spots in the front, parallel to the building for student drop off. Of the 11 spaces, he stated that Responsible Driver is guaranteed for 9 spaces. Mr. Kearney also referenced that the 7 N. Grant Street building owner also owns the building immediately south, 111 W. Chicago Avenue, and has offered additional parking spaces if necessary. The parking lots are contiguous between 7 N. Grant Street and 111 W. Chicago Avenue.
3. The Plan Commission Chairman asked the Village Planner to clarify if the Board of Trustees recommendation is for 1 space for every 250 SF of tenant space for driving schools. The Village Planner stated correct, the Code does not regulate parking spaces for driving schools; however, the Village Board recommended 1 space/250 SF to be consistent with similar uses in the Code. To that end, the applicant is required to have 2 parking spaces, and meets the requirement as presented.
4. Commissioner Crnovich asked the applicant if he has plans for a bike rack. The applicant stated yes, but it is contingent on the building owner's support. If so, the bike rack would be installed on the north side of the building near the entrance. Commissioner Crnovich reiterated that she supports a bike rack at the subject property. The applicant stated that he agrees.
5. There were no comments from the audience during the public comment period of the public hearing.

II. RECOMMENDATIONS

Following a motion to recommend approval of the text amendment application as presented, and the concurrent special use permit, with the recommendation to provide a bike rack for the building, the Plan Commission, on a vote of 8-0 (1 absent), recommends that the President and Board of Trustees approve the application.

THE HINSDALE PLAN COMMISSION By:

Stephen J. Cashman, Chairman

Dated this 14 day of February, 2018.

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Text Amendment Application for Driving School in the B-1 District as a Special Use, not on the 1st floor, and concurrent Special Use Permit Top Driver – 1 Grant Square (2nd Floor) in the B-1 District

MEETING DATE: February 15, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance amending Section 5-105 (“Special Uses”) of the Hinsdale Zoning Code to allow Automobile Driving Instruction as a Special Use in the B-1 Community Business Zoning District; **and**

Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the B-1 Community Business Zoning District at 1 Grant Square – Top Driver

Background

The Village of Hinsdale has received an application from Mr. Paul Zalatoris, the CEO of Top Driver driving school, requesting approval for a Text Amendment to establish a driving school at 1 Grant Square, on the second floor, with a Special Use Permit in the B-1 Community Business District. Per the zoning code, a driving school is not a permitted use or special use in the B-1 Community Business District. Educational Services require a special use permit in the B-2 (but not on the 1st floor) and B-3 Business Districts. However, “automobile driving instruction” is a specific educational service SIC code classification.

Top Driver plans to use its Hinsdale location at 1 Grant Square, second floor, to conduct classes in an office space approximately 1,000 square feet in area. Classes would be held:

	Days	Hours
Aug. - May	Mon. - Thurs.	4 PM - 6 PM and 7 PM - 9 PM
	Sunday	10:45 AM - 7:30 PM (four 2-hr classes)
June - July	Mon. - Thurs.	8 AM - 8 PM (four 2-hr classes)
	Sunday	10 AM - 12 PM or 1 PM - 3 PM

The applicant has no current plans to conduct classes on Friday or Saturday, but noted it is possible in the future to offer classes on those days.

Each class will have a maximum of 30 students, with an average size between 18 and 20 students. The location at 1 Grant Square would be utilized for a classroom only. In-vehicle lessons would be handled with pick up and drop off from the student’s homes. The applicant anticipates using 2 vehicles to service its clients in the area, and will have 4 dedicated

parking spaces, per the Village Board's recommendation for 1 space per 250 SF of tenant space.

Discussion & Recommendation

At the Plan Commission (PC) meeting on January 10, 2018, the applicant presented at the public hearing the business background, classroom/tenant space, business format and logistics for the driving school classes. The applicant also stated that the Board of Trustees recommendation for 1 parking space/250 SF, would comply per the lease.

The PC was supportive of the request and had no major concerns. However, a Commissioner recommended the applicant install a bike rack for the students to use.

The PC unanimously recommended approval for the text amendment application and the concurrent special use permit, as submitted, 8-0 (1 absent).

Village Board and/or Committee Action

At the October 3, 2017, Board of Trustees meeting, the Village Board discussed driving schools in general in the B-1 District, however, agreed the use should be considered for the second floor only, to prevent displacing first floor retail space and uses in the B-1 District.

At the November 21, 2017, Board of Trustees meeting, the Village Board had no general issues with the application and unanimously referred the item to the PC, with the recommendation to establish a minimum parking requirement of 1 space for every 250 SF for the special use.

At the February 6, 2018, Board of Trustees meeting, the Village Board had no issues with the application after the applicant presented, and moved the item forward for Second Reading.

Documents Attached

Ordinances for Text Amendment and Special Use Permit

The following related materials were provided for the Board of Trustees of this item on February 6, 2018, and can be found on the Village website at:

<http://www.villageofhinsdale.org/docs/VBOT%2018%2002%2006%20optimized.pdf>

Text Amendment/Special Use Applications

Zoning Map Location of 1 Grant Square

Birds Eye View of 1 Grant Square

Street View of 1 Grant Square

Zoning Code Section 5-101 Purposes: Business Districts

Zoning Map highlighting all the B-1 Districts in Hinsdale

Plan Commission Public Hearing Transcript (01.10.18 PC meeting)

Draft PC Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 5-105 ("SPECIAL USES") OF THE HINSDALE ZONING CODE TO ALLOW AUTOMOBILE DRIVING INSTRUCTION AS A SPECIAL USE IN THE B-1 COMMUNITY BUSINESS ZONING DISTRICT

WHEREAS, the Village of Hinsdale (the "Village") has received an application (the "Application") from Top Driver (the "Applicant") pursuant to Section 11-601 of the Hinsdale Zoning Code for an amendment to the text of Section 5-105 of the Zoning Code to allow automobile driving instruction as a special use in the B-1 Community Business Zoning District, where offered other than on the first floor (the "Proposed Text Amendment"); and

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

WHEREAS, on January 10, 2018, the Plan Commission held a public hearing on the Application. After considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Proposed Text Amendment by a vote of eight (8) in favor and none (0) opposed, with one (1) member absent, as set forth in the Plan Commission's Findings and Recommendation relative to the Proposed Text Amendment for Plan Commission Case No. A-39-2017 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

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

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

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

Section 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length, The President and Board of Trustees further find that

the Proposed Text Amendment set forth below is demanded by and required for the public good.

Section 3: Amendment. Chapter 5 (Business Districts), Section 5-105 (Special Uses), of the Hinsdale Zoning Code is hereby amended at subsection (C) (Services) of the Use Table to insert a new number 25, to read in its entirety as follows:

		B-1	B-2	B-3
C. Services:				
25.	<u>Automobile driving instruction, but not on the first floor of any structure in the B-1 district.</u>	<u>S</u>		

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

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

PASSED this _____ day of _____ 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2018, and
attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE PLAN COMMISSION

RE: Case A-39-2017 – Applicant: Top Driver (driving school) – 1 Grant Square (2nd Floor)

Request: Text Amendment to Section 5-105 ("Special Uses"), to allow automobile driving instruction as a Special Use in B-1 Community Business Zoning Districts, but not on the first floor, and a concurrent Special Use Permit to operate an automobile driving instruction school at 1 Grant Square, on the 2nd floor.

DATE OF PLAN COMMISSION (PC) REVIEW: January 10, 2018

DATE OF BOARD OF TRUSTEES 1ST READING: February 6, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. On January 10, 2018, the PC heard testimony from the applicant's attorney, Pete Coules, on behalf of the owners of Top Driver, Paul and Caroline Zalatoris. He reviewed the zoning process for the applicant, in regards to educational services, and that this text amendment would potentially affect only two areas that are zoned B-1 Community Business District, with second floors. He also stated under the definition of the B-1 District, it is desired for uses that are compatible with the existing uses in the vicinity. In this case, he explained that this driving school is very compatible with the area, and will not add any stress to the parking lot or cause traffic congestion.
2. The applicant reviewed the existing businesses at Grant Square, including examples such as Kramer's grocery store, YiaYia's restaurant, barber, and fish store, and expressed that it is a great area for parents to go after dropping their kids off for driving class. Mr. Coules also pointed out the central location of subject property, and a place a lot of kids might be able to walk to.
3. The applicant reviewed that the tenant space is 1,000 SF, and that reserving 4 parking spaces is not an issue (per the Village Board's recommendation for 1 space/250SF). Mr. Coules stated there will be 2 driving cars they will keep in the shared parking lot of the shopping center.
4. A Commissioner Crnovich requested for a bike rack at the subject property. The applicant replied that there is one in the parking lot already, but he will request for one next to the bank.
5. There were no comments from the audience during the public comment period of the public hearing.

II. RECOMMENDATIONS

Following a motion to recommend approval of the text amendment application as presented, and the concurrent special use permit, the Plan Commission, on a vote of 8-0 (1 absent), recommends that the President and Board of Trustees approve the application as submitted.

THE HINSDALE PLAN COMMISSION By:

Stephen J. Cadman, Chairman

Dated this 13th day of February, 2018.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE PROVISION OF
AUTOMOBILE DRIVING INSTRUCTION SERVICES IN THE B-1 COMMUNITY
BUSINESS ZONING DISTRICT AT 1 GRANT SQUARE – TOP DRIVER**

WHEREAS, an application (the "Application") seeking a special use permit to provide automobile driving instruction services in the B-1 Community Business Zoning District, at property commonly known as 1 Grant Square, Fl. 2, on Chestnut Street (the "Subject Property") was filed by Top Driver (the "Applicant") with the Village of Hinsdale; and

WHEREAS, automobile driving instruction service uses are, following recent text amendments to Section 5-105 of the Hinsdale Zoning Code ("Zoning Code"), special uses in the B-1 Community Business Zoning District; and

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

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

WHEREAS, on January 10, 2018, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*. After considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the special use, by a vote of eight (8) in favor and none (0) opposed, with one (1) absent, as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-39-2017 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

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

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

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

Section 2: 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 Plan 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: Approval of a Special Use for Automobile Driving Instruction Services. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approve a special use permit for the establishment of a business offering automobile driving instruction services in the B-1 Community Business Zoning District on the Subject Property located at 1 Grant Square, Hinsdale, Illinois, legally described in **Exhibit A**.

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

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

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

PASSED this _____ day of _____ 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2018, 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: _____, 2018

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 AND 2 IN GRANT SQUARE SHOPPING CENTER RESUBDIVISION OF THAT PART OF OUT LOT 1 AND THAT PART OF DEPOT GROUNDS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTHERLY OF NORTH LINE SAID OUT LOT 1 IN (SAID POINT BEING ON SOUTHERLY RIGHT OF WAY OF CHICAGO AVENUE AS NOW PLATTED AND RECORDED) AND ON THE EAST LINE OF VINE STREET AS DESCRIBED IN QUIT CLAIM DEED RECORDED MAY 8, 1902 AS DOCUMENT 76425; THENCE EAST ALONG SOUTH LINE OF CHICAGO AVENUE 612.2 FEET MORE OR LESS TO WEST LINE OF EAST 166.28 FEET OF SAID OUT LOT 1; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 166.28 FEET OF SAID OUT LOT 1 (PART OF SAID WEST LINE BEING ALSO THE WEST LINE OF BERGMAN'S RESUBDIVISION, RECORDED JUNE 17, 1946 AS DOCUMENT 480985) 299.46 FEET TO SOUTHWEST CORNER OF SAID BERGMAN'S RESUBDIVISION; THENCE NORTH 65 DEGREES 21 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID BERGMAN'S RESUBDIVISION 182.70 FEET TO WEST LINE OF LINCOLN STREET; THENCE SOUTH 00 DEGREES 04 MINUTES 38 SECONDS EAST ALONG SAID WESTERLY LINE OF LINCOLN STREET 36.63 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 22 SECONDS WEST 20 FEET TO AN ANGLE POINT; THENCE SOUTH 65 DEGREES 21 MINUTES 28 SECONDS WEST 149.74 FEET TO AN ANGLE POINT; THENCE SOUTH 67 DEGREES 27 MINUTES 04 SECONDS WEST 232.07 FEET TO AN ANGLE POINT, SAID POINT BEING 107 FEET, MEASURED AT RIGHT ANGLES TO AND NORTHERLY OF CENTER LINE OF CENTER MAIN TRACK OF CHICAGO BURLINGTON AND QUINCY RAILROAD; THENCE SOUTH 74 DEGREES 52 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL WITH AND 107 FEET NORTHERLY OF AS MEASURED AT RIGHT ANGLES TO CENTER LINE OF CENTER MAIN TRACK OF CHICAGO, BURLINGTON AND QUINCY RAILROAD (BEING ALONG EXISTING NORTHERLY RIGHT OF WAY LINE OF SAID RAILROAD) 423.08 FEET MORE OR LESS TO EAST RIGHT OF WAY LINE OF VINE STREET; THENCE NORTH ALONG EAST RIGHT OF WAY LINE OF VINE STREET 521.39 FEET TO PLACE OF BEGINNING, AS SHOWN ON PLAT OF SUBDIVISION RECORDED MARCH 3, 1964, AS DOCUMENT R64-6737.

P.I.N.: 09-12-109-013

COMMONLY KNOWN AS: 1 GRANT SQUARE, FL 2, ON CHESTNUT ST.,
HINSDALE, IL 60521

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE PLAN COMMISSION

RE: Case A-39-2017 – Applicant: Top Driver (driving school) – 1 Grant Square (2nd Floor)

Request: Text Amendment to Section 5-105 ("Special Uses"), to allow automobile driving instruction as a Special Use in B-1 Community Business Zoning Districts, but not on the first floor, and a concurrent Special Use Permit to operate an automobile driving instruction school at 1 Grant Square, on the 2nd floor.

DATE OF PLAN COMMISSION (PC) REVIEW: January 10, 2018

DATE OF BOARD OF TRUSTEES 1ST READING: February 6, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. On January 10, 2018, the PC heard testimony from the applicant's attorney, Pete Coules, on behalf of the owners of Top Driver, Paul and Caroline Zalatoris. He reviewed the zoning process for the applicant, in regards to educational services, and that this text amendment would potentially affect only two areas that are zoned B-1 Community Business District, with second floors. He also stated under the definition of the B-1 District, it is desired for uses that are compatible with the existing uses in the vicinity. In this case, he explained that this driving school is very compatible with the area, and will not add any stress to the parking lot or cause traffic congestion.
2. The applicant reviewed the existing businesses at Grant Square, including examples such as Kramer's grocery store, YiaYia's restaurant, barber, and fish store, and expressed that it is a great area for parents to go after dropping their kids off for driving class. Mr. Coules also pointed out the central location of subject property, and a place a lot of kids might be able to walk to.
3. The applicant reviewed that the tenant space is 1,000 SF, and that reserving 4 parking spaces is not an issue (per the Village Board's recommendation for 1 space/250SF). Mr. Coules stated there will be 2 driving cars they will keep in the shared parking lot of the shopping center.
4. A Commissioner Crnovich requested for a bike rack at the subject property. The applicant replied that there is one in the parking lot already, but he will request for one next to the bank.
5. There were no comments from the audience during the public comment period of the public hearing.

II. RECOMMENDATIONS

Following a motion to recommend approval of the text amendment application as presented, and the concurrent special use permit, the Plan Commission, on a vote of 8-0 (1 absent), recommends that the President and Board of Trustees approve the application as submitted.

THE HINSDALE PLAN COMMISSION By:

Stephan J. Cichom, Chairman

Dated this 14 day of February, 2018.