



## MEETING NOTICE AND AGENDA

### LEGAL NOTICE:

#### **SPECIAL MEETING OF THE VILLAGE OF HINSDALE BOARD OF TRUSTEES**

Notice is hereby given that the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, will hold a Special Meeting (in place of the cancelled March 17, 2020 Regular Meeting) commencing at the hour of 7:30 p.m. on Monday, March 16, 2020 in the Memorial Hall of the Memorial Building, 19 E. Chicago Avenue, Hinsdale, Illinois, for the purpose of discussing the topics noted on the following Agenda:

**SPECIAL MEETING OF THE  
VILLAGE BOARD OF TRUSTEES  
(replacing cancelled Regular Meeting of Tuesday March 17, 2020)  
Monday, March 16, 2020  
7:30 P.M.  
MEMORIAL HALL – MEMORIAL BUILDING  
19 E. CHICAGO AVENUE, HINSDALE, ILLINOIS  
(Tentative & Subject to Change)**

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
  - a) Regular Meeting of March 3, 2020
- 4. VILLAGE PRESIDENT'S REPORT**
- 5. CITIZENS' PETITIONS\*** (Pertaining to items appearing on this agenda)
- 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 an Ordinance Amending Section 6-6-5 (Village Permit Parking Lots) of Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking) of the Village Code of the Village of Hinsdale Relative to Parking Permit Fees

### **Zoning & Public Safety (Chair Stifflear)**

- b) Approve an ordinance approving a variation from Section 6-111(E) of the Village of Hinsdale Zoning Ordinance at 908 N. Elm Street, Hinsdale, IL – Case Number V-06-19\*\*
- c) Approve a Referral to Plan Commission of a Request to Hold a Public Hearing for Consideration of, and a Recommendation to the Board of Trustees on, a Temporary 180-day Moratorium on the Issuance of any Demolition Permits or other Building or Zoning Approvals involving the Demolition of Landmarked Single-Family Homes, or of any Single Family Homes within the Village or within the Robbins Park and Central Business District Historic Districts
- d) Approve an ordinance to change certain parking regulations in the Central Business District (CBD)

## **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 March 4, 2020 to March 16, 2020, in the aggregate amount of \$1,329,100.92 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk\*\*\*
- b) Approve an Ordinance to Collect Cable Public Education Government (PEG) fees to fund the replacement of cable broadcast equipment (*First Reading – March 3, 2020*)
- c) Accept a proposal from Williams Architects/Aquatics for design engineering and construction management services for Community Pool renovations in the amount of \$61,800 (*First Reading – March 3, 2020*)

### **Environment & Public Services (Chair Byrnes)**

- e) Approve the award of Custodial Services Bid #1669 to Bravo Service, Inc., for custodial services within Village facilities for one term (20 months), in the amount not to exceed \$117,000\*\*\*

## **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 as Non-Consent items and have not had the benefit of a First Reading due to emergency nature or time sensitivity, or when the item is a referral to another Board or Commission\*\*\*\**

### **Zoning & Public Safety (Chair Stifflear)**

- a) Approve an Ordinance Approving an Exterior Appearance and Site Plan for Expansion and Redevelopment of a Paddle Court Warming Hut – Hinsdale Platform Tennis Association – 5901 S. County Line Road\*\* (*First Reading – March 3, 2020*)
- b) Approve an Ordinance Approving Variations Relative to the Replacement and/or Construction of New Improvements for Hinsdale Central High School at 5500 S. Grant Street, Hinsdale, Illinois – Hinsdale Township High School District 86 - Case Number V-05-19\*\* (*First Reading – March 3, 2020*)
- c) Approve an Ordinance Approving an Exterior Appearance and Site Plan for a New Natatorium and Various Other Improvements for Hinsdale Central High School at 5500

S. Grant Street - Hinsdale Township High School District 86\*\* (*First Reading – March 3, 2020*)

- d) Approve an Ordinance Approving an Exterior Appearance and Site Plan for Expansion and Redevelopment of an Existing Building – Dr. Vanwormer-Hartman - 110 E. Ogden Avenue\*\* (*First Reading – March 3, 2020*)

## **9. DISCUSSION ITEMS**

- a) Parking deck update
- b) Tollway update
- c) Chamber of Commerce – Annual Event Calendar
- d) Integrated Pest Management

## **10. DEPARTMENT AND STAFF REPORTS**

- a) Engineering
- b) Public Services

## **11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

## **12. CITIZENS' PETITIONS\*** (Pertaining to any Village issue)

## **13. TRUSTEE COMMENTS**

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

## **15. 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  
March 3, 2020**

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, March 3, 2020 at 7:32 p.m., roll call was taken.

Present: Trustees Scott Banke, Luke Stifflear, Gerald J. Hughes, Laurel Haarlow, Neale Byrnes, and President Tom Cauley

Absent: Trustee Matthew Posthuma

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Brian King, Fire Chief John Giannelli, Finance Director Darrell Langlois, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Superintendent of Parks & Recreation Heather Bereckis and Village Clerk Christine Bruton

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES**

**a) Regular Meeting of February 18, 2020**

Following changes to the draft minutes, Trustee Hughes moved to **approve the draft minutes of the special meeting of February 18, 2020, as amended.** Trustee Byrnes seconded the motion.

**AYES:** Trustees Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Posthuma

Motion carried.

**VILLAGE PRESIDENT'S REPORT**

President Cauley stated that recently there has been a spate of demolitions of historic homes; the Historic Preservation Commission (HPC) hears those requests. The chair of the HPC approached him because Commission members are discouraged as there is little they can do to stop these demolitions. Tomorrow they have three such homes on their agenda, two of which are classic homes: 716 S. Oak, the Dean house, and 419 S. Oak, the Clarke house.

When they are gone you can't get them back, and therefore he recommends a moratorium on further demolition for a reasonable period of time in the Robbins district. He believes there should be a public hearing on this matter at the Plan Commission to determine if residents want this.

This is not punitive, but an effort to slow the process to determine if there is something different we can do, and consider ordinances that would be reasonable to attempt to preserve these homes. It would provide a hurdle for owners before demolishing an historic home. He acknowledged that people have property rights, but it would be beneficial to strike a balance. The Village will lose something if these types of homes are taken down. HPC members in the audience confirmed that the persons who have made application for these particular homes are new residents. Relative to what other communities do, Village Manager Gargano offered that in Wilmette the Village Board made the final decision. President Cauley suggested the moratorium be no more than six months, and there be a public hearing at the Plan Commission to discuss proposed regulations.

**Mr. Jim Prisby of 565 N. Vine Street**, addressed the Board. He is a member of the HPC and said the Commission has been working on potential changes for the last 18 months. Village employee Mr. Mike Donofrio did a study of 12 other communities that should be available for Board review. President Cauley noted that the Board recently adopted an ordinance requiring plans be included when applying for demolition. Mr. Prisby added they have no enforcement power, HPC is advisory only.

**Ms. Alexis Braden of 436 E. First Street**, addressed the Board. She is a member of the HPC and while she appreciates the Board's enthusiasm, a moratorium is too late for these homes. Trustee Banke said a moratorium makes sense to de-incentivize people from exercising their property rights, and incentivize preservation. Adjusting fee structures and such could alter the outcome. He pointed out it is expensive to update the mechanical systems of older homes, but a solution might be to preserve the façade. This would maintain the character of the neighborhood. President Cauley asked if there's any way to offer a carrot to these homeowners to keep the façade. Ms. Braden was doubtful, and believes the only solution is a long term education plan for realtors and residents.

Trustee Hughes said there are still plenty of homes in the district to save; there are homes outside the district, too, that would be sad to lose. Maybe the moratorium should go beyond the Robbins historic district. A working group was identified to include two Board members, two members of the Plan Commission and two members of the Historic Preservation Commission.

## **CITIZENS' PETITIONS**

None.

## **FIRST READINGS – INTRODUCTION**

### **Administration & Community Affairs (Chair Hughes)**

#### **a) Approve an Ordinance to Collect Cable Public Education Government (PEG) fees to fund the replacement of cable broadcast equipment**

Trustee Hughes introduced the item that will collect fees to replace outdated audio and video equipment used for Channel 6 broadcasting. Comcast and AT&T users will have a modest increase in their bills, \$.35 - \$1.00 for approximately two years. The fee will automatically roll off the bills when the money has been recouped. Trustee Byrnes is concerned about another tax, even if it is small. Trustee Stifflear agreed, but takes comfort in the fact that it is such a short time.

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

- b) **Accept a proposal from Williams Architects/Aquatics for design engineering and construction management services for Community Pool renovations in the amount of \$61,800**

Trustee Hughes introduced the item relating to design engineering and construction management of pool renovations. The Village received a \$400,000 grant to do the necessary work, as identified by the pool audit. This proposal is under budget.

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

**Zoning & Public Safety (Chair Stifflear)**

- c) **Approve an Ordinance Approving an Exterior Appearance and Site Plan for Expansion and Redevelopment of a Paddle Court Warming Hut – Hinsdale Platform Tennis Association – 5901 S. County Line Road**

Trustee Stifflear introduced the item for the expansion and renovation of the paddle hut located at the southeast corner of Katherine Legge Memorial Lodge (KLM), zoned Open Space. The hut will be expanded by 759' square feet. It will remain a one-story building, and the courts will remain the same. In addition to the building expansion, HPTA proposes a 524' square foot deck at the north entrance, an updated perimeter sidewalk, garbage enclosures directly east of the building, and a 3' foot 6" inch cupola to allow additional light into the building. Construction materials will match the existing warming hut, and no additional parking is required. This was reviewed by the Plan Commission and approved by a vote of 6-0. There was no public comment at the Plan Commission.

**Mr. Brian Freel and Mr. Vince Caprio with Caprio/Prisby Architects**, addressed the Board. Mr. Freel stated the exterior materials will be the same, but they will change the colors to light grey with white trim to brighten up the facility. The existing landscape protects the Burr Ridge neighbors, providing light and noise shielding. Mr. Caprio said they intend to make the cellar deeper for storage, but this will not be visible. The bid opening for the project is March 25.

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

- d) **Approve an Ordinance Approving Variations Relative to the Replacement and/or Construction of New Improvements for Hinsdale Central High School at 5500 S. Grant Street, Hinsdale, Illinois – Hinsdale Township High School District 86 - Case Number V-05-19**

Trustee Stifflear introduced this and the following item together. These items relate to the proposed expansion of Hinsdale Central High School. The Zoning Board of Appeals unanimously approved five variation requests: 1) allow a reduction in required parking from 882 to 583 spaces (this is 23 spaces more than currently exist; 2) to waive the required landscape island in the parking lot and the open space buffer and loading space screening requirements to will allow for the increase in the number of parking spaces; 3) to waive the 8' foot height limitation for fences for backstop and netting for the baseball field; 4) to waive the 8' foot height limitation for various fences and the setback requirement to replace the existing chain link fences at the tennis courts, track, baseball field and other athletic field fencing; and 5) to waive building setback, building height and screening requirements for the construction of two soccer field team shelters and a press box.

The second matter is the exterior appearance and site plan approval for the construction of a natatorium and various improvements. The new pool facility will be a two-story, 33,400' square foot building and other site renovations, including replacing the tennis courts and fencing, soccer field regrading and re-sodding, soccer field shelter and press box replacement and football field turf replacement. Trustee Stifflear noted that most of these variances are existing non-conformities, but because of the expansion, the property reverts to original zoning requirements. He noted that neighbor concerns were related to construction updates and traffic during construction. These concerns were addressed by the applicant.

**Mr. Nick Graal, architect from ARCON and Associates, representing District 86,** addressed the Board. He explained that this is Phase 1 summer 2020 work only. This is a multi-phase project following the successful referendum. Subsequent phases are scheduled for 2021 and 2022. This phase includes the replacement of turf fields, track surfacing, tennis court paving, and soccer fields to address drainage issues. The soccer shelters and press box will be replaced on the existing footprint. The loading dock will be reconfigured, and the parking lot will be extended on the east side to provide for additional parking spots. The new chain link fencing will not be any higher than the current fence. Trustee Banke said there has been a water problem in the Junior Varsity field. Mr. Graal said that field will not be regraded, but storm water run-off will be addressed with underground retention throughout the site. The main addition is the pool next to the field house, and will be a completely brand new structure where nothing exists now. He illustrated the proposed building that will complement the existing 1948 building. Discussion followed regarding the underground detention systems. Mr. Graal added they are working closely with Flagg Creek. The pool will have ten 40 yard lanes and be a Class 1 facility deep enough for diving. Following a visual study of the residential properties closest to the pool, the existing site grading and old trees will provide that the pool will not be seen from these residences. The corridor link and loading dock extension will also be complimentary style construction, the auditorium will contain a chiller plant and storage, and a grounds office. The fence heights will only be higher at the JV field, because of additional 50' foot safety netting to prevent fly balls, in response to community complaints. Trustee Banke said the netting is not as intrusive as chain link. It was noted it will come down in the winter for maintenance and aesthetics. Trustee Banke believes the netting should be installed on the first and third base lines. Mr. Graal said they were only concerned about the residential side, and cost considerations would prevent additional installation. Mr. Graal said there have been several public facility committee meetings in addition to regular public meetings, and residents have been made aware of all plans. Director of Community Development Robb McGinnis added the Village has storm water authority and will review all plans. Mr. Graal added they are working closely with a resident on the east side of the property abutting the baseball field regarding his landscaping concerns. The District has a communications team, a website for the project, and are working on email and newsletter community outreach for construction, and increased traffic. Construction will begin in June 2020, the site work will take 10 weeks to complete, and the pool is an 18 month project expected to be completed in the summer of 2021. Athletic field work will be completed before classes resume. The press box will be 19' feet high, but is code compliant. The shelters are about 10-12' feet tall and will be slightly more visible from the road. There are no changes to the football field until a future phase; the plans are still being developed. Discussion followed regarding the representation of the netting poles, and the number of poles.

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

- e) **Approve an Ordinance Approving an Exterior Appearance and Site Plan for a New Natatorium and Various Other Improvements for Hinsdale Central High School at 5500 S. Grant Street - Hinsdale Township High School District 86**

Discussion with previous item.

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

- f) **Approve an Ordinance Approving an Exterior Appearance and Site Plan for Expansion and Redevelopment of an Existing Building – Dr. Vanwormer-Hartman - 110 E. Ogden Avenue**

Trustee Stifflear introduced the item for the expansion and redevelopment of the existing building at 110 E. Ogden Avenue. This building was previously an audio and visual facility, but has been vacant for more than a decade. The property is located in the O-2 Limited Office District; the proposed plan and expansion is code compliant. There are other businesses to the east and west, and residential properties to the south. The applicant plans to utilize the building as a medical office facility. The proposal includes adding a second story to the existing one-story structure, with landscaping and other building improvements. The existing building has a legal nonconforming front yard setback and side yard setback which will be maintained. As designed, the building will be within the code limits for height, FAR, and lot coverage. The parking is code compliant and will include five light poles, also code compliant.

The Plan Commission reviewed the application in February, and unanimously recommended approval with three conditions: 1) tone down the bright white building, which the applicant has done; 2) dim the parking lot lights to security level after hours; and 3) extend the fence on the south lot line that abuts the residential neighbor.

Regarding the fence on the south, Mr. McGinnis reported the Village received an email from an unidentified neighborhood spokesperson requesting the fence. In order to abut the existing fence of one of the neighbors, the fence would have to be installed on private property. The landscape plan includes 7' foot arborvitae that would mitigate some fence concerns.

**Dr. Cara VanWormer-Hardman, applicant**, addressed the Board stating she is a chiropractic physician currently practicing at 230 E. Ogden. She described the services she wants to provide. They have changed the exterior color to ivory, which compliments the neighbor to the west. She likes the Ogden location in terms of access to the highway. They plan to maintain and enhance the green space as much as possible.

**Mr. Bill Styczynski, architect for the project**, illustrated the rear parking lot configuration and described modifications to the building. There will be tenants on the second floor, increased green space, and a 10' foot landscape buffer at the rear of the property. They will use the existing footprint, incorporating the existing structure, adding an addition at the rear for an entry lobby. Mr. McGinnis said there will be a stormwater review, but this is not a problem property. Mr. Styczynski pointed out the impervious surface will decrease. He said the fence might be problematic, and described the issues resulting in gaps, trees would be compromised and stuck between two fences. To connect to the existing fence, they would have to get on neighbor's property. Two garages already exist that buffer site lines. President Cauley referenced the email from the individual wanting the fence who is concerned about egress. Trustee Stifflear is comforted by the 10' foot buffer zone and the wall of arborvitae.

He added the building looks great; staff has entertained zoning changes for this property that would not work, but this would be a win-win. President Cauley added this is a lower intensity use, as well. Mr. McGinnis will call the current property owner to explain the approval process.

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 Banke moved **Approval and payment of the accounts payable for the period of February 19, 2020 to March 3, 2020, in the aggregate amount of \$684,162.39 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Hughes seconded the motion.

**AYES:** Trustees Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Posthuma

Motion carried.

*The following items were approved by omnibus vote:*

- b) **Approve a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on Sunday, May 17, 2020, Sunday July 12, 2020, and Sunday, September 20, 2020 for a FuelFed coffee and classes car event (First Reading – February 18, 2020)**

### **Environment & Public Services (Chair Byrnes)**

- c) **Approve the purchase of a new Unit 65 utility truck (Roadway Division vehicle) utilizing the Suburban Purchasing Cooperative Agreement – Contract #178 with Currie Motors Commercial Center in the amount not to exceed \$49,201**
- d) **Approve the purchase of a new Unit 94 utility truck (Parks & Forestry Division vehicle) utilizing the Suburban Purchasing Cooperative Agreement – Contract #178 with Currie Motors Commercial Center to approve the purchase of a new utility truck in the amount not to exceed \$32,547**

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

**AYES:** Trustees Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Posthuma

Motion carried.

## **SECOND READINGS / NON-CONSENT AGENDA – ADOPTION**

### **Administration & Community Affairs (Chair Hughes)**

- a) **Approve the Annual Appropriations Ordinance for the year January 1, 2020 to December 31, 2020** (*First Reading – February 18, 2020*)

Trustee Hughes introduced the item and moved to **Approve the Annual Appropriations Ordinance for the year January 1, 2020 to December 31, 2020**. Trustee Byrnes seconded the motion.

**AYES:** Trustees Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Posthuma

Motion carried.

### **Environment & Public Services (Chair Byrnes)**

- b) **Approve a Resolution Authorizing Submission of a matching Grant Application to the ComEd Green Region Grant Program for a Woodland Rain Garden Revitalization Project**

Trustee Byrnes introduced the item which authorizes the Village to submit an application for a matching \$10,000 grant to renovate two particular gardens in the Woodlands. The application is due by March 13, therefore there was no first reading on this matter. He added the landscaping contract came in under budget, so there are funds available for this project should the Village be awarded the grant.

Trustee Byrnes moved to **Approve a Resolution Authorizing Submission of a matching Grant Application to the ComEd Green Region Grant Program for a Woodland Rain Garden Revitalization Project**. Trustee Haarlow seconded the motion.

**AYES:** Trustees Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Posthuma

Motion carried.

### **Zoning & Public Safety (Chair Stifflear)**

- c) **Approve a Resolution Calling for an Amendment of the Illinois Small Wireless Facility Deployment Act to Return Control of Local Right-of Ways to Local Municipalities or, in the Alternative, Repeal of the Act** (*First Reading – February 18, 2020*); and
- d) **Approve a Resolution Supporting Federal Bills H.R. 530 and S. 2012 to Restore Local Control in 5G/Broadband Deployment** (*First Reading – February 18, 2020*)

Trustee Stifflear introduced these items that indicate Village support to return control of local public rights-of-way to the local municipality. He referenced revised language in the document per President Cauley's recommendation.

Trustee Stifflear moved to **Approve a Resolution Calling for an Amendment of the Illinois Small Wireless Facility Deployment Act to Return Control of Local Right-of Ways to Local Municipalities or, in the Alternative, Repeal of the Act and Approve a Resolution Supporting Federal Bills H.R. 530 and S. 2012 to Restore Local Control in 5G/Broadband Deployment.** Trustee Banke seconded the motion.

**AYES:** Trustees Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Posthuma

Motion carried.

### **DISCUSSION ITEMS**

- a) Parking deck update
- b) Tollway update

### **DEPARTMENT AND STAFF REPORTS**

- a) Fire
- b) Parks & Recreation

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

Village Manager Kathleen Gargano reported Restaurant Week is this week, many restaurants in town have breakfast, lunch, and dinner specials. Vehicle stickers are on sale. She also reported on a conference call with 100 Illinois municipalities to discuss the corona virus. She has met with Fire, Police, area schools, and the hospital and will continue weekly status meetings. Current information can be found on the Center for Disease Control (CDC) website, the Village website has a link to this site. She recommended safe practices, particularly washing your hands.

### **REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

No reports.

### **OTHER BUSINESS**

None.

### **NEW BUSINESS**

None.



### CITIZENS' PETITIONS

None.

### TRUSTEE COMMENTS

None.

### ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Hughes moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of March 3, 2020.** Trustee Byrnes seconded the motion.

**AYES:** Trustees Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Posthuma

Motion carried.

Meeting adjourned at 9:03 p.m.

ATTEST: \_\_\_\_\_  
Christine M. Bruton, Village Clerk

**AGENDA SECTION:** First Reading – ACA  
**SUBJECT:** Commuter Parking Lot Fees  
**MEETING DATE:** March 16, 2020  
**FROM:** Darrell Langlois, Finance Director

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**Recommended Motion**

Approve an Ordinance Amending Section 6-6-5 (Village Permit Parking Lots) of Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing, and Parking) of the Village Code of the Village of Hinsdale Relative to Parking Permit Fees.

**Background**

The Village operates a number of parking lots within the Village. In many cases, the Village sell permits of varying colors that designate who is able to park in the various parking areas of the Village. The largest category is the “blue” parking permits, which are sold to commuters. Due to high demand, the sale of blue permits is restricted to Village Residents. At the present time, approximately 345 blue permits have been issued, and we have a listing of over 150 residents waiting to purchase a blue parking permit. The rate of a blue commuter parking permits is currently \$310 for a six-month period, so this amount is billed by Village staff twice per year.

**Discussion & Recommendation**

The current cost of a blue parking permit (\$310 for six months) has been in effect since November, 2006. Since the rate has not been adjusted for over 13 years, Village staff has drafted the attached ordinance that would increase the cost of a biannual blue commuter parking permit to \$375. Raising the commuter parking fee and increasing the number of blue permits sold is part of a larger plan related to parking in the CBD.

**Budget Impact**

This increase is expected to generate approximately \$45,000 annually in additional parking permit revenue.

**Village Board and/or Committee Action**

The proposed increase in commuter parking lot fees was included as part of the Village Board parking discussion on February 4, 2020.

**Documents Attached**

1. Ordinance Amending Section 6-6-5 (Village Permit Parking Lots) of Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing, and Parking) of the Village Code of the Village of Hinsdale Relative to Parking Permit Fees

VILLAGE OF HINSDALE

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 6-6-5 (VILLAGE PERMIT PARKING LOTS) OF TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 6 (STOPPING, STANDING AND PARKING), OF THE VILLAGE CODE OF HINSDALE RELATIVE TO PARKING PERMIT FEES**

**WHEREAS**, the President and Board of Trustees of the Village of Hinsdale ("Village") have previously enacted Title 6 ("Motor Vehicles and Traffic") of the Village Code of the Village of Hinsdale ("Village Code") relative to the use of vehicles within the Village; and

**WHEREAS**, Section 6-6-5 (Village Permit Parking Lots) of the Village Code sets forth, among other things, fees for permits to park in various Village permit parking areas; and

**WHEREAS**, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interests of the Village and its residents to adopt updated fees for permits to park in certain Village permit parking areas, as set forth below.

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

**Section 2:** Subsection B (Lot Designation; Charges; Permit Color) of Section 6-6-5 (Village Permit Parking Lots), in Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking), of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

B. Lot Designation; Charges; Permit Color:

BIANNUAL CHARGES

Permit Area	Rate			Permit Color
	Resident	Nonresident	Merchant	
Burlington Drive	n/a	n/a	\$180.00	Red
Chestnut Street lot (paybox only) <sup>3</sup>	n/a	n/a	n/a	n/a
Chicago Avenue (south side Washington to Garfield)	\$ <del>310</del> 375.00	n/a	180.00	Red/blue

County Line Road (Hillgrove to Walnut as designated)	280.00	n/a	n/a	Brown
Highland Station lot <sup>3</sup>	280.00	n/a	n/a	Brown
Hillgrove (south side Oak to County Line) <sup>3</sup>	280.00	n/a	n/a	Brown
Hinsdale Avenue (north side Lincoln to Vine)	n/a	n/a	180.00	Red
Hinsdale Avenue (north side Vine to Monroe as designated) <sup>4</sup>	n/a	n/a	n/a	Purple
Lincoln lot	n/a	n/a	180.00	Yellow
Lincoln Street (west side Chicago to Maple)	<del>\$310</del> 375.00	n/a	180.00	Red/blue
Post Circle	<del>\$310</del> 375.00	n/a	180.00	Red/blue
Second Street (Washington to Grant as designated)	n/a	n/a	180.00	Red
Symonds Drive (across from post office as designated)	<del>\$310</del> 375.00	n/a	180.00	Red/blue
Symonds Drive (Post Circle to Elm as designated) <sup>2</sup>	n/a	n/a	n/a	Green
Village lot <sup>2</sup>	<del>\$310</del> 375.00	n/a	n/a	Blue
Washington lot <sup>1</sup>	n/a	n/a	240.00	Orange
Washington Street (both sides Second to Third)	n/a	n/a	180.00	Red
West Hinsdale <sup>3</sup>	280.00	n/a	n/a	Silver

**Notes:**

1. In addition to permit parking, a paybox shall also be available. Parking by paybox shall be limited to 6 hours at \$0.25 per hour.
2. Village employee parking - no fee.
3. In addition to permit parking, a paybox shall also be available. Parking by paybox shall be limited to 12 hours from 6:00 A.M. to 6:00 P.M. at \$0.25 per hour.
4. Merchant parking - no fee.

**Section 3:** Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph,

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

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

PASSED this 7<sup>th</sup> day of April, 2020.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 7<sup>th</sup> day of April, 2020.

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

ATTEST:

\_\_\_\_\_  
Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the 7<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
Christine M. Bruton, Village Clerk

**REQUEST FOR BOARD ACTION**  
Community Development

**AGENDA SECTION:** First Reading - ZPS

**SUBJECT:** Consideration of a Request for Variation-908 N. Elm Street

**MEETING DATE:** March 3, 2020

**FROM:** Robert McGinnis, Director of Community Development/Building  
Commissioner

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**Recommended Motion**

Approve an ordinance approving a variation from Section 6-111(E) of the Village of Hinsdale Zoning Ordinance at 908 N. Elm Street, Hinsdale, IL – Case Number V-06-19.

**Background**

In this application for variation, the applicant requests relief from the Floor Area Ratio (FAR) requirements set forth in section 6-111(E) of the Code in order to enclose an entrance into the building. It should be noted that the existing building is a pre-code structure and is already over the allowable FAR specified in the code by 21,240 square feet (or 43.5% vs. 35%). The specific request is for 294 square feet of relief or an increase of .1%.

**Discussion & Recommendation**

Following a public hearing held on January 15, 2020, the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") recommended approval of the Requested Variations on a vote of six (6) in favor and zero (0) opposed, with one (1) member absent.

**Budget Impact**

N/A

**Village Board and/or Committee Action**

**Documents Attached**

1. Draft Ordinance
2. Approved Findings of Fact and Recommendation
3. ZBA Application
4. Transcript

**VILLAGE OF HINSDALE**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A VARIATION FOR PROPERTY LOCATED AT 908 N. ELM STREET, HINSDALE, ILLINOIS – CASE NUMBER V-06-19**

**WHEREAS**, the Village of Hinsdale has received an application (the "Application") from CBRE, property manager, on behalf of property owner GA HC REIT II Hinsdale MOB I (the "Applicant"), seeking a variation from the Hinsdale Zoning Code (the "Zoning Code") for property located at 908 N. Elm Street (the "Property"), located in the O-3 Office Zoning District; and

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

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

**WHEREAS**, the variation that is the subject of this Ordinance is for relief from the floor area ratio (FAR) requirements set forth in Section 6-111(E) of the Zoning Code in order to enclose an entrance into the building (the "Requested Variation"). The existing building is a pre-code structure and is already over the allowable FAR specified in the Zoning Code by 21,240 square feet (43.5% FAR vs. 35% allowed). The specific request is for 294 square feet of relief, an increase of 0.1%; and

**WHEREAS**, on January 15, 2020, the Zoning Board of Appeals of the Village of Hinsdale held a public hearing pursuant to notice given in accordance with State law and the Zoning Code, relative to the Requested Variation; and

**WHEREAS**, the Zoning Board of Appeals, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the Requested Variation on a vote of six (6) in favor and zero (0) opposed, with one (1) member absent; and

**WHEREAS**, the Zoning Board of Appeals has filed its report of Findings and Recommendation regarding the Requested Variation in Case Number V-06-19 with the President and Board of Trustees, a copy of which is attached hereto as Exhibit B and made a part hereof; and

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



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

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

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

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

**SECTION 3: Variation.** The President and Board of Trustees, acting pursuant to the authority vested in them by the laws of the State of Illinois and Subsection 11-503(A) of the Hinsdale Zoning Code, grant the Requested Variation to Section 6-111(E) of the Zoning Code to allow for 294 square feet of relief from the floor area ratio (FAR) requirements in order to enclose an entrance into the building located at 908 N. Elm Street in the O-3 Office Zoning District.

**SECTION 4: 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 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 \_\_\_\_\_ 2020.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_ 2020 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 OF THE SUBJECT PROPERTY**

LOT 2 IN OFFICE PARK OF HINSALE, BEING A SUBDIVISION OF PART SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS

**COMMONLY KNOWN AS: 908 N. Elm Street, Hinsdale, Illinois**  
**PINS: 06-36-405-018 & 09-01-207-008**

**EXHIBIT B**

**FINDINGS OF FACT**

**(ATTACHED)**

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

**ZONING CASE NO:** V-06-19

**PETITIONER:** CBRE, property manager, on behalf of owner GA HC REIT II Hinsdale MOB I.

**APPLICATION:** For a Variation from the floor area ratio requirements set forth in Section 6-111(E) of the Zoning Code of the Village of Hinsdale ("Zoning Code") in order to enclose an entrance into the building at 908 N. Elm Street, Hinsdale, Illinois.

**MEETING HELD:** A Public Hearing was held on Wednesday, January 15, 2020, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on December 26, 2019.

**PROPERTY:** The subject property is commonly known as 908 N. Elm Street, Hinsdale, Illinois (the "Property") and is legally described in **Exhibit A** attached hereto and made a part hereof.

**SUMMARY OF REQUEST:** The Village of Hinsdale has received a request from Jim Doyle of CBRE, manager of the building on the Property, on behalf of property owner GA HC REIT II Hinsdale MOB I (the "Applicant") for a variation from the floor area ratio (FAR) requirements set forth in Section 6-111(E) of the Zoning Code in order to enclose an entrance into the building (the "Requested Variation"). The existing building is a pre-code structure and is already over the allowable FAR specified in the Zoning Code by 21,240 square feet (43.5% FAR vs. 35% allowed). The specific request is for 294 square feet of relief, an increase of .1%. The Property is located in the O-3 Office District in the Village. The Property is irregularly shaped, and includes 249,889 square feet of lot area.

The Board of Trustees, upon a recommendation from the Zoning Board of Appeals of the Village of Hinsdale ("ZBA"), has final authority over the Requested Variation.

The Requested Variation is described in more detail in the Application, a copy of which is attached hereto as **Exhibit B** and made a part hereof.

On January 15<sup>th</sup>, 2020, following the conclusion of the public hearing on this matter, the ZBA indicated its approval of the Requested Variation on a vote of six (6) in favor, zero (0) opposed, and one (1) absent, and directed the preparation of this Findings and Recommendation.

**ABSTAIN:** None

**ABSENT:** Member Giltner

**FINDINGS:** The following are the Findings of the ZBA relative to the Requested Variation:

1. *General Standard: Carrying out the strict letter of the provisions of the Zoning Code would create a particular hardship or a practical difficulty, based on satisfaction of the standards below:*

2. *Unique Physical Condition: The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot. The Property hosts a medical building that brings persons with wheelchairs, walkers, canes and the like to the Property. The long existing entrance set-up of a single standard sized revolving door, and man doors that stay open to the elements when automatically opened, results in cold, heat and debris entering the lobby of the building. The configuration of the Property and building results in there being only one main ADA accessible entrance to the building, unlike other nearby properties where buildings typically have multiple entrances.*

3. *Not Self-Created: The unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no compensation was paid. The need for the Requested Variation is not self-created, and is in part driven by the long-existing building on the Property, and the original design and configuration of the entrance to that building. The ZBA finds this standard to have been met.*

4. *Denied Substantial Rights: The carrying out of the strict letter of the provisions from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision. Other nearby buildings have created similar enclosed entrances. The ZBA finds this standard to have been met.*

5. *Not Merely Special Privilege: The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided,*

- **Variation from the FAR requirements set forth in Section 6-111(E) of the Zoning Code, to allow enclosure of an entrance into the building, resulting in .1% increase in the FAR (an additional 294 square feet).**

Signed: \_\_\_\_\_  
Robert Neiman, Chair  
Zoning Board of Appeals  
Village of Hinsdale

Date: \_\_\_\_\_

**EXHIBIT B**

**APPLICATION FOR VARIATION**

**(ATTACHED)**

V-06-19

Village of Hinsdale  
Application for Variation

**Section I**

1. Owner – Name, address and telephone of Owner: **GA HC REIT II Hinsdale MOB I: Asset Manager: Mr. Charles Montemor, Colony Capital; (617) 235-6375**
2. Trustee Disclosure - In the case of a land trust, the name, address and telephone number of all trustees and beneficiaries of the trust: **N/A**
3. Applicant – Name, address and telephone number of applicant, if different from the owner, and applicant's interest in the subject property: **Mr. Jim Doyle, CBRE, 700 Commerce Drive, Suite 450, Oak Brook, Illinois 60523; (708) 269-9294. Mr. Doyle is with the Property Management team managing/operating the building.**
4. Subject Property – Address and legal description of the subject property: **908 N. Elm Street, Hinsdale, Illinois 60521 (See Attachment 'A' for legal description)**
5. Village Personnel – Name and address of any officer or employee of the Village with an interest in the Owner, the Applicant or the Subject Property, and the nature and extent of that interest: **N/A**
6. Neighboring Owners – Submit with this application a list showing the name and address of each owner of (1) property within 250 lineal feet in all directions from the subject property; and (2) property located on the same frontage or frontages as the front lot line or corner side lot line of the subject property or on a frontage directly opposite any such frontage or on a frontage immediately adjoining or across an alley from any such frontage: **Not required at this time**
7. Survey – Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property: **Please See Attachment 'B'**
8. Existing Zoning – Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property. The Subject Property is located in the O-3, General Office District. **Attached to this Application as Attachment 'C' is a portion of the Official Zoning Map of the Village in which the Subject Property is highlighted and depicts the use and development of adjacent areas at least 250 feet in all directions from the Subject Property. To the East is the same O-3 District, to the South across Ogden Ave. is the B-3 (General Business District). To the West is the**



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CB 12/10/19



**same O-3 District and B-3 (General Business District). To the North is the same O-3 District and B-1 (Community Business District).**

9. Conformity – Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval despite such lack of conformity: **The approval of the Zoning Board of Appeals being sought by Applicant conforms to the Village Official Comprehensive Plan and the Official Map. As stated in Section I, Paragraph 8 of this Application, the Subject Property is located in the O-3 District and its uses and development conform to those permitted in that District.**
10. Zoning Standards – Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance establishes as a condition of, or in connection with, the approval being sought. **Please see Attachment 'D'.**
11. Successive Application – In the case of any application being filed less than two years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code. **N/A**

## Section II

When applying for a variation from the provisions of the Zoning Ordinance, you must provide the data and information required above, and in addition, the following:

1. Title: Evidence of title or other interest you have in the Subject Property, date of acquisition of such interest, and the specific nature of such interest. **Not available.**
2. Ordinance Provision: The specific provisions of the Zoning Ordinance from which a variation is sought: **Sec. 6-111: Bulk, Space and Yard Requirements Table, Part E: Maximum Floor Area Ratio.**
3. Variation Sought: The precise variation being sought, the purpose thereof, and the specific feature or features of the proposed use, construction, or development that require a variation: **The Subject Property currently exceeds the maximum FAR as it was built prior to the current Zoning requirements. The proposed enclosure of the existing covered portico, which is 294 sq.ft., to create a temperature controlled entrance vestibule, would add to the total FAR. Therefore, a variation is being sought to minimally increase the existing FAR by 0.1%**
4. Minimum Variation: A statement of the minimum variation of the provisions of the Zoning Ordinance that would be necessary to permit the proposed use, construction, or development. **The variation sought by the Applicant, to enclose the existing covered building entrance/portico to create a temperature controlled vestibule, would only increase the Floor Area Ratio by 0.1%. This minimal increase will significantly improve the energy efficiency of the building as well as provide an easier and more comfortable means of entering and exiting the building for the many disabled visitors that come to the building on a daily basis.**
5. Standards for Variation: A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation: **Please see Attachment 'D' for Applicant's general explanation for Applicant's statement regarding compliance with all specific standards for the grant of variation sought.**
  - a. **Unique Physical Condition.** The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming, irregular or substandard shape or size; exceptional topographical features; or other extraordinary

physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.

- b. Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.
- c. Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by Owners of other lots subject to the same provision.
- d. Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.
- e. Code and Plan Purposes. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
- f. Essential Character of the Area. The variation would not result in a use or development of the Subject Property that:
  - i. Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property or improvements permitted in the vicinity; or
  - ii. Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
  - iii. Would substantially increase congestion in the public streets due to traffic or parking; or

- iv. Would unduly increase the danger of flood or fire; or
- v. Would unduly tax public utilities and facilities in the area; or
- vi. Would endanger the public health or safety.

g. No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Property.

### Section III

In addition to the data and information required pursuant to any application as herein set forth, every Applicant shall submit such other and additional data, information, or documentation as the Village Manager or any Board of Commission before which its application is pending may deem necessary or appropriate to a full and proper consideration and disposition of the particular application.

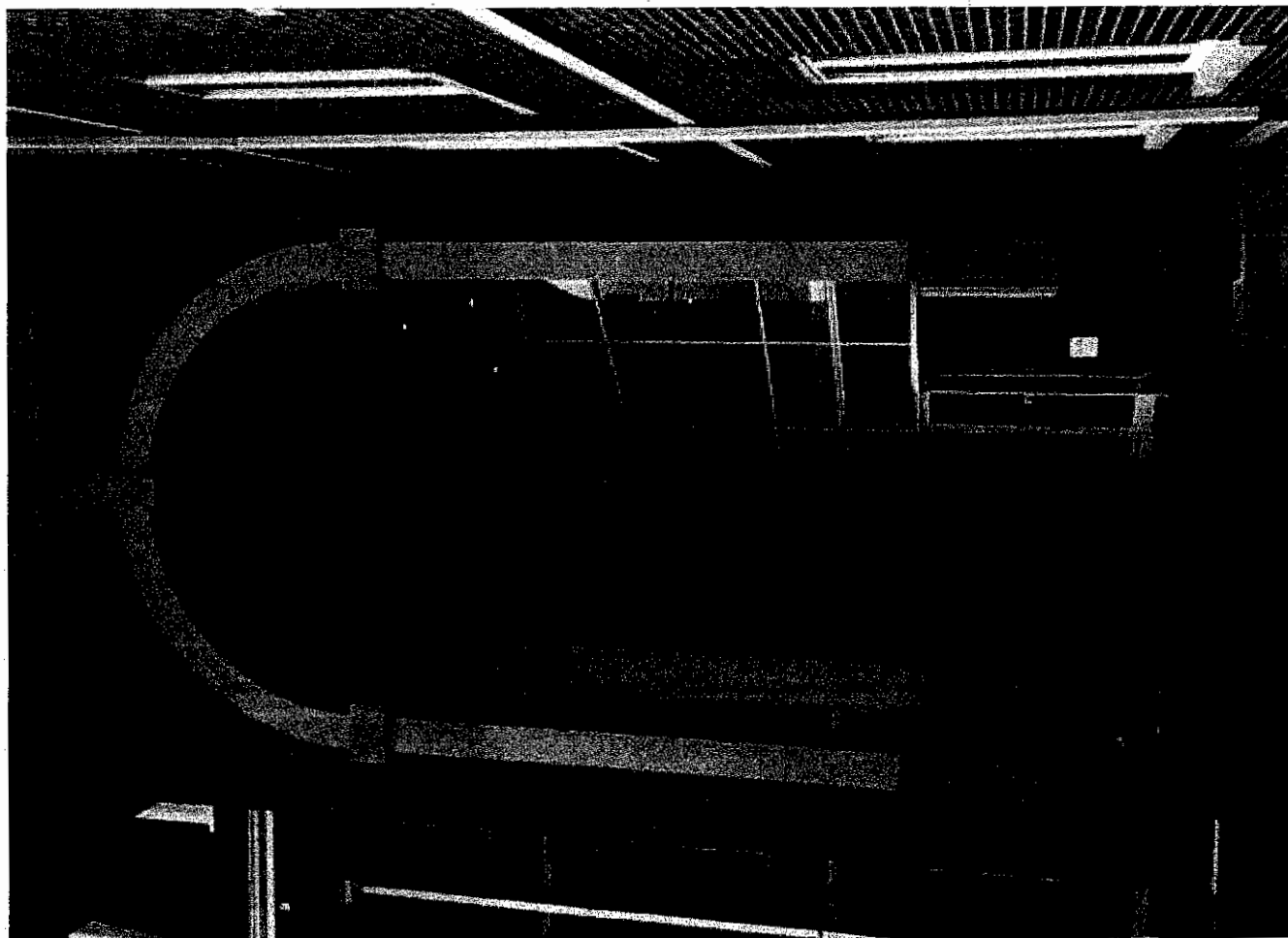
1. A copy of the preliminary Architectural and/or surveyor plans showing the floor plans, exterior elevations, and site plan needs to be submitted with each copy of the zoning petitions for the improvements. **Please see Attachment 'F', consisting of Floor Plans, Exterior Elevations and Details, as prepared by The Interior Design Group Ltd. Please also refer to Attachment 'F' for two (2) photos of the existing open portico and building entrance.**
2. The Architect or land surveyor needs to provide zoning information concerning the existing zoning; for example, building coverage, distance to property lines, and floor area ratio calculations and data on the plans or supplemental documents for the proposed improvements. **Please see Attachment 'G' for the Zoning Table of Compliance. As previously note in this Application, the existing FAR of 43.5% exceeds the current minimum code standards and the variation sought only increases the FAR by 0.1% to 43.6%.**

**Attachment A**

Application for Variation at 908 N. Elm

LOT 2 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART SECTION 36,  
TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF  
SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT  
R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

**Attachment F**  
Application for Variation at 908 N. Elm



**Attachment G**  
Application for Variation at 908 N. Elm  
**TABLE OF COMPLIANCE**

Address of subject property: 908 Elm Street, Hinsdale, Illinois 60521

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

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	20,000	249,880 sq.ft. / No Change
Minimum Lot Depth	125'	+/-568' / No Change
Minimum Lot Width	80'	+/- 541' / No Change
Building Height	60' Max.	+/-48' / No Change
Number of Stories	5 Max.	4 / No Change
Front Yard Setback	25'	17' / No Change
Corner Side Yard Setback	25'	10' / No Change
Interior Side Yard Setback	10'	1'-0" / No Change
Rear Yard Setback	20'	0'-0" / No Change
Maximum Floor Area Ratio (F.A.R.)*	<b>35%</b>	<b>43.6% / 43.5%</b>
Maximum Total Building Coverage*	<b>N/A</b>	<b>N/A</b>
Maximum Total Lot Coverage*	50%	>50% / No Change
Parking Requirements	391 (8 Handicapped)	415 (11 Handicapped) / No Change
Parking front yard setback	25'	17' / No Change
Parking corner side yard setback	<b>25'</b>	<b>25' / No Change</b>
Parking interior side yard setback	<b>10'</b>	<b>0' / No Change</b>
Parking rear yard setback	20'	0' / No Change
Loading Requirements	2	2 / No Change
Accessory Structure Information	<b>N/A</b>	<b>N/A (No Change)</b>

\* Must provide actual square footage number and percentage.

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



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

VILLAGE OF HINSDALE  
ZONING BOARD OF APPEALS

In Re the Matter of: )  
 )  
908 North Elm Street )  
Case No. V-06-19 )

REPORT OF PROCEEDINGS had and testimony taken at the Public Hearing of the above-entitled matter before the Hinsdale Zoning Board of Appeals, at 19 East Chicago Avenue, Hinsdale, Illinois, on the 15th day of January, 2020, at the hour of 6:35 p.m.

BOARD MEMBERS PRESENT:

MR. ROBERT NEIMAN, Chairman;

MR. JOSEPH ALESIA, Member;

MS. KATHRYN ENGEL, Member;

MR. GARY MOBERLY, Member;

MR. THOMAS MURPHY, Member;

MR. JOHN PODLISKA, Member.

<p style="text-align: center;">2</p> <p>1 ALSO PRESENT:</p> <p>2 MR. ROBERT MC GINNIS, Director of Community Development/Building;</p> <p>3</p> <p>4 MS. CHRISTINE BRUTON, Deputy Clerk and Board's secretary;</p> <p>5 MR. RYAN DE BARI, VP and Senior Architectural Associate, The Interior 6 Design Group Ltd.;</p> <p>7 MR. JIM DOYLE, Project Manager, CBRE, Inc.</p> <p>8</p> <p>9 (Mr. Jim Doyle, Mr. Ryan 10 DeBari, Mr. Nicholas Graal, 11 and Mr. John Ochoa were 12 sworn.)</p> <p>13 CHAIRMAN NEIMAN: So the first public 14 hearing on our docket this evening is 15 Case V-06-19, 908 North Elm Street. Whoever is 16 the applicant, come on up and begin your 17 presentation.</p> <p>18 MR. DOYLE: Good to see everyone from 19 last month. My name is Jim Doyle. I'm with 20 CBRE, the owner's representative at 908 Elm. 21 And with me is Ryan DeBari with IDG, architects. 22 We are here to discuss the entrance renovation</p>	<p style="text-align: center;">4</p> <p>1 canes, and they can't get through a revolving 2 door because it's a standard size. What they do 3 is they hit that automatic button on the man 4 door and open that door and that door stays open 5 for quite a while. And because of that, all the 6 cold or heat, or vice versa, it comes in, all 7 the debris from outside gets in the lobby, makes 8 everybody uncomfortable.</p> <p>9 So what the building is proposing 10 to do is filling in and closing those two 11 archways with an aluminum and glass storefront 12 system that's similar to what they have on the 13 other side of the building already with their 14 glass atrium. That way we will create a 15 temperature-controlled vestibule that will, you 16 know, like the whole reason vestibules are 17 required now is to make the building more energy 18 efficient.</p> <p>19 The vestibule is proposed to have 20 biparting doors like you would see in a lot of 21 current medical buildings or hospitals. So when 22 you approach the doors, they will open</p>
<p style="text-align: center;">3</p> <p>1 at 908.</p> <p>2 MR. DE BARI: Do you want me to start 3 with the general overview?</p> <p>4 CHAIRMAN NEIMAN: Yes. Just give us, I 5 think we all remember this one from the last 6 meeting. But maybe just give us a couple-minute 7 overview of what the variance request involves.</p> <p>8 MR. DE BARI: Sure. Okay.</p> <p>9 CHAIRMAN NEIMAN: Then take us through 10 the standards for the variation and explain why 11 you think you meet the criteria.</p> <p>12 MR. DE BARI: Okay, thanks. So if you 13 recall at 908 Elm, the main building entrance 14 has just a single revolving door right now and 15 two man doors, which is typical. There is kind 16 of a covered entrance portico that has two large 17 arched openings.</p> <p>18 So currently with that revolving 19 door -- Well, I should say the main businesses 20 in the building are, it's a medical office 21 building. So a lot of the patrons visiting that 22 need assistance with wheelchairs and walkers and</p>	<p style="text-align: center;">5</p> <p>1 automatically and create greater ease for the 2 occupants coming in and out. So it both makes 3 the building more energy efficient and helps the 4 welfare of the occupants.</p> <p>5 So as far as variation goes, the 6 current building exceeds the floor-area ratio as 7 it was built far prior to the current zoning 8 regulations. So by enclosing this, I think it's 9 about just under 300 square feet, because it's 10 an open portico per the code, enclosing that 11 portico adds to your FAR. Since we are already 12 over the floor-area ratio, we are increasing it, 13 that's why the applicant is proposing to get a 14 variation to increase that FAR. I think it 15 turns out to be, I think it's a .1 percent 16 increase. So that's the general overview. Any 17 questions on that?</p> <p>18 Okay. So as far as the standards 19 go, for the unique physical condition, this 20 building is a little unique within the office 21 park itself. Most of the buildings in the area 22 can be approached pretty much from any side.</p>

1 It's all on-grade. On this building in  
2 particular, there is parking underneath the  
3 building. So on three sides of the building  
4 actually the 1st floor is above grade. So  
5 those, so really the only main entrance to the  
6 building accessibility-wise is on the south  
7 side, which is where we are proposing this  
8 entrance.

9 It's also unique in the fact that  
10 it's got a very large, actually it's just  
11 recently improved, circular drop-off area. They  
12 have valet parking. All the ADA parking or a  
13 lot more of ADA parking is at that entrance. So  
14 it's a little unique within that general office  
15 complex that they have such a large and really  
16 dedicated main entrance where a lot of the other  
17 buildings have many points of entry.

18 The existing physical conditions of  
19 the building are existing. They have been  
20 existing since the building was built. So,  
21 therefore, the applicant now, the existing  
22 conditions were not self-created by the

1 applicant. Like I said, they have been there  
2 since the building was created.

3 As far as the substantial rights, a  
4 lot of the other neighboring buildings within  
5 the office park, although they did not have to  
6 seek a variance to do it, because I think they  
7 were within the FAR, a lot of the other  
8 buildings in the office park had similar  
9 conditions where they had exterior colonnades  
10 that were open; and they've enclosed those to  
11 create more usable space for the building and  
12 to, I think, maybe create a nicer entrance. So  
13 denial of the relief that the applicant is  
14 seeking would prevent the applicant from getting  
15 the full benefits that other buildings in the  
16 area have been afforded that are similar.

17 Special privilege, again the  
18 applicant is not seeking any special privilege  
19 as a result of the variation being sought. It  
20 is simply to create a nicer functioning entrance  
21 for the building and the welfare of the public.  
22 They are not seeking any rights that are not

1 available to any other property owners. And  
2 then this really is not something that the  
3 applicant is doing to seek any profit from.  
4 It's really for the welfare of the occupants of  
5 the building.

6 Let's see, as far as code and plan  
7 purposes, the addition of the temperature-  
8 controlled building entrance, like I said, would  
9 result in the property becoming more energy  
10 efficient and better serving the well-being of  
11 the public so we feel that it's inline with the  
12 code and plan purposes of the Village.

13 The essential character of the  
14 area. As I mentioned before, the proposed  
15 infill of those archways would be consistent  
16 with the architecture and appearance of a lot of  
17 the buildings within the office park. As I  
18 said, the back side or the north side of the  
19 building actually has a glass surround. They  
20 have an elevator atrium. And so our proposed  
21 infill will match that. So the character of the  
22 infill will match the architecture of the

1 surrounding buildings. And as far as there  
2 really is no other remedy for this situation  
3 other than what we are seeking. Like I said,  
4 this is the main accessible entrance to the  
5 building. It's not like we can direct people to  
6 another entrance that it serves them better. So  
7 this really is the best way to fill the need  
8 that the building is looking for.

9 MR. MOBERLY: Is there a rendering of  
10 what it will look like? I'm looking at various  
11 pictures and diagrams in here but --

12 MR. DE BARI: It's probably the one  
13 thing we don't have yet. There is that set of  
14 construction drawings. You can see we have been  
15 considering this for quite a while. Back in  
16 2017 we did that set of construction drawings,  
17 went into the Village, we got plan review  
18 comments and responded. So there is on the one  
19 page, there are elevations here.

20 MR. MOBERLY: Okay.

21 MR. DE BARI: Showing how we are going  
22 to infill that. This is what we are talking

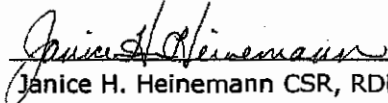
<p style="text-align: center;">10</p> <p>1 about. This is what the north side of the</p> <p>2 building looks like in the corner. That's</p> <p>3 basically what we are proposing to do would</p> <p>4 match this exactly. This would be the brick and</p> <p>5 stone archways of the entrance, and then we will</p> <p>6 infill it with a storefront basically that will</p> <p>7 match the inner piece, that way both sides of</p> <p>8 the building will look consistent. The two</p> <p>9 archways, one archway will just be all</p> <p>10 storefront, you know, fixed. And then the other</p> <p>11 archway will have the biparting doors.</p> <p>12 MR. MOBERLY: Does this have to go to</p> <p>13 the Plan Commission at some point?</p> <p>14 MR. MC GINNIS: Yes, it will.</p> <p>15 CHAIRMAN NEIMAN: We are just making</p> <p>16 the recommendations.</p> <p>17 MR. MOBERLY: Because I'm sure they</p> <p>18 will opine on how it looks and everything.</p> <p>19 MR. DE BARI: On the appearance?</p> <p>20 MR. MURPHY: There is a reference in</p> <p>21 Section 6 of the application regarding</p> <p>22 neighboring owners. It says that list and the</p>	<p style="text-align: center;">12</p> <p>1 Okay. Thank you, gentlemen.</p> <p>2 MR. DE BARI: All right. Thank you.</p> <p>3 CHAIRMAN NEIMAN: Is there anyone else</p> <p>4 in the audience who wants to address us on this</p> <p>5 variance application?</p> <p>6 Okay. Do I hear a motion to close</p> <p>7 the public hearing on Case V-06-2019, 908 North</p> <p>8 Elm?</p> <p>9 MR. PODLISKA: So moved.</p> <p>10 MR. MOBERLY: Second.</p> <p>11 CHAIRMAN NEIMAN: Roll call, please.</p> <p>12 MS. BRUTON: Member Moberly?</p> <p>13 MR. MOBERLY: Yes.</p> <p>14 MS. BRUTON: Member Alesia?</p> <p>15 MR. ALESIA: Yes.</p> <p>16 MS. BRUTON: Member Murphy?</p> <p>17 MR. MURPHY: Yes.</p> <p>18 MS. BRUTON: Member Engel?</p> <p>19 MS. ENGEL: Yes.</p> <p>20 MS. BRUTON: Member Podliska?</p> <p>21 MR. PODLISKA: Yes.</p> <p>22 MS. BRUTON: Chairman Neiman?</p>
<p style="text-align: center;">11</p> <p>1 notice is not required at this time. Is that</p> <p>2 right, Robb? I just wondered why that was.</p> <p>3 MR. DE BARI: It was at the time of our</p> <p>4 prehearing. This was done before the</p> <p>5 prehearing.</p> <p>6 MR. MURPHY: Okay.</p> <p>7 MR. DE BARI: So that was, that was a</p> <p>8 fact at the prehearing. But since then, we did</p> <p>9 provide notice; and I provided Robb with all the</p> <p>10 receipts and the notice.</p> <p>11 MS. BRUTON: I have got it.</p> <p>12 MR. MURPHY: So this has been done.</p> <p>13 This just wasn't updated?</p> <p>14 MR. DE BARI: Correct.</p> <p>15 MR. MURPHY: Got it.</p> <p>16 CHAIRMAN NEIMAN: Just out of</p> <p>17 curiosity, have any neighbors voiced any</p> <p>18 opposition or made any comments?</p> <p>19 MR. DE BARI: No. No comments.</p> <p>20 MR. MC GINNIS: We've received nothing.</p> <p>21 CHAIRMAN NEIMAN: Any Board members</p> <p>22 have any questions of the applicant?</p>	<p style="text-align: center;">13</p> <p>1 CHAIRMAN NEIMAN: Yes.</p> <p>2 * * *</p> <p>3 (Which were all the proceedings had</p> <p>4 in the above-entitled cause.)</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>

STATE OF ILLINOIS )

) ss.

COUNTY OF DU PAGE )

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



Janice H. Heinemann CSR, RDR, CRR  
License No. 084-001391

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

VILLAGE OF HINSDALE  
ZONING BOARD OF APPEALS

In Re the Matter of: )  
 )  
908 North Elm Street )  
Case No. V-06-19 )

REPORT OF PROCEEDINGS had and testimony taken at the Deliberations of the Public Hearing of the above-entitled matter before the Hinsdale Zoning Board of Appeals, at 19 East Chicago Avenue, Hinsdale, Illinois, on the 15th day of January, 2020, at the hour of 6:46 p.m.

BOARD MEMBERS PRESENT:

MR. ROBERT NEIMAN, Chairman;

MR. JOSEPH ALESIA, Member;

MS. KATHRYN ENGEL, Member;

MR. GARY MOBERLY, Member;

MR. THOMAS MURPHY, Member;

MR. JOHN PODLISKA, Member.



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<b>terms</b> [1] - 3:5 <b>testimony</b> [2] - 1:7, 5:6 <b>THOMAS</b> [1] - 1:19 <b>transcript</b> [1] - 5:8 <b>true</b> [1] - 5:8 <b>trying</b> [1] - 2:18
<b>U</b>
<b>up</b> [2] - 2:15, 2:16
<b>V</b>
<b>V-06-19</b> [1] - 1:6 <b>valet</b> [2] - 2:15, 3:7 <b>variance</b> [2] - 3:15, 3:18 <b>VILLAGE</b> [1] - 1:3 <b>VP</b> [1] - 2:5
<b>W</b>
<b>walker</b> [1] - 2:18 <b>wants</b> [1] - 2:9 <b>welfare</b> [1] - 3:8 <b>wind</b> [2] - 2:22, 3:5 <b>wonderful</b> [1] - 3:9
<b>Z</b>
<b>ZONING</b> [1] - 1:3 <b>Zoning</b> [1] - 1:10

**REQUEST FOR BOARD ACTION**  
Community Development

**AGENDA SECTION:** First Reading - ZPS

**SUBJECT:** Consideration of a Temporary 180-Day Moratorium on the Issuance of Any Demolition Permits or Other Building or Zoning Approvals Involving the Demolition of Single Family Homes within the Robbins Park and Central Business District.

**MEETING DATE:** March 16, 2020

**FROM:** Robert McGinnis, Director of Community Development/Building Commissioner

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**Recommended Motion**

Approve a Referral to Plan Commission of a Request to Hold a Public Hearing for Consideration of, and a Recommendation to the Board of Trustees on, a Temporary 180-day Moratorium on the Issuance of any Demolition Permits or other Building or Zoning Approvals involving the Demolition of Landmarked Single-Family Homes, or of any Single Family Homes within the Village or within the Robbins Park and Central Business District Historic Districts

**Background**

At the Village Board of Trustee meeting of March 3, 2020, President Cauley cited two specific examples of homes in the Robbins Historic District that are in process for potential demolition. These applications have caused concern for the members of the Historic Preservation Commission (HPC) as in recent years, an alarming number of historic homes have been demolished in the Robbins Historic District and the Village has no process in place to stop these demolitions. An intermediate step under consideration to address the demolitions is to impose a temporary moratorium on demolitions of landmarked structures within the Village in either or both of the two historic districts, or Village-wide, for a finite period of time in order to give the Board of Trustees and applicable commissions time to study the issue and to evaluate recommendations to attempt to safeguard the community from the adverse impact that these demolitions have on Hinsdale's historic community. The process to institute a moratorium would be a public hearing at the Plan Commission to determine if Hinsdale residents support the idea of a moratorium in historic districts. Following the public hearing, the Plan Commission will make a recommendation to the Village Board of Trustees on whether or not to impose a moratorium. If the Board then chooses to impose a moratorium it would do so by Ordinance.

**Discussion & Recommendation**

Issues for consideration by the Board include how long the moratorium should be (a maximum of 180 days is recommended), whether it should be imposed Village-wide or only within one or both historic districts, and whether, if limited to one or both historic districts, whether it should apply just to contributing buildings and structures or to all buildings and structures within the historic district or districts. The Motion should be revised to reflect those decisions.

**Budget Impact**

During a potential moratorium as much as \$15,000-\$25,000 per permit may be lost as a result of a demo/rebuild permit not issued during the moratorium. As a point of reference, there were 4 issued in the Robbins Historic District in 2019.

**Village Board and/or Committee Action**

**Documents Attached**

**REQUEST FOR BOARD ACTION**  
Administration

**AGENDA SECTION:** ZPS-First Read

**SUBJECT:** Modifications to the Parking Regulations in the Central Business District.

**MEETING DATE:** March 16, 2020

**FROM:** Bradley Bloom, Assistant Village Manager/Director of Public Safety  
Brian King, Chief of Police

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**Recommended Motion**

Approve an ordinance to change certain parking regulations in the Central Business District.

**Background**

At the January 20, 2020 Village Board meeting the Board discussed making changes to the parking regulations in the Central Business District (CBD). Recently, Village staff was asked to evaluate the parking in the CBD to determine if there were opportunities to make modifications to the existing parking administration and enforcement consisting of parking meters, merchant and employee parking permits and parking pay boxes considering the opening of the Village's new parking deck adjacent to the CBD in mid to late summer.

The primary goal of building the new parking deck and the proposals set forth in this memorandum, is to make on-street parking spaces in the CBD readily available and in close proximity to shopping destinations, by and among other things, moving parking by merchants and their employees to the new parking deck. Under the proposed plan, various parking permits, fees and restrictions will be used in concert to direct parking users to appropriate spaces to achieve this goal.

In furtherance of this goal of making on-street parking in the CBD more accessible to shoppers, staff was directed to determine whether there would be a method wherein Hinsdale residents and possibly non-residents, could park for free for some specified period in the CBD.

**Discussion & Recommendation**

The goal of the Village's parking plan is to encourage merchants and their employees to park in the parking deck (free of charge) to free up on-street parking in the CBD. Staff based on its review makes the following recommendations:

1. Village implement zoned parking in the CBD as follows:
  - a. 3 -hour zoned parking in the previously metered spaces;
  - b. 6 -hour free parking in the lower level of parking deck (189 space capacity); the 6-hour time frame is to limit commuters from using the free parking while they travel downtown for work.
  - c. 8-hour parking would be available at the Washington at a new rate of \$1/hr consistent with the current Garfield lot rate of \$1/hr.

2. Merchants and employees of businesses in the CBD may park in the deck after registering their license plate with the Village and receiving a parking permit. To receive a parking permit for the deck the driver must agree to use the parking deck exclusively. Merchants and employees permitted for the parking deck who park at a meter or in the shopper lot at any time will receive a fine. Other than overnight parking, merchants and employees will have unrestricted access to parking on the deck for free.
3. Violation of parking restrictions (zone or time limits on surface lots) in the CBD will result in a \$25 ticket which is an increase from the current \$8.00; (principally merchants and their employees) the cost of the violation ticket is directly related to the goal of encouraging long-term parkers, (principally merchants and their employees), to make use of the free parking available in the parking deck. The Village will be utilizing license plate reader technology (LPR) as the means of enforcement. A license plate reader will be attached to police parking control vehicles and will record license plates and GPS locations as it drives past a parked vehicle. If a vehicle is parked in the CBD for greater than three hours, including in multiple parking spaces collectively a ticket will be issued.
4. Additional 15-minute parking spaces will be added in areas of high parking turnover is needed such as Starbucks or a dry cleaners.
5. Additional commuter permits will be added.

One difference in the Trustees' approach to a parking solution concerns non-resident parking. Some Trustees believe free 3-hour parking should be limited to residents with non-residents continuing to pay for parking meters. This issue will need to be determined by the Village Board.

**Budget Impact**

Budgetary impact will be developed after further Board direction from the Village Board

**Village Board and/or Committee Action**

At the February 4, 2020 meeting of the Village Board, parking in the Central Business District was a discussion item addressed by the Board.

**Documents Attached**

1. Minutes of February 4, 2020, Board discussion of parking in the CBD
2. Zone Parking Map



## **VILLAGE PRESIDENT'S REPORT**

No report.

## **CITIZENS' PETITIONS**

None.

## **DISCUSSION ITEM**

### **a) Parking plan**

President Cauley began discussion relating to parking in Hinsdale stating the deck will open this summer and will result in a 40% increase in available parking. By way of background, he explained the Village decided to build a deck because of The Chicago Metropolitan Agency for Planning (CMAP) study that concluded a substantial number of parking spaces in the Central Business District (CBD) are being occupied by merchants and their employees, who feed the meters through the day. CMAP proposed a solution suggesting Hinsdale raise the parking rates. The benefit would be to encourage merchants and employees to park elsewhere, but resident and non-resident shoppers parking downtown would also have to pay the higher meter rate. He has spoken with Trustees, Village Manager Kathleen Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, and Police Chief King about a solution to the parking problem. The proposed plan includes zoned parking downtown, free parking for residents for three hours, six hour parking in the deck, to discourage commuter parking, but free for merchants and employees, and two paid lots allowing users to park for eight hours or more. Parking tickets will be increased to \$25, not as a revenue generating mechanism, but to discourage merchant parking in the CBD. Lost parking meter revenue is \$196,000, but this can be offset by raising the vehicle sticker fees from \$40 to \$48, and increasing commuter parking from \$620 to \$750 per year. He noted there are 170 people on the wait list for commuter parking permits, and fees have not been raised since 2006. Additionally, there are a number of spots on Burlington and Hinsdale Avenue that will no longer be merchant parking and can now be used for commuters. This increase would generate about \$40,000 annually. Paybox fees would be increased from \$.25 to \$1.00 per hour, resulting in revenue of \$50,000. Altogether, these fee increases will offset lost meter revenue. One of the issues with this plan is whether or not to distinguish between resident and non-resident parking downtown. Currently, 80% of people parking downtown between the peak hours of 10:00 a.m. to 2:00 p.m. are non-residents. The rationale for charging non-residents to park is that they do not pay for vehicle stickers or commuter costs, or any other cost related to parking. The other option is to be simple and don't differentiate and allow residents and non-residents the same benefit. There will be education and enforcement challenges.

Trustee Posthuma does not feel increasing sticker costs is appropriate as the current fees are at market rate, however, if residents have free parking, that is a trade-off he could agree to. He is concerned about free parking with the merchant parking issues. He believes it is best to encourage everybody to use the deck, if parking in the CBD is free, people won't use the deck. President Cauley said there are businesses in town that people will be reluctant to use

the deck if it is cold, for example Starbucks, but the main goal is to move merchants out of the CBD. It was further noted that Hinsdale is the only area community that has parking meters. Assistant Village Manager Brad Bloom explained, in terms of enforcement, a License Plate Reader (LPR) system would be used. If people were parked for more than three hours, they would get a ticket. CMAP said the way to effect change is with an economic incentive to park elsewhere.

Trustee Byrnes cautioned the expected revenues from the pay boxes may not net \$50,000 because demand may be reduced. Finance Director Darrell Langlois said they worked that into the numbers. Trustee Haarlow asked about the response from the Chamber of Commerce. Village Manager Kathleen Gargano said they are very supportive of removing meters, and they have found the quarters are a nuisance for shoppers.

Trustee Hughes is confident in the plan to solve the problem, but wants to stay focused on fixing the parking problem in the CBD; to provide readily available on-street parking in the middle of day. He is confident, but not certain. Going back to the CMAP study, there are three tools for managing parking; supply, limits, and price. We have increased the supply and established limits, but he is not confident to eliminate the price tool. Human behavior is unpredictable, and it is an assumption that if merchants move to the deck there will always be available spaces. He does not believe we know whether we have an adequate supply, it will take time to determine real demand. Hopefully, this will encourage more people into Hinsdale. He added there could be a technological solution to the coin problem.

Discussion followed regarding price control, that the \$25 ticket will discourage merchant parking in the CBD, that different rules for residents and non-residents adds to confusion, that there is a cost associated with pay box service fees and credit cards, and there has been no adjustment for any increase in sales tax and food and beverage income. Trustee Haarlow suggested the meter time match the zone. Chief King addressed the enforcement issues, stating the simpler the better; one rule for everybody. Trustee Byrnes said he looks at it from a sales perspective for merchants, removing barriers is a benefit to merchants. Mr. Bloom noted the existing meters can be programmed to match the zone. Trustee Posthuma suggested whatever the Board decides, should be on a trial basis for an entire year before making permanent changes. Discussion followed regarding the rationale for the six hour time limit at the deck.

President Cauley thanked the Board for their input and said discussions will continue on this topic.

## **FIRST READINGS – INTRODUCTION**

### **Administration & Community Affairs (Chair Hughes)**

- a) **Approve an Ordinance Amending Section 6-1-4 (“License Fees”) of Title 6 (“Motor Vehicles and Traffic”), Chapter 1 (“Vehicle Licenses”) of the Village Code of Village of Hinsdale Relative to Vehicles License Fees**

Trustee Hughes introduced the item stating this is the first piece of the parking puzzle. Due to the fact that stickers go on sale March 1, per Village code, there is some urgency with this item. Mr. Langlois confirmed Board consensus on this item, to make the proper arrangements to meet the requirements of the code.

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

# Proposed Central Business District Parking



3 HOUR ZONED PARKING

6 HOUR PARKING DECK

8 HOUR PAYBOX PARKING/  
COMMUTER LOT

**AGENDA SECTION:** Consent – ACA  
**SUBJECT:** Accounts Payable-Warrant #1716  
**MEETING DATE:** March 16, 2020  
**FROM:** Darrell Langlois, Finance Director *ML*

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**Recommended Motion**

Approve payment of the accounts payable for the period of March 4, 2020 through March 16, 2020 in the aggregate amount of \$1,329,100.92 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 #1716 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 #1716

**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1716**

**FOR PERIOD March 4, 2020 through March 16, 2020**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,329,100.92 reviewed and approved by the below named officials.

APPROVED BY  DATE 3/13/20  
VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE MANAGER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE TRUSTEE

**Village of Hinsdale**  
**#1716**  
**Summary By Fund**

Receipt By Fund	Fund	Regular City of Funds	Regular County Funds	ACT W/it Transfers	Total
General Fund	100	160.82	271,571.23	165,316.18	437,048.23
Capital Project Fund	400		39,014.78	-	39,014.78
Water & Sewer Operations	600	315.60	666,478.68	-	666,794.28
Water & Sewer Capital	620	-	4,966.00	-	4,966.00
Escrow Funds	720	-	48,000.00	-	48,000.00
Payroll Revolving Fund	740		6,111.10	126,416.53	132,527.63
Flexible Benefit Fund	730	348.31	52.17		
Library Operating Fund	900	750.00	12.75	-	750.00
<b>Total</b>		<b>1,574.73</b>	<b>1,036,206.71</b>	<b>291,732.71</b>	<b>1,329,100.92</b>

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1716**

Date	Description	Vendor Name	Invoice Amount
Electronic Federal Tax Payment Systems 3/6/2020	Village Payroll #5 - Calendar 2020	FWH/FICA/Medicare	\$ 88,624.73
Illinois Department of Revenue 3/6/2020	Village Payroll #5 - Calendar 2020	State Tax Withholding	\$ 18,803.43
ICMA - 457 Plans 3/6/2020	Village Payroll #5 - Calendar 2020	Employee Withholding	\$ 17,802.43
HSA PLAN CONTRIBUTION 3/6/2020	Village Payroll #5 - Calendar 2020	Employer/Employee Withholding	\$ 1,185.94
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 165,316.18
Illinois Municipal Retirement Fund		Employer/Employee	\$ -
	<b>Total Bank Wire Transfers and ACH Payments</b>		<b>\$ 291,732.71</b>

<b>ipbc-general</b>	165,316.18
<b>payroll</b>	<u>126,416.53</u>
	291,732.71



## Warrant Register 1716A

Invoice	Description	Invoice/Amount
<b>AT&amp;T</b>		
63032338639258-FEB20	VEECK PARK-WP 1-14/2-13	315.60
	Check Date 2/28/2020 Total For Check # 105400	315.60
<b>GALLAGHER, TOM</b>		
48151	FLEX SPENDING REIMBURSE	226.92
	Check Date 2/28/2020 Total For Check # 105401	226.92
<b>GARGANO, KATHLEEN</b>		
1127135	FLEX SPENDING REIMBURSE	121.39
	Check Date 2/28/2020 Total For Check # 105402	121.39
<b>IL DEPT EMPLOY SECURITY</b>		
701000673	UNEMPLOYMENT CLAIM	750.00
	Check Date 2/28/2020 Total For Check # 105403	750.00
<b>KARGE, CHANTAL</b>		
022820	REISSUE CHECK	160.82
	Check Date 2/28/2020 Total For Check # 105404	160.82
	Total For ALL Checks	1,574.73





## Warrant Register 1716B

Invoice	Description	Invoice/Amount
<b>AFLAC-FLEXONE</b>		
030620	AFLAC COVERAGE	270.51
030620	AFLAC COVERAGE	385.26
030620	AFLAC COVERAGE	190.88
Check Date 3/5/2020 Total For Check # 105405		846.65
<b>COLONIAL LIFE PROCESSIONING</b>		
030620	LIFE INSURANCE	92.36
Check Date 3/5/2020 Total For Check # 105406		92.36
<b>ILLINOIS FRATERNAL ORDER</b>		
030620	UNION DUES	768.00
Check Date 3/5/2020 Total For Check # 105407		768.00
<b>NATIONWIDE RETIREMENT SOL</b>		
030620	USCM/PEBSCO 457	525.00
030620	USCM/PEBSCO 457	101.82
Check Date 3/5/2020 Total For Check # 105408		626.82
<b>NATIONWIDE TRUST CO FSB</b>		
030620	PEHP CONTRIBUTIONS	409.59
030620	PEHP CONTRIBUTIONS	2,291.15
030620	PEHP CONTRIBUTIONS	589.76
Check Date 3/5/2020 Total For Check # 105409		3,290.50
<b>NCPERS GRP LIFE INS#3105</b>		
030620	ADDITIONAL LIFE INSURANCE	256.00
Check Date 3/5/2020 Total For Check # 105410		256.00
<b>STATE DISBURSEMENT UNIT</b>		
030620	CHILD SUPPORT PAYMENT	230.77
Check Date 3/5/2020 Total For Check # 105411		230.77
<b>CITI CARDS</b>		
7843-FEB20	STATION SUPPLIES	95.59
Check Date 3/6/2020 Total For Check # 105412		95.59
<b>COMED</b>		
0825110049-FEB	PD CAMERA-440 E OGDEN	30.99
Check Date 3/6/2020 Total For Check # 105413		30.99
<b>BULLSEYE TELECOM</b>		
35487630	PHONE CHARGES-FEB	683.69
35487630	PHONE CHARGES-FEB	71.37
35487630	PHONE CHARGES-FEB	66.77

**Warrant Register 1716B**

Invoice	Description	Invoice/Amount
35487630	PHONE CHARGES-FEB	267.09
35487630	PHONE CHARGES-FEB	66.77
35487630	PHONE CHARGES-FEB	595.11
35487630	PHONE CHARGES-FEB	368.14
35487630	PHONE CHARGES-FEB	71.37
35487630	PHONE CHARGES-FEB	66.77
35487630	PHONE CHARGES-FEB	138.14
35487630	PHONE CHARGES-FEB	44.66
Check Date 3/16/2020 Total For Check # 105414		2,439.88
<b>EMSED</b>		
031020	PEDIATRIC CONF 3/26	50.00
031020	PEDIATRIC CONF 3/26	50.00
Check Date 3/16/2020 Total For Check # 105415		100.00
<b>GARCIA, LOURDES</b>		
031020	FLEX SPENDING REIMBURSE	52.17
Check Date 3/16/2020 Total For Check # 105416		52.17
<b>SPRINT</b>		
977740515-217	PHONE SERVICE-FEB20	221.94
977740515-217	PHONE SERVICE-FEB20	44.39
977740515-217	PHONE SERVICE-FEB20	621.43
977740515-217	PHONE SERVICE-FEB20	355.10
977740515-217	PHONE SERVICE-FEB20	44.39
977740515-217	PHONE SERVICE-FEB20	44.39
977740515-217	PHONE SERVICE-FEB20	44.39
977740515-217	PHONE SERVICE-FEB20	88.78
977740515-217	PHONE SERVICE-FEB20	177.55
977740515-217	PHONE SERVICE-FEB20	88.78
977740515-217	PHONE SERVICE-FEB20	88.78
977740515-217	PHONE SERVICE-FEB20	392.87
977740515-217	PHONE SERVICE-FEB20	88.78
977740515-217	PHONE SERVICE-FEB20	6.61
977740515-217	PHONE SERVICE-FEB20	6.58
Check Date 3/16/2020 Total For Check # 105417		2,314.76
<b>TOSHIBA FINANCIAL SERVICE</b>		
407900273	COPIER LEASE FEB	193.13
407900273	COPIER LEASE FEB	82.77
407900273	COPIER LEASE FEB	269.12



## Warrant Register 1716B

Invoice	Description	Invoice/Amount
407900273	COPIER LEASE FEB	275.90
407900273	COPIER LEASE FEB	269.12
407900273	COPIER LEASE FEB	269.12
407901164	COPIER LEASE FEB	269.12
Check Date 3/16/2020 Total For Check # 105418		1,628.28
<b>VERIZON WIRELESS</b>		
9848996131	IPADS/MODEMS FEB20	116.69
9848996131	IPADS/MODEMS FEB20	38.89
9848996131	IPADS/MODEMS FEB20	116.69
9848996131	IPADS/MODEMS FEB20	116.69
Check Date 3/16/2020 Total For Check # 105419		388.96
<b>A &amp; B LANDSCAPING</b>		
2020-0068	CBD SNOW REMOVAL	590.00
Check Date 3/16/2020 Total For Check # 105420		590.00
<b>A BLOCK MARKETING INC</b>		
ME00040214	WOOD CHIP DISPOSAL	30.00
Check Date 3/16/2020 Total For Check # 105421		30.00
<b>ABBOTT RUBBER COMPANY INC</b>		
5344093	PRETREAT TANK COUPLINGS	20.67
5346167	1.5" HOSE	115.78
Check Date 3/16/2020 Total For Check # 105422		136.45
<b>ALKAYE MEDIA GROUP</b>		
60077	MOVIES IN PARK SUMMER	895.00
Check Date 3/16/2020 Total For Check # 105423		895.00
<b>ALLIED GARAGE DOOR INC</b>		
147634	REPAIR OVERHEAD #5 DOOR	290.85
Check Date 3/16/2020 Total For Check # 105424		290.85
<b>AR SUPPLY INC</b>		
5024702RI	PEARL WASH SOLVENT	110.00
Check Date 3/16/2020 Total For Check # 105425		110.00
<b>ATLAS BOBCAT LLC</b>		
BH0803	TIE DOWN STRAPS/BOB CAT	141.66
BH0896	WINDSHIELD WIPER ARM & BLADE	50.01
Check Date 3/16/2020 Total For Check # 105426		191.67
<b>AVOLIN, LLC</b>		
583585353285554	DATA MIGRATION	260.00
Check Date 3/16/2020 Total For Check # 105427		260.00

**Warrant Register 1716B**

Invoice	Description	Invoice/Amount
<b>AWARD ENBLEM</b>		
410433	NAME PLATES	28.20
	Check Date 3/16/2020 Total For Check # 105428	28.20
<b>BACKGROUNDS ONLINE</b>		
520235	BACKGROUND CHECK	79.95
	Check Date 3/16/2020 Total For Check # 105429	79.95
<b>BAILEY, CAROL E</b>		
104	GENTLE YOGA JAN2020	406.00
105	VINYASA JAN 2020-YOGA	224.00
	Check Date 3/16/2020 Total For Check # 105430	630.00
<b>BANNERVILLE USA</b>		
28664	SUMMER BROCHURE POSTER	195.00
	Check Date 3/16/2020 Total For Check # 105431	195.00
<b>BNSF CONTRACTOR</b>		
20-64998	2020 INFRASTRUCTURE PROJ	4,966.00
	Check Date 3/16/2020 Total For Check # 105432	4,966.00
<b>BRITE</b>		
INV18294	SECURITY IMPROVEMENTS	29,999.00
	Check Date 3/16/2020 Total For Check # 105433	29,999.00
<b>C.A. BENSON &amp; ASSOCIATES</b>		
7355	APPRAISAL	450.00
	Check Date 3/16/2020 Total For Check # 105434	450.00
<b>CALL ONE</b>		
192121	PHONE CHARGES-FEB	936.26
192121	PHONE CHARGES-FEB	3,253.75
192121	PHONE CHARGES-FEB	205.83
192121	PHONE CHARGES-FEB	125.01
192121	PHONE CHARGES-FEB	233.90
192121	PHONE CHARGES-FEB	124.66
	Check Date 3/16/2020 Total For Check # 105435	4,879.41
<b>CARGILL INCORPORATED</b>		
2905272108	BULK ROCK SALT	8,484.87
	Check Date 3/16/2020 Total For Check # 105436	8,484.87
<b>CBC RESTAURANT CORP</b>		
1520677	IRMA TRANING	190.00
	Check Date 3/16/2020 Total For Check # 105437	190.00

**Warrant Register 1716B**

Invoice	Description	Invoice/Amount
<b>CDW-GOVERNMENT INC.</b>		
WXL7970	LIBRARY FONTS-MUNIS	333.30
WZF6683	NEW COMPUTERS	6,400.00
<b>Check Date 3/16/2020 Total For Check # 105438</b>		<b>6,733.30</b>
<b>CENTRAL PARTS WAREHOUSE</b>		
605164A	PARTS FOR TOOLCAT	168.00
605164A	PARTS FOR TOOLCAT	65.46
<b>Check Date 3/16/2020 Total For Check # 105439</b>		<b>233.46</b>
<b>CHRIS NYBO LLC</b>		
162	CONSULTING FEB20	5,000.00
179	CONSULTING FEE-MARCH	5,000.00
<b>Check Date 3/16/2020 Total For Check # 105440</b>		<b>10,000.00</b>
<b>CINTAS CORPORATION 769</b>		
5016110029	MEDICAL SUPPLIES CABINET	67.51
5016110029	MEDICAL SUPPLIES CABINET	67.52
5016110035	MEDICINE CABINET	102.11
1901132483	UNIFORM ALLOW	171.13
1901055996	UNIFORM ALLOW	54.44
1901088489	UNIFORM ALLOW	55.53
<b>Check Date 3/16/2020 Total For Check # 105441</b>		<b>518.24</b>
<b>CITY ELECTRIC SUPPLY-CES</b>		
ROM/051336	SHIPPING 2 LPR LIGHT POLES	157.15
<b>Check Date 3/16/2020 Total For Check # 105442</b>		<b>157.15</b>
<b>CLOWNING AROUND ENTERTNMT</b>		
36611	JULY 4TH DEPOSIT	2,372.00
37035	FALL FEST DEPOSIT	522.00
<b>Check Date 3/16/2020 Total For Check # 105443</b>		<b>2,894.00</b>
<b>COLLEGE OF DUPAGE</b>		
12067	DUI TRAINING	298.00
<b>Check Date 3/16/2020 Total For Check # 105444</b>		<b>298.00</b>
<b>COMCAST</b>		
8771201110037136- POOL 3/4-4/3/20 FEB		148.35
8771201110036781- POLICE 3/5-4/4/20 MAR		162.90
8771201110036807- KLM 3/5-4/4/20 MAR		108.35


**Warrant Register 1716B**

Invoice	Description	Invoice/Amount
8771201110036815- MAR	WATER 3/6-4/4/20	148.35
8771201110036757- MAR	VILLAGE HALL 3/5-4/4/20	258.35
<b>Check Date 3/16/2020 Total For Check # 105445</b>		<b>826.30</b>
<b>COMED</b>		
0015093062-FEB20	57TH STREET	426.63
0203017056-FEB20	WARMING HOUSE/PADDLE HUT	408.45
020306515-FEB20	CHESTNUT PARKING	47.21
0381057101-FEB20	CLOCK TOWER	25.23
0395122068-FEB20	STREET LIGHTS	54.18
0417073048-FEB20	314 SYMONDS DR	500.78
0471095066-FEB20	FOUNTAIN	41.36
0499147045-FEB20	BURLINGTON PARK	29.90
0639032045-FEB20	ROBBINS PARK	19.76
0697168013-FEB20	STREET LIGHTS	42.61
1094271003-FEB20	VILLAGE PLACE ALLEY	212.95
1107024145-FEB20	LANDSCAPE LIGHTS 650	27.51
1993023010-FEB20	RADIO EQUIPMENT FD	265.42
2378029015-FEB20	WASHINGTON	39.90
2425068008-FEB20	VEECK PARK	440.48
6583006139-FEB20	BURLINGTON PARK	25.23
7011157008-FEB20	NS CBQ RR	29.12
7011378007-FEB20	PIERCE PARK	223.04
7011481018-FEB20	WALNUT STREET	26.12
7261620005-FEB20	SAFETY TOWN	20.43
8521400008-FEB20	WATER PLANT	36.24
8605174005-FEB20	BROOK PARK	409.45
86898206002- FEB20	ELEANOR PARK	38.95
8689480008-FEB20	STOUGH PARK	19.40
8689640004-FEB20	BURNS FIELD	21.58
<b>Check Date 3/16/2020 Total For Check # 105446</b>		<b>3,431.93</b>
<b>COMED</b>		
0075151076-FEB20	ELEANOR PARK	1,114.76
3454039030-FEB20	VEECK PARK-WP	1,062.27
7093551008-FEB20	KLM LODGE	901.40
7093551008-FEB20	KLM LODGE	225.36
8521083007-FEB20	ROBBINS PARK	808.73



## Warrant Register 1716B

Invoice	Description	Invoice/Amount
8521342001-FEB20	TRAIN STATION	934.26
8605437007-FEB20	POOL	688.87
Check Date 3/16/2020 Total For Check # 105447		5,735.65
<b>COMPASS MINERALS AMERICA</b>		
588638	BULK ROCK SALT	8,643.60
Check Date 3/16/2020 Total For Check # 105448		8,643.60
<b>CONSTELLATION NEWENERGY</b>		
2813766	GAS BILLS 1/1-1/31/20	789.01
2813766	GAS BILLS 1/1-1/31/20	789.00
2813766	GAS BILLS 1/1-1/31/20	1,549.21
2813766	GAS BILLS 1/1-1/31/20	1,546.74
2813766	GAS BILLS 1/1-1/31/20	438.65
2813766	GAS BILLS 1/1-1/31/20	1,284.04
16815058301	TRANSFORMER 1/21-2/19	1,901.17
16845584801	STREET LIGHT-1/24-2/24 1653148050	8,107.76
168149990001	908 elm 1/21-2/19/20	547.36
16845554301	53 VILLAGE PL-1/17-2/18/20	688.09
Check Date 3/16/2020 Total For Check # 105449		17,641.03
<b>CURRIE MOTORS</b>		
E7676	NEW SQUAD 40	36,587.00
Check Date 3/16/2020 Total For Check # 105450		36,587.00
<b>CWKK CRIMEDEX</b>		
E78673CB-0001	SUBSCRIPTION	79.00
Check Date 3/16/2020 Total For Check # 105451		79.00
<b>DANCE ALTERNATIVES INC</b>		
HINSDWINTER2020	LINE DANCING FEB20	75.00
1		
Check Date 3/16/2020 Total For Check # 105452		75.00
<b>DIRECT ADVANTAGE INC</b>		
1886	FEB MONTHLY FEES	16,719.00
Check Date 3/16/2020 Total For Check # 105453		16,719.00
<b>DISCOVERY BENEFITS</b>		
1121263-IN	FSA MONTHLY-JAN	12.75
1121263-IN	FSA MONTHLY-JAN	12.75
1121263-IN	FSA MONTHLY-JAN	12.75
1121263-IN	FSA MONTHLY-JAN	21.25
1121263-IN	FSA MONTHLY-JAN	12.75



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Invoice	Description	Invoice/Amount
	Check Date 3/16/2020 Total For Check # 105454	72.25
<b>DOCU-SHRED, INC.</b>		
46232	DOCUMENT DESTRUCTION	40.00
46233	DOCUMENT DESTRUCTION	80.00
	Check Date 3/16/2020 Total For Check # 105455	120.00
<b>DUPAGE WATER COMMISSION</b>		
01-1200-00-FEB20	WATER CHARGES-JAN 1-31/2-29-20	299,253.64
	Check Date 3/16/2020 Total For Check # 105456	299,253.64
<b>ECO CLEAN MAINTENANCE INC</b>		
8512	CLEANING SERVICE FEB20	1,898.00
8512	CLEANING SERVICE FEB20	322.00
8512	CLEANING SERVICE FEB20	322.00
8512	CLEANING SERVICE FEB20	740.00
8512	CLEANING SERVICE FEB20	1,200.00
8512	CLEANING SERVICE FEB20	1,700.00
	Check Date 3/16/2020 Total For Check # 105457	6,182.00
<b>ETP LABS, INC</b>		
20-52343	VEECK CSO OVERFLOW SAMPLE	1,122.00
	Check Date 3/16/2020 Total For Check # 105458	1,122.00
<b>FACTORY MOTOR PARTS CO</b>		
50-2728320	OIL #58	25.97
50-2730693	RECIRCULATION DOOR MOTOR #850	19.27
50-2730319	REAR WIPER BLADES #28	11.68
50-2731503	HEAT GUN	145.99
50-2733985	WASHER SOLVENT	105.00
	Check Date 3/16/2020 Total For Check # 105459	307.91
<b>FEDEX</b>		
6-939-52730	FED EX SHIPMENTS	27.25
6-939-52730	FED EX SHIPMENTS	59.50
	Check Date 3/16/2020 Total For Check # 105460	86.75
<b>FIRESTONE STORES</b>		
132218	NEW TIRES #46	619.36
132207	NEW TIRES #45	563.36
	Check Date 3/16/2020 Total For Check # 105461	1,182.72
<b>FIRST COMMUNICATIONS, LLC</b>		
119137962	PHONE CHARGES FEB	272.16
119137962	PHONE CHARGES FEB	93.35





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Invoice	Description	Invoice/Amount
119137962	PHONE CHARGES FEB	196.91
119137962	PHONE CHARGES FEB	54.33
119137962	PHONE CHARGES FEB	369.02
119137962	PHONE CHARGES FEB	158.15
119137962	PHONE CHARGES FEB	589.38
119137962	PHONE CHARGES FEB	-0.01
Check Date 3/16/2020 Total For Check # 105462		1,733.29
<b>FULLERS HOME &amp; HARDWARE</b>		
FEB2020	MISC HARDWARE	17.16
FEB2020	MISC HARDWARE	11.95
FEB2020	MISC HARDWARE	28.22
FEB2020	MISC HARDWARE	17.22
FEB2020	MISC HARDWARE	0.70
FEB2020	MISC HARDWARE	2.23
FEB2020	MISC HARDWARE	5.84
Check Date 3/16/2020 Total For Check # 105463		83.32
<b>GOVTEMPS USA, LLC</b>		
2980087	MCLAUGHLIN HOURS 2/16 & 2/23	3,430.00
2970925	MCLAUGHLIN HOURS 2/2, 2/9, 2/2	3,512.46
2980088	CASTELLANOS HOURS 2/16-2/23	658.00
Check Date 3/16/2020 Total For Check # 105464		7,600.46
<b>GRANICUS</b>		
124122	MEETING WEB LIVESTREAMING	1,200.00
Check Date 3/16/2020 Total For Check # 105465		1,200.00
<b>GRAPHIC TICKETS &amp; SYSTEMS</b>		
5670	PARKING TICKET PAPER ROLLS	970.50
Check Date 3/16/2020 Total For Check # 105466		970.50
<b>HEALY ASPHALT COMPANY LLC</b>		
22447	COLD PATCH	1,187.20
Check Date 3/16/2020 Total For Check # 105467		1,187.20
<b>HOLIDYNAMICS</b>		
33693	EXTRA HOLIDAY LIGHTS	2,462.40
Check Date 3/16/2020 Total For Check # 105468		2,462.40
<b>HR GREEN INC</b>		
PROJ 190242	2020 INFRASTRUCTURE DESIGN	12,663.88
133271	2019 E CHGO DRAINAGE DESIGN	13,863.00
133272	2020 VEECK PK OPERATOR	186.00

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Invoice	Description	Invoice/Amount
133267	REP SVC PARKING DECK 1-18/2-14-20	3,392.50
	Check Date 3/16/2020 Total For Check # 105469	30,105.38
<b>HUFF &amp; HUFF INC</b>		
0790218	UST-REPLACEMENT DESIGN	1,376.90
	Check Date 3/16/2020 Total For Check # 105470	1,376.90
<b>IAM STARGUARD ELITE</b>		
213	ANNUAL TRNG CTR FEE 2020	35.00
	Check Date 3/16/2020 Total For Check # 105471	35.00
<b>IL ASSOC OF PARK DISTRICT</b>		
DUES	YEARLY MEMBERSHIP DUES	663.56
	Check Date 3/16/2020 Total For Check # 105472	663.56
<b>IL SECRETARY OF STATE</b>		
MP825	TITLE/PLATE SQUAD 40	175.00
	Check Date 3/16/2020 Total For Check # 105473	175.00
<b>ILLINOIS FIRE INSPECTORS</b>		
21246	NFPA 101 LIFE SAFETY CODE UPDATE	50.00
	Check Date 3/16/2020 Total For Check # 105474	50.00
<b>INDUSTRIAL ELECTRIC</b>		
3717	LIGHTS FOR BRUSH HILL	174.00
3718	LIGHT/SWITCH TRAIN STATION	49.50
4376	STREET LIGHT POLE BALLAST	120.00
4375	SWITCH/RECEPTACLE PADDLE HUT	15.00
4374	BALLEST VH LIGHTS/GLOVES	61.00
4374	BALLEST VH LIGHTS/GLOVES	11.00
	Check Date 3/16/2020 Total For Check # 105475	430.50
<b>INDUSTRIAL ELECTRIC SUPPLY</b>		
5816	55TH & TAFT PD SUPPLIES	21.43
5819	55TH & TAFT PD CAMERA	464.39
5817	STREET LIGHT POLE SUPPLIES	152.40
5815	ST LIGHT REPAIR SUPPLIES	29.02
	Check Date 3/16/2020 Total For Check # 105476	667.24
<b>INDUSTRIAL ORGANIZATIONAL</b>		
C47153A	PSYCHOLOGICAL EVALUATION	485.00
	Check Date 3/16/2020 Total For Check # 105477	485.00



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Invoice	Description	Invoice/Amount
<b>INTERNATIONAL ASSOC OF</b>		
82926	MEMBERSHIP-SUSMARSKI	75.00
	Check Date 3/16/2020 Total For Check # 105478	75.00
<b>INTERSTATE BATTERY SYSTEM</b>		
24040591	BATTERIES	109.95
24040591	BATTERIES	259.90
	Check Date 3/16/2020 Total For Check # 105479	369.85
<b>JAMES J BENES &amp; ASSOC INC</b>		
PROJ 1209.685	2019-20 3RD PARTY REVIEWS	4,456.48
	Check Date 3/16/2020 Total For Check # 105480	4,456.48
<b>JOHNSON CONTROLS SECURITY</b>		
33850042	QTRLY FIRE ALARM MONITORING	62.10
33850042	QTRLY FIRE ALARM MONITORING	62.10
	Check Date 3/16/2020 Total For Check # 105481	124.20
<b>JS WHITE ASSOCIATES LLC</b>		
1129	JAN ACCOUNTING SVC	2,856.00
	Check Date 3/16/2020 Total For Check # 105482	2,856.00
<b>KASPERSKI, ERIC</b>		
006600009876	UNIFORM ALLOW	65.98
	Check Date 3/16/2020 Total For Check # 105483	65.98
<b>KATHLEEN W BONO CSR</b>		
8420	#HPC-46-2019	999.70
	Check Date 3/16/2020 Total For Check # 105484	999.70
<b>LAKE VIEW NATURE CENTER</b>		
022920	CLASSES	58.50
022920	CLASSES	131.40
	Check Date 3/16/2020 Total For Check # 105485	189.90
<b>LAMBERT, PETE</b>		
006000007193	UNIFORM ALLOW	65.08
	Check Date 3/16/2020 Total For Check # 105486	65.08
<b>LAW OFFICES ANCEL, GLINK ET AL</b>		
72672	SPECIAL ZONING COUNSEL	587.50
	Check Date 3/16/2020 Total For Check # 105487	587.50
<b>LENOVO INC.</b>		
6453076957	LAPTOP DOCKS	809.97
	Check Date 3/16/2020 Total For Check # 105488	809.97

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Invoice	Description	Invoice/Amount
<b>LIPKE KENTEX HESSE, INC</b>		
578064	SOUR SOFTENER	90.41
578064-1	5 GAL PULSE ULTRA ALKALI	101.53
578064-2	NDT BRITE DET 5 GAL	108.68
	Check Date 3/16/2020 Total For Check # 105489	300.62
<b>MANGANIELLO, JIM</b>		
022020	FEB READINGS	70.00
	Check Date 3/16/2020 Total For Check # 105490	70.00
<b>MARQUARDT PRINTING CO</b>		
35000	YELLOW DOOR HANGERS	160.00
	Check Date 3/16/2020 Total For Check # 105491	160.00
<b>MENARDS</b>		
44455	FENCE REPAIR KLM	29.99
44472	MISC SUPPLIES	26.97
44472	MISC SUPPLIES	23.61
44472	MISC SUPPLIES	24.97
44745	VEHICLE CLEANING SUPPLIES	15.95
	Check Date 3/16/2020 Total For Check # 105492	121.49
<b>MIDWEST TIME RECORDER</b>		
171712	PUB SVC TIME CLOCK MAINT	250.00
172116	PUB SVC TIME CLOCK MAINT	111.60
	Check Date 3/16/2020 Total For Check # 105493	361.60
<b>MUNICIPAL SERVICES ASSOCIATES INC</b>		
11-1958-20	ROW PERMITTING COMMUNICATIONS	765.00
04-1951-20	REVIEW PERMIT REQUESTS	1,700.00
	Check Date 3/16/2020 Total For Check # 105494	2,465.00
<b>NAPA AUTO PARTS</b>		
4343-648614	WELDING HELMET	180.00
4343-649600	SOCKET FOR PLAYGROUND EQUIP	9.49
4343-649521	SOLDERING IRON FUEL	11.99
4343-649517	SOLDERING IRON & SOLDER	53.48
6306-534530	DEF AND PREMIXED ANTIFREEZE	67.66
	Check Date 3/16/2020 Total For Check # 105495	322.62
<b>NATIONAL SEED</b>		
593370SI	PLATFORM BULK SALT	205.87
593370SI-1	BULK SALT	2,618.00
	Check Date 3/16/2020 Total For Check # 105496	2,823.87



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Invoice	Description	Invoice/Amount
<b>NELS J JOHNSON TREE EXPT</b>		
131639	TREE PRUNING	3,563.50
131606	TREE PRUNING	4,746.75
Check Date 3/16/2020 Total For Check # 105497		8,310.25
<b>NICOR GAS</b>		
13270110003-FEB	350 N VINE 1/15-2/15/20	330.06
12952110000-FEB	5905 S CNTY LINE 1/16-2/16	252.67
06677356575-FEB	PLATFORM TENNIS 1/17-2/16	1,203.21
38466010006-FEB	121 SYMONDS 1/16-2/17	62.30
38466010006-FEB	121 SYMONDS 1/16-2/17	62.30
90077900000-FEB	YOUTH CENTER 1/15-2/16	347.60
Check Date 3/16/2020 Total For Check # 105498		2,258.14
<b>NUCO2 INC</b>		
62193046	C02 TANK LEASE	100.89
Check Date 3/16/2020 Total For Check # 105499		100.89
<b>ONE STEP</b>		
154777	SUMMER 2020 POSTCARDS	277.81
Check Date 3/16/2020 Total For Check # 105500		277.81
<b>CMS LANDSCAPE</b>		
25121	CONT BD-521 N LINCOLN #25121	1,000.00
Check Date 3/16/2020 Total For Check # 105501		1,000.00
<b>FINISHED BASEMENT COMPANY</b>		
25473	CONT BD-20 N GRANT #25473	4,000.00
Check Date 3/16/2020 Total For Check # 105502		4,000.00
<b>FRIEDMAN &amp; HUEY</b>		
26632	KLM SEC DEP-EN200108 & 109 #26632	250.00
Check Date 3/16/2020 Total For Check # 105503		250.00
<b>GEE, RICKY</b>		
25494	CONT BD-908 S THURLOW #25494	500.00
Check Date 3/16/2020 Total For Check # 105504		500.00
<b>HODNELAND, CHRISTIAN</b>		
24275	CONT BD-311 N OAK #24275	5,000.00
Check Date 3/16/2020 Total For Check # 105505		5,000.00
<b>LEE, GARY C &amp; LESLIE A</b>		
25125	CONT BD-928 OAKWOOD-#25125	9,000.00
Check Date 3/16/2020 Total For Check # 105506		9,000.00



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Invoice	Description	Invoice/Amount
<b>LICHTENBERGER HOMES</b>		
25466	CONT BD-415 N ELM #25466	1,500.00
	Check Date 3/16/2020 Total For Check # 105507	1,500.00
<b>MCCABE, PAMELA</b>		
25335	CONT BD-214 S MONROE #25335	2,750.00
	Check Date 3/16/2020 Total For Check # 105508	2,750.00
<b>MOODY, JAMES &amp; AMY</b>		
25106	CONT BD-18 E HICKORY #25106	4,000.00
	Check Date 3/16/2020 Total For Check # 105509	4,000.00
<b>OAKLEY HOME BUILDERS</b>		
25341	CONT BD-22 E NORTH #25341	4,500.00
	Check Date 3/16/2020 Total For Check # 105510	4,500.00
<b>RILEY, BETH</b>		
210876	CLASS CANCEL	70.00
	Check Date 3/16/2020 Total For Check # 105511	70.00
<b>SCHULZ, AARON</b>		
25357	CONT BD-1401 BURR OAK #114B #25357	2,000.00
	Check Date 3/16/2020 Total For Check # 105512	2,000.00
<b>TEMPAS, ROBERT</b>		
25197	CONT BD-916 S BODEN #25197	3,750.00
	Check Date 3/16/2020 Total For Check # 105513	3,750.00
<b>THE LANDSCAPE SPECIALIST</b>		
25447	CONT BD-901 S PARK #25447	500.00
	Check Date 3/16/2020 Total For Check # 105514	500.00
<b>UNITED HEALTH CARE</b>		
DOS09182019	REF AMB #HNIL-19-2333:1	528.36
	Check Date 3/16/2020 Total For Check # 105515	528.36
<b>ZHANG, JIAN</b>		
24104	STMWR BD-918 S MADISON #24104	8,400.00
	Check Date 3/16/2020 Total For Check # 105516	8,400.00
<b>ORBIS SOLUTIONS</b>		
5569756	POLICE/DECK/RR CAMERA PROJ	800.00
5569932	TEMP CONTRACT IT SUPPORT	13,744.00
	Check Date 3/16/2020 Total For Check # 105517	14,544.00



## Warrant Register 1716B

Invoice	Description	Invoice/Amount
<b>PERSONNEL STRATEGIES LLC</b>		
021020	PEAC FOR HIRING CYCLE	4,850.00
	Check Date 3/16/2020 Total For Check # 105518	4,850.00
<b>PIECZYNSKI, LINDA</b>		
6911R	TRAINING NEWSLETTER	110.00
	Check Date 3/16/2020 Total For Check # 105519	110.00
<b>PORTER LEE CORPORATION</b>		
23380	THE BEAST EVIDENCE SOFTWARE	1,013.00
	Check Date 3/16/2020 Total For Check # 105520	1,013.00
<b>PREMIER LANDSCAPE CONTRAC</b>		
25508	CONT BD-223 JUSTINA #25508	600.00
	Check Date 3/16/2020 Total For Check # 105521	600.00
<b>QUADIENT INC</b>		
15999508	INK CARTRIDGE IS3-4	189.97
	Check Date 3/16/2020 Total For Check # 105522	189.97
<b>RAY O'HERRON CO INC</b>		
2010216-IN	RETIREMENT BADGE	83.18
2009078-IN	BADGE HOLDER	13.99
2010189-IN	UNIFORM CAP	26.95
2009699-IN	UNIFORM SHIPMENT	8.04
	Check Date 3/16/2020 Total For Check # 105523	132.16
<b>RELIABLE FIRE &amp; SECURITY</b>		
17305	FIRE EXTINGUISHERS SVC	330.45
	Check Date 3/16/2020 Total For Check # 105524	330.45
<b>REMPE-SHARPE &amp; ASSOCIATES INC</b>		
27304	2020 MAINTENANCE PROJ	9,095.40
	Check Date 3/16/2020 Total For Check # 105525	9,095.40
<b>RUSSO POWER EQUIPMENT</b>		
SPI10103228	SNOW SHOVELS	119.98
SPI10099324	SNOWBLOWER PARTS	52.07
	Check Date 3/16/2020 Total For Check # 105526	172.05
<b>RYDIN SIGN &amp; DECAL</b>		
364813-1	FREIGHT	22.72
	Check Date 3/16/2020 Total For Check # 105527	22.72



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Invoice	Description	Invoice/Amount
<b>SCOTT STOMPER</b>		
68	SUMMER 2020 BROCHURE DESIGN	2,000.00
	Check Date 3/16/2020 Total For Check # 105528	2,000.00
<b>SECOND CHANCE CARDIAC SOL</b>		
20-002-112	1 AED BATTERY	225.00
	Check Date 3/16/2020 Total For Check # 105529	225.00
<b>SERVICE FORMS &amp; GRAPHICS</b>		
0084221	BUSINESS CARDS	57.71
0084558	AP LASER CHECKS	445.24
	Check Date 3/16/2020 Total For Check # 105530	502.95
<b>SHERWIN WILLIAM-WESTMONT</b>		
7737-7	GRAFFITI REMOVER	17.83
	Check Date 3/16/2020 Total For Check # 105531	17.83
<b>SPEER FINANCIAL INC</b>		
D11/19-24	PROF SERVICE	830.00
	Check Date 3/16/2020 Total For Check # 105532	830.00
<b>SPORTS R US</b>		
2484	FEB 2020 SESSIONS	1,680.00
	Check Date 3/16/2020 Total For Check # 105533	1,680.00
<b>STANDARD EQUIPMENT CO</b>		
U00424	COMBINATION VACTOR TRUCK	346,890.00
	Check Date 3/16/2020 Total For Check # 105534	346,890.00
<b>STOPSTICK LTD</b>		
0016823-IN	STOPSTICKS	967.00
	Check Date 3/16/2020 Total For Check # 105535	967.00
<b>SUBURBAN LABORATORIES, IN</b>		
173338	IEPA WELL SAMPLES	4,447.00
	Check Date 3/16/2020 Total For Check # 105536	4,447.00
<b>TASC-CLIENT INVOICES</b>		
IN1708397	FMLA ADMIN FEE	379.05
	Check Date 3/16/2020 Total For Check # 105537	379.05
<b>TELCOM INNOVATIONS GROUP</b>		
A54830	MITEL/365 CHANGES	32.50
	Check Date 3/16/2020 Total For Check # 105538	32.50





## Warrant Register 1716B

Invoice	Description	Invoice/Amount
<b>THE HINSDALEAN</b>		
7246	#A-04-2020	160.00
7277	#V-02-20	188.00
Check Date 3/16/2020 Total For Check # 105539		348.00
<b>THE POLICE &amp; SHERIFFS</b>		
130788	RETIRED CC CARD	17.55
Check Date 3/16/2020 Total For Check # 105540		17.55
<b>THIRD MILLENIUM</b>		
24423	UTILITY BILLING-2/4/20	1,053.58
24489	VEH STICKER FEE 4/30/20-4/29/21	1,217.37
Check Date 3/16/2020 Total For Check # 105541		2,270.95
<b>TPI BLDG CODE CONSULTANT</b>		
202002	3RD PTY PLUMBING INSP MAR20	2,000.00
Check Date 3/16/2020 Total For Check # 105542		2,000.00
<b>TRANE</b>		
7683601	V-BELT FOR AIR HANDLER	3.45
7683601	V-BELT FOR AIR HANDLER	3.44
Check Date 3/16/2020 Total For Check # 105543		6.89
<b>TYLER TECHNOLOGIES, INC</b>		
045-293739	SAAS CONTRACT IMPLEMENT	5,394.28
Check Date 3/16/2020 Total For Check # 105544		5,394.28
<b>UPS STORE #3276</b>		
3218	UPS FOR PD SHIPPED	24.00
Check Date 3/16/2020 Total For Check # 105545		24.00
<b>US WATERPROOFING &amp; CONSTR</b>		
25431	CONT BD-421 N VINE #25431	500.00
Check Date 3/16/2020 Total For Check # 105546		500.00
<b>VILLAGE TRUE VALUE HDWE</b>		
214141	GRAFFITI PIERCE PARK	8.99
Check Date 3/16/2020 Total For Check # 105547		8.99
<b>WAREHOUSE DIRECT INC</b>		
4587431-0	KLM JANITORIAL SUPPLIES	194.84
4584646-0	TONER/DRUM	221.72
4584651-0	OFFICE SUPPLIES	7.29
4590765-0	OFFICE SUPPLIES	171.97
4591220-0	OFFICE SUPPLIES	58.49
4575941-0	OFFICE SUPPLIES	16.59

**Warrant Register 1716B**

Invoice	Description	Invoice/Amount
C4564546-0	CREDIT	-74.00
4578254-0	JANITORIAL SUPPLIES	104.77
4578247-0	OFFICE SUPPLIES	6.92
4573869-0	OFFICE SUPPLIES	20.80
4574883-0	OFFICE SUPPLIES	49.90
4580668-0	JANITORIAL SUPPLIES	453.90
4583454-0	JANITORIAL SUPPLIES	18.50
458616-0	JANITORIAL	23.08
C4580668-0	TOWEL CREDIT	-18.50
4583734-0	OFFICE SUPPLIES	120.37
4578117-0	OFFICE SUPPLIES	93.95
	<b>Check Date 3/16/2020 Total For Check # 105548</b>	<b>1,470.59</b>
<b>WARREN OIL COMPANY</b>		
W1293089	DIESEL FUEL-FEB	9,787.50
	<b>Check Date 3/16/2020 Total For Check # 105549</b>	<b>9,787.50</b>
<b>WEX BANK</b>		
64158848	UNLEADED FUEL-FEB	93.14
64158848	UNLEADED FUEL-FEB	242.23
64158848	UNLEADED FUEL-FEB	3,118.97
64158848	UNLEADED FUEL-FEB	679.63
64158848	UNLEADED FUEL-FEB	235.99
64158848	UNLEADED FUEL-FEB	118.42
64158848	UNLEADED FUEL-FEB	72.33
64158848	UNLEADED FUEL-FEB	668.52
64158848	UNLEADED FUEL-FEB	467.17
	<b>Check Date 3/16/2020 Total For Check # 105550</b>	<b>5,696.40</b>
<b>WILLOWBROOK FORD INC</b>		
5144393	GAS CAP	16.47
	<b>Check Date 3/16/2020 Total For Check # 105551</b>	<b>16.47</b>
<b>WINSTON &amp; STRAWN</b>		
2724191	LEGAL SERVICES	10,019.89
	<b>Check Date 3/16/2020 Total For Check # 105552</b>	<b>10,019.89</b>
	<b>Total For ALL Checks</b>	<b>1,036,206.71</b>



**REQUEST FOR BOARD ACTION**  
Administration

**AGENDA SECTION:** Consent Agenda - ACA  
**SUBJECT:** Approve an ordinance designating a cable television non-commercial Public, Education and Governmental access (PEG) capital project to fund the Village Board chambers audio facilities improvement project  
**MEETING DATE:** March 16, 2020  
**FROM:** Bradley Bloom, Assistant Village Manager/Director of Public Safety

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**Recommended Motion**

Approve an Ordinance to Collect Cable Public Education Government (PEG) fees to fund the replacement of cable broadcast equipment

**Background**

Over the past few years, Village staff has received complaints over the degradation of the quality of the broadcast audio of Village meetings broadcast on the local access cable channel and livestreamed from the website. Staff has noticed low volume levels and inconsistent audio quality at times. The Village's vendor that maintains the broadcast equipment has attributed the audio issues to the age of the equipment and the fact that the analog microphones are interfaced with newer digital broadcast equipment. The vendor recommends replacing the microphones at the Board dais, staff table and podium as well as the back-end audio equipment at a cost of approximately \$44,000.

The Village's franchise agreement with Comcast and an ordinance establishing an agreement with AT&T allows the Village to impose a PEG fee on customers to fund the cost for replacing the microphones and back-end broadcast equipment. Upon written notification from the Village, Comcast and AT&T will collect a PEG fee on behalf of the Village (Comcast-.35 cents per month and AT&T-1% of customers monthly fee) until Comcast and AT&T providers portion is paid to the Village. The length of time it PEG will be imposed is undermined due to the total number of Hinsdale customers served by Comcast and AT&T being considered as proprietary and not available to the Village. Previously, PEG fees collected on behalf of the Village show Comcast accounted for 84% and AT&T accounted for 16% of the total PEG fees collected.

Provider	Share of Project Cost of \$44,000	Monthly Cost to End User
Comcast	\$36,960 (84%)	35 cents per month
AT&T	\$7,040 (16%)	\$1.09 per month (average)

**Discussion & Recommendation**

The equipment to be replaced is over 15 years old. The Village relies on the broadcast of Village meetings to keep residents informed on governmental activities. Village staff obtained competitive quotes from three broadcast equipment suppliers and recommends purchasing the equipment from the supplier providing the lowest price for each piece of equipment for a total cost of \$30,249.09.

<b>Equipment</b>	<b>Vendor</b>	<b>Quote</b>
Microphones	B and H Limited	\$16,158.09
Switches and Cabling	National Tec Direct	\$7,665.00
Sound Panels	Audio Visual Systems	\$6,426.00
<b>Equipment Total</b>		<b>\$30,249.09</b>

Due to the complexity of the broadcast equipment and familiarity of the vendor that maintains the broadcast equipment, staff recommends that Audio Visual Systems (AVS) do the installation at a cost not to exceed \$13,100. **The total cost of the project including equipment and installation is \$43,259.09**

#### **Budget Impact**

The 2020 capital budget includes \$39,500 for broadcast replacement equipment. The actual cost of the project is \$43,259.09 or \$3,759.09 over budget. This is a budgeted request with funding conditioned upon the approval of Village reimbursement through PEG fees collected by Comcast and AT&T.

#### **Village Board and/or Committee Action**

At their meeting of March 3, the Board agreed to move this item to the Consent agenda of their next meeting.

#### **Documents Attached**

1. Ordinance on PEG Fees
2. Cable Franchise Agreement (pages 11-12) Section 8.5 Peg Fees
3. Capital Plan Page Broadcast Equipment Replacement

**VILLAGE OF HINSDALE**

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE DESIGNATING A CABLE TELEVISION NONCOMMERCIAL PUBLIC,  
EDUCATIONAL AND GOVERNMENTAL ACCESS CAPITAL PROJECT  
(VILLAGE BOARD CHAMBERS AUDIO FACILITIES IMPROVEMENTS PROJECT)**

**WHEREAS**, the Village of Hinsdale ("Village") is a non-home rule municipality under the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village is authorized under the Federal Cable Communications Policy Act, 47 U.S.C. § 521, *et seq.*, and the Illinois Municipal Code, 65 ILCS 65 ILCS 5/11-42-11, to grant nonexclusive franchises for cable television operators to construct and operate cable systems in the Village's public ways, and the Village has issued a cable television franchise to Comcast of Illinois VI, LLC; and

**WHEREAS**, the Village is authorized under the law, including, but not limited to, 47 U.S.C. §542(g)(2)(C), to designate cable television noncommercial public, educational and governmental access capital projects, the costs of which are not included in the franchise fees required to be paid by cable operators to the Village; and

**WHEREAS**, the President and Board of Trustees of the Village desire to designate a cable television noncommercial public, educational and governmental access facilities capital project for certain audio facilities improvements in the Village Board Chambers, as set forth in **EXHIBIT A** attached hereto and made a part hereof ("Audio Facilities Improvements Capital Project"); and

**WHEREAS**, the costs of the Audio Facilities Improvements Capital Project shall be collected from cable subscribers in the Village, but shall not be deducted from the franchise fees paid by cable operators in the Village;

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

**SECTION 1: Designation.** That the Audio Facilities Improvements Capital Project is hereby designated as a cable television noncommercial public, educational and governmental access capital project of the Village.

**SECTION 2: Transmittal.** That Village staff is hereby directed to transmit this Ordinance to cable operator(s) in the Village with a Village-issued franchise, along with a written request that the cable operator(s) collect an external fee to pay for some or all of the costs of the Audio Facilities Improvements Capital Project. Village staff is authorized to take all actions necessary to implement the external fee to pay for some or all of the costs of the Audio Facilities Improvements Capital Project.

**SECTION 3: Severability and Repeal of Inconsistent Ordinances.** That each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such

decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**SECTION 4: Effective Date.** That 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 \_\_\_\_\_, 2020.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

\_\_\_\_\_  
Christine M. Bruton, Village Clerk

occur until after Grantee has given the Village written notice that the use of the existing Channel provided as of the Effective Date of the Agreement is not sufficient to justify the provision of the second Channel. The Village shall have one hundred twenty (120) days to establish the utilization of the first Channel is sufficient to justify the continued provision of the second Channel. Any cost for the activation of the additional Channel shall be paid for by the Village. The Grantee shall offer the Village's entire PEG programming on its basic digital tier of service.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a Channel by designating it for PEG use. However, the PEG Channel is, and shall be, operated by the Village, and the Village may at any time allocate or reallocate the usage of the PEG Channel among and between different non-commercial uses and Users. The Village shall be responsible for the editorial control of the Video Programming on the PEG Channel except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from schools and/or Village facilities (other than the origination point which exists as of the Effective Date); or at such time that the Village determines that it wants to change or upgrade a location from which PEG access programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery systems from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in the Agreement.

8.5. PEG Capital Support. At its sole discretion, the Village may designate PEG access capital projects to be funded by the Village. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month – or such other greater amount as may be agreed to by the Village and Grantee – to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (PEG Access capital costs) and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. During the term of this Agreement, the Grantee shall collect the external charge and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. Said collection and payments shall continue until such time as the amount set forth in said plan and notice has been collected and paid. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, provided

that if the entire amount is not expended during the term of this agreement, any remaining funds shall be credited against PEG Capital requests from the Village in subsequent franchise renewals. Said PEG Capital Fee shall be imposed within ninety (90) days of the Village's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rates as quoted by JP Morgan Chase Bank U.S.A. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the Village upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of twelve (12) hours where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

#### SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the



*Administration/Finance*

**Information Technology**

2020

**Replace Board Room Video Broadcast Equipment**

**\$39,500**

**Original Purchase Date**

2002



*Current Broadcast Equipment*

**Project Description & Justification**

The Board Room microphones and speakers were not replaced as part of the 2006 Board Room renovation. The sound quality has diminished, causing sound issues on live and recorded videos. The proposed solution would take advantage of new technology with both wired and wireless options.

It would be appropriate to recover the cost of this project through the Village's Comcast franchise agreement at a rate of \$0.35 per month per customer and collection of a 1% public, educational and government (PEG) fee from other video service providers until all costs are recovered.

**Project Update**

This project was originally budgeted in FY 2015-16; however, only a small portion of the work was completed. The remainder of the project is intended to move forward during FY 2018-19. The initial project budget in FY 2015-16 was \$39,500. Of that amount, \$6,350 was spent on a portion of the project for new switches (PIX) that allow for creating and controlling video recordings. The budgeted amount has increased back to \$39,500 to accommodate for high-quality wireless microphones.

**Project Alternative**

Existing equipment can be retained at the risk of poor sound quality for meeting attendees as well as anyone watching meetings on cable TV and online.

Public Services & Engineering

**AGENDA SECTION:** Consent Agenda - ACA

**SUBJECT:** Community Pool Renovations Year 1 Design Proposal and Modification of Capital Plan

**MEETING DATE:** March 16, 2020

**FROM:** George Peluso, Director of Public Services  
Garrett Hummel, Administrative Analyst

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**Recommended Motion**

To waive the competitive bidding process and accept a proposal from Williams Architects/Aquatics for design engineering and construction management services for the Community Pool renovations in the amount of \$61,800.

**Background (Williams Architects)**

In the spring of 2019, the Public Services staff solicited proposals from two (2) architectural firms that specialize in aquatics and pool engineering for purposes of completing the Community Pool Audit. The lowest qualified proposal was submitted by Williams Architects/Aquatics ("Williams"). In the report, Williams identified significant capital improvements that needed to be addressed at the facility within the next four (4) years in order to keep the facility operational.

As a way to maintain continuity with the project, Village staff recommends entering into another contract with Williams for professional design and construction management services. Williams is most familiar with the improvements needed at the pool, and are best qualified to prepare the construction documents for the Village. Furthermore, when Staff originally requested proposals for the audit, Williams was the only firm that submitted a thorough proposal. Only one other firm responded after Staff made several additional requests for their services.

**Background (Capital Improvement Plan)**

Staff developed a four (4) year Capital Improvement Plan (CIP) to address the issues identified in the audit report. The Year 1 contracted improvements are included in the CY 2020 CIP in the amount of \$573,000. Included in these costs is \$95,600 for professional design and construction management services. The work includes replacing the lap pool deck, repairing the grout joints, replacing grout under the perimeter gutter and repainting the main pool. Staff identified cost saving opportunities for other smaller items listed in the audit that will be completed by the Public Services Department. A copy of the original pool audit and Staff's prioritization memo are attached for review.

Due to the significant budget implications associated with the recommended improvements, staff applied for and received a \$400,000 Open Space Lands Acquisition and Development (OSLAD) grant. The grant requires a 50/50 match on behalf of the Village. In order to satisfy the required match amount of \$400,000, the Village is required to spend at least \$800,000 in Year 1 of the project.

Staff recommends advancing the replacement of the four (4) pool filters in the amount of \$450,000, which were originally planned for Year 2. The filters are considered the backbone of the entire pool system, and replacing them sooner will avoid any unplanned setbacks in the upcoming pool seasons.

**Discussion & Recommendation**

Provided below is a breakdown of the combined Year 1 and 2 contracted costs:

Item	Cost
Year 1 Renovations (Contracted)	\$423,000
Year 2 Renovations (Contracted)	\$450,000
Williams Contract Proposal	\$61,800
Total (before OSLAD Grant)	\$934,000
OSLAD Grant	(\$400,000)
Total Amended Project Costs (Year 1)	\$534,000

The expected funds received by the OSLAD Grant have significantly helped offset the proposed costs of the pool improvements. Even with the \$450,000 in added costs for the pool replacement filters, the Year 1 contracted improvements are estimated to be \$39,000 under the CY 2020 CIP budgeted amount of \$573,000.

Item	Cost
Total CY 2020 CIP (Contracted Items)	\$573,000
Total Amended Project Costs (Year 1)	\$534,000
Difference (Savings)	\$39,000

**Budget Impact**

The CY 2020 CIP Budget has \$573,000 for Year 1 contracted services for the Community Pool. Included in that amount is \$95,600 for professional services. The total cost of Williams' professional services proposal is \$61,800, which is \$33,800 under the professional services line item. Williams' proposal represents roughly 7% of the overall project cost. As a comparison, the Village is expending approximately 10% for professional services for the 2020 Infrastructure Program.

**Village Board and/or Committee Action**

At their meeting of March 3, the Board agreed to move this item to the Consent agenda of their next meeting

**Documents Attached**

1. Williams Architects/Aquatics Proposal
2. Professional Services Contract Documents
3. Recommended Village Pool Improvement Plan (July 31, 2019)

11 February 2020

Mr. Garrett Hummel  
Public Services Administrative Analyst  
Village of Hinsdale  
225 Symonds Drive  
Hinsdale, IL 60521

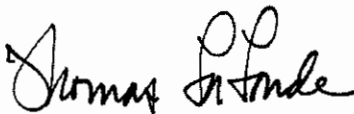
Re: Renovations to the Hinsdale Community Pool  
WA BD No.: 2020-306

Dear Garrett:

We appreciate the opportunity once again to work with the Village of Hinsdale on the above referenced project.

Attached is a Proposal / Letter of Understanding for our services. This proposal has been updated to include replacement of the 2 pool filters. If acceptable, please have it signed and return to our office. Let us know if you have questions or require additional information. Thank you.

Cordially,



Thomas G. LaLonde, AIA, LEED AP  
Vice President / Principal

m:\busdev\2020\aquatics\2020-306 village of hinsdale renovations to commty pool\2020 01 16 cover letter.docx



16 January 2020  
11 February 2020 Revised

### **Proposal / Letter of Understanding**

Village of Hinsdale Community Pool  
500 West Hinsdale Ave.  
Hinsdale, IL 60521

Owner: Village of Hinsdale  
225 Symonds Dr.  
Hinsdale, IL 60521

### **PROJECT SCOPE**

The Village of Hinsdale has determined to proceed with improvements to the Hinsdale Community Pool. Items identified are included in the Facility Evaluation dated 29 May 2019 prepared by Williams Architects/Aquatics. The improvements shall consist of the following:

- Pools & Decks
  1. Replace existing pressure sand filters for main lap pool and dive/wading pool with new pressure sand filters.
  2. Lap Pool – Repair deteriorated grout joints under the stainless steel perimeter gutter. (Approximately 120 linear feet, assume replacing all grout under gutter). This should extend the life expectancy 10 to 15 years.
  3. Prep and repaint main pool (12,835 SF wall and floor areas).
  4. Repair gutter grating support in main pool at northeast corner of the deep end.
  5. Provide a dedicated chemical controller for the wading pool and use the existing chemical controller for the dive pool only. Provide two sampling stream pumps, one for the dive pool chemical controller and one for the wading pool chemical controller. Sampling should be taken off the bottom of the gutter collection lines.
  6. Replace lap pool decks and deck drainage (12,723 SF). This should extend the life expectancy 20 to 30 years.
- Filter Building
  1. Remove rust from existing piles in surge tank. Coat with epoxy paint.
  2. Clean rebar and repair concrete at surge tank.
  3. Epoxy inject crack in tank.
  4. Clean and repair control units in masonry walls.

### **PRELIMINARY CONSTRUCTION COST BUDGET**

The preliminary Construction Cost Budget for the defined scope of work was identified in the facility evaluation as \$873,000.



## **ARCHITECT'S BASIC SERVICES**

Basic Services are listed below:

### **A. DESIGN PHASE**

1. Kick off meeting to introduce Project Team, discuss Project Scope, communications, budget and schedule;
2. Visit the pool with the Project Team to visually observe existing conditions and note any observed differences from existing drawings;
3. Prepare base plans of pool site and filter building;
4. Review applicable codes;
5. Prepare design documents of proposed improvements;
6. Prepare drawings and outline specifications to describe the proposed project scope;
7. Prepare an estimate of probable construction cost;
8. Facilitate meetings with the Owner as needed;
9. Update plans as directed;
10. Review the documents with the Owner for approval.

### **B. CONSTRUCTION DOCUMENT AND PERMITTING PHASE**

1. Prepare Contract Documents consisting of drawings and specifications to secure a building permit and proceed with bidding and construction.
2. Facilitate meetings with the Owner as needed.
3. Incorporate Owner insurance, contract and bidding requirements.
4. Assist Owner with permit submittals to Village Building Department
5. Submit documents to Illinois Department of Public Health for approval.
6. Final review with the Owner for approval.

### **C. BIDDING & NEGOTIATION PHASE**

1. Assist Owner with preparation of Public Notice;
2. Assist with solicitation of bidders;
3. Issue Contract Documents electronically to bidders;
4. Respond to questions and provide clarifications to bidders;
5. Issue Addenda to bidders as necessary;
6. Conduct pre-bid conference and attend bid opening;
7. Prepare bid summary and recommendations to the Owner based on the Contractors proposed work plan, qualifications and cost proposal.

### **D. CONSTRUCTION PHASE**

1. Assist the Owner and Contractor with the building permit application.
2. Attend regular Project Meetings with the Owner and Contractor(s) combined with on-site observation to become familiar with the progress, quantity and quality of the completed construction work and to determine if the work conforms to the design intent. The Architect shall report to the Owner and Contractor if nonconforming work is observed during such visits. We include up to six on site progress meetings in addition to one punchlist visit and one follow up visit for a maximum of eight site visits during construction.
3. The Architect shall review and respond to written requests for information ("RFI's") from the Contractor(s) seeking an interpretation or clarification of the Construction Documents in writing within a reasonable time.
4. The Architect shall review and return the Contractors' submittals and shop drawings for the limited purpose of checking for conformance with the construction documents.
5. The Architect shall review the Contractors' Applications for Payment and process Contractor's Applications for Payment. Such review is limited to the quantity of construction work, which the Contractor has indicated is completed on the Application for

Payment. The Architect shall not be responsible for obtaining or checking lien waivers provided or required.

6. The Architect shall review Change Orders prepared by the Contractor(s) and make recommendations to the Owner for approval and execution.
7. The Architect shall visit Project Site to prepare a Punch-List, issue Certificate of Substantial Completion and attend a follow-up site meeting to review completion of Punch-List. Architect's attendance at additional site meetings intended for Punch-List reviews shall be considered an Additional Service.

#### **PROPOSED COMPENSATION**

Compensation shall be a lump sum of Sixty-One Thousand, Eight Hundred Dollars (\$61,800.00) plus reimbursable expenses. The compensation shall be distributed to each phase as follows:

A. Design Phase:	\$ 18,000.00
B. Construction Documents Phase:	\$ 28,800.00
C. Bidding and Negotiations Phase:	\$ 4,000.00
D. Construction Phase:	\$ 11,000.00

#### **REIMBURSABLE EXPENSES**

Project related expenses shall be invoiced at 1.15 their direct cost. Expenses included items such as mileage and tolls, printing, copying, postage, delivery services, etc.

#### **ADDITIONAL SERVICES**

The following services are not included in Basic Services and would be considered Additional Services.

- Reworking the design after approval was provided.
- Multiple bidding phases and contracts for construction
- Expanded Project Scope
- Expanded Construction Phase duration

#### **PROPOSAL QUALIFICATIONS**

- The Owner shall provide existing conditions drawings for our use.
- The Owner is responsible to provide a topographical survey of the areas of work.
- Geotechnical and testing for hazardous materials are not included.
- See Exhibit A for additional terms and conditions.

#### **PROJECT SCHEDULE**

Construction to start in September 2020 and be completed in May 2021.

#### **CONSULTANTS**

Williams Architects will engage the following consultants. If additional consultants are required, their fee would be invoiced as an additional service.

- Design and engineering for civil, aquatic, mechanical, and electrical systems: WT Group
- Structural Engineering: Johnson Wilbur Adams

#### **ADDITIONAL SERVICES / HOURLY RATE TABLE**

Additional professional services can be provided on a mutually agreed upon fixed fee, or hourly basis in accordance with the rate table below (subject to change annually on June 1).

Principal II .....	\$ 236.00/Hour
Principal I .....	\$ 217.00/Hour
Associate Principal.....	\$ 200.00/Hour
Senior Associate/Senior Project Mgr. ....	\$ 196.00/Hour
Associate / Project Manager .....	\$ 179.00/Hour

Architect III .....	\$ 158.00/Hour
Architect II .....	\$ 146.00/Hour
Architect I .....	\$ 131.00/Hour
Senior Project Coordinator II.....	\$ 158.00/Hour
Senior Project Coordinator I.....	\$ 146.00/Hour
Project Coordinator IV.....	\$ 119.00/Hour
Project Coordinator III .....	\$ 109.00/Hour
Project Coordinator II .....	\$ 92.00/Hour
Project Coordinator I.....	\$ 80.00/Hour
Project Technician II.....	\$ 62.00/Hour
Project Technician I.....	\$ 48.00/Hour
Director of Marketing.....	\$ 176.00/Hour
Marketing Coordinator .....	\$ 127.00/Hour
Accounting .....	\$ 169.00/Hour
Secretarial .....	\$ 119.00/Hour
Clerical .....	\$ 84.00/Hour
Director of Interior Design .....	\$ 160.00/Hour
Interior Designer V .....	\$ 125.00/Hour
Interior Designer IV.....	\$ 105.00/Hour
Interior Designer III.....	\$ 82.00/Hour
Interior Designer II.....	\$ 69.00/Hour
Interior Designer I.....	\$ 48.00/Hour

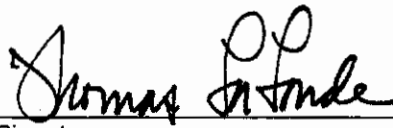
The Village of Hinsdale and Williams Architects agree to the terms stated herein as of the first date written above.

Village of Hinsdale:

Williams Architects:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

  
\_\_\_\_\_  
Signature

Thomas LaLonde, Principal  
\_\_\_\_\_  
Print Name & Title

Attachment: Exhibit A, Terms and Conditions

m:\busdev\2020\aquatics\2020-306 village of hinsdale renovations to commty pool\2020 01 16 proposal-letter of understanding.docx



## **Exhibit-A, Terms and Conditions**

The Owner and the Architect agree to the Terms and Conditions as set forth below.

### **ARTICLE 1 ARCHITECT'S BASIC SERVICES**

- 1.1 Architect's Basic Services shall be based upon the Project Scope as outlined in the attached Proposal and/or Agreement.
- 1.2 The Architect's services consist of those performed by the Architect, Architect's employees and Architect's consultants as enumerated in this Agreement.
- 1.3 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.
- 1.4 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project Budget.
- 1.5 If additional services are required, services which are not part of the Architect's Basic Services, the Architect shall proceed with said Additional Services only upon providing written notice to the Owner.

### **ARTICLE 2 OWNER'S RESPONSIBILITIES**

- 2.1 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions and approvals in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

### **ARTICLE 3 ARCHITECT'S COMPENSATION**

- 3.1 If Project Scope is revised during Architect's Basic Services, then Architect's Compensation shall also be adjusted accordingly. However, such adjustments shall only be made upon written approval of Owner and Architect in the form of an Amendment to this Agreement.
- 3.2 Architect's Compensation for Additional Service shall be billed on an hourly basis unless agreed upon otherwise.
- 3.3 Invoices shall be sent monthly with payment due 30 days from invoice date.

### **ARTICLE 4 OTHER TERMS, CONDITIONS OR SERVICES**

- 4.1 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- 4.2 If Architect's Basic Services for the Project are not completed within eighteen (18) months of the date of this Agreement, terms of Agreement shall be subject to change upon written approval of Owner and Architect as an Amendment to this Agreement.

- 4.3 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 4.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause of termination.
- 4.5 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement.
- 4.6 The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Architect, in execution or performance of this Agreement, shall be made against the Architect and not against such director, officer or employee.
- 4.7 Owner and persons claiming through Owner agree to limit the liability of the Architect, its agents, consultants and employees, for all claims arising out of, in connection with or resulting from, the performance of services under this Agreement to the proceeds of Architect's professional liability insurance, which the Architect agrees to maintain in the aggregate amount of \$2,000,000.00 during the performance of service hereunder and for a period ending upon issuance of the Certificate of Substantial Completion.
- 4.8 Architect and each of its consultants shall maintain, at no expense to Owner, general liability and workers compensation coverages placed with companies rated with at least "A-" by Best's. General liability policy shall name Owner and its officers and employees as additional insureds. Architect and each of its consultants shall be required to submit a certificate of insurance, and insurance carriers shall submit written notice to Owner not less than Thirty (30) days prior to any cancellation of coverage. Architect shall submit written notice to Owner not less than Thirty (30) days to any reduction of coverage by endorsement. By endorsement, Architect's certificate on insurance shall evidence the coverages required herein.
- 4.9 Architect makes no warranties, express or implied. Nothing contained in the Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. This limitation shall also apply to any certification or representation made by Architect as an accommodation upon request of the Owner.
- 4.10 In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove the Architect's work or any other cause beyond the reasonable control of the Architect, the time for completion of the Architect's work shall be extended by the period of resulting delay.

END

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

ENGINEERING PROFESSIONAL SERVICES  
AGREEMENT  
2020 HINSDALE COMMUNITY POOL  
RENOVATION PROJECT

## **PROFESSIONAL SERVICES AGREEMENT**

### **BETWEEN THE VILLAGE OF HINSDALE AND WILLIAMS ARCHITECTS**

This Professional Services Agreement is entered into this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020 by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and Williams Architects (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for the 2020 Hinsdale Community Pool Renovations (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated February 11, 2020 to provide said services for the Project;

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

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

#### **SECTION 1. DEFINITIONS.**

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

- A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Project.
- B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.
- C. The "Engineer" shall mean Williams Architects, its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.
- D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.
- E. The terms "Includes" and "Including" shall not be construed as limited to.
- F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the engineering services for the 2020 Hinsdale Community Pool Renovation Project including design engineering and construction observation as more fully described of Exhibit "A" attached hereto.

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

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

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

## **SECTION 2. GENERAL REQUIREMENTS-ENGINEER.**

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

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

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

D. Engineer to the best of its knowledge represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret

rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

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

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

G. Engineer agrees to perform the services contemplated under this Agreement within the agreed upon schedule, with completion no later than May 31, 2021.

### **SECTION 3. GENERAL REQUIREMENTS-VILLAGE.**

A. The Village agrees to provide full information regarding requirements for and about the Project, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Project, the Village shall provide said information within 15 business days and without cost or expense to the Engineer.

B. The Village agrees to provide review of any reports, drafts or other materials as requested by Engineer within 15 business days.

### **SECTION 4. SCOPE OF SERVICES.**

A. As more fully set forth in its proposal dated February 11, 2020, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to design engineering, construction document development, bidding, construction observation, and related services for the Project. Exhibit "A" is incorporated herein by reference except for the General Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement.

B. Engineer shall have the sole and ultimate responsibility for designing and drafting documents and conducting construction observation services that meet the Village's performance expectations and satisfy applicable laws, regulations and requirements of any federal, state, local or other regulatory authority.

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

**A. Contract Amount.**

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$61,800.00.

**B. Hourly Rates and Costs.**

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

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

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

**SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.**

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

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

C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with "Microsoft Word 2016," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2016" by Microsoft Corporation, or latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and

professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

## **SECTION 7. INSURANCE.**

### **A. Scope of Coverage and Amounts.**

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

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

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

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

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.
2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the



same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

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

#### **SECTION 8. CHANGES IN WORK.**

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

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

#### **SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.**

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

#### **SECTION 10. INDEMNIFICATION.**

A. Engineer shall hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) caused by the: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, or representations in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or

indirectly on Engineer's behalf. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

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

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

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

#### **SECTION 11. COMPLIANCE WITH LAWS.**

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

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

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

2. Tax Payments. Engineer represents that it is not delinquent in the payment of any tax

administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

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

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

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

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

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

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations

under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

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

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

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

## **ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT**

### **10/1. Discrimination in employment prohibited**

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

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

### **10/2. Deemed incorporated in contract**

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

### **10/3. Includes independent contractors, etc.**

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

### **10/4. Deduction from compensation**

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of

work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

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

10/6. Violations: punishment

§ 6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class 8 misdemeanor.

10/7. To be inscribed in contract

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

10/8. Partial invalidity: construction

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

## **SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.**

### **A. Suspension of Work**

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

the suspension of the Work by the Village.

**B. Termination of Agreement**

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

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

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

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

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

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

**SECTION 13. NOTICES.**

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

*If to Village:*

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

*If to Engineer:*

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

The date of mailing shall be deemed the date of service. Either Party may change the address for notice by the aforesaid procedure.

#### **SECTION 14. MISCELLANEOUS PROVISIONS.**

**A. Assignment.**

Engineer shall not assign this Agreement or any portion thereof. The merger, consolidation, or liquidation of Engineer or any change in the ownership of or power to vote 33 and 1/3% or more of Engineer's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of Engineer's capital stock, shall not constitute an assignment.

**B. Governing Law.**

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

**C. Captions.**

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Agreement.

**D. Entire Agreement.**

This Agreement contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Agreement.

**E. Waiver.**

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

**F. Third Party Beneficiaries.**

Nothing contained in this Agreement shall be construed to create enforceable rights in favor

of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

G. Survival.

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

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

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2020

**Engineering Consultant**

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2020

**The Village of Hinsdale, Illinois**

By: \_\_\_\_\_

Kathleen A. Gargano, Village Manager



**ATTACHMENT A – WILLIAMS ARCHITECTS PROPOSAL FOR  
2020 HINSDALE COMMUNITY POOL PROJECT  
DATED: FEBRUARY 11, 2020**



## MEMORANDUM

**DATE:** July 31, 2019

**TO:** Kathleen A. Gargano, Village Manager

**FROM:** George Peluso, Director of Public Services  
Mark Pelkowski, Superintendent of Water & Sewer

**CC:** Brendon Mendoza, Administrative Analyst  
Heather Bereckis, Superintendent of Parks

**RE:** Recommended Village Pool Improvement Plan

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### **Background**

The Village's pool facility has shown an increase in visual defects since the previous Village pool audit was completed in 2010. In response to identifying these defects in detail, the Public Services Department solicited proposals from two (2) architectural firms that specialize in aquatics and pool engineering. The lowest proposal was received by Williams Architects/Aquatics ("Williams"). A total of \$10,000 was budgeted for the audit. Williams submitted the lowest price in the amount of \$7,800.

The final audit report was completed in the spring of 2019. As part of the final report, Williams identified significant capital items that need to be addressed within the next four (4) years. A copy of the audit report is attached (attachment #1). The needed areas of improvement are not planned for in the current Five Year Capital Improvement Plan ("CIP").

As part of this memo, Public Services has provided a summary of the current CIP items, and an analysis of the additional improvements identified by Williams. A funding source will need to be identified in order to complete all repairs, and to keep pool operations continuous without any significant interruptions. If approved, the Village's Finance Department will incorporate the proposed pool capital improvements to the Village's Five Year CIP. Village staff is currently applying for grants in attempt to secure funding for the proposed pool capital improvements. Provided in attachment #3 is a detailed analysis of the Village Pool usage.

### **Summary of Current Pool 5 Year CIP**

Back in 2016, when all of the pool maintenance planning was transitioned to the Public Services Department, a preventative maintenance plan was developed. The purpose of the plan was to organize replacement of certain operational equipment in order to keep the facility operational. Items listed in the plan were considered "smaller" projects such as pump and heater replacement, painting, and other items as needed. The plan did not address "larger" projects that required identification by a professional pool architect and engineer.

Provided below is a breakdown of the current projects listed in the Village's Five Year CIP, and associated costs per year.



## MEMORANDUM

	Current CIP Maintenance Schedule					
	FY19/20	CY2020	CY 2021	CY 2022	CY2023	CY 2024
	Pump Motor Rehab/ Replacement (\$15,000)	Filter Media Maintenance (\$20,000)	Pump Motor Rehab/ Replacement (\$18,000)	Pump Motor Rehab/ Replacement (\$17,000)	Pump Motor Rehab/ Replacement (\$15,000)	Pump Motor Rehab/ Replacement (\$15,000)
	Replacement of Pool Heater (\$10,000)	Replacement of a Pool Heater (\$12,000)				
	Aquatic Climbing Wall (\$17,000)					
Total Annual Cost	\$42,000	\$32,000	\$18,000	\$17,000	\$15,000	\$15,000
					Total 5 Year Cost	\$139,000

### Pool Repairs Recommended In 2019 Pool Audit

As part of their services, Williams conducted an inspection of the facility on April 3, 2019. The investigation included a visual exam of the structure and finish for the pools, pool gutter systems, exposed piping, pool filtration systems, chemical control and feed systems, deck areas, related equipment, filter building structural settlement, and current incoming electrical service.

Williams stated that the dive and wading pool appeared to be in fair condition considering the age (27 years old) of the facility. The lap pool is experiencing significant deterioration problems that need to be addressed in order to provide a safe environment for patrons and to eliminate further deterioration. Additionally, there is significant deck settlement that has created tripping hazards and has affected deck drainage.

As part of the final conclusion, Williams provided three (3) major areas of concern.

1. Deterioration of existing grout below the stainless steel perimeter gutter.
2. Differential settlement of the pool decks, causing tripping hazards and affecting drainage.
3. Rusting pressure sand filters reaching the end of their useful life.

In order for the Village to prepare for the needed improvements, Williams categorized their recommendations into three (3) priority levels based upon need. The definitions for each priority are listed in the audit report;

- Priority Level 1 - Requires immediate attention.



## MEMORANDUM

- Priority Level 2 - Requires completion in the next 1 to 2 years.
- Priority Level 3 - Requires completion in the next 1 to 4 years.

As a way to organize the recommendations, the Public Services Department created a new four (4) year CIP to address the identified repairs as indicated in William's pool audit. The improvements have been prioritized based upon priority level, and also effective phasing. The new plan also includes performing all items listed in the Department's original CIP. A summary of the revised costs per year are provided below.

	Year One	Year Two	Year Three	Year Four	Four Year Total Cost
<b>Audit Improvements</b>	\$621,030	\$599,160	\$121,194	\$111,132	\$1,452,516
<b>Current CIP Improvements</b>	\$42,000	\$12,000**	\$18,000	\$17,000	\$89,000
<b>Total Costs*</b>	<b>\$663,030</b>	<b>\$611,160</b>	<b>\$139,194</b>	<b>\$128,132</b>	<b>\$1,541,516</b>

\*Includes professional services.

\*\*If the proposed improvements from the pool audit are approved, the filter media maintenance in CY2020 will not need to be performed, saving \$20,000, as all filters will be replaced in year two (2) of the proposed four (4) year improvement plan.

A detailed breakdown of all the improvements for each year are attached (attachment #2). Currently, there are no funds budgeted for a significant portion of this work. In addition, Public Services has budgeted for professional services needed to assist with the development of specifications, bidding assistance, and construction oversight. The Public Services Department recommends continuing these services with Williams.

Williams has recommended adding an additional 20% to the total costs in order to account for the use of professional services. Staff recommends utilizing professional services to assist with the bidding, and project management. The total cost including professional services to provide assistance with bidding is \$1,541,516 over the four (4) year CIP schedule.

### **Schedule for Improvements**

Public Services recommends conducting bidding in the spring of 2020, and performing improvements shortly after the 2020 Village Pool Season in order to be prepared for the 2021 Village Pool Season. In addition, the equipment to be installed in year two (2) requires significant lead time and will have to be bid out in CY2021 in order to be completed prior to the start of the 2022 Village Pool season.

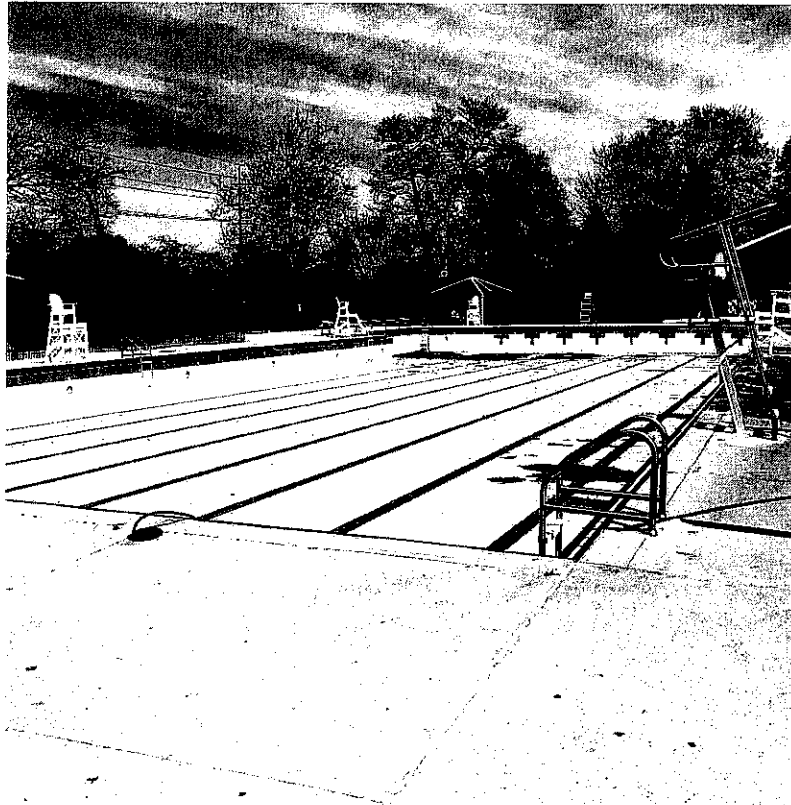
### **Attachments**

1. Williams Aquatics Pool Final Pool Audit
2. Recommended Pool Improvement Schedule
3. Village Pool Usage Analysis

# Village of Hinsdale Community Pool Facility Evaluation

May 29, 2019

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**Prepared For:**  
Village of Hinsdale

**Prepared By:**  
Williams Architects  
in association with  
WT Group and  
Johnson Wilbur Adams

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## **EXECUTIVE SUMMARY**

### **BACKGROUND**

The VILLAGE OF HINSDALE commissioned Williams Architects to provide an assessment of the Hinsdale community pool facility located at 500 W. Hinsdale Ave, Hinsdale, IL. The intent of the evaluation was to determine the present condition of the pools, filtration systems, the pool decks, the structural stability of the pool equipment building and ongoing issues with the incoming electric service. The information provided will allow for planning for repairs/replacements as they relate to long range considerations for this facility.

Current amenities include:

- 50 meter, 8 lane lap pool with conjoined "L" shape 25 yard, 5-lane, lap area.
- Wading Pool with one (1) open kiddie slide.
- Diving pool with two one meter and one three-meter dive stands and drop slide.

### **METHODOLOGY**

The evaluation consisted of an on-site visual inspection on April 3, 2019 of the facility with onsite discussions with staff regarding areas of specific concerns. The investigation included a visual examination of the structure and finish for the pools, pool gutter systems, exposed piping, pool filtration systems, chemical control and feed systems, deck areas, related equipment, filter building structural settlement and current incoming electric service. This report will help identify current issues along with items that do not meet the current regulations of the Illinois Department of Public Health (IDPH) Swimming Pool and Bathing Beach Code and required repairs/replacements. Reference to violations of the State Administrative Code, in the body of this report, should not necessarily be construed as grounds for pool closure.

The state administrative code referred to in this pool audit report is:

State of Illinois Administrative Code  
Title 77: Public Health  
Chapter 1: Department of Public Health (IDPH)  
Subchapter n: Recreational Facilities  
Part 820 Illinois Swimming Pool and Bathing Beach Code

## AQUATIC SYSTEMS, POOLS AND DECKS

### OBSERVATIONS

The facility has three separate bodies of water, a 50 meter "L" shaped lap pool, a diving pool with dive stands and a drop slide and a wading pool with a single water feature and kiddie slide. The dive pool and wading pool appear to be in fair condition, typical for a facility of this age. The lap pool is experiencing significant deterioration problems that need to be addressed in order to provide a safe environment for patrons and to eliminate further deterioration. Additionally, there is significant deck settlement that has created toe stubbing/tripping hazards and has affected deck drainage.

### CONCLUSION

The findings of our facility assessment indicate the following major areas of concern.

1. Deterioration of existing grout below the stainless steel perimeter gutter. \*
2. Differential settlement of the pool decks, causing tripping hazards and affecting drainage. \*
3. Rusting pressure sand filters reaching the end of their useful life. \*

Repairs of all these major concerns and the other items listed in this report should be performed in order to address health and human safety issues, to meet Illinois Department of Public Health code requirements and to extend the life of the facility and reduce operating costs and further deterioration.

\*

Please refer to the RECOMMENDATIONS section of this report for associated costs for the repairs/replacements and estimated life expectancies.



## ELECTRIC SERVICE

### PURPOSE

On April 3, 2019 Karl Streitenfeld of The WT Group visited the facility and performed an inspection of the electrical service, main distribution panel, transformer and sub-panel which are located in the facilities Filter Building.

The facility electrical service consists of a 400 amp, 277/480V 3-phase, 4-wire fusible switch main distribution panel.

### OBSERVATIONS

During this inspection the Village personnel who maintain the facility related information regarding issues with utility voltage spikes and sags which play havoc with the pool equipment pumps and related equipment. They indicated Commonwealth Edison monitored the voltage at their pad mounted transformer and during that monitoring period no voltage spikes or sags above or below the allowable 10% were detected.

### CONCLUSION

Upon receiving copies of the Comed utility bills for the months of June, July and August of 2018, We have determined that the facility's peak demand load of 62.26KW (75 amps) occurred from July 17, 2018 to August 15, 2018.

Our recommendation to the Village is to install a 125 KVA (150 amps) voltage regulator based on the noted peak demand load adjacent to the utility transformer. This voltage regulator would monitor incoming voltage into the building and provide a regulated output of +/- 1%. The installation would require a new exterior mounted main service disconnect switch mounted adjacent to the utility C/T cabinet with the service rerouted through this disconnect, then to the voltage regulator and from the voltage regulator to the existing main distribution panel.

## FILTER BUILDING STRUCTURAL CONDITION ASSESSMENT

### PURPOSE

The purpose of the site visit was to perform a structural condition assessment of the existing Filter Building. This is a "Preliminary Structural Condition Assessment" as defined in ASCE 11-99 "Guideline for Structural Condition Assessment of Existing Buildings."

VILLAGE OF HINSDALE  
POOL ASSESSMENT

### OBSERVATIONS

The surge tank area of the structure has settled over the years. Eight micropiles were placed within the tanks (six in the north tank and two in the south tank) based on the recommendations of the 2010 report noted above under reference documents. The micropiles were placed to control future settlement of the tanks. The owner noted that several pipes that pass thru the west wall of the tank recently sheared off and had to be repaired.

The 2010 report indicates the original geotechnical report prepared in 1992 noted poor soils were found on the west area of the site where the adjacent Bathhouse is located. Limited borings were taken in the area of Filter Building; however, the report indicated conventional shallow foundations could be used for the building. The Filter Building was therefore constructed using conventional shallow foundations. The surge tanks have settled over the years due to the presence of poor soils in the area.

The typical repair recommendation for settlement of this type is underpinning. One the most widely used underpinning methods is the placement of micropiles which attach to the foundation and extend through the poor soils into an acceptable bearing strata. This method was recommended in the 2010 report and installed during that time period.

Although the gaps in the control joints have changed only slightly from the measurements taken in 2010, the new horizontal crack in the west wall indicates the tank is still settling even with the micropiles. The north end of the crack was measured to be ~1/2" therefore the tank is assumed to have settled an additional 1/2" since 2010. The settlement has not significantly impacted the structural framing but it has impacted the rigid pipe connections that pass through the wall resulting in the recent damage to the pipes passing through the west wall.

### CONCLUSIONS

Further investigation is recommended in order to better determine the cause of the ongoing settlement. We have recommended a geotechnical testing service be engaged to obtain soil borings both outside and inside the building to determine additional stabilization of the building.

Refer to our detailed report for additional remedial measures.

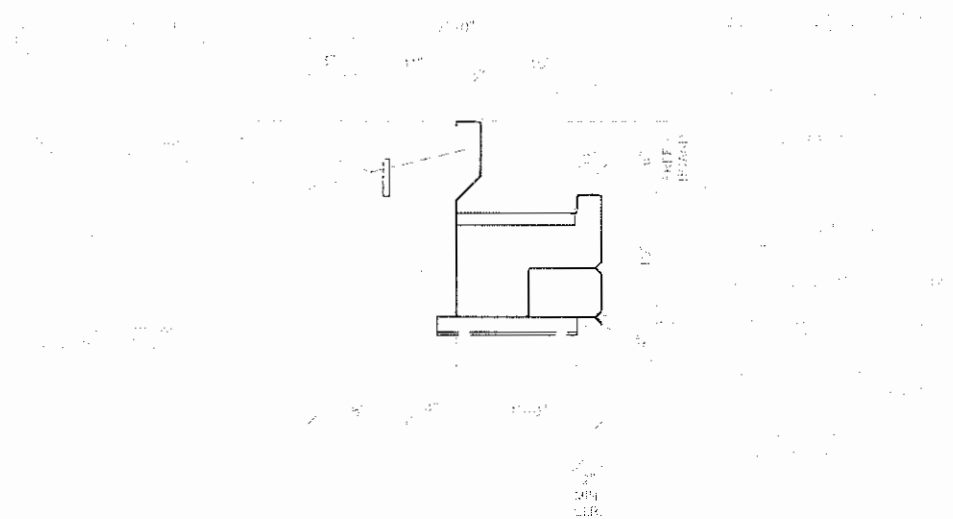
## **AQUATIC SYSTEMS, POOLS AND DECKS**

### **OBSERVATIONS**

The following are observations and discussions regarding the condition and function of the pool structure and pool equipment

#### **Main Pool**

1. In a standard stainless steel gutter detail, the gutter is set on leveling angles on top of the pool wall. Once the gutter is installed, the area around the gutter, underneath and behind gutter, is grouted with a non-metallic non-shrink grout. Refer to typical gutter installation detail.



TYPICAL GUTTER INSTALLATION DETAIL

The main pool gutter does not have a continuous caulk sealant under the gutter. The grout below the pool gutter has severely deteriorated at the deep end of the pool and at the "L" portion of the pool. Additionally, the paint finish is peeling. Staff indicated that in the past,



VILLAGE OF HINSDALE  
POOL ASSESSMENT



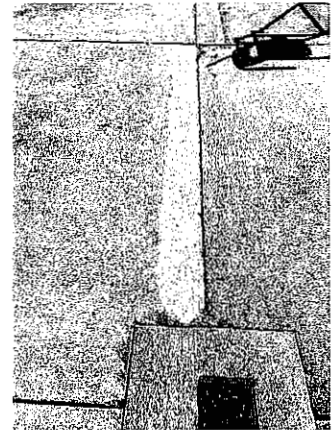
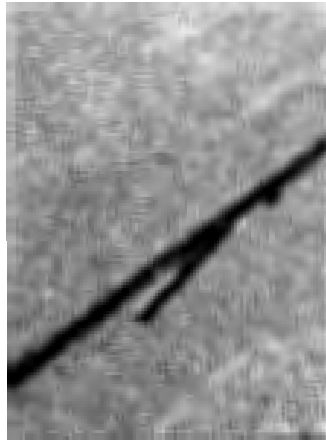
prior to them working at the pool, maintenance used BONDO to repair these areas. This condition is a hazard to bathers and will increase the continual deterioration of the grout and pool walls unless repaired.

2. A hammer test was performed on the pool walls around the perimeter of the pool in order to try to locate hollow spots in the concrete structure, which would verify deterioration. A hollow area was found in the "L" section of the 25-yard lap portion of the pool. The walls below the grout under the gutter appear to be solid. The concrete pool floor seems to be in good condition. No cracking or spalling were observed.
3. Staff indicated that when the pool is in operation that the pool is skimming uniformly around the entire perimeter. This indicates that the pool has not settled.
4. The gutter grating at the northeast corner of the deep end of the pool is not supported by a leveling angle. A large gap is present, which is a hazard to bathers stepping on the grating and reaching in with their hands. The grating needs to be supported so that it is level and forms a flush joint with the adjacent grating.

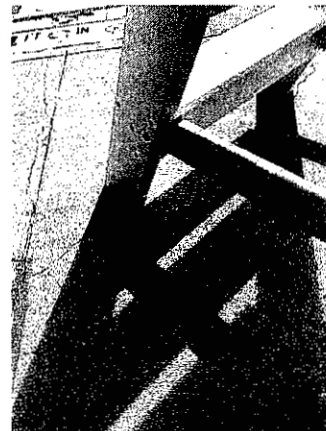
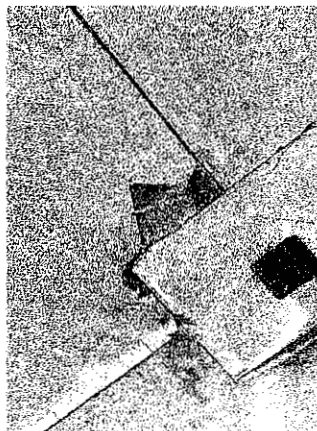


5. The decks have significant differential settlement, which has affected drainage. Additionally, the settlement creates tripping/toe stubbing hazards for patrons. Areas where there has been significant settlement have been patched or in some instance the deck was ground down to address the difference in height.

Some of the patched areas exceed 1" per foot slope. *This is a violation of current IDPH code requirements: Section 820.200.j Walkways and Deck Areas – 5) The deck shall slope at least one inch per 10 feet to deck drains or to the surrounding ground surface. The maximum slope of the pool deck shall not exceed one inch per foot.*



6. There are areas where the decks are deteriorating and cracking, creating hazards for patrons and affecting deck drainage. Repair attempts have been made.



7. The main pool paint finish is faded and peeling in some areas. The pool should be prepped as required and repainted.

VILLAGE OF HINSDALE  
POOL ASSESSMENT

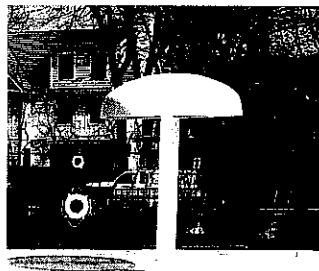


Wading Pool

1. The wading pool concrete structure appears to be in fair condition. The wading pool paint finish is peeling and cracking in some areas. The pool should be prepped as required and repainted.



2. The Raindrop water feature is very faded and should be refinished. Additionally, the kiddie slide should be refinished.

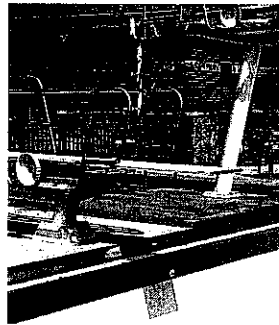


3. The wading pool decks are in good condition.
4. Staff indicated that there is a small leak in one of the wading pool pipes. A leak detection company is scheduled to locate the leak and then repairs will be made.

VILLAGE OF HINSDALE  
POOL ASSESSMENT

Dive Pool

1. The dive pool structure appears to be in good condition.
2. The diving pool decks are in good condition.
3. The dive stands are in good condition. There is some rust formation on the base plates of the column supports.



4. The safety surface under the three-meter dive stand is generally good condition. The integral color has worn in the areas of high traffic.



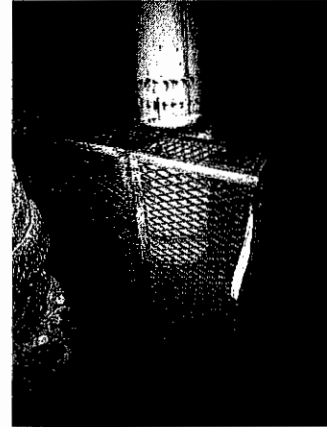
### Pool Mechanical Systems

1. Both the dive pool and the wading pool are on one filtration system and use a common surge tank. One chemical controller is used for both the pools. The chemical controller sampling line for these pools is taken off of the supply line after passing through the filter system. This design does not provide an accurate reading for the wading pool, which is a much smaller volume that gets diluted in the surge tank when mixed with water from the dive pool. Keeping chemicals balanced in the wading pool will be difficult if not impossible with this type of design. Staff indicated that it was very difficult maintaining chemical levels in the wading pool. Each pool should have its own chemical controller and sampling stream pump. The water samples should be pulled off the underside of the gutter collection lines.
2. The flow meter on the dive/wading pool supply does not meet the "5 and 10 rule" required by code. *This is a violation of current IDPH code requirements: Section 820.210.d Flowmeter. Flowmeters shall be located so that the rate of recirculation and the backwash rate of sand filters can be read. In a multiple pool system, flowmeters shall be provided for each pool. Separate flowmeters shall be provided to monitor the flow for each area of a pool with a turnover rate that differs from adjacent areas according to subsection (b)(1). Flowmeters shall be provided on inlet supply piping in accordance with subsection (f)(2)(F). Flowmeters shall be installed on a straight length of pipe with no valves, elbows or other sources of turbulence within 10 pipe diameters upstream or 5 diameters downstream from the flowmeter. In order to address this item the piping would have to be reconfigured, which IDPH will most likely not require.*
3. The main pool filter access hatch areas and hatches are rusting, in some instances very severely. Additionally, the filter support legs are also severely rusted. The dive/wading pool filters are also rusting but not as severely. Staff indicated that 10 to 12 years ago the filters were sandblasted on the inside and a new epoxy coating was applied. The access hatches no longer seal well. Staff indicated that some sand gets into the pool, which could be an indication that the filter laterals could be cracked.





4. The dive/wading pool circulation pump utilizes a secondary strainer to capture debris. However, the openings in the stainless steel strainer sheets is  $\frac{3}{4}$ " at the widest point by  $1\frac{1}{2}$ " long, which will allow larger debris through, and the strainer has minimal surface area. Staff indicated that the secondary strainer gets loaded with debris quickly and requires continual cleaning throughout the season. It is recommended that a 9'-6" x 8'-0" high 11 GA stainless steel wall, with door access, be provided with  $\frac{1}{8}$ " round holes on  $\frac{3}{16}$ " centers. This will provide a large surface area which will capture the majority of the debris. Additionally, the strainer wall will protect the pump and extend filter runs. Facilities that have incorporated such strainer walls have experienced only having to clean them at the end of the season.



5. Both the dive pool and wading pool main drain throttling/isolation valves are in very poor condition. The wading pool main drain throttling/isolation valve is not operational and needs to be replaced.



6. The ladder rungs in the dive/wading pool surge tank are missing. This is a hazard if someone would fall into the tank. The rungs should be replaced.



Missing ladder rungs

7. The dive pool 10" main drain float operated modulating valve is missing one float assembly. The float should be replaced to provide accurate operation.



Missing float assembly

VILLAGE OF HINSDALE  
POOL ASSESSMENT



8. The dive/wading pool surge tank top at the access hatch is deteriorating. The rebar is visible and rusted.



9. The main pool circulation pump utilizes the same secondary strainer design as the dive/wading pool circulation pump. The same deficiencies are present. It is recommended that a 10'-0" x 4'-0" x 8'-0" high 11 GA stainless steel "L" shaped wall, with door access, be provided with 1/8" round holes on 3/16" centers.

10. The main pool utilizes two 12" main drains with two 12" main drain float operating modulating valves. One of the main drain modulating valves does not have any float assemblies.



Missing float  
assemblies

11. The main pool surge tank top at the access hatch is deteriorating. The rebar is visible and severely rusted.



12. There are no pump performance curves in the mechanical room. Additionally, the valves are not tagged and there was no valve legend. *This is a violation of current IDPH code requirements: Section 820.340.k) 1) Manufacturers' instructions for operation and maintenance of mechanical and electrical equipment, as well as pump performance curves, shall be kept available at the swimming facility. All valves and piping in the equipment room shall be permanently identified as to use and direction of flow. A valve operating procedure shall be provided in the equipment room for each operation (e.g., recirculation, filtration, backwashing).* **The pump supplier who replaced or rebuilt the pumps will be able to provide the pump curves.**

## **ELECTRICAL REPORT**

On April 3, 2019 Karl Streitenfeld of WT Group visited the facility and performed an inspection of the electrical service, main distribution panel, transformer and sub-panel which are located in the facilities Filter Building.

The facility electrical service consists of a 400 amp, 277/480V 3-phase, 4-wire fusible switch main distribution panel.

During this inspection the Village personnel who maintain the facility related information regarding issues with utility voltage spikes and sags which play havoc with the pool equipment pumps and related equipment. They informed me that Commonwealth Edison monitored the voltage at their pad mounted transformer and during that monitoring period no voltage spikes or sags above or below the allowable 10% were detected.

Upon receiving copies of the Comed utility bills for the months of June, July and August of 2018, we have determined that the facility's peak demand load of 62.26KW (75 amps) occurred from July 17, 2018 to August 15, 2018. Our recommendation to the Village is to install a 125 KVA (150 amps) voltage regulator based on the noted peak demand load adjacent to the utility transformer. This voltage regulator would monitor incoming voltage into the building and provide a regulated output of +/- 1%. The installation would require a new exterior mounted main service disconnect switch mounted adjacent to the utility C/T cabinet with the service rerouted through this disconnect, then to the voltage regulator and from the voltage regulator to the existing main distribution panel.

## **STRUCTURAL REPORT**

### **PURPOSE:**

The purpose of the site visit was to perform a structural condition assessment of the existing Filter Building. This is a "Preliminary Structural Condition Assessment" as defined in ASCE 11-99 "Guideline for Structural Condition Assessment of Existing Buildings."

### **METHODS AND TECHNIQUES:**

All observations were visual only; no measurements or tests were performed. Structural observations were limited to the areas of the structural system that were exposed and accessible at the time of the observations. The wood roof structure was covered with blanket insulation and therefore not visible.

### **REFERENCE DOCUMENTS:**

Facility Evaluation Report 2010

Atlas Restoration Proposal dated 3/1/2011

Atlas Restoration Change Order 1 dated 4/12/2011

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POOL ASSESSMENT

**DESCRIPTION OF STRUCTURE:**

The subject structure is a 1,100 sf single story structure with a wood roof deck supported by wood roof trusses and perimeter masonry bearing walls. A slab on grade and conventional shallow strip footings support the east section of the building while two below grade cast in place concrete surge tanks support the west end of the building. A cast in place concrete slab provides the cover for the surge tank and is located ~14" higher than the adjacent slab on grade.

The surge tank area of the structure has settled over the years. Eight micropiles were placed within the tanks (six in the north tank and two in the south tank) based on the recommendations of the 2010 report noted above under reference documents. The micropiles were placed to control future settlement of the tanks. The owner noted that several pipes that pass thru the west wall of the tank recently sheared off and had to be repaired.

**OBSERVATIONS (REFER TO ATTACHED SKETCHES AND PICTURES):**

The following observations were made during the site visit:

- Roof structure: Observations were limited due to the presence of blanket insulation; however, no structural distress was noted in the areas that were visible.
- Walls
  - The vertical control joints on the north, south and west walls have separated. The separation increases from the bottom of the wall to the top. The maximum separation is on the north wall where the bottom gap is ~3/4" and the top gap is ~1-3/4". This gap has not changed since the 2010 report. The typical bottom gap in the remaining joints is ~1/2" at the bottom and 1" at the top. The slope of the walls at the control joints indicates the surge tanks are settling to the north-west corner of the building. (Pictures 3,4 and 6)
  - A ~6' long horizontal crack has formed on the west wall ~2'-8" above the top of the tank cover. The crack width varies from 1/8" on the south end of the crack to 1/2" on the north end. This also indicates the tank is settling towards the north-west corner of the building. (Picture 5)
  - Minor cracking of the north and south walls was noted at the top of the north and south door openings.
  - A minor crack was found in the north wall adjacent to the hoist beam bearing.
- Surge tank
  - Eight micropiles were previously installed in the bottom of the surge tanks. Six are located in the north tank and two in the south tank. The top anchorage of the micropiles to the tank walls was visible. (Pictures 7 and 8)
  - The tank slab and tank walls appeared to be in good structural condition. An exterior crack was noted near the top of the west wall just above grade. However, the crack does not extend through to the inside surface of the tank. (Picture 12)
  - Rebar was exposed and rusted within the tank cover at the two access openings. (Picture 9)
  - The pipes have rigid connections through the tank walls. (picture 10)
- Slab on grade: The slab on grade in the east area of the building appeared to be in good structural condition. However, a horizontal gap was noted between the slab on grade and the east wall of the surge tank. The horizontal gap was ~1" at the north end and ~1/4" at the south end.
- Pool deck adjacent to the north wall. The pool deck appears to have dropped ~3" adjacent to the north-

VILLAGE OF HINSDALE  
POOL ASSESSMENT

west corner of the building. The 3" dimension was measured from the original caulk line on the building foundation to the top of slab. Therefore the 3" settlement is in relation to the present location of the building foundation. (Picture 11)

### **ATLAS RESTORATION PROPOSAL AND CHANGE ORDER**

Atlas Restoration's original proposal included the installation of 9 piles on the outside of the tank structure spaced along the north, south and west walls of the tank. A change order was issued due to limited access to the exterior of the tank due to the presence of utilities. The change order proposed installation of 8 piles on the inside of the tank.

The change order included several assumptions and preliminary load estimates:

- Assumed the settlement was the result of the west wall of the tank supporting the west building wall and roof.
- Assumed soil strength was adequate to support the tank and contents. Atlas piles were sized to support the building CMU wall and roof only.
- Assumed the soil strength supporting the mat foundation below the east tank wall was adequate without piers.

### **DISCUSSION OF FINDINGS**

The 2010 report indicates the original geotechnical report prepared in 1992 noted poor soils were found on the west area of the site where the adjacent Bathhouse is located. Limited borings were taken in the area of Filter Building; however, the report indicated conventional shallow foundations could be used for the building. The Filter Building was therefore constructed using conventional shallow foundations. The surge tanks have settled over the years due to the presence of poor soils in the area.

The typical repair recommendation for settlement of this type is underpinning. One the most widely used underpinning methods is the placement of micropiles which attach to the foundation and extend through the poor soils into an acceptable bearing strata. This method was recommended in the 2010 report and installed during that time period.

Although the gaps in the control joints have changed only slightly from the measurements taken in 2010, the new horizontal crack in the west wall indicates the tank is still settling even with the micropiles. The north end of the crack was measured to be ~1/2" therefore the tank is assumed to have settled an additional 1/2" since 2010. The settlement has not significantly impacted the structural framing but it has impacted the rigid pipe connections that pass through the wall resulting in the recent damage to the pipes passing through the west wall.

The Atlas Restoration assumptions listed in their change order indicated they assumed the micropiles would work in combination with the existing soil to share in carrying the weight of the tank including its contents and

## VILLAGE OF HINSDALE POOL ASSESSMENT

the building wall and roof. Therefore they estimated the typical load on the 5 east most piles to be 25,000 lb. The total load of the concrete tank, the contents, building wall and roof is approximately 400,000 lb. If the soil was not capable of supporting any loads, then the piles would be required to support the entire load. The load per pile would then be  $400,000/8=50,000$  lbs per pile. We are not aware of any geotechnical testing being performed at that time to confirm these assumptions.

Leaking pipes in the area outside the structure would also reduce the soil load carrying capacity.

### RECOMMENDATIONS

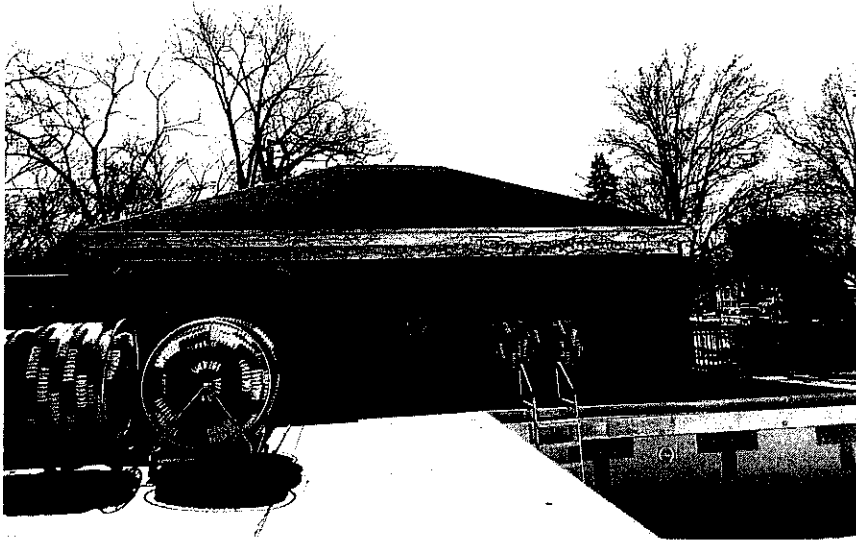
- A geotechnical testing service should obtain soil borings both outside and inside the building to determine the strength and properties of the soils and provide recommendations for any additional underpinning. The report should also indicate if the sharing of load between soil bearing and the micropiles is still a valid assumption. Additional piles may be required if this assumption is no longer valid.
- The piping system should be tested for leaks and repaired if leaks are found. The geotechnical testing service should be notified if leaks are found and they should extend their investigation to the area of the leaks.
- Remove all rust from the exposed tops of the micropiles. The condition of the piles after cleaning should be determined and if they are acceptable, coat with an epoxy paint that can resist the chemicals used in the tanks. (Pictures 7 & 8)
- The rusted and exposed rebar at the openings to the tanks should be cleaned and concrete patched. (Picture 9)
- The exterior crack in the top of the tank wall should be epoxy injected to minimize water penetration into the wall. (Picture 12).
- An Aquatic or mechanical engineer should investigate using a flexible connection for the pipes that pass through the walls. The flexible connection would allow some future settlement. (Picture 10).
- CMU control joints should be cleaned out and a flexible sealant installed.



1. North West Corner of Filter Building



VILLAGE OF HINSDALE  
POOL ASSESSMENT



2. North Elevation of Filter Building



3. North Wall Control Joint (Exterior view)

VILLAGE OF HINSDALE  
POOL ASSESSMENT



4. North Wall Control Joint (Interior view)

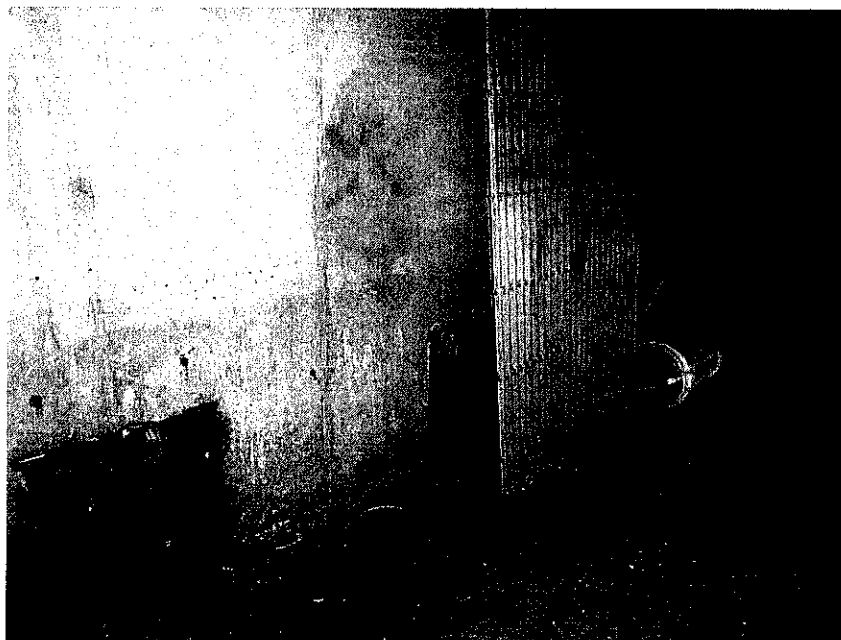


5. West Wall Horizontal Crack in CMU

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POOL ASSESSMENT



6. West Wall Control Joint



7. Micropiles in North Tank

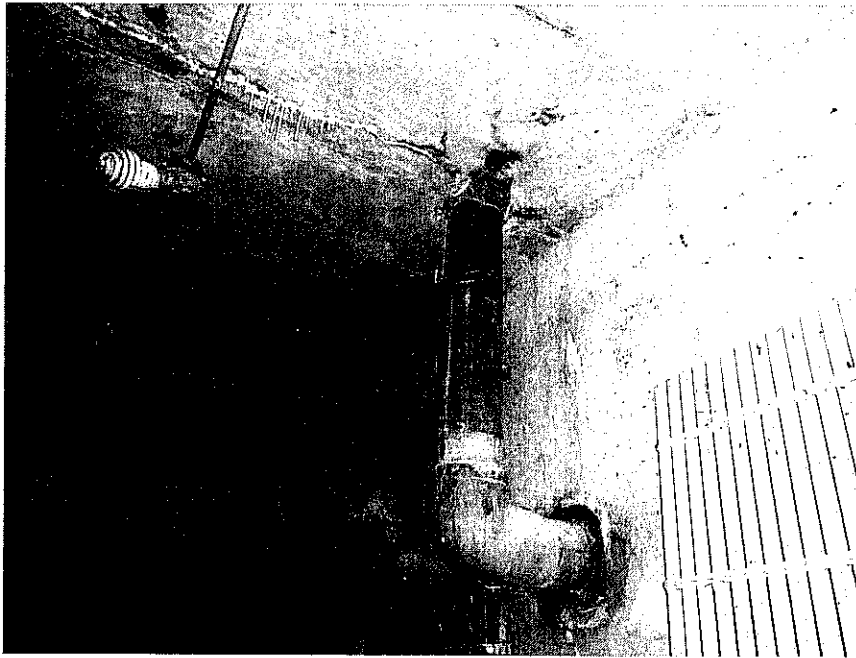


8. Micropile on North Wall of North Tank



9. Deteriorated rebar at tank openings typical north and south tank

VILLAGE OF HINSDALE  
POOL ASSESSMENT



10. Rigid Pipe Connection through west wall



11. Pool slab depressed north west corner of building



12. Horizontal crack top of tank wall West Exterior Elevation

## **RECOMMENDATIONS**

The following recommendations and opinion of probable cost address major items identified in this report as needing repair, replacement or renovation.

It is recognized that this Consultant or Owner have no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, and market or negotiating conditions. Accordingly, the Consultant cannot, and does not, warrant or represent that bids or negotiated prices will not vary from the Owner's project budget or from any opinion of construction cost or evaluation prepared or agreed to by the Consultant.

Each recommendation has been assigned a priority level which determines the importance of the repair/replacement. The priority level assigned to a recommendation is based on the following:

<u>Priority</u>	<u>Time Frame</u>	<u>Assessment Criteria</u>
1	Immediate to 1 year	Deterioration of structure; health and human safety deficiencies; maintenance items that will reduce future maintenance; Illinois Swimming Pool and Bathing Beach Code compliance Illinois Swimming Pool and Bathing Beach Code compliance.
2	1 year to 2 years	Repairs that will be required in the near future; improvements that will reduce or eliminate future maintenance. Illinois

VILLAGE OF HINSDALE  
POOL ASSESSMENT



Swimming Pool and  
Bathing Beach Code  
compliance; maintenance  
improvements that can be  
performed by the Park  
District

3

1 year to 4 years

Improvements that will  
improve the performance  
of the facility;  
improvements that will  
provide greater enjoyment  
for patrons

<b>AQUATIC SYSTEMS, POOLS AND DECKS</b>		
<b><u>RECOMMENDATION</u></b>	<b><u>PRIORITY LEVEL</u></b>	<b><u>PROBABLE COST RANGE</u></b>
LAP POOL - REPAIR DETERIORATED GROUT JOINTS UNDER THE STAINLESS STEEL PERIMETER GUTTER. (APPROXIMATELY 120 LINEAR FEET, ASSUME REPLACING ALL GROUT UNDER GUTTER) <b>THIS SHOULD EXTEND THE LIFE EXPECTANCY 10 TO 15 YEARS.</b>	1	\$55,000 to \$75,000
REPLACE LAP POOL DECKS AND DECK DRAINAGE (12,723 SQ. FT.). <b>THIS SHOULD EXTEND THE LIFE EXPECTANCY 20 TO 30 YEARS.</b>	1	\$200,000 TO \$255,000
REPLACE EXISTING DIVE POOL/WADING POOL PRESSURE SAND FILTRATION SYSTEM WITH NEW PRESSURE SAND FILTERS. <b>THIS SHOULD EXTEND THE LIFE EXPECTANCY 20 TO 25 YEARS.</b>	2	\$175,000 TO \$200,000



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 POOL ASSESSMENT

REPLACE EXISTING LAP POOL PRESSURE SAND FILTRATION SYSTEM WITH NEW PRESSURE SAND FILTERS. <b>THIS SHOULD EXTEND THE LIFE EXPECTANCY 20 TO 25 YEARS.</b>	2	\$235,000 TO \$250,000
PROVIDE NEW STAINLESS STEEL STRAINER WALLS IN THE DIVE POOL/WADING POOL SURGE TANK. 9'-6" X 8'-0" HIGH, 11 GA STAINLESS STEEL WALL, WITH DOOR ACCESS, PROVIDED WITH 1/8" ROUND HOLES ON 3/16" CENTERS	3	\$18,000 TO \$22,000
PROVIDE NEW STAINLESS STEEL STRAINER WALLS IN THE LAP POOL SURGE TANK. 10'-0" x 4'-0" x 8'-0" HIGH 11 GA STAINLESS STEEL "L" SHAPED WALL, WITH DOOR ACCESS, PROVIDED WITH 1/8" ROUND HOLES ON 3/16" CENTERS.	3	\$20,000 TO \$24,000
REPLACE THE 8" WADING POOL MAIN DRAIN ISOLATION VALVE. PROVIDE WITH REMOTE OPERATED STAINLESS STEEL VALVE EXTENSION	1	\$2,000 to \$2,250
REPLACE THE 10" DIVING POOL MAIN DRAIN ISOLATION VALVE. PROVIDE WITH REMOTE OPERATED STAINLESS STEEL VALVE EXTENSION	1	\$2,250 to \$2,500
PROVIDE NEW MODULATING FLOAT ARM ASSEMBLY FOR THE 10" DIVE POOL MAIN DRAIN FLOAT OPERATED MODULATING VALVE	1	\$200.00 (INSTALLATION NOT INCLUDED)
PROVIDE TWO NEW MODULATING FLOAT ARM ASSEMBLIES FOR THE 12" LAP POOL MAIN DRAIN FLOAT OPERATED MODULATING VALVE	1	\$400.00 (INSTALLATION NOT INCLUDED)
PREP AND REPAINT MAIN POOL (12,835 SQ. FT. WALL AND FLOOR AREAS). INCLUDES BRUSH BLAST, PSP WASH AND TWO COATS TNE MEC 161 EPOXY PAINT. <b>THIS MAINTENANCE ITEM SHOULD LAST 4 TO 6 YEARS.</b>	2	\$71,600 to \$77,000

VILLAGE OF HINSDALE  
 POOL ASSESSMENT

PREP AND REPAINT WADING POOL (2,620 SQ. FT. WALL AND FLOOR AREAS) INCLUDES BRUSH BLAST, PSP WASH AND TWO COATS TNE MEC 161 EPOXY PAINT. <b>THIS MAINTENANCE ITEM SHOULD LAST 4 TO 6 YEARS.</b>	2	\$14,500 TO \$16,000
REPLACE SURGE TANK LADDER RUNGS.	1	\$20.00 PER LADDER RUNG. INSTALLED BY STAFF.
PROVIDE A DEDICATED CHEMICAL CONTROLLER FOR THE WADING POOL AND USE THE EXISTING CHEMICAL CONTROLLER FOR THE DIVE POOL ONLY. PROVIDE TWO SAMPLING STREAM PUMPS, ONE FOR THE DIVE POOL CHEMICAL CONTROLLER AND ONE FOR THE WADING POOL CHEMICAL CONTROLLER. SAMPLING SHOULD BE TAKEN OFF THE BOTTOM OF THE GUTTER COLLECTION LINES.	1	\$8,000 to \$10,000
REFINISH EXISTING RAINDROP WATER FEATURE AND KIDDIE SLIDE IN WADING POOL.	3	\$5,000 to \$7,000
REPAIR GUTTER GRATING SUPPORT IN MAIN POOL AT NORTHEAST CORNER OF THE DEEP END.	1	\$500

### ELECTRICAL SERVICE

<u>RECOMMENDATION</u>	<u>PRIORITY LEVEL</u>	<u>PROBABLE COST RANGE</u>
INSTALL A 125 KVA VOLTAGE REGULATOR		\$70,000 to \$80,000

VILLAGE OF HINSDALE  
 POOL ASSESSMENT

<b>STRUCTURAL ISSUES</b>		
<b><u>RECOMMENDATION</u></b>	<b><u>PRIORITY LEVEL</u></b>	<b><u>PROBABLE COST RANGE</u></b>
OBTAIN SOIL BORINGS AT FILTER BUILDING	1	\$5,000 to \$10,000
INSTALL ADDITIONAL PILES	2	\$2,000 TO \$2,500 PER PILE
TEST PIPING SYSTEM FOR LEAKS	1	\$2,000 TO \$5,000
REPAIR PIPE LEAKS (IF DISCOVERED)	1	UNKNOWN
REMOVE RUST FROM EXISTING PILES. COAT WITH EPOXY PAINT	1	\$1,500 TO \$2,500
CLEAN REBAR & REPAIR CONCRETE	1	\$500 TO \$1,000
EPOXY INJECT CRACK IN TANK	1	\$500 TO \$1,000
CLEAN & REPAIR CONTROL JOINTS	1	\$500 TO \$1,000

**NOTES**

1. Costs are for 2019 construction season. We recommend adding 5% escalation for each year beyond 2019.
2. Other related costs include architectural / engineering fees, permit fees, testing, general conditions and contingencies. These fees can vary substantially depending on the scope of work being performed.
3. We recommend adding 20% to the above costs to account for professional fees and other potential related costs.

## Attachment #2

Village Pool Improvement Plan - Year One		
Recommendation	Year	Total
LAP POOL - REPAIR DETERIORATED GROUT JOINTS UNDER THE STAINLESS STEEL PERIMETER GUTTER. (APPROXIMATELY 120 LINEAR FEET, ASSUME REPLACING ALL GROUT UNDER GUTTER) THIS SHOULD EXTEND THE LIFE EXPECTANCY 10 TO 15 YEARS.	1	\$ 75,000
REPLACE LAP POOL DECKS AND DECK DRAINAGE (12,723 SQ. FT.). THIS SHOULD EXTEND THE LIFE EXPECTANCY 20 TO 30 YEARS.	1	\$ 255,000
PROVIDE A DEDICATED CHEMICAL CONTROLLER FOR THE WADING POOL AND USE THE EXISTING CHEMICAL CONTROLLER FOR THE DIVE POOL ONLY. PROVIDE TWO SAMPLING STREAM PUMPS, ONE FOR THE DIVE POOL CHEMICAL CONTROLLER AND ONE FOR THE WADING POOL CHEMICAL CONTROLLER. SAMPLING SHOULD BE TAKEN OFF THE BOTTOM OF THE GUTTER COLLECTION LINES.	1	\$ 10,000
REPAIR GUTTER GRATING SUPPORT IN MAIN POOL AT NORTHEAST CORNER OF THE DEEP END.	1	\$ 500
TEST PIPING SYSTEM FOR LEAKS	1	\$ 5,000
REPAIR PIPE LEAKS (If Discovered) (Estimated 5 Repairs at \$10,000)	1	\$ 50,000
REMOVE RUST FROM EXISTING PILES. COAT WITH EPOXY PAINT	1	\$ 2,500
CLEAN REBAR & REPAIR CONCRETE	1	\$ 1,000
EPOXY INJECT CRACK IN TANK	1	\$ 1,000
CLEAN & REPAIR CONTROL JOINTS	1	\$ 1,000
PREP AND REPAINT MAIN POOL (12,835 SQ. FT. WALL AND FLOOR AREAS).	1	\$ 77,000
REPLACE THE 8" WADING POOL MAIN DRAIN ISOLATION VALVE. PROVIDE WITH REMOTE OPERATED STAINLESS STEEL VALVE EXTENSION (TO BE COMPLETED BY VILLAGE STAFF)	1	\$ 2,250
REPLACE THE 10" DIVING POOL MAIN DRAIN ISOLATION VALVE. PROVIDE WITH REMOTE OPERATED STAINLESS STEEL VALVE EXTENSION (TO BE COMPLETED BY VILLAGE STAFF)	1	\$ 2,500
PROVIDE NEW MODULATING FLOAT ARM ASSEMBLY FOR THE 10" DIVE POOL MAIN DRAIN FLOAT OPERATED MODULATING VALVE (TO BE COMPLETED BY VILLAGE STAFF)	1	\$ 200
PROVIDE TWO NEW MODULATING FLOAT ARM ASSEMBLIES FOR THE 12" LAP POOL MAIN DRAIN FLOAT OPERATED MODULATING VALVE (TO BE COMPLETED BY VILLAGE STAFF)	1	\$ 400
REPLACE SURGE TANK LADDER RUNGS. (TO BE COMPLETED BY VILLAGE STAFF)	1	\$ 80
PUMP MOTOR REHAB/REPLACEMENT (TO BE COMPLETED BY VILLAGE STAFF)	1	\$ 15,000
REPLACEMENT OF POOL HEATER (TO BE COMPLETED BY VILLAGE STAFF)	1	\$ 10,000
AQUATIC CLIMBING WALL (TO BE COMPLETED BY VILLAGE STAFF)	1	\$ 17,000
PROFESSIONAL SERVICES	1	\$ 95,600
<b>Total Year One</b>		<b>\$ 621,030</b>

## Village Pool Improvement Plan - Year Two

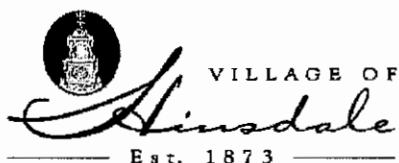
Recommendation	Year	Total	5% Cost for Annual Adjustments
REPLACE EXISTING DIVE POOL/WADING POOL PRESSURE SAND FILTRATION SYSTEM WITH NEW PRESSURE SAND FILTERS. <b>THIS SHOULD EXTEND THE LIFE EXPECTANCY 20 TO 25 YEARS.</b>	2	\$ 200,000	\$ 210,000
REPLACE EXISTING LAP POOL PRESSURE SAND FILTRATION SYSTEM WITH NEW PRESSURE SAND FILTERS. <b>THIS SHOULD EXTEND THE LIFE EXPECTANCY 20 TO 25 YEARS.</b>	2	\$ 250,000	\$ 262,500
PREP AND REPAINT WADING POOL (2,620 SQ. FT. WALL AND FLOOR AREAS) INCLUDES BRUSH BLAST, PSP WASH AND TWO COATS TNEMEC 161 EPOXY PAINT. <b>THIS MAINTENANCE ITEM SHOULD LAST 4 TO 6 YEARS.</b>	2	\$ 16,000	\$ 16,800
REPLACEMENT OF POOL HEATER(TO BE COMPLETED BY VILLAGE STAFF)	2	\$ 12,000	\$ 12,000
PROFESSIONAL SERVICES	2	\$ 93,200	\$ 97,860
<b>Total Year Two</b>		<b>\$ 571,200</b>	<b>\$ 599,160</b>

## Village Pool Improvement Plan - Year Three

Recommendation	Year	Total	5% + 5% Cost for Annual Adjustments
PROVIDE NEW STAINLESS STEEL STRAINER WALLS IN THE DIVE POOL/WADING POOL	3	\$ 22,000.00	\$ 24,255.00
PROVIDE NEW STAINLESS STEEL STRAINER WALLS IN THE LAP POOL SURGE TANK. 10'-0" x	3	\$ 24,000.00	\$ 26,460.00
REFINISH EXISTING RAINDROP WATER FEATURE AND KIDDIE SLIDE IN WADING POOL.	3	\$ 7,000.00	\$ 7,717.50
OBTAIN SOIL BORINGS AT FILTER BUILDING	3	\$ 10,000.00	\$ 11,025.00
INSTALL ADDITIONAL PILES	3	\$ 15,000.00	\$ 16,537.50
PUMP MOTOR REHAB/REPLACEMENT(TO BE COMPLETED BY VILLAGE STAFF)	3	\$ 18,000.00	\$ 18,000.00
PROFESSIONAL SERVICES	3	\$ 15,600.00	\$ 17,199.00
<b>Total Year Three</b>		<b>\$ 111,600.00</b>	<b>\$ 121,194.00</b>

## Village Pool Improvement Plan - Year Four

Recommendation	Year	Total	5% + 5% +5% Cost for Annual Adjustments
INSTALL A 125 KVA VOLTAGE REGULATOR	1	\$ 80,000	\$ 92,610.00
PROFESSIONAL SERVICES	3	\$ 16,000.00	\$ 18,522.00
<b>Total Year Four</b>		<b>\$ 96,000.00</b>	<b>\$ 111,132.00</b>



## MEMORANDUM

**DATE:** July 25, 2019

**TO:** President Cauley and the Village Board of Trustees

**CC:** Kathleen A. Gargano, Village Manager

**FROM:** Heather Bereckis, Superintendent of Parks & Recreation

**RE:** Hinsdale Community Pool Usage

A review of pool patronage shows that Hinsdale Residents are the dominate users of the pool, but nonresidents make up approximately 1/4 of the visits. Since 2011 there has been a decline in resident memberships, while nonresident memberships are increasing. The largest increase of nonresidents was in 2014 with the addition of the Neighborly pass. The chart below shows the neighborly growth from 2018 to 2019.

As of July 22, 2019		As of July 22, 2018 2018 Pass Revenue			
		New Passes	Renew Passes	Total	Revenue
<b>Resident</b>					
Nanny + Nanny Super		37	34	71	\$4,410
Family Primary		80	199	279	\$82,885
Family Secondary		299	655	954	
Individual		7	10	17	\$2,225
Senior Pass		13	25	38	\$3,040
Family Super		79	18	97	\$4,850
<b>Resident Total</b>		<b>515</b>	<b>941</b>	<b>1456</b>	<b>\$97,410</b>
<b>Neighborly</b>					
Neighbor Family		43	46	89	\$33,187
Neighborly Individual		2	1	3	\$760
Neighbor Add'l		144	171	315	
<b>Neighborly Total</b>		<b>189</b>	<b>218</b>	<b>407</b>	<b>\$33,947</b>
<b>Non-Resident</b>					
Non Resident Family		3	0	3	\$1,595
Non Resident Family Secondary		14	0	14	
Non Resident Individual		0	2	2	\$545
Non Resident Senior		3	4	7	\$1,085
Non Resident Nanny		14	5	19	\$1,710
<b>Non-resident Total</b>		<b>34</b>	<b>11</b>	<b>45</b>	<b>\$4,935</b>
10-Visit		208		208	\$16,810
<b>TOTAL</b>				<b>2116</b>	<b>\$153,102</b>

As of July 22, 2019						
2019 Pass Revenue						
New Passes	Renew Passes	Total	Revenue	Actual % Change Over Prior Year	Actual \$ Change Over the prior year	
46	32	78	\$4,490	2%	\$80	
101	172	273	\$80,415	-3%	-\$2,470	
329	610	939				
7	7	14	\$1,855	-17%	-\$370	
12	23	35	\$2,720	-11%	-\$320	
78	19	97	\$4,850	0%	\$0	
573	863	1436	\$94,330	-3%	-\$3,080	
70	60	130	\$48,020	45%	\$14,833	
3	1	4	\$1,020	34%	\$260	
239	206	445				
312	267	579	\$49,040	44%	\$15,093	
0	1	1	\$515	-68%	-\$1,080	
6	4	10				
1	0	1	\$285	-48%	-\$260	
6	7	13	\$2,015	86%	\$930	
19	10	29	\$2,520	47%	\$810	
32	22	54	\$5,335	8%	\$400	
238		238	\$18,918	13%	\$2,108	
			\$167,623	9%	\$14,521	





## MEMORANDUM

The following table provides a breakdown of the resident vs. non-resident usage for the past five years during the month of June, as well as full year data. Also included is an average of the five years of visits.

Visitor Residency June Comparison	Resident Saturday Visits	Non Resident Saturday Visits	Resident Sunday Visits	Non Resident Sunday Visits	Resident Weekday Visits	Non Resident Weekday Visits	Resident Total	Non Resident Total	Res % of Total Visits	NR % of Total Visits
Season										
2015	558	163	661	223	2379	623	3598	1009	78%	22%
2016	865	324	675	138	2796	858	4336	1320	77%	23%
2017	691	104	1122	147	2777	699	4590	950	83%	17%
2018	1110	198	872	207	2336	497	4318	902	83%	17%
2019	473	119	212	81	2293	682	2978	882	77%	23%
5 year Average	739	182	708	159	2516	672	3964	1013	79%	21%

Visitor Residency Full Season Comparison	Resident Saturday Visits	Non Resident Saturday Visits	Resident Sunday Visits	Non Resident Sunday Visits	Resident Weekday Visits	Non Resident Weekday Visits	Resident Total	Non Resident Total	Res % of Total Visits	NR % of Total Visits
Season										
2015	2217	795	2150	792	8015	2331	12382	3918	76%	24%
2016	2103	749	2331	712	8734	2989	13168	4450	75%	25%
2017	2405	464	3027	486	8478	2670	13910	3620	79%	21%
2018	2624	464	3703	861	8608	1907	14935	3232	82%	18%
2019*	1548	348	968	229	7602	2021	10118	2598	80%	20%
5 year Average	2179	564	2436	616	8287	2384	12903	3564	78%	22%

\* only half season so far

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

**AGENDA SECTION:** Consent Agenda - EPS

**SUBJECT:** Bid #1669 – Custodial Services

**MEETING DATE:** March 16, 2020

**FROM:** Garrett Hummel, Administrative Analyst

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**Recommended Motion**

To approve the award of Custodial Services Bid #1669 to Bravo Service, Inc., for custodial services within Village facilities for one term (20 Months), in the amount not to exceed \$117,000.

**Background**

Every two years, the Village solicits competitive pricing for custodial cleaning services to the following Village facilities: Village Hall, Memorial Building, Water Treatment Plant, Public Services Garage, Police Department, Brush Hill Depot, and the Highland Station. In February 2020, Public Services staff solicited sealed bids for the 2020 through 2022 custodial services.

Public Services staff published the bid package on Monday, February 3, 2020. Staff provided the bid package to sixteen (16) vendors, placed a legal ad in the Daily Herald, and posted the bid package on the Village website. A pre-bid meeting was held on Wednesday, February 12, 2020, that allowed prospective bidders to view the Village facilities and ask questions regarding the scope of the bid. The bid opening took place on Wednesday, February 26, 2020 and the Village received three (3) competitive bids.

Due to the Village's change to a calendar year budget, staff has attempted to enter into contracts that align with the calendar year. The previous custodial contract expires in April 2020, staff decided to make the first "year" of this contract twenty (20) months, instead of an eight (8) month contract. This twenty (20) month term will expire in December 2021. The Village has the option to renew the contract for 2022.

**Discussion & Recommendation**

Public Services staff recommends Bravo Service, Inc. ("Bravo") for custodial cleaning services throughout the various Village facilities. As the Village has no past experience with Bravo, staff conducted a thorough reference check to ensure Bravo has been responsive and performed satisfactory work for previous clients. Of the references contacted, all provided positive responses related to their experience with Bravo. In the event that Bravo's performance is not satisfactory, after the first term of the contract (20 months), the Village reserves the right to not renew the custodial contract for a second year. Please see table following for a breakdown of bids received.

	<b>Bravo Services, Inc.</b>	<b>Best Quality Cleaning</b>	<b>Eco Clean Maintenance, Inc.</b>
<b>Year One (2020) – 8 Months</b>	\$46,800	\$47,880	\$48,480
<b>Year One (2021) – 12 Months</b>	\$70,200	\$71,820	\$72,720
<b>Total Year One (20 Months)</b>	\$117,000	\$119,700	\$121,200
<b>Year Two (2022)</b>	\$72,900	\$74,160	\$72,720
<b>Total</b>	\$189,900	\$193,860	\$193,920

### **Budget Impact**

The Village uses funds from various Village departmental budgets for custodial cleaning expenses. After factoring in the first four (4) months of expenses owed to the Village's previous custodial services contractor (contract expires April 2020), the Village has \$65,623 remaining in the CY2020 Budget. Bravo's Year 1 proposal of \$46,800 for the remaining eight (8) months of CY2020 is \$18,823 under budget. The Year 1 proposal also includes the twelve (12) months of 2021. In the event that Bravo provides a satisfactory performance, near the expiration of the contract's first term, Village staff will request approval to renew the contract for Year 2 (2022).

### **Village Board and/or Committee Action**

Per the Village's approved meeting policy, this award is included on the Consent Agenda without the benefit of a First Reading because it meets the definition for a routine item: it is included in the approved budget, is under budget, and is less than \$500,000.

### **Documents Attached**

1. Bid #1669 – Bravo Services, Inc. Proposal
2. Bid #1669 - Custodial Services Bid Tabulation

**VILLAGE OF HINSDALE**  
**CONTRACT FOR**  
**CUSTODIAL SERVICES**  
**BID #1669**

**BIDDER'S PROPOSAL**

Full Name of Bidder BRavo SERVICES, INC ("Bidder")  
Principal Office Address 2500 E. DEVON, SUITE 175  
Local Office Address S/A  
Contact Person SAWEK JAWORSKI Telephone 773 524 9447

TO: Village of Hinsdale ("Owner")  
19 E. Chicago Avenue  
Hinsdale, Illinois 60521  
ATTN: Garrett Hummel

Bidder warrants and represents that Bidder has carefully examined the Work Site described above, respective environments, and has reviewed and understands all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

- A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **CUSTODIAL SERVICES**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract

included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

- B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.
- C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

☒ A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price

<sup>of:</sup>  
One Hundred Eighty Nine Thousand Nine Hundred Dollars and -0- Cents  
(in writing) (in writing)

189,900 Dollars and -0- Cents  
(in figures) (in figures)

☒ B. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of

Unit Price Items listed below incorporated in the Work by the Unit  
Price set forth below for such Unit Price Item:

<b>CUSTODIAL SERVICES COMPLETE</b> <b>(20 MONTHS) <u>CONTRACT 1A</u></b> <b>May 1, 2020 – December 31, 2021</b>			
FACILITY INCLUDED IN CONTRACT	MONTHLY \$ IN WORDS	\$ PER MONTH	\$ PER TERM
VILLAGE HALL/ MEMORIAL BUILDING 20,170.87 square feet	Two Thousand Two Hundred Fifty <sup>00</sup> / <sub>100</sub>	2,250.00	45,000.00
POLICE STATION 8,758.25 square feet	One Thousand Two Hundred Fifty <sup>00</sup> / <sub>100</sub>	1,250.00	25,000.00
WATER PLANT 6,018 square feet	Six Hundred Fifty <sup>00</sup> / <sub>100</sub>	650.00	13,000.00
PUBLIC SERVICES 18,904 square feet	One Thousand Two Hundred <sup>00</sup> / <sub>100</sub>	1,200.00	24,000.00
BRUSH HILL STATION 838 square feet	Three Hundred <sup>00</sup> / <sub>100</sub>	300.00	6,000.00
HIGHLAND STATION 253 square feet	Two Hundred <sup>00</sup> / <sub>100</sub>	200.00	4,000.00
<u>TOTAL COST FOR TERM ONE</u> May 1, 2020 – December 31, 2021	One Hundred Seventeen Thousand and <sup>00</sup> / <sub>100</sub> <hr/> \$117,000.00		

## CUSTODIAL SERVICES COMPLETE

(12 MONTHS) CONTRACT 2B

January 1, 2022 – December 31, 2022

FACILITY INCLUDED IN CONTRACT	MONTHLY \$ IN WORDS	\$ PER MONTH	\$ PER YEAR
VILLAGE HALL/ MEMORIAL BLDG 20,170.87 square feet	Two Thousand Three Hundred <sup>00</sup> / <sub>100</sub>	2,300.00	27,600.00
POLICE STATION 8,758.25 square feet	One Thousand Two Hundred Seventy Five <sup>00</sup> / <sub>100</sub>	1,275.00	15,300.00
WATER PLANT 6,018 square feet	Six Hundred Seventy Five <sup>00</sup> / <sub>100</sub>	675.00	8,100.00
PUBLIC WORKS 18,904 square feet	One Thousand Two Hundred Fifty <sup>00</sup> / <sub>100</sub>	1,250.00	15,000.00
BRUSH HILL STATION 838 square feet	Three Hundred Fifty <sup>00</sup> / <sub>100</sub>	350.00	4,200.00
HIGHLAND STATION 253 square feet	Two Hundred Twenty Five <sup>00</sup> / <sub>100</sub>	225.00	2,700.00
<u>TOTAL COST FOR ONE YEAR</u> January 1, 2022 – December 31, 2022	Seventy Two Thousand Nine Hundred <sup>00</sup> / <sub>100</sub>		\$72,900.00

GRAND TOTAL for TWO TERMS (ITEMS 1A + 2B) May 1, 2020 – December 31, 2022	One Hundred Eighty Nine Thousand Nine Hundred and <sup>00</sup> / <sub>100</sub> \$189,900.00
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### D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

ATTACHMENT #2

<b>Village of Hinsdale</b> <b>BID 1669 - CUSTODIAL SERVICES</b> <b>Bid Tabulation</b>	<b>Bravo Services, Inc.</b> 2500 E. Devon, Suite 175 Des Plaines, IL 60018		<b>Best Quality Cleaning</b> 10015 Pacific Ave Franklin Park, IL 60131		<b>Eco Clean Maintenance, Inc.</b> 515 W. Wrightwood Avenue Elmhurst, IL 60126	
	<b>Bid Bond</b>		<b>Bid Bond</b>		<b>Bid Bond</b>	
<b>YEAR 1 (20 MONTHS)</b>	<b>Monthly Amount</b>	<b>\$ per Year</b>	<b>Monthly Amount</b>	<b>\$ per Year</b>	<b>Monthly Amount</b>	<b>\$ per Year</b>
VILLAGE HALL/MEMORIAL BLDG	\$2,250.00	\$45,000.00	\$1,800.00	\$36,000.00	\$1,800.00	\$36,000.00
POLICE DEPT	\$1,250.00	\$25,000.00	\$1,600.00	\$32,000.00	\$1,700.00	\$34,000.00
WATER PLANT	\$650.00	\$13,000.00	\$725.00	\$14,500.00	\$720.00	\$14,400.00
PUBLIC SERVICES	\$1,200.00	\$24,000.00	\$1,200.00	\$24,000.00	\$1,200.00	\$24,000.00
BRUSH HILL STATION	\$300.00	\$6,000.00	\$330.00	\$6,600.00	\$320.00	\$6,400.00
HIGHLAND STATION	\$200.00	\$4,000.00	\$330.00	\$6,600.00	\$320.00	\$6,400.00
<b>TOTAL COST FOR ONE TERM (5/1/20 - 12/31/21)</b>	<b>\$5,850.00</b>	<b>\$117,000.00</b>	<b>\$5,985.00</b>	<b>\$119,700.00</b>	<b>\$6,060.00</b>	<b>\$121,200.00</b>
<b>YEAR 2</b>	<b>Monthly Amount</b>	<b>\$ per Year</b>	<b>Monthly Amount</b>	<b>\$ per Year</b>	<b>Monthly Amount</b>	<b>\$ per Year</b>
VILLAGE HALL/MEMORIAL BLDG	\$2,300.00	\$27,600.00	\$1,860.00	\$22,320.00	\$1,800.00	\$21,600.00
POLICE DEPT	\$1,275.00	\$15,300.00	\$1,680.00	\$20,160.00	\$1,700.00	\$20,400.00
WATER PLANT	\$675.00	\$8,100.00	\$740.00	\$8,880.00	\$720.00	\$8,640.00
PUBLIC SERVICES	\$1,250.00	\$15,000.00	\$1,200.00	\$14,400.00	\$1,200.00	\$14,400.00
BRUSH HILL STATION	\$350.00	\$4,200.00	\$350.00	\$4,200.00	\$320.00	\$3,840.00
HIGHLAND STATION	\$225.00	\$2,700.00	\$350.00	\$4,200.00	\$320.00	\$3,840.00
<b>TOTAL COST FOR ONE YEAR (1/1/22 - 12/31/22)</b>	<b>\$6,075.00</b>	<b>\$72,900.00</b>	<b>\$6,180.00</b>	<b>\$74,160.00</b>	<b>\$6,060.00</b>	<b>\$72,720.00</b>
<b>GRAND TOTAL FOR TWO YEARS (5/1/20 - 12/31/22)</b>		<b>\$189,900.00</b>		<b>\$193,860.00</b>		<b>\$193,920.00</b>



Community Development

**AGENDA SECTION:** Second Reading – ZPS

**SUBJECT:** Exterior Appearance and Site Plan to Redevelop and Expand the existing 1-story Paddle Court warming Hut at KLM Memorial Park 5901 S. County Line Road in the OS Open Space District Case A-01-2020

**MEETING DATE:** March 16, 2020

**FROM:** Chan Yu, Village Planner

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**Recommended Motion**

Approve an Ordinance approving an Exterior Appearance and Site Plan for expansion and redevelopment of a paddle court warming hut – Hinsdale Platform Tennis Association - 5901 S. County Line Road.

**Background**

The Village of Hinsdale has received an Exterior Appearance/Site Plan review application from the Hinsdale Platform Tennis Association requesting approval to expand the existing Village owned 1-story, paddle court warming hut from 1,028 SF to 1,787 SF, at the southeast corner of the 52-acre Katherine Legge Memorial Park at 5901 S. County Line Road in the Open Space District.

The current paddle court warming hut is surrounded by 6 paddle tennis courts to the west, east and south. The entrance is located at the north end of the building, and is where the expansion is being proposed. The plan includes a 759 SF building expansion, a new 524 SF raised deck, updated perimeter boardwalk and garbage enclosure to the east of the building. The elevation drawings indicate textured cellular PVC board, treated wood for the deck and ramps, and new roof cupola with windows. The new 3'-6" roof cupola was designed to allow additional natural light down through the center of the building.

The proposed additional windows at the front entrance is consistent with the existing multiple windows on the other sides of the building, and the width of the building will not change. Per the architect, the materials were chosen to match the existing warming hut structure and ancillary structures. The landscape area, north of the raised deck on the site plan is proposed to be for a future landscape plan. Per section 9-104(D)(1), this request is a minor addition to the 52-acre site, and no additional parking spaces are required.

**Discussion & Recommendation**

At the February 12, 2020, Plan Commission meeting, the PC unanimously recommended approval for the proposed exterior appearance and site plan improvements, as submitted, 6-0, and 2 absent. There were no public comments at the PC meeting by neighbors regarding the request.

**Village Board and/or Committee Action**

At the March 3, 2020, Board of Trustees meeting, the Village Board had no issues with the request and moved the item forward for Second Reading.

**Documents Attached**

Ordinance

The following related materials were provided for the Board of Trustees of this item on March 3, 2020, and can be found on the Village website at:

[https://www.villageofhinsdale.org/document\\_center/VillageBoard/2020/03%20MAR/VBOT%20packet%2003%2003%2020.pdf](https://www.villageofhinsdale.org/document_center/VillageBoard/2020/03%20MAR/VBOT%20packet%2003%2003%2020.pdf)

Exterior Appearance and Site Plan Application and Exhibits  
Zoning Map and Project Location  
Street View of 4 sides of Paddle Hut  
Aerial View of Paddle Hut at KLM Park  
Draft Plan Commission Findings and Recommendations

**VILLAGE OF HINSDALE**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN FOR  
EXPANSION AND REDEVELOPMENT OF A PADDLE COURT WARMING HUT –  
HINSDALE PLATFORM TENNIS ASSOCIATION – 5901 S. COUNTY LINE ROAD**

**WHEREAS**, the Hinsdale Platform Tennis Association (the “Applicant”) has submitted an application (the “Application”) seeking exterior appearance and site plan approval for an expansion of the existing Village-owned one-story, paddle court warming hut at the southeast corner of the 52-acre Katherine Legge Memorial Park at 5901 S. County Line Road (the “Subject Property”). The Subject Property is located in the OS - Open Space Zoning District and is legally described in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the Subject Property is currently improved with a one-story paddle court warming hut, surrounded by six (6) paddle tennis courts to the west, east and south. The Applicant seeks to expand the existing hut with a 759 square foot building addition, from 1,028 square feet to 1,787 square feet. The plan also includes a new 524 square foot raised deck, an updated perimeter boardwalk and a garbage enclosure to the east of the building. The proposed improvements are depicted in the Exterior Appearance and Site Plans attached hereto as **Exhibit B** and made a part hereof; and

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

**WHEREAS**, on February 12, 2020, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

**WHEREAS**, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed Exterior Appearance and Site Plans on a vote of six (6) ayes, zero (0) nays, and two (2) absent, as set forth in the Plan Commission’s Findings and Recommendation in this case (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit C** and made a part hereof; and

**WHEREAS**, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan review, and the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

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

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

**SECTION 2: Approval of Exterior Appearance and Site Plans.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, adopts the Findings and Recommendation of the Plan Commission, and approves the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 3 of this Ordinance.

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

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

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

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

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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: \_\_\_\_\_, 2020

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

**TRACT NUMBER 1: THE NORTH 401 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 1550 FEET THEREOF) OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;**

**TRACT NUMBER 2: THE WEST HALF OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 1951 FEET THEREOF) OF SECTION 18, ALSO THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

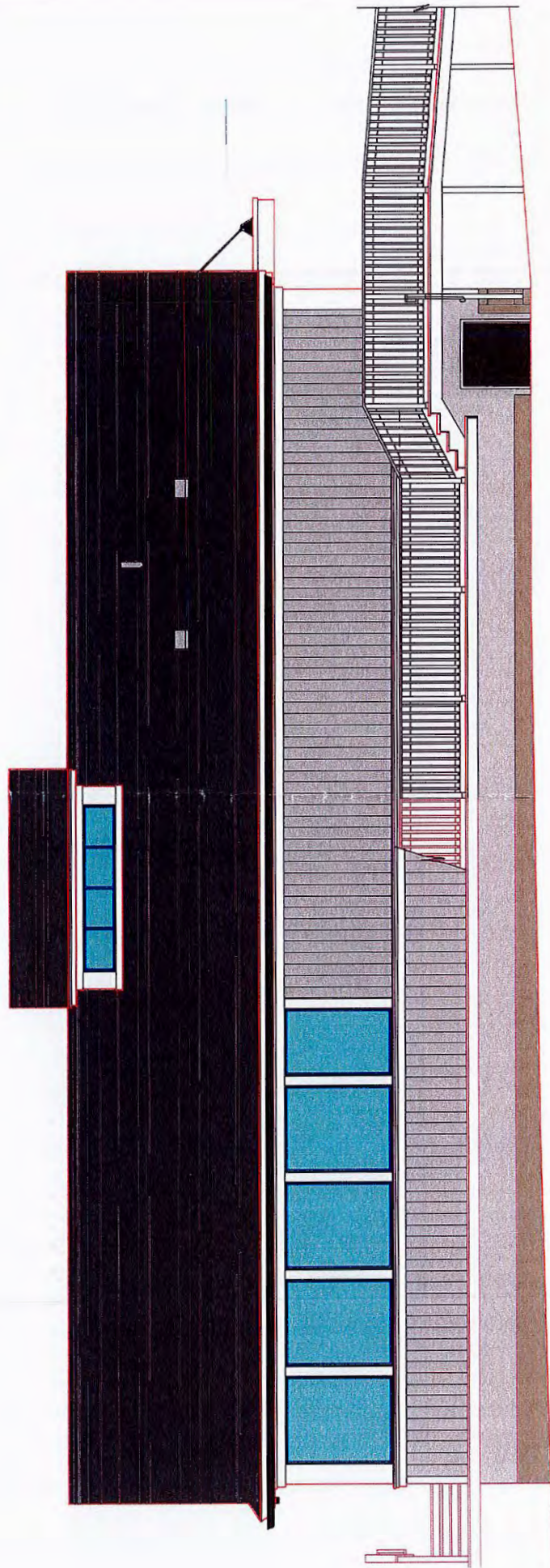
**P.I.N.: 18-18-300-001-0000 and 18-18-108-001**

**COMMONLY KNOWN AS: 5901 S. COUNTY LINE ROAD, HINSDALE, IL 60521**

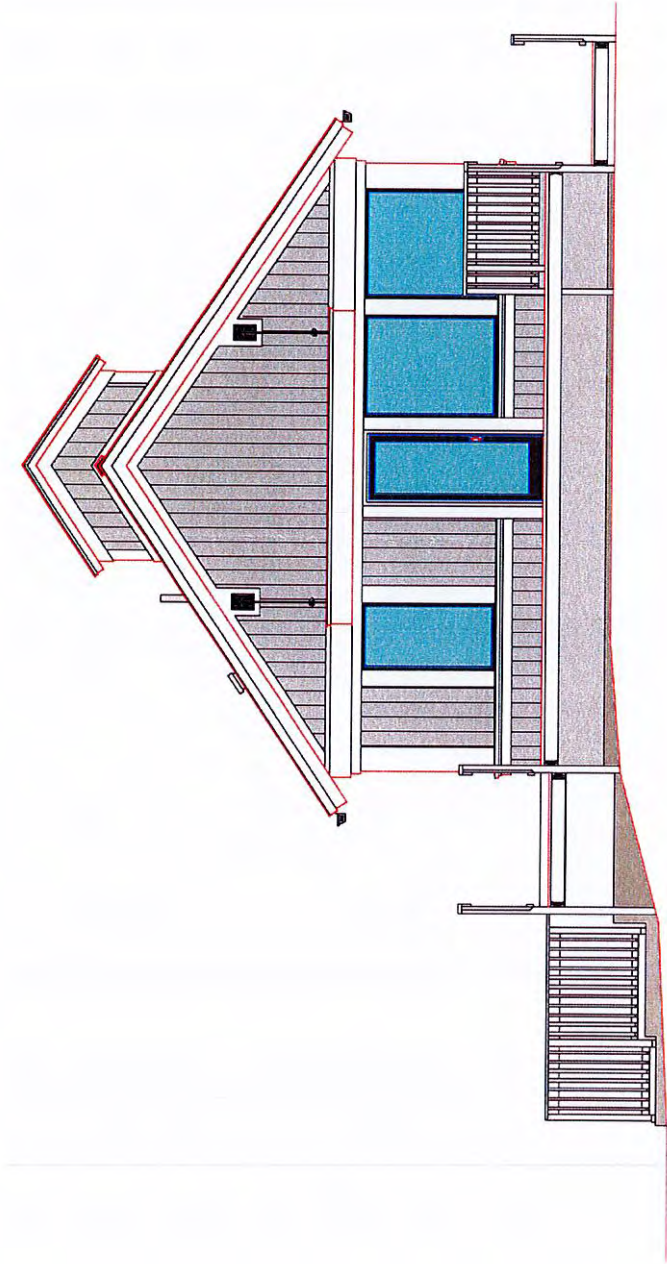
**EXHIBIT B**

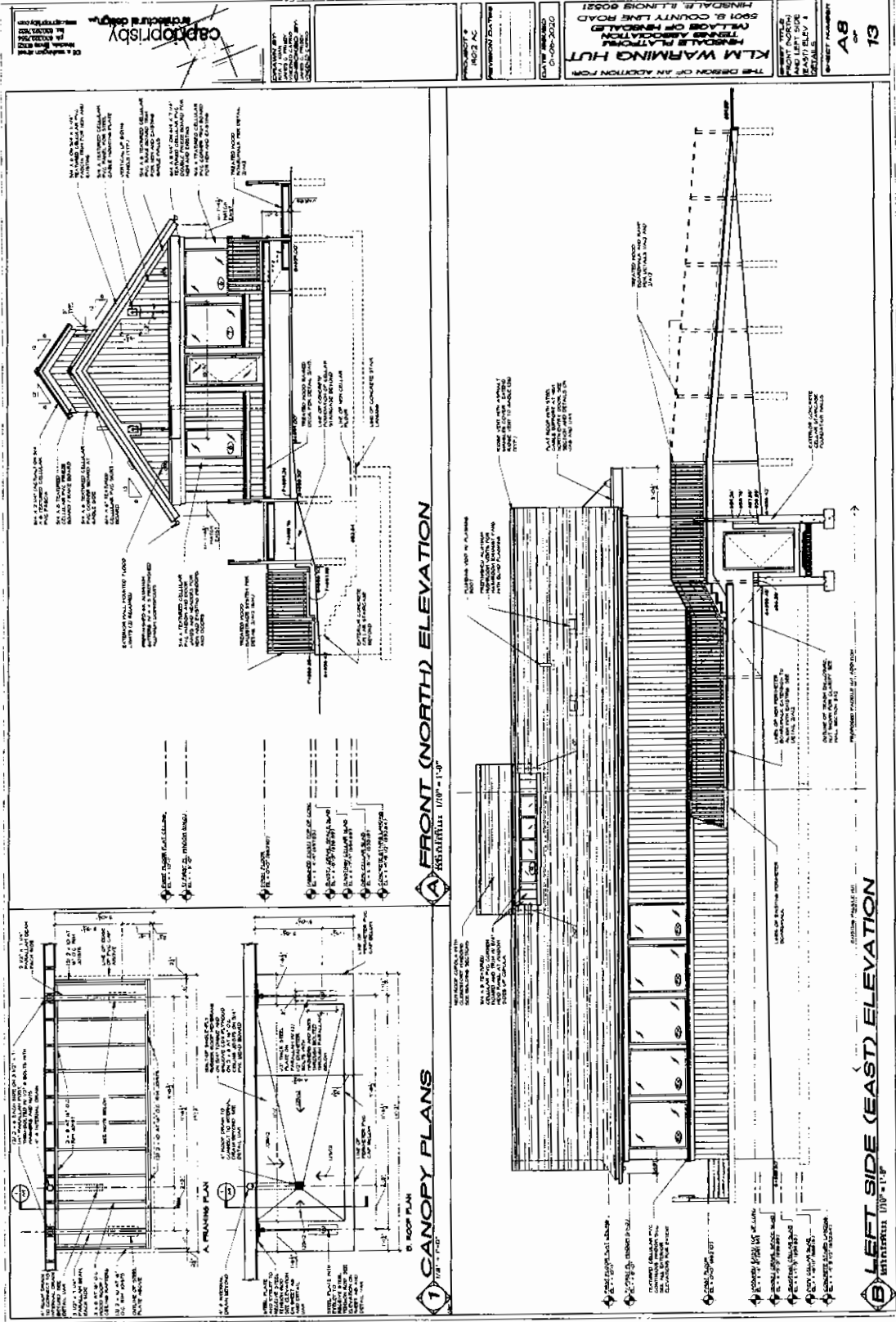
**APPROVED EXTERIOR APPEARANCE AND SITE PLANS  
(ATTACHED)**

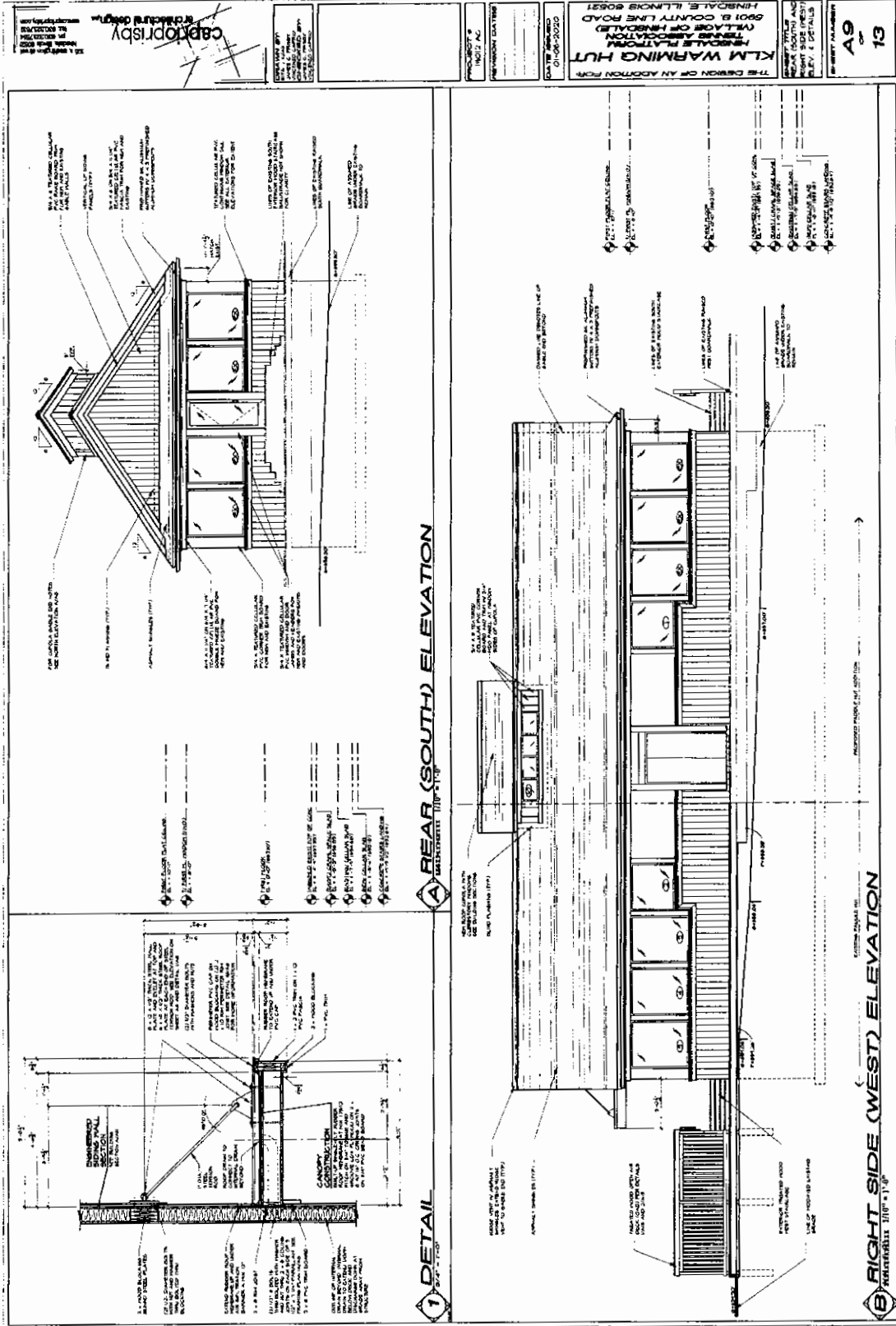


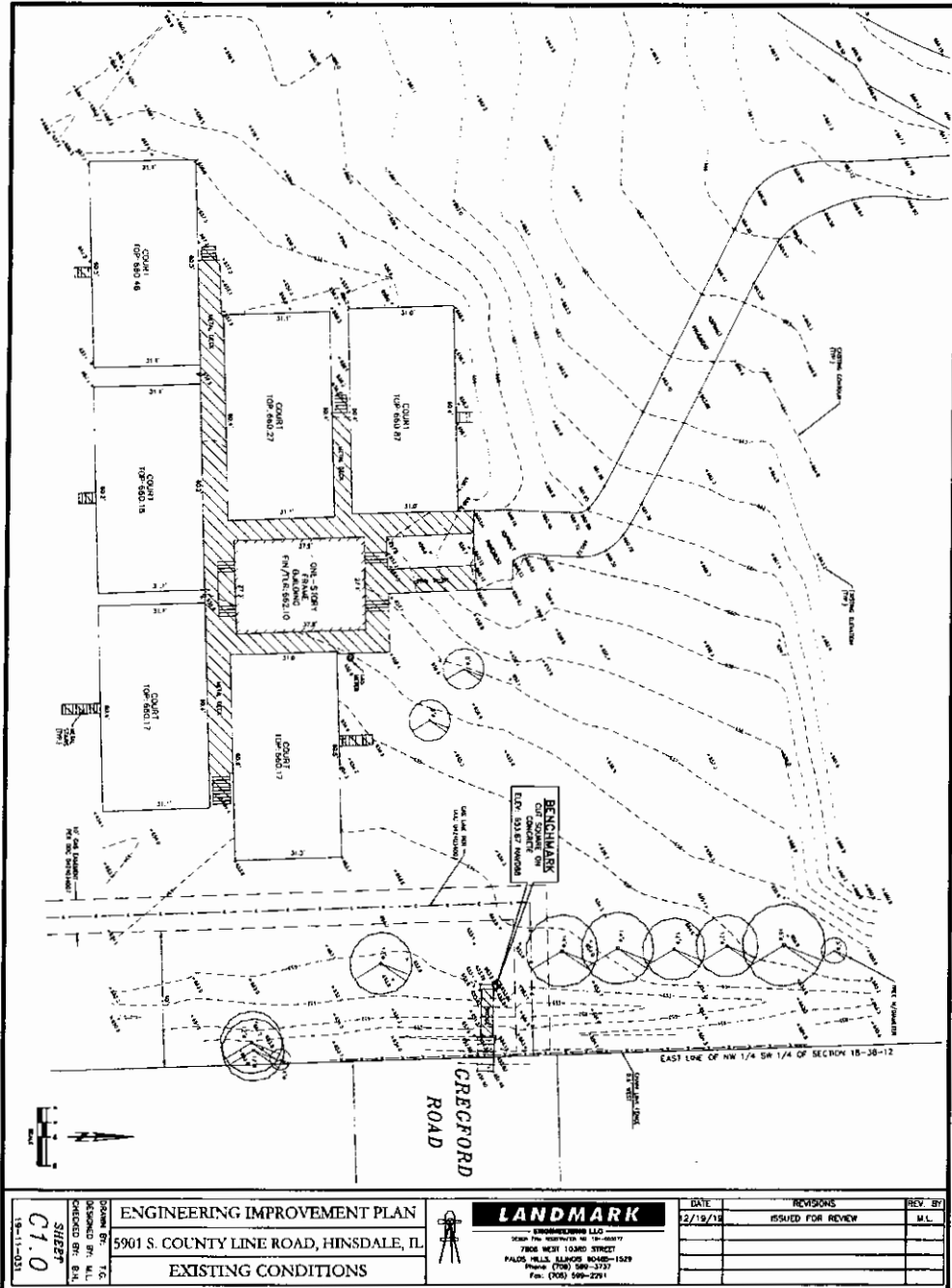


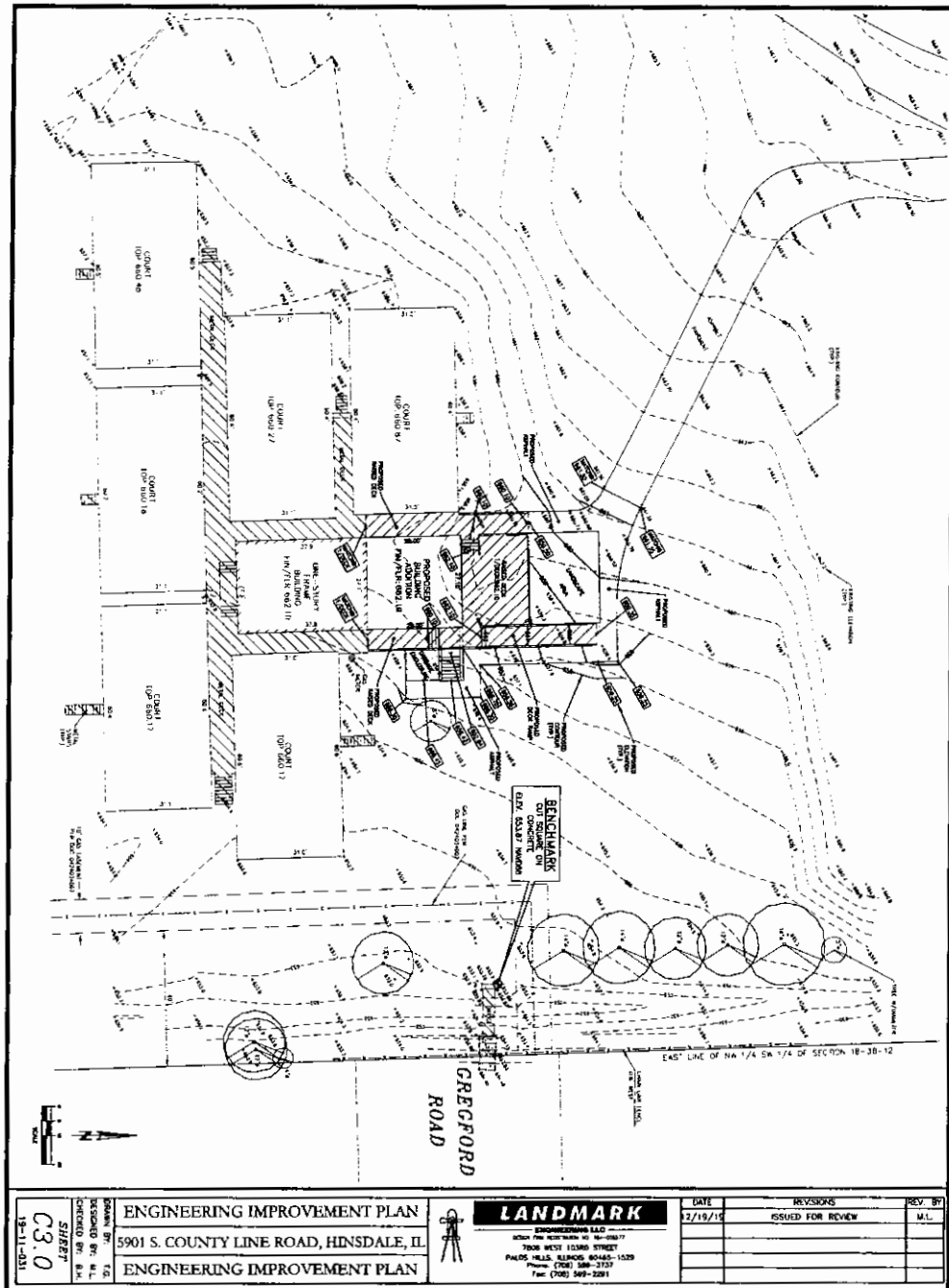












# EXTERIOR ELEVATIONS COLOR SCHEDULE

EXTERIOR CORNER, WINDOW, WINDOW SILL, FRIEZE BOARD, FASCIA AND MISCELLANEOUS TRIM -	SIMPLY WHITE - OC-117 - BENJAMIN MOORE
EXTERIOR SIDING -	SILVER CHAIN - 1472 - BENJAMIN MOORE
EXISTING AND NEW WINDOWS -	DARK BRONZE
BOARDWALK BALLUSTRADE SYSTEM -	SIMPLY WHITE - OC-117 - BENJAMIN MOORE
EXISTING AND NEW BOARDWALK DECKING AND RAISED DECK DECKING -	DARK BROWN
EXTERIOR DOORS NEW AND EXISTING ALUMINUM AND PAINTED -	DARK BRONZE
GUTTERS AND DOWNSPOUTS -	DARK BRONZE
FRONT ENTRY ROOF CANOPY RODS -	BLACK IRON
ROOFING SHINGLES -	PEWETER GRAY - GAF/ TIMBERLINE UHD LIFETIME ASPHALT SHINGLES

**EXHIBIT C**

**FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION**

**(ATTACHED)**

## HINSDALE PLAN COMMISSION

**Application:** Case A-01-2020 – Applicant: Hinsdale Platform Tennis Association

**Request:** Exterior Appearance/ Site Plan – KLM Memorial Park at 5901 S. County Line Road in the Open Space District

**DATE OF PLAN COMMISSION (PC) REVIEW:** February 12, 2020

**DATE OF BOARD OF TRUSTEES 1<sup>ST</sup> READING:** March 3, 2020

### FINDINGS AND RECOMMENDATION

#### I. FINDINGS

1. The PC heard testimony from the applicant, Mr. Bryan Freil, on behalf of the Hinsdale Platform Tennis Association, and summarized the plans, including expanding the current building 28 feet in addition to an open space deck to the north while maintaining the building width. The expansion shape and roofline would be consistent with the existing building and the proposed cupola on the roof is intended to allow natural sunlight into the building. The façade redevelopment material was reviewed as a wood vertical siding, white trim and asphalt roof. The applicant also brought and offered material samples for the Plan Commission to review. (11-604(F)(1) and 11-606(E)).
2. A Plan Commissioner asked if the applicant has plans for new lighting for the building. The applicant responded there will be a new recessed down lighting on the north side of the building due to the new canopy, and reviewed the current exterior lighting on the north and south ends of the building. There was a question regarding a past application years ago that involved neighbor concerns over lighting. The applicant responded that pertained to the exterior court lights, and added the courts and lighting are not changing as part of this application (11-604(F)(1)(f)).
3. A Plan Commissioner asked if they will be back to develop the landscaping and parking spaces on a future site plan. Chan, Village Planner, clarified in his memo, which stated that the Village will include funds for an additional 11 parking spaces; after speaking with Village senior staff, it was made aware that approximately 5 buildings at the Village owned 52 acre KLM Park are not being used, and thus, the parking will need to be recalculated. It was noted that since this is zoned OS Open Space, the Village is sensitive to not paving additional parking spaces if it is not necessary. A comprehensive parking calculation was done many years ago and should consider the 5 buildings not utilized. The project architect, Vincenzo Caprio, stated at the public meeting that the current parking lot is underutilized and in his opinion, paving for additional parking spaces would be a waste of money. A few Plan Commissioners agreed, citing that the time of use are also not aligned to be used simultaneously (11-604(F)(1)(j)).
4. In general, the Plan Commission commented that the proposed request looks good and would be an upgrade to the facility, and believes it would not cause an issue with the neighbors since the development would be north and away from the residential area (11-604(F)(1)(f)).
5. There were no public comments at the Plan Commission public meeting on February 12, 2020 (11-604(E)).

#### II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance and site plan as submitted, the Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," and three (3) "Absent," recommends that the President and Board of Trustees approve the application as submitted.

THE HINSDALE PLAN COMMISSION By:

Stephen J. Bohman, Chairman

Dated this 11<sup>th</sup> day of MARCH, 2020.



**REQUEST FOR BOARD ACTION**  
Community Development

**AGENDA SECTION:** Second Reading - ZPS

**SUBJECT:** Consideration of a Request for Variation-5500 S. Grant Street  
(Hinsdale Central)

**MEETING DATE:** March 16, 2020

**FROM:** Robert McGinnis, Director of Community Development/Building  
Commissioner

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**Recommended Motion**

Approve an Ordinance Approving Variations Relative to the Replacement and/or Construction of New Improvements for Hinsdale Central High School at 5500 S. Grant Street, Hinsdale, Illinois – Hinsdale Township High School District 86 - Case Number V-05-19

**Background**

In this application for variation, the applicant requests relief from;

1. 9-104(J)(1)(e)(xi) To allow a reduction in required parking from 882 to 583 spaces. It should be noted that the existing count is 560 and that the plan is to increase the count as part of the project to 583.
2. 9-104(H)(2)(g&i); 9-105(c)(2); 9-107(A)(1&2); 9-107(B) To waive landscape island, 10' open space buffer, and loading space screening requirements in order to maximize the number of parking spaces.
3. 9-12-3(E) To waive the 8' height limitation on fences for the construction of safety netting at the baseball field on the northeast corner of Grant and 57<sup>th</sup>.
4. 9-12-3(D&E); 7-310 To waive the 8' height limitation on fences and the setback requirements in order to replace the existing chain link tennis court fencing, track fencing, baseball field backstop, and miscellaneous athletic field fencing.
5. 7-310; 9-107(H)(2) To waive the building setback, building height, and screening requirements for the construction of 2 soccer field team shelters and a press box.

This relief is being requested in order to replace and/or construct new improvements as part of the capital improvement program for Hinsdale Central High School. The requested variations are explained in the attached Application for Variation and summarized on the Table of Compliance.

A copy of the Final Decision for those variation requests approved by the Zoning Board of Appeals is attached as well.

**Discussion & Recommendation**



## REQUEST FOR BOARD ACTION

Following a public hearing held on January 15, 2020, the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") recommended approval of the Requested Variations on a unanimous vote of six (6) in favor and zero (0) opposed, with one (1) member absent.

### **Budget Impact**

N/A

### **Village Board and/or Committee Action**

At their meeting of March 3, the Village Board agreed to move this item forward for a second reading at their next meeting.

### **Documents Attached**

1. Draft Ordinance
2. Approved Findings of Fact and Recommendation
3. ZBA Application
4. ZBA Final Decision
5. Transcript

## **VILLAGE OF HINSDALE**

**ORDINANCE NO. \_\_\_\_\_**

### **AN ORDINANCE APPROVING VARIATIONS RELATIVE TO THE REPLACEMENT AND/OR CONSTRUCTION OF NEW IMPROVEMENTS FOR HINSDALE CENTRAL HIGH SCHOOL AT 5500 S. GRANT STREET, HINSDALE, ILLINOIS – HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86 - CASE NUMBER V-05-19**

**WHEREAS**, the Village of Hinsdale received an application (the "Application") from ARCON Associates, Inc. on behalf of Hinsdale Township High School District 86 (the "Applicant") for variations relative to the replacement and/or construction of new improvements at Hinsdale Central High School, on property located in the IB Institutional Buildings Zoning District at 5500 S. Grant Street (the "Subject Property"); and

**WHEREAS**, the improvements proposed by the Applicant at this time are Phase I of a program of improvements and upgrades to the High School over the next three (3) years. The general scope of Phase I improvements includes a natatorium addition, buildings and grounds addition, parking lot reconfigurations and modifications due to loading dock relocation; associated landscaping, artificial turf replacement, tennis court and fencing replacement, running track and fence replacement, separation of storm and sanitary utilities due to Flagg Creek Water Reclamation District requirements, chain-link baseball field backstop and fence replacement, baseball field sports safety netting installation, privacy fencing, soccer field team shelter and press box replacements, emergency generator replacement, and various other ADA and health/life safety improvements on site (collectively, the "Phase I Improvements"); and

**WHEREAS**, the Applicant has requested variations to the following Sections of the Zoning Code of the Village of Hinsdale ("Zoning Code") over which the Village President and Board of Trustees, upon a recommendation from the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") has final authority:

- A variation from Section 9-104(J)(1)(e)(xi) of the Zoning Code, to allow a reduction in required parking from 882 to 583 spaces (existing parking count is 560, so Phase I Improvements will actually increase the count to 583);
- A variation from Section 9-104(H)(2)(g & i); 9-105(c)(2); 9-107(A)(1&2); 9-107(B) of the Zoning Code, to provide relief from landscape island, ten (10) foot open space buffer, and loading space screening requirements in order to maximize the number of parking spaces on the Property; and
- A variation from Section 9-107(H)(2) of the Zoning Code, to provide relief from the building setback requirements for the construction of two (2) soccer field team shelters and a press box.

Collectively, these variation requests are the "Requested Variations;" and

**WHEREAS**, in addition to the Requested Variations, additional variations were requested over which the Zoning Board of Appeals of the Village has final authority. Those additional variations were approved by the Zoning Board of Appeals; 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 Zoning Board of Appeals of the Village, and has been processed in accordance with the Zoning Code, as amended; and

**WHEREAS**, on Wednesday, January 15, 2020, the Zoning Board of Appeals of the Village of Hinsdale held a public hearing pursuant to notice given in accordance with State law and the Zoning Code, relative to the Requested Variations; and

**WHEREAS**, the Zoning Board of Appeals, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the Requested Variations on a unanimous vote of six (6) in favor and zero (0) opposed, with one (1) member absent; and

**WHEREAS**, the Zoning Board of Appeals has filed its report of Findings and Recommendation regarding the Requested Variations in Case Number V-05-19 with the President and Board of Trustees, a copy of which is attached hereto as Exhibit B and made a part hereof; and

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

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

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

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

**SECTION 2: Adoption of Findings and Recommendation.** The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Zoning Board of Appeals, a copy of which is attached hereto as

**Exhibit B** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

**SECTION 3: Requested Variations.** The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-503(A) of the Hinsdale Zoning Code, GRANT the following Requested Variations as follows:

- A variation to Section 9-104(J)(1)(e)(xi) of the Zoning Code, to allow a reduction in required parking from 882 to 583 spaces (existing parking count is 560);
- to Section 9-104(H)(2)(g & i); 9-105(c)(2); 9-107(A)(1&2); 9-107(B) of the Zoning Code, to provide relief from landscape island, ten (10) foot open space buffer, and loading space screening requirements; and
- to Section 9-107(H)(2) of the Zoning Code, to provide relief from the building setback requirements for the construction of two (2) soccer field team shelters and a press box.

These Requested Variations are granted for the Subject Property commonly known as 5500 S. Grant Street, and legally described in **Exhibit A** attached hereto and made a part hereof.

**SECTION 4: 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 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 \_\_\_\_\_ 2020.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_ 2020 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 OF THE SUBJECT PROPERTY**

**PARCEL I:** LOTS 1 AND 2, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PARINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL II:** THE EAST 350 FEET OF THE NORTH HALF OF THE NORTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL III:** THE EAST 350 FEET OF THE SOUTH HALF OF THE NORTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL IV:** THE NORTH HALF OF LOT 3 (EXCEPT THE EAST 350 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL V:** THE SOUTH HALF OF THE NORTH HALF (EXCEPT THE EAST 350 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL VI:** THE SOUTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL VII:** THE NORTH HALF OF LOT 4, (EXCEPT THE EAST 200 FEET THEREOF) IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL VIII:** LOT 1, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL IX:** LOT 5, (EXCEPT THE EAST 150 FEET THEREOF), IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL X:** THE WEST 75 FEET OF THE EAST 150 FEET OF LOT 5, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS



**PARCEL XI:** THE EAST 75 FEET OF LOT 5, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL XII:** THE EAST 60 FEET OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL XIII:** THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 33 FEET THEREOF, IN DUPAGE COUTNY, ILLINOIS

**PARCEL XIV:** LOTS 11 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 2, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**COMMONLY KNOWN AS:** 5500 South Grant Street, Hinsdale, Illinois  
**PINS:** 09-13-100-017, 09-13-100-008, 09-13-100-011, 09-13-100-012, 09-13-100-013, 09-13-100-014, 09-13-100-015 & 09-13-101-027

**EXHIBIT B**

**FINDINGS OF FACT AND RECOMMENDATION  
(ATTACHED)**

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

**ZONING CASE NO:** V-05-19

**PETITIONER:** ARCON Associates, Inc. on behalf of Hinsdale Township High School District 86

**APPLICATION:** For certain Variations from the Zoning Code of the Village of Hinsdale ("Zoning Code") relative to the replacement and/or construction of new improvements at Hinsdale Central High School, at 5500 S. Grant Street, Hinsdale, Illinois.

**MEETING HELD:** A Public Hearing was held on Wednesday, January 15, 2020, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on November 28, 2019.

**PROPERTY:** The subject property is commonly known as 5500 S. Grant Street, Hinsdale, Illinois (the "Property") and is legally described in Exhibit A attached hereto and made a part hereof.

**SUMMARY OF REQUEST:** The Village of Hinsdale has received a request from ARCON Associates, Inc., on behalf of property owner Hinsdale Township High School District 86 (the "Applicant") for certain variations relative to the replacement and/or construction of new improvements to the existing building known as Hinsdale Central High School located on the Property at 5500 S. Grant Street (the "Application"). The improvements proposed at this time are Phase I of a program of improvements and upgrades to the High School over the next three (3) years. The general scope of Phase I improvements include a natatorium addition, buildings and grounds addition, parking lot reconfigurations and modifications due to loading dock relocation; associated landscaping, artificial turf replacement, tennis court and fencing replacement, running track and fence replacement, separation of storm and sanitary utilities due to Flagg Creek Water Reclamation District requirements, chain-link baseball field backstop and fence replacement, baseball field sports safety netting installation, privacy fencing, soccer field team shelter and press box replacements, emergency generator replacement, and various other ADA and health/life safety improvements on site (collectively, the "Phase I Improvements").

This Property is located in the IB Institutional Buildings Zoning District in the Village of Hinsdale at the southwest corner of Ogden Avenue and Oak Street.

The Applicant has requested variations to the following Sections of the Village Code and Zoning Code of the Village of Hinsdale ("Zoning Code") over which the Village

President and Board of Trustees, upon a recommendation from the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") has final authority:

- to Section 9-104(J)(1)(e)(xi) of the Zoning Code, to allow a reduction in required parking from 882 to 583 spaces (existing parking count is 560, so Phase I Improvements will actually increase the count to 583);
- to Section 9-104(H)(2)(g & i); 9-105(c)(2); 9-107(A)(1&2); 9-107(B) of the Zoning Code, to provide relief from landscape island, ten (10) foot open space buffer, and loading space screening requirements in order to maximize the number of parking spaces on the Property; and
- to Section 9-107(H)(2) of the Zoning Code, to provide relief from the building setback requirements for the construction of two (2) soccer field team shelters and a press box.

Collectively, these variation requests shall be referred to herein as the "Requested Variations."

In addition to the Requested Variations, additional variations over which the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") has final authority were considered. Those variations were:

- to Section 9-12-3(E) of the Village Code, to allow a fence higher than the eight (8) foot limitation on fences in order to provide for the construction of safety netting at the baseball field on the northeast corner of Grant and 57th Street; and
- to Section 9-12-3(D & E) of the Village Code and Section 7-310 of the Zoning Code, to allow a fence higher than the eight (8) foot height limitation on fences and to allow a location for such fences where not otherwise allowed by the setback requirements in order to provide for the like-kind replacement of the existing chain link tennis court fencing, track fencing, baseball field backstop and miscellaneous athletic field fencing; and
- to Section 7-310 of the Zoning Code to allow building height and screening requirements in excess of those allowed by the Zoning Code for the construction of two (2) soccer field team shelters and a press box

Together, these are the "Additional Variations" and, collectively with the Requested Variations, the "Variations". The final decision of the ZBA on the Additional Variations is detailed in a separate Final Decision issued by the ZBA. The collective Variations are all described in more detail in the Application, a copy of which is attached hereto as **Exhibit B** and made a part hereof.

On January 15<sup>th</sup>, 2020, following the conclusion of the public hearing on this matter, the ZBA indicated its approval of the Requested Variations on a vote of six (6) in favor, zero

(0) opposed, and one (1) absent, and directed the preparation of this Findings and Recommendation.

**PUBLIC HEARING:** At the combined public hearing on the Variations, Project Architect Nick Graal testified as the representative of the Applicant on the Variations.

The representative of Applicant reviewed the Variations for the benefit of the ZBA, and how, in the opinion of the Applicant, the standards for Variations had been met.

In terms of the variation for off-street parking and the off-street parking lot and loading zone landscape and screening requirement, the representative of Applicant noted that the Property has been an existing public high school since 1948. The existing parking facilities do not currently have landscape screening or landscape islands, and the current parking lot count does not meet the count requirements. The high school has expanded throughout the years as population and academic needs have grown and changed, but additional land acquisitions are limited and cost prohibitive due to land value in the area. They are proposing an expansion of the southeast parking lot, and proposing alleviation of the landscape and screening requirements in order to maximize the amount of parking provided onsite. Current parking demands outweigh available parking. There is enough parking for staff, but there is a high request for student parking, despite busing being available throughout the District.

None of the Phase I Improvements expand the student population, but are instead addressing current needs of the facility. They are attempting to increase parking to accommodate demand, but cannot provide an increase if required to meet landscape island and other requirements. Meeting the required parking requirements in the Zoning Code would require removal of the junior varsity baseball field, and even then, the Code requirements could not be met. If current facilities are sacrificed to meet parking requirements, the High School will not be able to provide the same level of service to the community as it does today.

A parking garage was not part of the referendum that is funding the Phase I Improvements, and a parking garage may have a severe detrimental impact on surrounding properties. It was noted that the Variations may decrease congestion in the public streets due to the added parking spaces.

The representative of the Applicant then addressed the Variations for tennis court fencing, track fencing, baseball field backstop and fencing and miscellaneous athletic field fencing. All fields are currently fenced; the Variations address replacement of existing fencing. The Applicant also proposes a Variation to allow protective netting in the form of safety sports netting, at the Junior Varsity Baseball Field, to address some community concerns regarding foul balls and home runs. The position of the Junior Varsity Baseball Field on the lot relative to the adjacent properties to the east and south creates a unique physical condition. The safety netting would prevent foul balls from going off-site, and home runs from striking vehicles in the parking lot. The Phase I Improvements will increase the safety

of the area. Fencing materials other than chain-link would prevent viewing the sports activities taking place.

While the Applicant is seeking a Variation for landscape screening, it does intend to provide landscaping to the extent feasible at the perimeter of the parking lot expansion, including about seventeen (17) six-foot (6") tall Arborvitaes.

The Variation for the soccer field accessory structures was also addressed. The existing physical layout of the site presents design challenges, as does the existing water tower public utility on-site. Grading issues prevent shifting the soccer field any further east. The only practical solution is to replace the player shelters and press box in their current locations within the setback. Better quality materials matching the aesthetic of the softball field are proposed. The structures are screened by existing, very tall evergreen trees and grading on the east end portion of the site. A height Variation is sought to allow the press box to be nineteen (19) feet tall, which, according to the representative of the Applicant, is a pretty standard height for site lines from a press box.

During his presentation, the representative of the Applicant answered various questions posed by the members of the ZBA.

John Ochoa of 5620 S. Washington was present to express general support for the Variations. His home abuts the east side of the teacher's parking lot. He stated that the Variations are more appealing than the alternatives necessary to meet Code.

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

Members discussed the Requested Variations and agreed that the standards for variations set forth in 11-503(F) of the Hinsdale Zoning Code had been met. Motions to approve the Requested Variations were made by Member Alesia and seconded by Member Engel.

**AYES:** Members Moberly, Murphy, Podliska, Alesia, Engel,  
Chairman Neiman

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Member Giltner

**FINDINGS:** The following are the Findings of the ZBA relative to the Requested Variations:

1. *General Standard: Carrying out the strict letter of the provisions of the Zoning Code would create a particular hardship or a practical difficulty, based on satisfaction of the standards below:*

2. *Unique Physical Condition: The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot. The Property is landlocked and there are limited opportunities for expansion. All members agree that the long-existing precode school structure on the Property, along with the physical layout of the structures, athletic fields, uses and parking on the Property, proximity of the use to the adjacent neighbors, safety concerns, and landlocked nature of the Property, are driving the request for the Requested Variations and create a unique physical condition. The Requested Variations in some cases concern like-kind replacements of existing fences and other structures.*

3. *Not Self-Created: The unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no compensation was paid. The need for the Requested Variations is not self-created, and is in part driven by the existing physical conditions present on the Property, and the landlocked nature of the Property. The ZBA finds this standard to have been met.*

4. *Denied Substantial Rights: The carrying out of the strict letter of the provisions from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision. In this case, requiring the Applicant to conform to the provisions of the Zoning Code for which relief is sought would cause the loss of various on-site amenities to the community provided by Applicant, and would negatively impact both the neighbors and the Applicant's ability to serve the community. The proposed parking expansion will actually decrease the extent of an existing non-conformity in the same manner as other comparable schools.*

5. *Not Merely Special Privilege: The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation. The Variations are not sought to make more money from use of the Property, but are instead*

sought in order to make necessary improvements to the Property without negatively impacting site conditions and adjacent neighbors.

6. *Code And Plan Purposes:* The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan. The Variations are consistent with the existing use. The ZBA found this standard to have been met.

7. *Essential Character Of The Area:* The variation would not result in a use or development on the subject property that:

(a) would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or (b) would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (c) would substantially increase congestion in the public streets due to traffic or parking; or (d) would unduly increase the danger of flood or fire; or (e) would unduly tax public utilities and facilities in the area; or (f) would endanger the public health or safety.

The granting of the Requested Variations will allow needed improvements to occur at the Property, without negatively impacting existing site amenities or adjacent neighbors. The building, fields, fencing and other structures already exist, and the utilities are already in place. The Requested Variations will not endanger the public health or safety.

8. *No Other Remedy:* There is no means other than the requested variations by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property. Limited options exist at this landlocked site. The ZBA finds this standard to have been met.

#### **RECOMMENDATION:**

Based on the Findings set forth above, the ZBA, by a vote of six (6) in favor, zero (0) opposed and one (1) absent, recommends to the President and Board of Trustees that the following Requested Variations, as described in the Application, a copy of which is attached hereto as Exhibit B and made a part hereof, relative to construction of the Phase I Improvements located in the IB Institutional Building Zoning District at 5500 S. Grant Street, be GRANTED:

- to Section 9-104(J)(1)(e)(xi) of the Zoning Code, to allow a reduction in required parking from 882 to 583 spaces (existing parking count is 560, so Phase I Improvements will actually increase the count to 583);



- to Section 9-104(H)(2)(g & i); 9-105(c)(2); 9-107(A)(1&2); 9-107(B) of the Zoning Code, to eliminate the landscape island, ten (10) foot open space buffer and screening requirements in the existing/modified parking lot west of Grant Street, existing parking lot east of Grant Street and the new parking lot extension east of Grant Street, and eliminate the loading space screening requirements, all in order to maximize the number of parking spaces on the Property; and
- to Section 9-107(H)(2) of the Zoning Code, to provide relief from the building setback requirements for the construction of two (2) soccer field team shelters and a press box in a corner yard setback.

Signed: \_\_\_\_\_  
Robert Neiman, Chair  
Zoning Board of Appeals  
Village of Hinsdale

Date: \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

**PARCEL I:** LOTS 1 AND 2, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL II:** THE EAST 350 FEET OF THE NORTH HALF OF THE NORTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL III:** THE EAST 350 FEET OF THE SOUTH HALF OF THE NORTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL IV:** THE NORTH HALF OF LOT 3 (EXCEPT THE EAST 350 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL V:** THE SOUTH HALF OF THE NORTH HALF (EXCEPT THE EAST 350 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL VI:** THE SOUTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND

THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL VII:** THE NORTH HALF OF LOT 4, (EXCEPT THE EAST 200 FEET THEREOF) IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL VIII:** LOT 1, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL IX:** LOT 5, (EXCEPT THE EAST 150 FEET THEREOF), IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL X:** THE WEST 75 FEET OF THE EAST 150 FEET OF LOT 5, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL XI:** THE EAST 75 FEET OF LOT 5, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF

SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL XII:** THE EAST 60 FEET OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL XIII:** THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 33 FEET THEREOF, IN DUPAGE COUTNY, ILLINOIS

**PARCEL XIV:** LOTS 11 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 2, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**COMMONLY KNOWN AS:** 5500 South Grant Street, Hinsdale, Illinois

**PINS:** 09-13-100-017, 09-13-100-008, 09-13-100-011, 09-13-100-012, 09-13-100-013, 09-13-100-014, 09-13-100-015 & 09-13-101-027

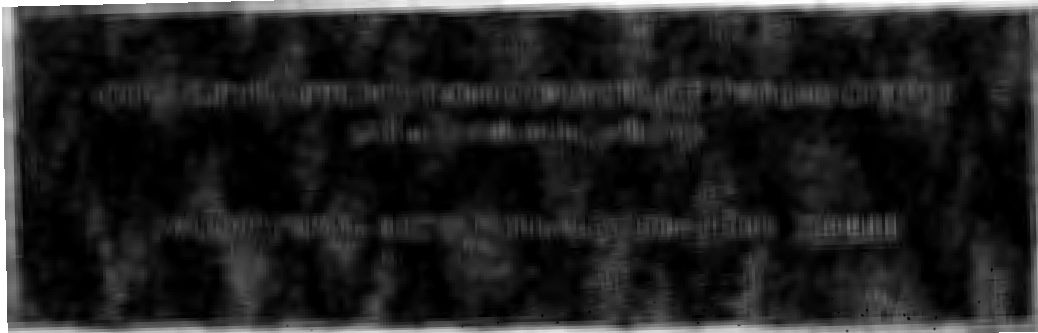
**EXHIBIT B**

**APPLICATION FOR VARIATIONS**



Zoning Calendar No. V-05-19

**VILLAGE OF HINSDALE**  
**APPLICATION FOR VARIATION**



NAME OF APPLICANT(S): ARGON Associates, Inc  
Nicholas Graal, Project Architect

ADDRESS OF SUBJECT PROPERTY: Hinsdale Central High School  
5500 South Grant Street

TELEPHONE NUMBER(S): 630-495-1900

If Applicant is not property owner, Applicant's relationship to property owner.  
District Architect

DATE OF APPLICATION: November 11, 2019

## SECTION I

Please complete the following:

1. Owner. Name, address, and telephone number of owner: Hinsdale Township  
High School District 86  
5500 South Grant Street, Hinsdale, Illinois 60521, 630-655-6100
2. Trustee Disclosure. In the case of a land trust the name, address, and telephone number of all trustees and beneficiaries of the trust: Not Applicable
3. Applicant. Name, address, and telephone number of applicant, if different from owner, and applicant's interest in the subject property: ARCON Associates, Inc., 2050 S. Finely Road, Suite 40, Lombard, Illinois 60148  
630-495-1900, District Architect
4. Subject Property. Address and legal description of the subject property: (Use separate sheet for legal description if necessary.) See Attachment 'A'
5. Consultants. Name and address of each professional consultant advising applicant with respect to this application:
  - a. Attorney: Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP  
3030 Salt Creek Lane, Suite 202, Arlington Heights, Illinois 60005
  - b. Engineer: Eriksson Engineering Associates, LTD.  
145 Commerce Drive, Suite A, Grayslake, Illinois 60030
  - c. Owner's Representative: Cotter Consulting  
745 McClintock Drive, Suite 130, Burr Ridge, Illinois 60527
  - d. Construction Manager: Pepper Construction  
411 Lake Zurich Road, Barrington, Illinois 60010



6. Village Personnel. Name and address of any officer or employee of the Village with an interest in the Owner, the Applicant, or the Subject Property, and the nature and extent of that interest:

Steve Cashman, Hinsdale IL, Chair of Village of Hinsdale Plan Commission,  
a. School District 86 Facilities Committee Member

b. \_\_\_\_\_

7. Neighboring Owners. Submit with this application a list showing the name and address of each owner of (1) property within 250 lineal feet in all directions from the subject property; and (2) property located on the same frontage or frontages as the front lot line or corner side lot line of the subject property or on a frontage directly opposite any such frontage or on a frontage immediately adjoining or across an alley from any such frontage. See Attachment 'B'

After the Village has prepared the legal notice, the applicant/agent must mail by certified mail, "return receipt requested" to each property owner/ occupant. The applicant/agent must then fill out, sign, and notarize the "Certification of Proper Notice" form, returning that form and all certified mail receipts to the Village.

8. Survey. Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property.  
Survey attached
9. Existing Zoning. Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property.  
Site Plan attached and see attachment 'F'
10. Conformity. Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval despite such lack of conformity.  
See Attachment 'C'
11. Zoning Standards. Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance establishes as a condition of, or in connection with, the approval being sought.  
See Attachment 'C'
12. Successive Application. In the case of any application being filed less than two years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.  
See Attachment 'C'

## SECTION II

When applying for a variation from the provisions of the Zoning Ordinance, you must provide the data and information required above, and in addition, the following:

1. Title. Evidence of title or other interest you have in the Subject Project, date of acquisition of such interest, and the specific nature of such interest.

See Attachment 'D'

2. Ordinance Provision. The specific provisions of the Zoning Ordinance from which a variation is sought:

See Attachment 'E'

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3. Variation Sought. The precise variation being sought, the purpose therefor, and the specific feature or features of the proposed use, construction, or development that require a variation: (Attach separate sheet if additional space is needed.)

See Attachment 'E'

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4. Minimum Variation. A statement of the minimum variation of the provisions of the Zoning Ordinance that would be necessary to permit the proposed use, construction, or development: (Attach separate sheet if additional space is needed.)

See Attachment 'E'

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5. Standards for Variation. A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:

- (a) Unique Physical Condition. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.
- (b) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.
- (c) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.
- (d) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.
- (e) Code and Plan Purposes. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
- (f) Essential Character of the Area. The variation would not result in a use or development of the Subject Property that:
  - (1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or
  - (2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
  - (3) Would substantially increase congestion in the public streets due to traffic or parking; or

- (4) Would unduly increase the danger of flood or fire; or
- (5) Would unduly tax public utilities and facilities in the area; or
- (6) Would endanger the public health or safety.
- (g) No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project.  
(Attach separate sheet if additional space is needed.)

See Attachment 'E'

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### SECTION III

In addition to the data and information required pursuant to any application as herein set forth, every Applicant shall submit such other and additional data, information, or documentation as the Village Manager or any Board of Commission before which its application is pending may deem necessary or appropriate to a full and proper consideration and disposition of the particular application.

1. A copy of preliminary architectural and/or surveyor plans showing the floor plans, exterior elevations, and site plan needs to be submitted with each copy of the zoning petitions for the improvements.  
Plans Attached.
2. The architect or land surveyor needs to provide zoning information concerning the existing zoning; for example, building coverage, distance to property lines, and floor area ratio calculations and data on the plans or supplemental documents for the proposed improvements.

See Attachment 'F' and Site Plan

## SECTION IV

1. Application Fee and Escrow. Every application must be accompanied by a non-refundable application fee of \$250.00 plus an additional \$600.00 initial escrow amount. The applicant must also pay the costs of the court reporter's transcription fees and legal notices for the variation request. A separate invoice will be sent if these expenses are not covered by the escrow that was paid with the original application fees.
2. Additional Escrow Requests. Should the Village Manager at any time determine that the escrow account established in connection with any application is, or is likely to become, insufficient to pay the actual costs of processing such application, the Village Manager shall inform the Applicant of that fact and demand an additional deposit in an amount deemed by him to be sufficient to cover foreseeable additional costs. Unless and until such additional amount is deposited by the Applicant, the Village Manager may direct that processing of the application shall be suspended or terminated.
3. Establishment of Lien. The owner of the Subject Property, and if different, the Applicant, are jointly and severally liable for the payment of the application fee. By signing the application, the owner has agreed to pay said fee, and to consent to the filing and foreclosure of a lien against the Subject Property for the fee plus costs of collection, if the account is not settled within 30 days after the mailing of a demand for payment.

## SECTION V

The owner states that he/she consents to the filing of this application and that all information contained herein is true and correct to the best of his/her knowledge.

Name of Owner:

Tammy Prentiss, Superintendent

Signature of Owner:

Tammy Prentiss

Name of Applicant:

Nicholas Grant, Project Architect

Signature of Applicant:

[Signature]

Date:

11/5/19

**ATTACHMENT A**

Hinsdale Township High School District 86

Hinsdale Central High School

5500 S. Grant Street, Hinsdale, Illinois 60521

**PARCEL I:**

LOTS 1 AND 2, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL II:**

THE EAST 350 FEET OF THE NORTH HALF OF THE NORTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL III:**

THE EAST 350 FEET OF THE SOUTH HALF OF THE NORTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL IV:

THE NORTH HALF OF THE NORTH HALF OF LOT 3 (EXCEPT THE EAST 350 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL V:

THE SOUTH HALF OF THE NORTH HALF (EXCEPT THE EAST 350 FEET THEREOF) OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL VI:

THE SOUTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL VII:

THE NORTH HALF OF LOT 4 (EXCEPT THE EAST 200 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL VIII:

LOT 1, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED APRIL 16, 1946 AS DOCUMENT NO. 495827, IN DUPAGE COUNTY, ILLINOIS.

PARCEL IX:

LOT 5 (EXCEPT THE EAST 150 FEET THEREOF), IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED APRIL 16, 1946 AS DOCUMENT NO. 495827, IN DUPAGE COUNTY, ILLINOIS.

PARCEL X:

THE WEST 75 FEET OF THE EAST 150 FEET OF LOT 5, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED APRIL 16, 1946 AS DOCUMENT NO. 495827, IN DUPAGE COUNTY, ILLINOIS.

PARCEL XI:

THE EAST 75 FEET OF LOT 5, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED APRIL 16, 1946 AS DOCUMENT NO. 495827, IN DUPAGE COUNTY, ILLINOIS.



PARCEL XII:

THE EAST 60 FEET OF THE SOUTH HALF OF LOT 4, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL XIII:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 33 FEET THEREOF, IN DUPAGE COUNTY, ILLINOIS.

PARCEL XIV:

LOTS 11 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 2, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

ATTACHMENT B

Central • 2501c Dallas Campus Office

OWNER	PROPERTY STREET NUMBER	PROPERTY STREET DIRECTION	PROPERTY STREET NAME	PROPERTY APARTMENT	PROPERTY CITY	PROPERTY ZIP CODE
00121320070	PHILIP; RICHARD KATHLEEN	217	W	55TH ST	HINDSDALE	60521
00121320079	YIM; SHAMIN TH	944	S	GRANT ST	HINDSDALE	60521
00121320088	BEHNHUTZ JR TH; BT & C	302	W	57TH ST	HINDSDALE	60521
00121320093	CHENG CHI	5703		FOXGATE LN	HINDSDALE	60521
00121320104	WILLIAMS; ERIC BELIZARETH	348	S	VINE ST	HINDSDALE	60521
00121320127	SCHOOL DISTRICT NO 86			55TH ST	HINDSDALE	60521
00121320146	NEWBERRY TR; CAROL	318	W	57TH ST	HINDSDALE	60521
00121320194	FITCHER; ERIC & ANN	5704		FOXGATE LN	HINDSDALE	60521
00121320215	HINDSDALE TOWNSHIP DIST #6	305	W	57TH ST	HINDSDALE	60521
00121320235	MULLEN; KATHLEEN TR	37		FOXGATEWAY CT	HINDSDALE	60521
00121320305	ALL; HEART & RUSSELL	8707		FOXGATE LN	HINDSDALE	60521
00121320392	FOURATE LTD HOMEOWNERS			57TH ST	HINDSDALE	60521
00121320407	QATRA REAL ESTATE LLC	945	S	VINE ST	HINDSDALE	60521
00121320496	RADAWI; DANIA	3508		FOXGATE LN	HINDSDALE	60521
00121320518	KUO; JIM FAJEN & MAAP	518	S	GRANT ST	HINDSDALE	60521
00121320606	HANAU; J & JACKIE	337	S	VINE ST	HINDSDALE	60521
00121320635	SCHOOL DISTRICT NO 86			55TH ST	HINDSDALE	60521
00121320135	GAO; GUIFANG & YANG	5708	S	GRANT ST	HINDSDALE	60521
00121320130	HAMPIONS OF HILLS NEST ASSO			WASHINGTON ST	HINDSDALE	60521
00121320015	VILLAGE OF HINDSDALE			57TH ST	HINDSDALE	60521
00121320014	BOARD OF EDUCATION #6		W	57TH ST	HINDSDALE	60521
00121320005	CARRON; RICHARD & ALICIA	981		VINE ST	HINDSDALE	60521
00121320003	BURNS; CURT & JENNIFER	993		GRANT ST	HINDSDALE	60521
00121320047	DAPP; SUDER & J DAU	316	W	57TH ST	HINDSDALE	60521
00121320022	RESMANTAS-SAMP; JAIL & M	943	S	GRANT ST	HINDSDALE	60521
00121320012	GRAY; HILTON & ASHLIN	982	S	VINE ST	HINDSDALE	60521
00121320007	STRACHE; DAVID & KATHARINE	5701		FOXGATE LN	HINDSDALE	60521
00121320001	HINDSDALE TOWNSHIP DIST #6	313	W	57TH ST	HINDSDALE	60521
00121320005	CHICAGO TITLE HYM242	5701		GRANT ST	HINDSDALE	60521
00121320007	SCHOOL DISTRICT NO 86			57TH ST	HINDSDALE	60521
00121320006	CHENG; KENNETH & DEBORAH	5705		FOXGATE LN	HINDSDALE	60521
00121320005	ATG TRUST CO TR 1013-013	5706		FOXGATE LN	HINDSDALE	60521
00121320007	STEAK; LEO & JACQUELINE	943		ALLAMEN AVE	HINDSDALE	60521
00121320002	HINDSDALE TOWNSHIP DIST #6	313	W	57TH ST	HINDSDALE	60521
00121320007	GURRY; RICHARD & EILEEN	5703		FOXGATE LN	HINDSDALE	60521
00121320004	ROSTROS; SAM F	310	W	57TH ST	HINDSDALE	60521
00121320004	MAHNS; W & B KATHLEEN			GRANT ST	HINDSDALE	60521
00121320001	LOWENTHAL; JOSEPH ANN	30	W	57TH ST	HINDSDALE	60521
00121320007	CAD; SHUMIN	992		GRANT ST	HINDSDALE	60521
00121320006	VILLAGE OF HINDSDALE			MADISON ST	HINDSDALE	60521
00121320003	VAUGHAN; ANN L	940	S	VINE ST	HINDSDALE	60521
00121320006	CHICAGO TITLE HYM242	5701		GRANT ST	HINDSDALE	60521
00121320007	SHARMA; VINAY K	1570795	W	57TH ST	HINDSDALE	60521
00121320005	ZUSKO; MAURICE & DANIA TR	947		ALLAMEN AVE	HINDSDALE	60521
00121320001	CHICAGO TRUST CO DEV-4087	8717		FOREST AVE	HINDSDALE	60521
00121320009	KOZLOV; YEROFIM	5700		FOXGATE LN	HINDSDALE	60521
00121320009	KALIN; BETTY L	5734		FOXGATE LN	HINDSDALE	60521
00121320000	HARRIS; GAIL & GARY	5708		FOXGATE LN	HINDSDALE	60521
00121320000	COZA; FLOREN & DANIELA	5711		FOXGATE LN	HINDSDALE	60521
00121320002	HANDOLI; ANTHONY & M	5715		FOXGATE LN	HINDSDALE	60521
00121320008	GRANTHUS; JERRY W	5722		FOXGATE LN	HINDSDALE	60521
00121320007	PARAT; ABIGAIL TRUST	5720		FOXGATE LN	HINDSDALE	60521
00121320009	MARTIN; GERALD & LESLIE	323	W	57TH ST	HINDSDALE	60521
00121320005	MURPHY; DEAN MATTHEW J & A	5639		THURLOW ST	HINDSDALE	60521
00121320005	LARSON; SCOTT & STEVEN	991		ALLAMEN AVE	HINDSDALE	60521
00121320010	FU; HANS X & S YEN	318	W	57TH ST	HINDSDALE	60521
00121320006	JENNIE; RUSSELL A	947	S	MADISON ST	HINDSDALE	60521
00121320041	CHICAGO TITLE 8002377724	941	S	THURLOW ST	HINDSDALE	60521
00121320008	SCHOOL DISTRICT #6	317	W	57TH ST	HINDSDALE	60521
00121320007	TURNER; D L L-12232	3141		MADISON ST	HINDSDALE	60521
00121320023	GUJHARI; REBECCA S	557	W	57TH ST	HINDSDALE	60521
00121320029	CULLIGRAN; DAVID E	5653		THURLOW ST	HINDSDALE	60521
00121320042	ADAMS; RUSSELL	917	S	THURLOW ST	HINDSDALE	60521
00121320074	LEVITT; MICHAEL D	5544	S	MADISON ST	HINDSDALE	60521
00121320016	BATTAGLIA; STEPHANIE TR	913	S	MADISON ST	HINDSDALE	60521
00121320020	CHICAGO TITLE 8002376547	504	W	56TH ST	HINDSDALE	60521
00121320050	RISHMAN; RICHARD W	5612	S	MADISON ST	HINDSDALE	60521
00121320013	HARRIS; MATTHEW & JANET	923		ALLAMEN AVE	HINDSDALE	60521
00121320022	1ST BK DAX PARK TR4777			MADISON ST	HINDSDALE	60521
00121320021	ADAMS; M & B MANSUETI	8990	S	MADISON ST	HINDSDALE	60521
00121320012	DANG; WUJONG & YAN GUO	5828	S	MADISON ST	HINDSDALE	60521
00121320020	DEMIRHAN; D & C DRIBOT	5559	S	THURLOW ST	HINDSDALE	60521
00121320023	YANG; DONALD & FEN HE TR	5662	S	MADISON ST	HINDSDALE	60521
00121320073	MC CURRY; MICHAEL & ANNY	5636	S	MADISON ST	HINDSDALE	60521
00121320009	STEVENS; JIM & JUDY	5649	S	THURLOW ST	HINDSDALE	60521
00121320005	KRASKA TR; DONALD & J	809	S	MADISON ST	HINDSDALE	60521
00121320021	FLOPPOLO; BILL & NAOMA	5670	S	MADISON ST	HINDSDALE	60521
00121320004	BELECK; T & AN KOZAK TR	926	W	57TH ST	HINDSDALE	60521
00121320001	KOZLOV; NEELMOA S TR	310	W	57TH ST	HINDSDALE	60521
00121320027	PECKHA; MICHAEL APATRICIA	5668	S	ANDREW ST	HINDSDALE	60521
00121320040	SOULIER; DAVID R	954	S	ANDREW ST	HINDSDALE	60521
00121320007	HOFMAN; JEFF & C WADNER	5603		THURLOW ST	HINDSDALE	60521
00121320005	LEE PROSLY TR	312	W	57TH ST	HINDSDALE	60521
00121320014	MCNICH; BERNARD & ANN	316	S	ALLAMEN AVE	HINDSDALE	60521
00121320008	WALSH; JOHN V	5104	S	MADISON ST	HINDSDALE	60521
00121320026	HASSAN; MOHAMMAD	5649	S	MADISON ST	HINDSDALE	60521
00121320006	DYER; ROBERT J & ANOREA	5627	S	THURLOW ST	HINDSDALE	60521
00121320014	1ST BK OAK PARK T3554			MADISON ST	HINDSDALE	60521
00121320019	VERHEIJEN HOMES LLC		S	MADISON ST	HINDSDALE	60521
00121320032	AMN TR & JVH TR	922		ALLAMEN AVE	HINDSDALE	60521

## ATTACHMENT C

### Section I

#### 9. Existing Zoning:

Subject Property is Zoned IB and is surrounded by the following zoning districts.

- a. North of Subject Property: R-2 to the Northeast and R-4 to the Northwest.
- b. East of Subject Property: R-3.
- c. South of Subject Property: R-3 to the Southeast and Southwest, R-5 to the South.
- d. West of Subject Property: R-6 and unincorporated DuPage County.
- e. See attached graphic representation (ARCON).

#### 10. Conformity:

The Subject Property is currently zoned IB-Institution Building District, of which, buildings owned by a public body is a permitted use. The Subject Property is currently in conformity with Village Comprehensive plan and the Official Map zoned use and will continue to be in conformity if the approval requested is granted.

#### 11. Zoning Standards:

On April 2, 2019, the voters of District 86 approved a bond proposition in the amount of \$139.8 million that will enable the District to make critical improvements and upgrades to the facilities at Hinsdale Central High School over the next three years. This application is specifically for Phase I of these improvements only. Under separate cover, the District will submit applications to the Village of Hinsdale concerning the future phases. Work in future phases has been generally shown on the site plans submitted herewith for informational purposes only.

The general scope of Phase I work at Hinsdale Central High School for which the District is seeking variation is as follows: a natatorium addition; buildings and grounds addition; parking lot reconfigurations and modifications due to loading dock relocation; associated landscaping; artificial turf replacement; tennis court and fencing replacement; running track and fence replacement; separation of storm and sanitary utilities due to Flagg Creek Water Reclamation District requirements; chain-link baseball field backstop and fence replacement, baseball field sports safety netting installation; privacy fencing; soccer field team shelter and press box replacements, emergency generator replacement, and various other ADA and health/life safety improvements on-site.

Phase I construction is tentatively scheduled to begin in the spring of 2020. Later phases are tentatively scheduled to begin in the spring of 2021.

The following Zoning Ordinance standards will be followed for the IB-Institutional Building District (Sec. 7-302):

(Sec. 7-310)

Minimum Lot Area: 350,000 SF, Width 200 FT x DEPTH 250 FT

Lot Area West of Grant Street: 1,501,284 SF

Lot Area East of Grant Street: 374,657 SF

Maximum Floor Area Ratio: .50 (750,642 SF west of Grant Street) allowed.

Maximum Height: 40'-0", increase remote from single family districts 1'-0" for every 5'-0" over a 25'-0" setback for a maximum of 10'-0". Therefore, maximum height is 50'-0" when 75'-0" or more from single family districts.

Proposed pool addition is 48'-0" (more than 75' from single family)

Setbacks: Front & Corner Yards: 35', Other yards: 25'

Proposed setbacks of additions are in excess of the requirements.

(Title 9, Chapter 12 Sec. 9-12-3)

Fences

(Sec. 7-310, E, 2)

Accessory Structure height Limitation: 15' from grade.

(Sec. 9-101, D, 1)

Accessory Storage Structure will not exceed 10% of either the floor area or the volume of the principal structure.

(Sec. 9-104)

Off Street Parking Requirements

(Sec. 9-104, I, 6)

Exemption for Institutional Uses, stall dimensions reduced by one-half foot in width (typical stall dimensions in new parking lots is 8'-6"(W)x 18'-0"(L).

(Sec. 9-105)

Off Street Loading Requirements.

(Sec. 9-106)

Signs

(Sec. 9-107)

Buffers and Landscaping

(Sec. 9-107, G)


New mechanical rooftop equipment will be fully screened.

See Zoning Code Matrix on the Site Plan sheet for further information.

**12. Successive Application:**

To the best of the applicant's knowledge there has been no prior application seeking essentially the same relief contained herewith.

## ATTACHMENT D

 <b>First American</b> <b>Commitment</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b> File No: 2977574
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## COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

## NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

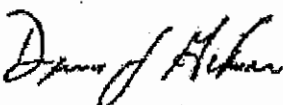
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

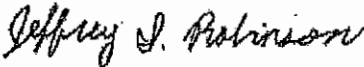
## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**


Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.*

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Form 50000317 (4-24-18)	Page 1 of 16	ALTA Commitment for Title Insurance (8-1-16) Illinois
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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.*

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**First American**

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 2977574

### Transaction Identification Data for reference only:

First American Title Insurance Company - Metro Commercial Title e-mail: cmcc.il@firstam.com  
Center

27775 Diehl Rd, Warrenville, IL 60555

Phone: (866)563-7707

Commitment No.: 2977574

Property Address: 5500 S. Grant Street, Hinsdale, IL 60521

Revision Date: July 18, 2019; July 23, 2019

Escrow e-mail: figures.il@firstam.com

Customer Reference:

### SCHEDULE A

1. Commitment Date: June 25, 2019 8:00 AM
2. Policies to be Issued:
  - (a) ALTA® Owner's Policy  
Proposed Insured: None  
Proposed Policy Amount: \$0.00
  - (b) ALTA® Loan Policy  
Proposed Insured: NONE  
Proposed Policy Amount: NONE
3. The estate or interest in the Land described or referred to in this Commitment is

#### Fee Simple

4. The Title is, at the Commitment Date, vested in:

Board of Education Hinsdale Township High School District No. 86, as to Parcel I;

Trustees of Schools of Township 38, North Range 11 East, DuPage County, Illinois, as to Parcels II and III;

Trustees of Schools of Township Thirty-eight North, Range Eleven, East of the Third Principal Meridian, in DuPage County, Illinois, an Illinois corporation, as to Parcel IV;

County Board of School Trustees of DuPage County, Illinois for the use and benefit of Hinsdale Township High School District #86, DuPage and Cook Counties, Illinois, as to Parcel V;

County Board of School Trustees of DuPage County, Illinois, for the use and benefit of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois, as to Parcel VI;

County Board School Trustees of DuPage County, Illinois, for the use and benefit of Hinsdale Township High School District Number 86, DuPage and Cook Counties, Illinois, as to Parcel VII, and Lots 11, 12, 13 and 15 of Parcel XIV;

Board of Education of Hinsdale Township High School District 86, DuPage and Cook Counties, as to Parcel

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VIII;

Hinsdale Township High School District #86, as to Parcel IX;

Board of Education, Hinsdale Township High School, District 86 of DuPage and Cook Counties, as to Parcel X;

Board of Education, Hinsdale Township High School District 86, as to Parcel XI;

Board of Education Hinsdale Township High School Dist. 86, DuPage and Cook Counties, IL, as to Parcel XII;

Board of Education Hinsdale Township High School District Number Eighty-six (86), as to Parcel XIII;

County Board of School Trustees of DuPage County, Illinois for the use and benefit of Hinsdale Township High School District Number #86, as to Lot 14 of Parcel XIV;

Trustees of Schools of Township No. 38 North, Range 11 East of the Third Principal Meridian, for the use and benefit of Hinsdale Township High School District Number 86, DuPage and Cook Counties, Illinois, as to Lot 16, Parcel XIV;

Trustees of Schools of Township No. 38 North, Range No. 11 East, for the use and benefit of School District Number 86 of DuPage and Cook Counties, Illinois, as to Lot 17 of Parcel XIV;

Trustees of Schools of Township No. 38 North, Range No. 11 East, for the use and benefit of School District Number 86 of DuPage County, Illinois, as to Lot 18 of Parcel XIV;

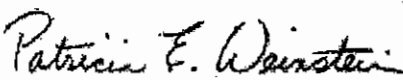
Trustees of Schools of Township No. 38 North, Range No. 11 East, for the use and benefit of School District Number 38 of DuPage and Cook Counties, Illinois, as to Lot 19 of Parcel XIV;

and

Trustees of Schools of Township No. 38 North, Range No. 11, East of the Third Principal Meridian, DuPage County, Illinois, for the use and benefit of Hinsdale Township High School district Number 86, DuPage and Cook Counties, Illinois, as to Lot 20 of Parcel XIV

5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

***First American Title Insurance Company***

By:   
Authorized Countersignature

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**First American**

## **Schedule BI & BII**

### **ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: 2977574

Commitment No.: 2977574

#### **SCHEDULE B, PART I**

##### **Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

#### **SCHEDULE B, PART II**

##### **Exceptions**


THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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	<b>First American</b> <b>Schedule BI &amp; BII (Cont.)</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b> File No: 2977574
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Commitment No.: 2977574

**SCHEDULE B, PART II**  
**Exceptions (Continued)**

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by Public Records.
3. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 III. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
7. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax identification no.: 09-13-100-017  
 (Affects Parcels I through VII)

**Note for informational purposes 2018 taxes:**

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019)  
 2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019 )

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

8. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax identification no.: 09-13-100-008  
 (Affects Parcel VIII)

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Form 50000317 (4-24-18)	Page 7 of 16	ALTA Commitment for Title Insurance (8-1-16) Illinois
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**Note for informational purposes 2018 taxes:**

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2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019 )

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

9. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax Identification no.: 09-13-100-011  
(Affects Parcel IX)

**Note for informational purposes 2018 taxes:**

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019)  
2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019 )

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

10. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax Identification no.: 09-13-100-012  
(Affects Parcel X)

**Note for informational purposes 2018 taxes:**

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019)  
2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019 )

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

11. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax Identification no.: 09-13-100-013  
(Affects Parcel XI)

**Note for informational purposes 2018 taxes:**

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019)  
2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019 )

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

12. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax Identification no.: 09-13-100-014  
(Affects Parcel XII)

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**Note for informational purposes 2018 taxes:**

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019)  
2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019 )

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

13. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax Identification no.: 09-13-100-015  
(Affects Parcel XIII)

**Note for informational purposes 2018 taxes:**

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019)  
2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019 )

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

14. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax Identification no.: 09-13-101-027  
(Affects Parcel XIV)

**Note for informational purposes 2018 taxes:**

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019)  
2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019 )

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

15. We should be furnished with evidence of payment of charges to the Sanitary District as noted herein through the month of closing.
16. We should be furnished with evidence of payment of Special Service Area charges. If paid through the real estate tax bill, please provide a copy of the detailed tax bill reflecting SSA as a line item.
17. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
18. We should be provided evidence of appropriate compliance with Illinois Statutes regarding the purchase/sale of the land by the Board of Education Hinsdale Township High School District No. 86, as to Parcel I; Trustees of Schools of Township 38, North Range 11 East, DuPage County, Illinois, as to Parcels II and III; County Board of School Trustees of DuPage County, Illinois for the use and benefit of Hinsdale Township High School District #86, DuPage and Cook Counties, Illinois, as to Parcel V; County Board of School Trustees of DuPage County, Illinois, for the use and benefit of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois, as to Parcel VI; County Board School Trustees of DuPage County, Illinois, for the use and benefit of Hinsdale Township High School District Number 86, DuPage and Cook Counties, Illinois, as to Parcel VII, and

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Lots 11, 12, 13 and 15 of Parcel XIV; Board of Education of Hinsdale Township High School District 86, DuPage and Cook Counties, as to Parcel VIII; Hinsdale Township High School District #86, as to Parcel IX; Board of Education, Hinsdale Township High School, District 86 of DuPage and Cook Counties, as to Parcel X; Board of Education, Hinsdale Township High School District 86, as to Parcel XI; Board of Education Hinsdale Township High School Dist. 86, DuPage and Cook Counties, IL, as to Parcel XII; Board of Education Hinsdale Township High School District Number Eighty-six (86), as to Parcel XIII; County Board of School Trustees of DuPage County, Illinois for the use and benefit of Hinsdale Township High School District Number #86, as to Lot 14 of Parcel XIV; Trustees of Schools of Township No. 38 North, Range No. 11 East, for the use and benefit of School District Number 86 of DuPage and Cook Counties, Illinois, as to Lot 17 of Parcel XIV; Trustees of Schools of Township No. 38 North, Range No. 11 East, for the use and benefit of School District Number 86 of DuPage County, Illinois, as to Lot 18 of Parcel XIV; Trustees of Schools of Township No. 38 North, Range No. 11 East, for the use and benefit of School District Number 38 of DuPage and Cook Counties, Illinois, as to Lot 19 of Parcel XIV; and Trustees of Schools of Township No. 38 North, Range No. 11, East of the Third Principal Meridian, DuPage County, Illinois, for the use and benefit of Hinsdale Township High School district Number 86, DuPage and Cook Counties, Illinois, as to Lot 20 of Parcel XIV; and Trustees of Schools of Township No. 38 North, Range 11 East of the Third Principal Meridian, for the use and benefit of Hinsdale Township High School District Number 86, DuPage and Cook Counties, Illinois, as to Lot 16, Parcel XIV.

19. Upon a conveyance or mortgage of the land, a certified copy of proper resolutions passed by the authorized representative(s) of Illinois authorizing the execution of the deed of conveyance or mortgage should be furnished.
20. We should be furnished with a certificate of Good Standing from the Illinois Secretary of State for Trustees of Schools of Township Thirty-eight North, Range Eleven, East of the Third Principal Meridian, in DuPage County, Illinois, an Illinois corporation, as to Parcel IV, a Corporation of Illinois.
21. Any lien, or right to a lien in favor of a property manager employed to manage the land. Note: we should be furnished either (a) an affidavit from the owner indicating that there is no property manager employed; or (b) a final lien waiver from the property manager acting on behalf of the owner.
22. Existing unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.
23. Note: If any contemplated deed of conveyance of the land is exempt from the operation of the provisions of paragraph 1(a) of 765 ILCS 205/1, the plat act, such deed should be accompanied by a proper affidavit establishing to the satisfaction of the recorder of deeds of DuPage County, Illinois, that the conveyance is so exempt. If said conveyance is not so exempt, compliance should be had with the provisions of said paragraph 1(a).
24. It appears that the land described herein lies within the municipal boundaries of Hinsdale, please contact the municipality for any requirements which must be complied with prior to closing. The municipal phone number may be found at [www.firstam.com/title/il](http://www.firstam.com/title/il) under Products and Resources, then Forms and Documents, then Municipal Transfer Stamp Requirements.
25. Relative to the deletion of Standard Exceptions 1 through 6, we should be furnished the following:
  - a) A current survey of the land, properly certified to the Company, made in accordance with (i) the accuracy requirements of a survey pursuant to the 'Minimum Standard Detail Requirements for Land Title Surveys' Jointly Established and Adopted by the American Land Title Association and National Society of Professional Surveyors (NSPS) February 23, 2016; and (ii) the Laws of the State of Illinois.

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b) A properly executed ALTA 2006 Loan and Extended Coverage Statement.

26. Note: The premises in question are located within the Flagg Creek Sanitary District which is accepting federal grants for pollution control pursuant to Public Law 92-500. The District must charge user charges separate from ad valorem taxes, which charges may be a continuing lien on the property. Attention is directed to ordinance recorded as document R75-19171.

Note: The Company should be provided with a letter from the Sanitary District stating all fees in connection with said services are paid current through the date of closing. The telephone number is of the Flagg Creek Sanitary District is (630)323-3299.

27. Flagg Creek Water Reclamation District Amended Ordinance No. 756 recorded as document no. R2009-037066 requiring payment of user charges prior to sale or transfer of real estate and further requiring evaluation of connection permits for sales of commercial property, and the terms and conditions contained therein.
28. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
29. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.
30. Rights of the interested parties to the free and unobstructed flow of the waters of the stream which may flow on or through the land.
31. Easements for public utilities, as shown on the plat of subdivision.  
(Affects the East 8 feet of Parcel VIII; the North 5 feet of Parcels IX, X and XI)
32. Terms and conditions of the easement provisions noted on the plat of subdivision.
33. Building setback line(s) as shown on the plat of subdivision.  
(Affects the West 25 feet of Parcel XIV)
34. Agreement for easements for the Village of Hinsdale recorded as document no. 787107 for a cast iron water pipe, and the terms and conditions contained therein.  
  
(Affects Parcels I, II, III and XIII)
35. Easement agreement with the Village of Hinsdale recorded as document no. R91-056252 for the purpose of installing highway improvements, and the terms and conditions contained therein.  
  
(Affects Parcels I, XIII and XIV)
36. Memorandum of grant of easement recorded as document no. R2010-127250, made by and between Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, and the terms and conditions contained therein.  
  
(Affects Parcel XIII)

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37. Memorandum of easement agreement recorded as document no. R2014-052403 made by and between Board of Education of Hinsdale Township High School District 86 and New Cingular Wireless PCS, LLC, and the terms and conditions contained therein.
38. Agreement between the Village of Hinsdale and the Board of Education of School District 86 recorded as document no. R2001-056072 for the regulation of traffic, and the terms and conditions contained therein.
39. Agreement between the Village of Hinsdale and Hinsdale Township High School District 86 recorded as document no. R2019-001680, and the terms and conditions contained therein.
40. The property is subject to restrictions contained in Paragraph 5 of a contract dated October 21, 1997, as disclosed by a Trustee's Deed recorded as document no. R97-183981.

(Affects Parcel VIII)

41. Illinois Environmental Protection Agency Environmental No Further Remediation Letter recorded February 19, 2019 as document number R2019-011437.

Note: Land use restrictions/limitations: None

(Affects Parcels I through VII; XIII and XIV)

42. Ordinance recorded as document no. 603845 annexing property to the Village of Hinsdale, and the terms and conditions contained therein.

(Affects Parcels, I, II, III, IV and XIII)

43. Ordinance recorded as document no. 910424 annexing certain property to the Village of Hinsdale, and the terms and conditions contained therein.

(Affects Parcel XIV)

44. Ordinance No. 093-36 recorded as document no. R93-303069 establishing Special Service Area Number 7, and the terms and conditions contained therein.

45. Ordinance No. 094-3 recorded as document no. R94-022094 establishing Village of Hinsdale Special Service Area No. 7, and the terms and conditions contained therein.

46. Note: The Extended Coverage Endorsement, deleting Standard Exceptions 1 through 6, will be considered for approval upon receipt and review of the requirements referenced herein.

#### Limitation of Liability for Informational Report

**IMPORTANT - READ CAREFULLY:** THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED

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**First American**

## Exhibit A

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 2977574

Commitment File No.: 2977574

The Land referred to herein below is situated in the County of Dupage, State of IL, and is described as follows:

**Parcel I:**

Lots 1 and 2, in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

**Parcel II:**

The East 350 feet of the North half of the North half of Lot 3, in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

**Parcel III:**

The East 350 feet of the South half of the North half of Lot 3, in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

**Parcel IV:**

The North half of the North half of Lot 3 (except the East 350 feet thereof), in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

**Parcel V:**

The South half of the North half (except the East 350 feet thereof) of Lot 3, in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

**Parcel VI:**

The South half of Lot 3, in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

**Parcel VII:**

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The North half of Lot 4 (except the East 200 feet thereof), in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

**Parcel VIII:**

Lot 1, in Penzes Resubdivision of the South half of Lot 4 (except the East 60 feet thereof), in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat of resubdivision recorded April 16, 1946 as document no. 495827, in DuPage County, Illinois.

**Parcel IX:**

Lot 5 (except the East 150 feet thereof), in Penzes Resubdivision of the South half of Lot 4 (except the East 60 feet thereof), in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat of resubdivision recorded April 16, 1946 as document no. 495827, in DuPage County, Illinois.

**Parcel X:**

The West 75 feet of the East 150 feet of Lot 5, in Penzes Resubdivision of the South half of Lot 4 (except the East 60 feet thereof), in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat of resubdivision recorded April 16, 1946 as document no. 495827, in DuPage County, Illinois.

**Parcel XI:**

The East 75 feet of Lot 5, in Penzes Resubdivision of the South half of Lot 4 (except the East 60 feet thereof), in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat of resubdivision recorded April 16, 1946 as document no. 495827, in DuPage County, Illinois.

**Parcel XII:**

The East 60 feet of the South half of Lot 4, in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

**Parcel XIII:**

The East half of the Northwest quarter of the Northwest quarter of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, excepting therefrom the South 33 feet thereof, in DuPage County, Illinois.

**Parcel XIV:**

Lots 11 through 20, both inclusive, in Block 2, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13,

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Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

Note: For informational purposes only, the land is known as :

5500 S. Grant Street  
Hinsdale, IL 60521

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## ATTACHMENT E

### Section II

#### 2. Ordinance Provision:

- a. Sec. 7-310: Bulk, Space and Yard Requirements – Accessory Structures in required corner yard setback.
- b. Sec. 9-101, H, 2, g & i: Screening, Landscaping and Tree Planting Areas.
- c. Sec. 9-104, J, 1, e, xi: Required number of parking spaces for Secondary Schools.
- d. Sec. 9-105, C, 2: Off Street Loading Screening.
- e. Sec. 9-107, A, 1 & 2: Parking Lot Screening and Parking Lot Interior Landscaping.
- f. Sec. 9-107 B: Loading Space screening requirements.
- g. Sec. 9-107, H, 3: Screening for Outdoor Activity Areas.
- h. Title 9, Chapter 12, Sec. 9-12-3, subsection D: Construction Standards (material).
- i. Title 9, Chapter 12, Sec. 9-12-3, subsection E: Protective Fences.

#### 3. Variation Sought:

In regards to Phase 1 additions and renovations to Hinsdale Central High School; the District is seeking the following approvals from the Village of Hinsdale for lack of conformity to the Village's zoning and land use requirements as follows.

##### Quantity of off-street parking:

*General:* Current allocations of the use of land by either buildings or athletic fields limits the ability of the District to add a significant quantity of additional off-street parking stalls. The project in its entirety does not raise the student or staff populations of the building. The additions and renovations are bringing the school's facilities on par with other local peer high school districts' facilities in regards to usability, condition and features. The current quantity of parking stalls on site is 560. The proposed modifications increase this quantity to 583. It would cause undue hardship if the Owner was to conform with the required 882 stalls. Reference Sec. 9-104, J, 1, e, xi.

*Unique Physical Condition:* The Subject Property is an existing public high school. The existing off-street parking counts do not meet current Zoning requirements.

*Not Self-Created:* The Subject Property has been a public high school since 1948 and has been expanded as the population and academic needs have grown in the community since that time. Additional land acquisitions for parking are limited and infeasible due to increased property costs in the area.

*Denied Substantial Rights:* The carrying out of the strict letter of the provision of the zoning code would interfere with the public high school's ability to provide academic, co-curricular and athletic activities on the site.

*Not Merely Special Privilege:* In order to help alleviate parking concerns on-site, the District is providing an addition 23 parking stalls over the existing amount. The addition of any further parking stalls would reduce the area of the site dedicated to buildings, athletic fields, open space and required property line setbacks.

**Code and Plan Purposes:** The Variation sought would not result in a use of the Subject Property that would not be in harmony with the Official Comprehensive Plan or current zoned district of IB Institutional Building.

**Essential Character of the Area:** The variation would not be detrimental to the public welfare and is in character of the existing use of the site. Existing parking stalls will not be reduced. The variation would not impair an adequate supply of light and air to any property in the vicinity. The variation would not substantially increase congestion in the public streets, and would result in an overall modest decrease, due to the extra stalls being provided. The variation would not unduly increase the danger of flood and fire, or unduly tax public utilities and facilities. The Subject Property will comply with the local authorities having jurisdiction in regards to stormwater management of the property. The variation would not endanger the public health or safety of the surrounding properties.

**No Other Remedy:** There is no means other than the requested variation that would permit a reasonable use of the Subject Property. Providing additional parking stalls would result in a reduction of building addition footprints (for academically needed facilities), athletic fields, setbacks, and other open landscaped areas on site.

**Off street parking lot and loading, landscaping and screening requirements:**

**General:** In order to maximize land use and ability to add parking stalls, the District is seeking to eliminate the landscaped parking island, 10' landscaped open space screening requirement and loading-space screening requirement. Currently, the existing parking facilities do not conform to these requirements. To conform with these requirements would result in a reduction of off-street parking stalls in lieu of an increase. Islands would also increase the time needed to clear parking lots of snow and maintain school start times. Reference Secs. 9-104, H, 2 g & i; 9-105, C, 2; 9-107, A, 1 & 2; Sec. 9-107 B.

**Unique Physical Condition:** The Subject Property is an existing public high school. The existing off-street parking lots do not meet current Zoning requirements for landscaping. The existing loading dock will be relocated to accommodate a future phase addition (Fine Arts). The existing loading dock is only screened on three sides.

**Not Self-Created:** The Subject Property has been a public high school since 1948 and has been expanded as the population and academic needs have grown in the community since that time. Additional land acquisitions for parking or loading zones are limited and infeasible due to increased property costs in the area.

**Denied Substantial Rights:** The carrying out of the strict letter of the provision of the zoning code would interfere with the public high school's ability to provide academic, co-curricular and athletic activities on the site.

**Not Merely Special Privilege:** The Subject Property currently does not meet the required number of off-street parking stalls and would be subject to a further decrease if the buffer and landscape requirements are not waived. The relocated loading area is in-set of the site, substantially away from adjacent properties.

**Code and Plan Purposes:** The Variation sought would not result in a use of the Subject Property that would not be in harmony with the Official Comprehensive Plan or current zoned district of IB Institutional Building.

**Essential Character of the Area:** The variation would not be detrimental to the public welfare and is in character of the existing use of the site. Existing parking stalls will not be reduced. Required loading spaces will be provided. Refuse containers will be fully screened. The variation would not impair an adequate supply of light and air to any property in the vicinity. The variation would not substantially increase congestion in the public streets, and would result in an overall modest decrease, due to the extra stalls being provided. The variation would not unduly increase the danger of flood and fire, or unduly tax public utilities and facilities. The Subject Property will comply with the local authorities having jurisdiction in regards to stormwater management of the property. The variation would not endanger the public health or safety of the surrounding properties.

**No Other Remedy:** There is no means other than the requested variation that would permit a reasonable use of the Subject Project. Providing additional landscaping and buffers would result in a reduction of parking lot stalls, building addition footprints (for academically needed facilities), athletic fields, setbacks, and other open landscaped areas on site.

**Sports Safety Netting (Protective Fence):**

**General:** 50' high sports safety netting systems are planned for the southern edge and northern edge of the baseball field located in the southeast corner of the site. The netting along 57th Street is to prevent foul balls from hitting adjacent properties across the street, a current problem. Netting along the north is required to protect parked vehicles in the extended parking lot. At the north parking lot, it is proposed to provide removable windscreen at the bottom of the safety netting structure to allow snow removal in the winter months. The netting systems are in excess of the 8'-0" high maximum fencing requirements. Reference Title 9, Chapter 12 Sec. 9-12-3, subsection E.

**Unique Physical Condition:** The Subject Property is an existing public high school. The existing baseball field abuts to the adjacent off-site residential properties and as well as the District owned parking lot to the North.

**Not Self-Created:** The Subject Property has been a public high school since 1948 and has been expanded as the population and academic needs have grown in the community since that time. Additional land acquisitions for open spaces are limited and infeasible due to increased property costs in the area.

**Denied Substantial Rights:** The carrying out of the strict letter of the provision of the zoning code would interfere with the public high school's ability to further protect the general public's property for the surround neighborhood, as well as on-site.

**Not Merely Special Privilege:** The variation addresses adjacent property owner's concerns about foul balls damaging property across 57th street.

**Code and Plan Purposes:** The Variation sought would not result in a use of the Subject Property that would not be in harmony with the Official Comprehensive Plan or current zoned district of IB Institutional Building.

**Essential Character of the Area:** The variation would not be detrimental to the public welfare and is in character of the existing use of the site. The netting would provide additional safety measures against property damage. The variation would not impair an adequate supply of light and air to any property in the vicinity. The netting system would be a mesh type system with

metal support poles, which would allow air and light to pass through. The variation would not substantially increase congestion in the public streets. The variation would not unduly increase the danger of flood and fire, or unduly tax public utilities and facilities. The variation would not endanger the public health or safety of the surrounding properties. It will further improve safety.

*No Other Remedy:* Standard height fencing systems would not provide adequate protection to the surrounding properties or parking lot to the north.

Tennis Court Fencing, Track fencing, baseball field backstop and fencing, miscellaneous athletic field fencing

*General:* Various existing chain-link fences are proposed including:

- a) Replacement of existing chain link tennis court fencing with windscreens. New is proposed to be Vinyl Coated, green color, 10 feet high.
- b) Replacement of existing chain link track fencing. New is proposed to be Vinyl Coated, black color, +/- 4 feet high.
- c) Replacement of existing baseball field chain-link backstop, first and third base line chain link fencing. New is proposed to be Vinyl Coated, black color, match existing back stop height, base line fences +/- 4 feet high. The existing back-stop is currently in the required 35' corner yard setback off of 57<sup>th</sup> Street. Moving the baseball field to correct this condition is not feasible on-site without the loss of parking and would negatively affect the adjacent properties to the east.
- d) Repair and Infill of existing miscellaneous athletic field chain link fencing (adjacent to the football field and track area). New is proposed to be vinyl coated, black color in some areas, galvanized in others (to match to existing/adjacent), +/- 4 feet to 8 feet high.
- e) Reference Title 9, Chapter 12 Sec. 9-12-3, subsection D and E; Sec 7-310.

*Unique Physical Condition:* The Subject Property is an existing public high school. The existing chain-link fencing is a widely accepted standard fencing for the sport and other High Schools and athletic fields/parks in the area.

*Not Self-Created:* The Subject Property has been a public high school since 1948 and has been expanded as the population and academic needs have grown in the community since that time.

*Denied Substantial Rights:* The carrying out of the strict letter of the provision of the zoning code would interfere with the public high school's ability to further protect the general public's property for the surround neighborhood, as well as on-site.

*Not Merely Special Privilege:* Chain-link fencing is an existing condition and is a widely accepted standard for athletics.

*Code and Plan Purposes:* The Variation sought would not result in a use of the Subject Property that would not be in harmony with the Official Comprehensive Plan or current zoned district of IB Institutional Building.

*Essential Character of the Area:* The variation would not be detrimental to the public welfare and is in character of the existing use of the site, it matches an existing condition. The variation would not impair an adequate supply of light and air to any property in the vicinity. The variation would not substantially increase congestion in the public streets. The variation would



not unduly increase the danger of flood and fire, or unduly tax public utilities and facilities. The variation would not endanger the public health or safety of the surrounding properties.  
*No Other Remedy:* Different types of fencing would not provide adequate protection and would also block spectator viewing.

**Soccer Field accessory structures:**

*General:* Replacement of (2) team shelters and (1) press box building. The existing accessory structures are currently located within the required corner yard setback of the subject property. The proposed new structures would generally the same footprint size of the existing. This would also require a variance for the 20' perimeter landscaped open space / landscape buffer/screening requirement per code. Height of new press box structure would also require a variance. Proposed building is >19 feet high. Reference Secs. 7-310; 9-107, H, 2.

*NOTE:* future application will seek variance to increase the size of the football field west side bleachers. Exact design is to be determined and will be submitted in the future, under separate cover.

*Unique Physical Condition:* The Subject Property is an existing public high school. The existing soccer field cannot be located anywhere else on-site.

*Not Self-Created:* The Subject Property has been a public high school since 1948 and has been expanded as the population and academic needs have grown in the community since that time. Additional land acquisitions for open spaces are limited and infeasible due to increased property costs in the area.

*Denied Substantial Rights:* The carrying out of the strict letter of the provision of the zoning code would interfere with the public high school's ability to have soccer field that meets today's competitive standards.

*Not Merely Special Privilege:*

*Code and Plan Purposes:* The Variation sought would not result in a use of the Subject Property that would not be in harmony with the Official Comprehensive Plan or current zoned district of IB Institutional Building.

*Essential Character of the Area:* The variation would not be detrimental to the public welfare and is in character of the existing use of the site, it matches an existing condition. The variation would not impair an adequate supply of light and air to any property in the vicinity. The variation would not substantially increase congestion in the public streets. The variation would not unduly increase the danger of flood and fire, or unduly tax public utilities and facilities. The variation would not endanger the public health or safety of the surrounding properties.

*No Other Remedy:* The soccer field cannot be moved elsewhere the subject property. Spectator bleachers are located on the opposite side of the field.

4. Minimum Variation:

Quantity of off-street parking:

Allow 583 total parking stalls in lieu of the required 882 for the subject property.

Off street parking lot and loading, landscaping and screening requirements:

Eliminate the off-street parking lot landscaped parking island requirements for the existing/modified parking lot west of Grant Street, existing parking lot east of Grant Street and new parking lot extension east of Grant Street.

Eliminate the off-street parking lot open space screening requirements for the existing/modified parking lot west of Grant Street, existing parking lot east of Grant Street and new parking lot extension east of Grant Street.

Eliminate the loading space screening requirement for the new loading dock area (Buildings and Grounds addition).

Sports Safety Netting (Protective Fence):

Allow a 50' protective netting fence system at the southern and northern edges of the baseball field located in the southeast corner of the site.

Tennis Court Fencing, Track fencing, baseball field backstop and fencing, miscellaneous athletic field fencing

Tennis Courts - Allow vinyl coated chain-link tennis court fencing, 10 feet high, with windscreens.

Track - Allow vinyl coated chain-link track fencing, +/- 4 feet high.

Baseball field-Allow vinyl coated chain-link backstop and baseline fencing, high to match to existing.

Repair and infill of existing miscellaneous athletic field chain link fencing-Allow use of chain-link fencing to match to existing.

Soccer Field accessory structures:

Allow the replacement of (2) team shelters and (1) press box structure within the required corner yard setback. Allow press box to be 19' high.

5. Standards for Variation: Refer to above responses.

[illegible]

**Subject Property**  
Hinsdale Central High School  
5500 S. Grant Street, Hinsdale,  
Illinois 60521



## TABLE OF COMPLIANCE

Address of subject property: 5500 South Grant Street

The following table is based on the IB Zoning District.

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements	Existing Development	Proposed Development
Lot Area (SF)	350,000 SF	1,501,285 SF	NO CHANGE
Lot Depth	250'	1263'	NO CHANGE
Lot Width	200'	1252'	NO CHANGE
Building Height	50'	VARIES BUT 47'-6" MAX.	48'-0" (Natorium Addition)
Number of Stories	NOT LISTED	2 STORIES	2 STORIES
Front Yard Setback	35'	VARIES BUT > 35'	NO CHANGE
Corner Side Yard Setback	35'	VARIES BUT > 35'	NO CHANGE
Interior Side Yard Setback	25'	VARIES BUT > 25'	NO CHANGE
Rear Yard Setback	25'	NOT APPLICABLE	NOT APPLICABLE
Maximum Floor Area Ratio (F.A.R.)*	.50 / 750,643 SF	.32 / 477,311 SF	.34 / 511,098 SF
Maximum Total Building Coverage*	NOT LISTED	17% / 254,937 SF	19% / 280,272 SF
Maximum Total Lot Coverage*	NOT LISTED	83% / 1,246,348 SF	81% / 1,221,013 SF
Parking Requirements	882 STALLS	560 STALLS	583 STALLS
Parking front yard setback	35'	>35'	NO CHANGE
Parking corner side yard setback	35'	WITHIN SETBACK	NO CHANGE
Parking interior side yard setback	25'	>25'	NO CHANGE
Parking rear yard setback	25'	WITHIN SETBACK	NO CHANGE
Loading Requirements	(3)	(4)	NO CHANGE
Accessory Structure Information	SAME AS BUILDING EXCEPT IN REAR OR SIDE YARDS	WITHIN SETBACK	NO CHANGE

\* Must provide actual square footage number and percentage.

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

SEE ATTACHED SHEET

## CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 3rd day of December, 2019, I/We have read the above certification, understand it, and agree to abide by its conditions.

Tammy Prentiss  
Signature of applicant or authorized agent

Tammy Prentiss  
Name of applicant or authorized agent

[Signature]  
Signature of applicant or authorized agent

Nichols Gene  
Name of applicant or authorized agent

SUBSCRIBED AND SWORN  
to before me this 3 day of  
December, 2019

Catherine T. Hannon  
Notary Public



## **FINAL DECISION**

### **VILLAGE OF HINSDALE ZONING BOARD OF APPEALS PETITION FOR VARIATION**

**ZONING CASE NO:** V-05-19

**PETITIONER:** ARCON Associates, Inc. on behalf of Hinsdale Township High School District 86

**APPLICATION:** For certain Variations from the Zoning Code of the Village of Hinsdale ("Zoning Code") relative to the replacement and/or construction of new improvements at Hinsdale Central High School, at 5500 S. Grant Street, Hinsdale, Illinois.

**MEETING HELD:** A Public Hearing was held on Wednesday, January 15, 2020, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdelean on November 28, 2019.

**PROPERTY:** The subject property is commonly known as 5500 S. Grant Street, Hinsdale, Illinois (the "Property") and is legally described in Exhibit A attached hereto and made a part hereof.

**SUMMARY OF REQUEST:** The Village of Hinsdale has received a request from ARCON Associates, Inc., on behalf of property owner Hinsdale Township High School District 86 (the "Applicant") for certain variations relative to the replacement and/or construction of new improvements to the existing building known as Hinsdale Central High School located on the Property at 5500 S. Grant Street (the "Application"). The improvements proposed at this time are Phase I of a program of improvements and upgrades to the High School over the next three (3) years. The general scope of Phase I improvements include a natatorium addition, buildings and grounds addition, parking lot reconfigurations and modifications due to loading dock relocation; associated landscaping, artificial turf replacement, tennis court and fencing replacement, running track and fence replacement, separation of storm and sanitary utilities due to Flagg Creek Water Reclamation District requirements, chain-link baseball field backstop and fence replacement, baseball field sports safety netting installation, privacy fencing, soccer field team shelter and press box replacements, emergency generator replacement, and various other ADA and health/life safety improvements on site (collectively, the "Phase I Improvements").

This Property is located in the IB Institutional Buildings Zoning District in the Village of Hinsdale at the southwest corner of Ogden Avenue and Oak Street.

The Applicant has requested variations to the following Sections of the Village Code and Zoning Code of the Village of Hinsdale ("Zoning Code") over which the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") has final authority:

- to Section 9-12-3(E) of the Village Code, to allow a fence higher than the eight (8) foot limitation on fences in order to provide for the construction of safety netting at the baseball field on the northeast corner of Grant and 57th Street; and
- to Section 9-12-3(D & E) of the Village Code and Section 7-310 of the Zoning Code, to allow a fence higher than the eight (8) foot height limitation on fences and to allow a location for such fences where not otherwise allowed by the setback requirements in order to provide for the like-kind replacement of the existing chain link tennis court fencing, track fencing, baseball field backstop and miscellaneous athletic field fencing; and
- to Section 7-310 of the Zoning Code to allow building height and screening requirements in excess of those allowed by the Zoning Code for the construction of two (2) soccer field team shelters and a press box

Collectively, these variation requests shall be referred to herein as the "Requested Variations."

In addition to the Requested Variations, additional variations over which the Village President and Board of Trustees have final authority were sought and recommended for approval by the ZBA. Those variations were:

- to Section 9-104(J)(1)(e)(xi) of the Zoning Code, to allow a reduction in required parking from 882 to 583 spaces (existing parking count is 560, so Phase I Improvements will actually increase the count to 583);
- to Section 9-104(H)(2)(g & i); 9-105(c)(2); 9-107(A)(1&2); 9-107(B) of the Zoning Code, to provide relief from landscape island, ten (10) foot open space buffer, and loading space screening requirements in order to maximize the number of parking spaces on the Property;
- to Section 9-107(H)(2) of the Zoning Code, to provide relief from the building setback requirements for the construction of two (2) soccer field team shelters and a press box.

Together, these are the "Additional Variations" and, collectively with the Requested Variations, the "Variations". The findings and recommendation of the ZBA on the Additional Variations are detailed in a separate Findings and Recommendation from the ZBA to the Board of Trustees in this matter. The collective Variations are all described in more detail in the Application, a copy of which is attached hereto as **Exhibit B** and made a part hereof.

On January 15<sup>th</sup>, 2020, following the conclusion of the public hearing on this matter, the ZBA indicated its approval of the Requested Variations on a vote of six (6) in favor,



zero (0) opposed, and one (1) absent, and directed the preparation of this Final Decision.

**PUBLIC HEARING:** At the combined public hearing on the Variations, Project Architect Nick Graal testified as the representative of the Applicant on the Variations.

The representative of Applicant reviewed the Variations for the benefit of the ZBA, and how, in the opinion of the Applicant, the standards for Variations had been met.

In terms of the variation for off-street parking and the off-street parking lot and loading zone landscape and screening requirement, the representative of Applicant noted that the Property has been an existing public high school since 1948. The existing parking facilities do not currently have landscape screening or landscape islands, and the current parking lot count does not meet the count requirements. The high school has expanded throughout the years as population and academic needs have grown and changed, but additional land acquisitions are limited and cost prohibitive due to land value in the area. They are proposing an expansion of the southeast parking lot, and proposing alleviation of the landscape and screening requirements in order to maximize the amount of parking provided onsite. Current parking demands outweigh available parking. There is enough parking for staff, but there is a high request for student parking, despite busing being available throughout the District.

None of the Phase I Improvements expand the student population, but are instead addressing current needs of the facility. They are attempting to increase parking to accommodate demand, but cannot provide an increase if required to meet landscape island and other requirements. Meeting the required parking requirements in the Zoning Code would require removal of the junior varsity baseball field, and even then, the Code requirements could not be met. If current facilities are sacrificed to meet parking requirements, the High School will not be able to provide the same level of service to the community as it does today.

A parking garage was not part of the referendum that is funding the Phase I Improvements, and a parking garage may have a severe detrimental impact on surrounding properties. It was noted that the Variations may decrease congestion in the public streets due to the added parking spaces.

The representative of the Applicant then addressed the Variations for tennis court fencing, track fencing, baseball field backstop and fencing and miscellaneous athletic field fencing. All fields are currently fenced; the Variations address replacement of existing fencing. The Applicant also proposes a Variation to allow protective netting in the form of safety sports netting, at the Junior Varsity Baseball Field, to address some community concerns regarding foul balls and home runs. The position of the Junior Varsity Baseball Field on the lot relative to the adjacent properties to the east and south creates a unique physical condition. The safety netting would prevent foul balls from going off-site, and home runs from striking vehicles in the parking lot. The Phase I Improvements will increase the safety of the area. Fencing materials other than chain-link would prevent viewing the sports activities taking place.

While the Applicant is seeking a Variation for landscape screening, it does intend to provide landscaping to the extent feasible at the perimeter of the parking lot expansion, including about seventeen (17) six-foot (6') tall Arborvitaes.

The Variation for the soccer field accessory structures was also addressed. The existing physical layout of the site presents design challenges, as does the existing water tower public utility on-site. Grading issues prevent shifting the soccer field any further east. The only practical solution is to replace the player shelters and press box in their current locations within the setback. Better quality materials matching the aesthetic of the softball field are proposed. The structures are screened by existing, very tall evergreen trees and grading on the east end portion of the site. A height Variation is sought to allow the press box to be nineteen (19) feet tall, which, according to the representative of the Applicant, is a pretty standard height for site lines from a press box.

During his presentation, the representative of the Applicant answered various questions posed by the members of the ZBA.

John Ochoa of 5620 S. Washington was present to express general support for the Variations. His home abuts the east side of the teacher's parking lot. He stated that the Variations are more appealing than the alternatives necessary to meet Code.

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

Members discussed the Requested Variations and agreed that the standards for variations set forth in 11-503(F) of the Hinsdale Zoning Code had been met. Motions to approve the Requested Variations were made by Member Alesia and seconded by Member Engel.

**AYES:** Members Moberly, Murphy, Podliska, Alesia, Engel,  
Chairman Neiman

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Member Giltner

**FINDINGS:** The following are the Findings of the ZBA relative to the Requested Variations:

1. *General Standard: Carrying out the strict letter of the provisions of the Zoning Code would create a particular hardship or a practical difficulty, based on satisfaction of the standards below:*

2. *Unique Physical Condition: The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or*

*nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.* The Property is landlocked and there are limited opportunities for expansion. All members agree that the long-existing precode school structure on the Property, along with the physical layout of the structures, athletic fields, uses and parking on the Property, proximity of the use to the adjacent neighbors, safety concerns, and landlocked nature of the Property, are driving the request for the Requested Variations and create a unique physical condition. The Requested Variations in some cases concern like-kind replacements of existing fences and other structures.

*3. Not Self-Created: The unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no compensation was paid.* The need for the Requested Variations is not self-created, and is in part driven by the long-existing physical conditions present on the Property, and the landlocked nature of the Property. The ZBA finds this standard to have been met.

*4. Denied Substantial Rights: The carrying out of the strict letter of the provisions from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.* In this case, requiring the Applicant to conform to the provisions of the Zoning Code for which relief is sought would cause the loss of various on-site amenities to the community provided by Applicant, and would negatively impact both the neighbors and the Applicant's ability to serve the community in the same manner as other comparable schools.

*5. Not Merely Special Privilege: The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.* The Variations are not sought to make more money from use of the Property, but are instead sought in order to make necessary improvements to the Property without negatively impacting site conditions and adjacent neighbors.

*6. Code And Plan Purposes: The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan.* The Variations are consistent with the existing use. The ZBA found this standard to have been met.

7. *Essential Character Of The Area:* The variation would not result in a use or development on the subject property that:

*(a) would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or (b) would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (c) would substantially increase congestion in the public streets due to traffic or parking; or (d) would unduly increase the danger of flood or fire; or (e) would unduly tax public utilities and facilities in the area; or (f) would endanger the public health or safety.*

The granting of the Requested Variations will allow needed improvements to occur at the Property, without negatively impacting existing site amenities or adjacent neighbors. The building, fields, fencing and other structures already exist, and the utilities are already in place. The Requested Variations will not endanger the public health or safety.

8. *No Other Remedy:* There is no means other than the requested variations by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property. Limited options exist at this landlocked site. The ZBA finds this standard to have been met.

In addition, Section 9-12-3 of the Village Code provides certain standards for fence variations. Those additional standards are that: 1) *the petitioner is affected by unique circumstances justifying relief from the provisions of Section 9-12-3*, 2) *the variation will not alter the essential character of the locality*, 3) *the variation will be in harmony with the general purpose and intent of Section 9-12-3*, 4) *the variation will set no unfavorable precedent either to the locality or to the village as a whole*, 5) *the variation will be the minimum necessary to afford relief to the petitioner*, and 6) *the variation will not adversely affect the public safety and general welfare*. The ZBA finds all of the foregoing standards to have been met, for the various reasons set forth above. In addition, due to the uniqueness of the Property as a high school, the variation will set no unfavorable precedent.

#### **FINAL DECISIONS:**

Based on the Findings set forth above, the ZBA, by a vote of six (6) in favor, zero (0) opposed and one (1) absent, **APPROVES** and **GRANTS** the following Requested Variations, as described in the Application, a copy of which is attached hereto as Exhibit B and made a part hereof, relative to construction of the Phase I Improvements located in the IB Institutional Building Zoning District at 5500 S. Grant Street:

1. A Variation to Section 9-12-3(E) of the Village Code to allow a fence higher than the eight (8) foot limitation on fences in order to provide for the construction of fifty (50) foot high protective safety netting system at the baseball field on the northeast corner of Grant and 57th Street; and

2. A Variation to Section 9-12-3(D & E) of the Village Code and Section 7-310 of the Zoning Code, to allow a fence higher than the eight (8) foot height limitation on fences and the setback requirements in order to provide for the replacement of the existing chain link tennis court fencing with ten (10) foot high vinyl-coated fencing with windscreens, vinyl-coated four (4) foot high track fencing, vinyl-coated chain-link backstop and baseline baseball fencing with heights that match the existing fencing, and use of miscellaneous chain-link athletic field fencing for repair and infill of existing fencing; and

3. A Variation to Section 7-310 of the Zoning Code to allow building height and screening requirements in excess of those allowed by the Zoning Code for the construction of two (2) soccer field team shelters and a nineteen (19) foot high press box without the required twenty (20) foot perimeter landscaped open space/landscape buffer/screening requirement.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Signed: \_\_\_\_\_

Robert Neiman, Chair  
Zoning Board of Appeals  
Village of Hinsdale

Date: \_\_\_\_\_

Filed this \_\_\_\_ day of \_\_\_\_\_, 2020, with the office of the Building Commissioner.

### **LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

**PARCEL I:** LOTS 1 AND 2, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PARINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL II:** THE EAST 350 FEET OF THE NORTH HALF OF THE NORTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL III:** THE EAST 350 FEET OF THE SOUTH HALF OF THE NORTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL IV:** THE NORTH HALF OF LOT 3 (EXCEPT THE EAST 350 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL V:** THE SOUTH HALF OF THE NORTH HALF (EXCEPT THE EAST 350 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL VI:** THE SOUTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO

THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL VII:** THE NORTH HALF OF LOT 4, (EXCEPT THE EAST 200 FEET THEREOF) IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL VIII:** LOT 1, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL IX:** LOT 5, (EXCEPT THE EAST 150 FEET THEREOF), IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL X:** THE WEST 75 FEET OF THE EAST 150 FEET OF LOT 5, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL XI:** THE EAST 75 FEET OF LOT 5, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL XII:** THE EAST 60 FEET OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE

FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL XIII:** THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 33 FEET THEREOF, IN DUPAGE COUTNY, ILLINOIS

**PARCEL XIV:** LOTS 11 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 2, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**COMMONLY KNOWN AS:** 5500 South Grant Street, Hinsdale, Illinois

**PINS:** 09-13-100-017, 09-13-100-008, 09-13-100- 011, 09-13-100-012, 09-13-100-013, 09-13-100-014, 09-13-100-015 & 09-13-101-027



VILLAGE OF HINSDALE  
ZONING BOARD OF APPEALS

In Re the Matter of: )  
 )  
5500 South Grant Street )  
Hinsdale Central High School )  
Case No. V-05-19 )

REPORT OF PROCEEDINGS had and testimony taken at the Public Hearing of the above-entitled matter before the Hinsdale Zoning Board of Appeals, at 19 East Chicago Avenue, Hinsdale, Illinois, on the 15th day of January, 2020, at the hour of 6:48 p.m.

BOARD MEMBERS PRESENT:

MR. ROBERT NEIMAN, Chairman;

MR. JOSEPH ALESIA, Member;

MS. KATHRYN ENGEL, Member;

MR. GARY MOBERLY, Member;

MR. THOMAS MURPHY, Member;

MR. JOHN PODLISKA, Member.

<p style="text-align: center;">2</p> <p>1 ALSO PRESENT:</p> <p>2 MR. ROBERT MC GINNIS, Director of Community Development/Building;</p> <p>3</p> <p>4 MS. CHRISTINE BRUTON, Deputy Clerk and Board's secretary;</p> <p>5 MR. NICHOLAS GRAAL, Arcon Associates, Architect;</p> <p>6 MR. JOHN OCHOA.</p> <p>7</p> <p>8 CHAIRMAN NEIMAN: The next case on our 9 agenda for public hearing is Case V-05-19 - 10 5500 South Grant Street, Hinsdale Central High 11 School.</p> <p>12 MR. GRAAL: Good evening. I'm Nick 13 Graal with Arcon Associates, project architect 14 representing School District 86 tonight.</p> <p>15 CHAIRMAN NEIMAN: So to suggest a way 16 to go through this case, because there are five 17 separate variance requests, if you could take us 18 through a very brief overview of each variance 19 or variance requests one at a time, go through 20 why you believe you meet criteria for the 21 variance, and then move on to the next -- 22 Should we, Robb, is it your</p>	<p style="text-align: center;">4</p> <p>1 meeting the seven criteria, you will probably 2 hear me repeat the same things for each one with 3 some nuances there.</p> <p>4 As far as unique physical 5 condition, the subject property has been an 6 existing public high school since 1948. This is 7 not self-created.</p> <p>8 CHAIRMAN NEIMAN: Well, tell us 9 which -- We are just talking about the parking 10 one first? That's what I was suggesting.</p> <p>11 MR. GRAAL: Correct. I will go through 12 the parking variance first.</p> <p>13 CHAIRMAN NEIMAN: The parking, okay.</p> <p>14 MR. MURPHY: It looks to me like 1 and 15 2, it's all the same answers for all the same 16 issues for the amount of required parking and 17 the removal of the landscape island. It looks 18 like 3 and 4, with respect to the height of the 19 fence, I'm just --</p> <p>20 Is there any reason -- We could 21 just address 1 and 2 collectively and 3 and 4? 22 I'm just trying and make it simple.</p>
<p style="text-align: center;">3</p> <p>1 suggestion that we vote on each one? Or go 2 through all five, then close the hearing, and 3 then vote on each of the five?</p> <p>4 MR. MC GINNIS: Correct.</p> <p>5 CHAIRMAN NEIMAN: The latter?</p> <p>6 MR. MC GINNIS: Yes. That would be 7 great, yes.</p> <p>8 CHAIRMAN NEIMAN: So if you could take 9 us through one variance request at a time, why 10 you meet the criteria.</p> <p>11 MR. GRAAL: Sure.</p> <p>12 CHAIRMAN NEIMAN: And then move on to 13 1, 2, 3, 4, and 5. Then we will hear from 14 anybody else who wishes to address us. Then we 15 will close the public hearing, and then we will 16 vote. Okay. Glad we got it.</p> <p>17 MR. GRAAL: I will try to be as brief 18 and try to do it in a summary fashion as 19 possible.</p> <p>20 We do have several variances that 21 we are requesting. The first variance is the 22 quantity of off-street parking. And really with</p>	<p style="text-align: center;">5</p> <p>1 CHAIRMAN NEIMAN: That will work.</p> <p>2 MR. MOBERLY: Good idea.</p> <p>3 MR. MURPHY: If you go 5 times 7, 4 that's 35 different headings. We're cutting it 5 down a little bit by combining. I'm trying to 6 make it easier. But, yes, you need to address 7 the parking issues by themselves. How long the 8 high school has been there, but the parking 9 issues by themselves. And does that make sense?</p> <p>10 MR. GRAAL: Okay. To address the 11 variances No. 1 and 2 in regards to quantity of 12 off-street parking and the off-street parking 13 lot and loading zone landscape and screen 14 requirements.</p> <p>15 Unique physical condition, again, 16 this property has been a school since 1948. The 17 existing parking facilities right now do not 18 have landscape screening or landscape islands in 19 them currently, and the current property does 20 not meet the current parking lot count to zoning 21 today.</p> <p>22 Not self-created, the school has</p>

<p style="text-align: center;">6</p> <p>1 been expanded throughout the years as the  2 population and academic needs have grown and  3 changed throughout the community. And  4 additional land acquisitions are limited and  5 cost prohibitive due to land value in the area.  6 In order to address the quantity of  7 parking, we are doing an expansion of the  8 parking lot. We are requesting alleviation of  9 the zoning and the landscape and the screening  10 requirements in order to maximize the amount of  11 parking we can provide onsite.  12 MR. ALESIA: To the south end of the  13 lot on the screen?  14 MR. GRAAL: Correct, to the southeast  15 portion.  16 MR. MC GINNIS: So you are going to  17 lose some of that grass?  18 MR. GRAAL: Correct.  19 MR. PODLISKA: The requests for parking  20 now, are you able to meet the demand for parking  21 as it presently exists? In other words, I take  22 it there has to be, if you want to park, if you</p>	<p style="text-align: center;">8</p> <p>1 they had their license, the answer was no. I  2 believe there was some sort of lottery system.  3 So not every senior could even get a parking  4 spot. They encouraged carpooling and walking  5 and using the public transportation; but it's a  6 very, very hot commodity.  7 MR. PODLISKA: And is that expected to  8 become greater or less in future years?  9 MR. GRAAL: We are not expanding. None  10 of the additions that are proposed to the  11 building are expanding the student population.  12 They are addressing current needs of the  13 facility. So I can't predict how many more  14 people will want to drive in the future, but I  15 would suspect that the need will be sustained.  16 The request will be sustained throughout the  17 near future.  18 MR. PODLISKA: Because I guess this  19 would be an easier call if at the present time  20 you only had, say, 400 applications for parking  21 spaces and you were dealing with the difference  22 between 500 versus 800. But it's more</p>
<p style="text-align: center;">7</p> <p>1 are a student, you want to park, you have to  2 apply.  3 MR. GRAAL: That's correct. And demand  4 outweighs what is available. We do have enough  5 parking for staff, but there is a high request  6 for student parking. But the school district  7 does provide busing capabilities throughout the  8 community.  9 MR. MURPHY: Property that backs up  10 against 55th Street, you could make a lot of  11 money for parking spaces for students in your  12 driveway.  13 MR. PODLISKA: Can you give us an idea  14 of how many requests for parking permits the  15 school gets as opposed to how many they can  16 accommodate?  17 MR. GRAAL: I don't know that offhand.  18 I would have to look to the school district. We  19 don't have that information.  20 MR. MOBERLY: My information is eight  21 years old, but at that time only seniors could  22 apply to park. Juniors and sophomores, even if</p>	<p style="text-align: center;">9</p> <p>1 problematic if we are already at a point where  2 people need more parking spaces than we are able  3 to provide now.  4 MR. GRAAL: I think we are addressing  5 that. We are increasing the amount of parking.  6 The proposed plan has a modest increase of about  7 10 or so spots.  8 And if we were to provide landscape  9 islands and the other requirements, we would be  10 less than providing ten more. We would even be  11 providing less than what's there now. So we are  12 trying to address the parking situation as best  13 we can without taking up athletic fields,  14 reducing the size of the additions. There is  15 not much else we can do there that makes sense.  16 I mean the parcels that are on the  17 south, the residential parcels that kind of form  18 an island on the southwest portion of the site,  19 they are so far removed from the rest of the  20 building, and there is grading concerns, and the  21 sheer size of land available, it's not really  22 feasible to add parking.</p>

<p style="text-align: center;">10</p> <p>1 MR. PODLISKA: In that southwest 2 corner?</p> <p>3 MR. GRAAL: In that southwest corner, 4 what the school district property currently 5 owns. Even if we expanded to the other parcel, 6 if that was a possibility, which it really isn't 7 at this time, you are not gaining much at all.</p> <p>8 MR. PODLISKA: So it looks like that if 9 you had to meet the zoning requirement it would 10 be that junior varsity baseball field that would 11 have to be sacrificed I take it, right?</p> <p>12 MR. GRAAL: Yes. The current lot 13 encroaches onto that field slightly but not -- 14 It is still an appropriate size junior varsity 15 field, so, yes. If we were to meet the zoning 16 requirement, that JV ball field would no longer 17 be useable.</p> <p>18 MR. PODLISKA: That's what's in the 19 balance here. We might as well try and sort 20 this out. Would that field, would that give us 21 the whole 800 and some odd spaces; or would you 22 still be short?</p>	<p style="text-align: center;">12</p> <p>1 you are making a good point, but service to the 2 community is having JV ball fields rather than 3 more parking.</p> <p>4 MR. PODLISKA: Which that articulates 5 the hardship we face here if we try to push to 6 what the code requires, right?</p> <p>7 MR. GRAAL: Right. You would lose 8 facilities.</p> <p>9 MR. MOBERLY: I'm going to get a lot of 10 angry, irate emails or something from all the 11 children that want to drive to school. Sorry.</p> <p>12 MR. GRAAL: So I think through those 13 comments we touched on denied substantial 14 rights. If we do carry out to the letter of the 15 law, we will lose current facilities; and we 16 will not be able to provide the same level of 17 service to the community as we do today.</p> <p>18 MR. PODLISKA: Has there been any 19 discussion about a garage, in other words, doing 20 a second level?</p> <p>21 MR. GRAAL: No. That was not included 22 in the referendum that was passed by the</p>
<p style="text-align: center;">11</p> <p>1 MR. GRAAL: No, you'd still be shy. 2 With the amount of what's available onsite, 3 really it's not feasible to meet the letter of 4 the law to the code. We would lose more than 5 the JV ball fields. We would start getting into 6 the other areas, which is a detriment to what 7 the school can provide as far as cocurricular 8 and athletic activities. It would be a 9 detriment to the community because we couldn't 10 provide those services.</p> <p>11 MR. MOBERLY: But all the staff has a 12 place to park, is that correct?</p> <p>13 MR. GRAAL: That's correct.</p> <p>14 MR. MOBERLY: And they drive from 15 Naperville and Aurora and Chicago, all over. So 16 they need a place to park. I'm not sure a 17 healthy 16-, 17-, 18-year-old needs to have a 18 parking spot when there is busing service and 19 bicycle. You and I walked uphill every day each 20 way to school for four miles in a blizzard. So 21 the word need to me is subjective. I would 22 rather have a junior varsity ball field. I know</p>	<p style="text-align: center;">13</p> <p>1 community.</p> <p>2 MR. PODLISKA: Well, that would be the 3 first point that we are talking about, very 4 substantial financial commitment to do that.</p> <p>5 MR. GRAAL: Correct. And it would, the 6 aesthetics for surrounding property versus a 7 surface lot to a parking garage, I would say 8 that would be a severe detrimental impact to the 9 surrounding properties.</p> <p>10 Not merely special privilege. The 11 variations sought are common to other high 12 schools in the area. This also -- again, we 13 touched on this -- maintains the status quo in 14 order to provide the current level of academics, 15 cocurricular activities, athletics onsite.</p> <p>16 Code and plan purposes, the 17 variations being sought are all inline in 18 regards to the parking. With the current use of 19 the subject property zoned IB Institutional, no 20 changes are proposed. This is a high school. 21 We are going to keep it as a high school. 22 Essential character of the area,</p>

<p style="text-align: center;">14</p> <p>1 the variations would not materially be  2 detrimental to public welfare or materially  3 injurious to the enjoyment, use, or development  4 of surrounding properties. We are expanding an  5 existing parking lot and reconfiguring another  6 existing parking lot for loading zone purposes.  7 The variations would not impair  8 adequate supply of light or air to the adjacent  9 properties. It's a surface parking lot.  10 The variations would not increase  11 congestion in the public streets due to traffic  12 or parking. It will decrease with the modest  13 increase in parking. I'm not saying it's going  14 to improve that much, but we are proposing the  15 adding of parking spaces.  16 Variations would not unduly  17 increase the danger of fire or flood. These  18 surface improvements are all going through the  19 appropriate authorities having jurisdiction as  20 far as stormwater management; so getting the  21 appropriate approvals there.  22 The variations would not tax the</p>	<p style="text-align: center;">16</p> <p>1 athletic field fencing. These fencings are all  2 currently onsite. We are calling out for their  3 replacement.  4 We are also proposing a variation  5 to allow protective netting, safety sports  6 netting, at the JV baseball field, to currently  7 address some community concerns in regards to  8 foul balls.  9 The unique physical condition here  10 is the position where the JV baseball field is  11 located on the lot in regards to the adjacent  12 properties to the east and south.  13 MR. ALESIA: Speaking of community just  14 in general, have we received any objections from  15 any neighbors as to any of these variances?  16 MR. GRAAL: No objections so far. We  17 did have some community contact. Mr. Ochoa did  18 ask us to take a look at the parking lot  19 expansion to see if there was any way to soften  20 that edge. We are asking for variances  21 regarding the landscape screening, but we do  22 propose to have some landscape over there.</p>
<p style="text-align: center;">15</p> <p>1 public utilities and facilities in the area.  2 Again, we are working with the local authorities  3 having jurisdiction as far as stormwater  4 management, site runoff.  5 The variations would not endanger  6 the public health, safety, or welfare. Again,  7 this is an extension of existing lots or  8 reconfiguring the existing lots.  9 No other remedy. The proposed  10 parking lots maximize what we have onsite.  11 Again, if we were to expand those lots, the  12 first thing that would go would be JV baseball  13 fields and, again, the other athletic fields and  14 green spaces onsite.  15 Shall I move on to items 3 and 4  16 in regarding fencing?  17 CHAIRMAN NEIMAN: Anybody have any  18 questions about the parking, anything further?  19 Please.  20 MR. GRAAL: Variances are requested for  21 tennis court fencing, track fencing, baseball  22 field backstop and fencing, and miscellaneous</p>	<p style="text-align: center;">17</p> <p>1 If I can zoom in here. If you see  2 to the right-hand portion of the screen, we are  3 proposing to add at the eastern edge of the  4 parking lot several, actually more than several,  5 about 17 Arborvitae, 6-foot tall, to help  6 soften that edge against the property line  7 there.  8 So although we are seeking  9 variances in regards to landscaping, we are  10 trying to provide as much landscaping as  11 feasible and also to help address some concerns  12 that were raised.  13 Other than that, there has been no  14 real negative responses. We did go to Plan  15 Commission the other week. We are doing Plan  16 Commission in conjunction with this application,  17 and some concerns were raised about just  18 communication as we go through construction and  19 construction traffic.  20 We are looking at ways with the  21 District to help keep the community and  22 surrounding neighbors informed on a more</p>

<p style="text-align: center;">18</p> <p>1 up-to-date and timely basis.</p> <p>2 The fencing, not self-created.</p> <p>3 Again, these are existing athletic fields and</p> <p>4 ball fields. And in regards to the safety</p> <p>5 netting that's proposed, that is in regards to</p> <p>6 some community concerns about foul balls on that</p> <p>7 field; and that's being proposed to protect</p> <p>8 errant foul balls from going offsite.</p> <p>9 MR. ALESIA: What about home runs for</p> <p>07:08:50 PM 10 the new parking lot? I know some kids that are</p> <p>11 coming up.</p> <p>12 MR. GRAAL: We look forward to that for</p> <p>13 sure. We do propose safety netting along the</p> <p>14 south edge of the new parking lot, which would</p> <p>15 take care of any good home runs to protect the</p> <p>16 vehicles onsite.</p> <p>17 CHAIRMAN NEIMAN: Especially important</p> <p>18 in light of the video camera in center field</p> <p>19 relaying the signals to the Hinsdale Central</p> <p>07:07:28 PM 20 dugout.</p> <p>21 MR. MOBERLY: You are joking, of</p> <p>22 course.</p>	<p style="text-align: center;">20</p> <p>1 tennis courts. The baseball field will be a</p> <p>2 baseball field. The track will be the track.</p> <p>3 These are really maintenance items at the end of</p> <p>4 the day.</p> <p>5 Essential character of the area.</p> <p>6 These will not be a detriment to the public</p> <p>7 welfare. They actually increase the safety of</p> <p>8 the area. The fencing proposed does not impair</p> <p>9 any supply of light or air. The netting that's</p> <p>07:08:50 PM 10 proposed is a standard netting, see-through,</p> <p>11 light and air can pass through. Chainlink fence</p> <p>12 also, by nature, light and air passes through.</p> <p>13 The variations will not increase</p> <p>14 traffic or parking in the existing facilities.</p> <p>15 The variations will not increase the danger of</p> <p>16 flood or fire. Variations will not tax</p> <p>17 utilities. These are fencing. The variations</p> <p>18 will not endanger the public health or safety.</p> <p>19 They actually help to improve it.</p> <p>07:07:28 PM 20 No other remedy. If we were to go</p> <p>21 with a different fencing type, spectators would</p> <p>22 not be able to view the tennis match.</p>
<p style="text-align: center;">19</p> <p>1 CHAIRMAN NEIMAN: Yes.</p> <p>2 MR. MOBERLY: Be careful, let's</p> <p>3 clarify. LT is listening to this.</p> <p>4 MR. GRAAL: Denied substantial rights.</p> <p>5 If we were carrying out to the letter for</p> <p>6 zoning, we wouldn't be able to provide athletic</p> <p>7 fields that are of equal quality to any public</p> <p>8 park or public high school facility. Chainlink</p> <p>9 fence is a common fencing material for those</p> <p>07:07:44 PM 10 purposes. Again, it's what's out there now.</p> <p>11 For the safety netting, if we did</p> <p>12 not provide that, we would not be addressing the</p> <p>13 community's concerns and foul balls or home runs</p> <p>14 could potentially be an issue.</p> <p>15 Not merely a special privilege.</p> <p>16 Again, the safety netting is due to community</p> <p>17 concerns and safety concerns. And the chainlink</p> <p>18 fence replacements are related to general</p> <p>19 athletic field standards.</p> <p>07:08:22 PM 20 Code and plan purposes. Again, we</p> <p>21 are not changing the use of any of these</p> <p>22 athletic fields. The tennis courts will be</p>	<p style="text-align: center;">21</p> <p>1 Spectators would not be able to view really any</p> <p>2 of the athletic activities going on. If we were</p> <p>3 denied the right to put safety netting with that</p> <p>4 variance, we would not be able to address the</p> <p>5 community's concerns. Standard backstop and</p> <p>6 fence for a baseball field just won't cut it.</p> <p>7 The final variation. This is in</p> <p>8 regards to the soccer field accessory</p> <p>9 structures. These are on the west portion of</p> <p>07:10:48 PM 10 the site. The soccer field is just south of the</p> <p>11 football stadium. Currently there are two</p> <p>12 player shelters. They are of a wood stud and</p> <p>13 siding construction, as well as a storage and</p> <p>14 press box building that's in the center of</p> <p>15 those.</p> <p>16 The unique physical condition is</p> <p>17 the location of that soccer field onsite.</p> <p>18 Again, the east portion of the athletic fields</p> <p>19 we have the football stadium, the tennis courts,</p> <p>07:11:28 PM 20 practice field, and soccer field, and as well as</p> <p>21 another challenge onsite. There is a water</p> <p>22 tower public utility that we have to work</p>

<p style="text-align: center;">22</p> <p>1 around.</p> <p>2 The variations in regards to these</p> <p>3 accessory structures being within the required</p> <p>4 setback, we cannot shift the soccer field any</p> <p>5 further to the east due to grading issues with</p> <p>6 the surrounding fields and the layout. This</p> <p>7 isn't self-created. We are replacing the</p> <p>8 structures one-for-one in their existing</p> <p>9 locations.</p> <p>07:12:14PM 10 Denied substantial rights. If we</p> <p>11 are not granted the variance to demolish and</p> <p>12 rebuild these structures where they are</p> <p>13 currently at, we would not be able to provide</p> <p>14 player shelters or press box for -- This is the</p> <p>15 varsity. This is where the varsity plays for</p> <p>16 the soccer team.</p> <p>17 We are also proposing better</p> <p>18 aesthetic quality materials more matching the</p> <p>19 softball field. Behind the District</p> <p>07:12:17PM 20 Administration Center, there is a softball field</p> <p>21 to the northeast of the site. We are matching</p> <p>22 those player shelters and dugouts. It's painted</p>	<p style="text-align: center;">24</p> <p>1 themselves are screened by existing, very tall</p> <p>2 evergreen trees and grading on the east end</p> <p>3 portion of the site.</p> <p>4 We are seeking a variance for the</p> <p>5 press box to be 19 feet, which is pretty</p> <p>6 standard for site lines for a press box.</p> <p>7 The variations would not increase</p> <p>8 congestion on the public streets or traffic or</p> <p>9 parking. Again, it's one-for-one replacement of</p> <p>07:12:20PM 10 existing structures. We are not expanding the</p> <p>11 soccer fields or adding another soccer field.</p> <p>12 Variations would not unduly</p> <p>13 increase the danger of fire or flood. Again,</p> <p>14 it's a one-for-one replacement of the</p> <p>15 structures. We are working with the local</p> <p>16 authorities, having jurisdiction as far as</p> <p>17 stormwater management. We are proposing to</p> <p>18 regrade the soccer field. There is currently</p> <p>19 drainage issues on that field we are looking to</p> <p>07:12:24PM 20 correct.</p> <p>21 Variations would not tax the public</p> <p>22 utilities and facilities in the area. The</p>
<p style="text-align: center;">23</p> <p>1 masonry with standing seam metal roof. They are</p> <p>2 more decorative than the current wood stud and</p> <p>3 wood siding structures that are out there</p> <p>4 currently.</p> <p>5 Not merely special privilege. It's</p> <p>6 pretty common for soccer fields to have player</p> <p>7 shelters and a press box structure as compared</p> <p>8 to other high school athletic fields.</p> <p>9 Code and plan purposes. Again,</p> <p>07:12:27PM 10 these are for the soccer fields, one-to-one</p> <p>11 replacement. We are not changing what the</p> <p>12 athletic field is, what services we provide, or</p> <p>13 changing the zoning from IB Institutional.</p> <p>14 Essential character of the area.</p> <p>15 Variations will not be a material detriment to</p> <p>16 the public welfare or injurious to the enjoyment</p> <p>17 of surrounding properties. It's one-for-one</p> <p>18 replacement of the structures that are out</p> <p>19 there.</p> <p>07:12:30PM 20 Variations would not impair an</p> <p>21 adequate supply of light and air to the adjacent</p> <p>22 properties or improvements. The structures</p>	<p style="text-align: center;">25</p> <p>1 variations would not endanger the public health</p> <p>2 or welfare of the surrounding properties.</p> <p>3 No other remedy. If we were not</p> <p>4 allowed to build these structures within the</p> <p>5 setback, we would not be able to replace the</p> <p>6 structures that are there currently. We would</p> <p>7 have to take those down because they are in need</p> <p>8 of repair, and we would not be able to replace</p> <p>9 them. We cannot move the soccer field any</p> <p>07:12:33PM 10 further to the east, so we would have to go</p> <p>11 without.</p> <p>12 CHAIRMAN NEIMAN: Any Board members</p> <p>13 have any questions about the fifth variance?</p> <p>14 MR. ALESIA: So the new ones are going</p> <p>15 where the old ones are?</p> <p>16 MR. GRAAL: That's correct.</p> <p>17 MR. MOBERLY: You said it's a painted</p> <p>18 masonry?</p> <p>19 MR. GRAAL: That's correct.</p> <p>07:12:36PM 20 MR. MOBERLY: What color?</p> <p>21 MR. GRAAL: I believe the ones out</p> <p>22 there right now are white? Are they tan? I was</p>

<p style="text-align: center;">26</p> <p>1 going to say they are tan.</p> <p>2 MR. MOBERLY: Just don't paint it</p> <p>3 black. Robb, you got that joke? Don't paint it</p> <p>4 black.</p> <p>5 MR. MC GINNIS: Got it.</p> <p>6 CHAIRMAN NEIMAN: Are you going to let</p> <p>7 us in on that?</p> <p>8 MR. MOBERLY: After the meeting, it's</p> <p>9 somewhat controversial, although it was a great</p> <p>10 song.</p> <p>11 CHAIRMAN NEIMAN: You are dating</p> <p>12 yourself, Gary.</p> <p>13 Okay. Any other questions?</p> <p>14 Okay. Thank you.</p> <p>15 Anyone else in the audience who</p> <p>16 wants to address the Board on this matter?</p> <p>17 MR. OCHOA: Good evening. My name is</p> <p>18 John Ochoa. I live at 5620 South Washington</p> <p>19 Street. In full disclosure, I am also currently</p> <p>20 sitting on a special committee of the school</p> <p>21 board to assist the building committee with the</p> <p>22 referendum implementation. And a number of</p>	<p style="text-align: center;">28</p> <p>1 that's where a parking lot abuts residential</p> <p>2 property. And the ordinance requires landscape</p> <p>3 buffers, as well as fencing, screening fencing,</p> <p>4 to separate residences from parking lots. So</p> <p>5 I'm glad to see that the school district is</p> <p>6 proposing a solid fence. Details matter here so</p> <p>7 I am interested in what kind of fence exactly,</p> <p>8 what the color will be, what the details will</p> <p>9 look like.</p> <p>10 I'm also glad to see that there</p> <p>11 looks like they are putting some landscaping in</p> <p>12 some areas. Although it's a little bit hard to</p> <p>13 tell, Nick, exactly how far these Arborvitae</p> <p>14 stretch. But whatever landscaping could be</p> <p>15 provided would be beneficial to all the</p> <p>16 residences there because you are still kind of,</p> <p>17 even though there is a fence, you are still</p> <p>18 looking at a parking lot and a school property.</p> <p>19 One suggestion I might have, might</p> <p>20 be a bit unorthodox, is to offer to put the</p> <p>21 landscaping on the residents' side of the fence</p> <p>22 as opposed to the school side of the fence.</p>
<p style="text-align: center;">27</p> <p>1 years ago, I was sitting on your side of the</p> <p>2 table, too.</p> <p>3 CHAIRMAN NEIMAN: Congratulations on</p> <p>4 your promotion.</p> <p>5 MR. OCHOA: Thank you for your service.</p> <p>6 So I'm here to speak generally in</p> <p>7 support of the variances that are being</p> <p>8 requested. My house abuts the east side of the</p> <p>9 teacher parking lot there. And so when you talk</p> <p>10 about the parking variances, as you already</p> <p>11 discussed, the alternatives are kind of less</p> <p>12 appealing than granting the variances, either a</p> <p>13 parking structure, which, as a neighbor, would</p> <p>14 not be desirable, or paving over more of the</p> <p>15 area where the ball field is now would also not</p> <p>16 be desirable as a neighbor. So I'm in support</p> <p>17 of that.</p> <p>18 In support, generally speaking, of</p> <p>19 the fencing for the safety purposes for foul</p> <p>20 balls and such. What originally brought this to</p> <p>21 my attention really was the fencing along the</p> <p>22 east side of the parking lot there because</p>	<p style="text-align: center;">29</p> <p>1 These are all very deep lots on Washington</p> <p>2 Street. They are all 300-foot deep lots, and I</p> <p>3 dare say some of the neighbors might actually</p> <p>4 appreciate landscaping even if it was on their</p> <p>5 own property. They would do a better job of</p> <p>6 screening both the fence and the parking lot</p> <p>7 that way and not impinge on the parking, the</p> <p>8 parking lot area.</p> <p>9 CHAIRMAN NEIMAN: Wouldn't the school</p> <p>10 district then have to go to each of the property</p> <p>11 owners to see if that's what they want?</p> <p>12 MR. OCHOA: I would imagine so, yes.</p> <p>13 I'm just throwing that out there as a means to</p> <p>14 kind of make both, a win-win for both parties.</p> <p>15 The landscaping, more landscaping would be</p> <p>16 desirable. I think the ordinance actually</p> <p>17 requires a wider landscape strip than they are</p> <p>18 probably providing right now. So I think that,</p> <p>19 I'm not sure how all the other neighbors would</p> <p>20 feel. Speaking for me personally, I would be</p> <p>21 happy to let them plant evergreens on my</p> <p>22 property and save their asphalt on their side of</p>



1 the property; but other neighbors may feel  
2 differently.

3 So generally speaking, like I said,  
4 I'm speaking here in favor of the variances that  
5 are required; and that's my statement.

6 CHAIRMAN NEIMAN: Great. Thank you.  
7 Anybody else who wishes to address the Board on  
8 any of these items?

9 Okay. Do I hear a motion to close  
10 the public hearing on Case V-05-2019?

11 MR. ALESIA: So moved.

12 MS. ENGEL: Second.

13 CHAIRMAN NEIMAN: Roll call, please.

14 MS. BRUTON: Member Moberly?

15 MR. MOBERLY: Yes.

16 MS. BRUTON: Member Alesia?

17 MR. ALESIA: Yes.

18 MS. BRUTON: Member Murphy?

19 MR. MURPHY: Yes.

20 MS. BRUTON: Member Engel?

21 MS. ENGEL: Yes.

22 MS. BRUTON: Member Podliska?

1 MR. PODLISKA: Yes.

2 MS. BRUTON: Chairman Neiman?

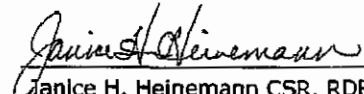
3 CHAIRMAN NEIMAN: Yes.

4 \* \* \*

5 (Which were all the proceedings had  
6 in the above-entitled cause.)  
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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF DU PAGE )

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

  
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VILLAGE OF HINSDALE  
ZONING BOARD OF APPEALS

In Re the Matter of: )  
 )  
5500 South Grant Street )  
Hinsdale Central High School )  
Case No. V-05-19 )

REPORT OF PROCEEDINGS had and testimony taken at the Deliberations of the Public Hearing in the above-entitled matter before the Hinsdale Zoning Board of Appeals, at 19 East Chicago Avenue, Hinsdale, Illinois, on the 15th day of January, 2020, at the hour of 7:22 p.m.

BOARD MEMBERS PRESENT:

MR. ROBERT NEIMAN, Chairman;  
MR. JOSEPH ALESIA, Member;  
MS. KATHRYN ENGEL, Member;  
MR. GARY MOBERLY, Member;  
MR. THOMAS MURPHY, Member;  
MR. JOHN PODLISKA, Member.

<p>1 ALSO PRESENT:</p> <p>2 MR. ROBERT MC GINNIS, Director of Community Development/Building;</p> <p>3 MS. CHRISTINE BRUTON, Deputy Clerk and Board's secretary;</p> <p>4 MR. NICHOLAS GRAAL, Arcon Associates, Architect;</p> <p>5 MR. JOHN OCHOA.</p> <p>6</p> <p>7</p> <p>8</p> <p>9 CHAIRMAN NEIMAN: So before we begin</p> <p>10 our deliberations, we have been given a</p> <p>11 memorandum from the Village counsel on the</p> <p>12 level, limited level of deference that the</p> <p>13 Zoning Board of Appeals should apply when</p> <p>14 considering a variance request from a school</p> <p>15 district. That limited standard is that schools</p> <p>16 are still subject to municipal zoning authority</p> <p>17 and processes as long as the municipality, in</p> <p>18 this case the Zoning Board of Appeals, does not</p> <p>19 act in a matter that either regulates</p> <p>20 educational activities or frustrates a school</p> <p>21 district's statutory duties.</p> <p>22 I'm not sure any of the variance</p>	<p>4</p> <p>1 keeps screaming out to me is no other remedy, no</p> <p>2 other remedy. We keep tweaking the different</p> <p>3 things, and they really don't have a whole lot</p> <p>4 of other remedies.</p> <p>5 Mr. Ochoa, I don't know about if we</p> <p>6 have the authority to tell the school board</p> <p>7 where to landscape and where not to landscape,</p> <p>8 or that's in the purview of the trustees or the</p> <p>9 Plan Commission or some other body, but I don't</p> <p>10 think that's our wheelhouse. But, yes, I</p> <p>11 support the variances.</p> <p>12 MS. ENGEL: I would say certainly for</p> <p>13 the increased safety of everybody that drives</p> <p>14 through there and lives there, fencing is</p> <p>15 definitely something that I agree with.</p> <p>16 I also walked quite a ways to</p> <p>17 school back and forth in all kind of inclement</p> <p>18 weather, and I didn't have a car. So the idea</p> <p>19 of the necessity to drive when you have a bus, I</p> <p>20 think as long as the faculty and the staff has</p> <p>21 sufficient parking it's probably suitable. It</p> <p>22 does seem a quite substantial amount of</p>
<p>3</p> <p>1 requests before us this evening would involve</p> <p>2 our regulating educational activities, might be</p> <p>3 regulating sports activities. We might want to</p> <p>4 consider athletics as part of the educational</p> <p>5 purposes of Hinsdale Central.</p> <p>6 I don't think the school district</p> <p>7 has a statutory duty to do any of these things.</p> <p>8 So I'm just throwing that out there because I</p> <p>9 think there is a very limited level of deference</p> <p>10 that applies given these particular variance</p> <p>11 requests.</p> <p>12 That being said, who wants to begin</p> <p>13 deliberations?</p> <p>14 MR. MOBERLY: I will start. I'm in</p> <p>15 support of all the variances. Two of our</p> <p>16 children have been through -- the only two --</p> <p>17 have been to Hinsdale Central. I know the area.</p> <p>18 It's a very tight facility. It's landlocked.</p> <p>19 There is limited opportunities for expansion.</p> <p>20 They've got a lot done, and they are going to</p> <p>21 get even more done within the parameters of the</p> <p>22 property that they own. So I think the one that</p>	<p>5</p> <p>1 additional parking to me, requirement, anyway.</p> <p>2 MR. ALESIA: I would agree with Gary</p> <p>3 for all the reasons stated.</p> <p>4 CHAIRMAN NEIMAN: John?</p> <p>5 MR. PODLISKA: I'm in agreement as well</p> <p>6 with the statements that were made.</p> <p>7 MR. MURPHY: Me, too.</p> <p>8 CHAIRMAN NEIMAN: Okay. The only thing</p> <p>9 I would add is neighbors adjoining the -- I</p> <p>10 guess it's the soccer field and the landscaping,</p> <p>11 10-foot Arborvitae, if properly spaced, they</p> <p>12 grow really tall and really wide. So while the</p> <p>13 first couple of years there may be space in</p> <p>14 between, they get really big if they are taken</p> <p>15 care of and that should provide adequate</p> <p>16 screening as well.</p> <p>17 But I agree with the other Board</p> <p>18 members that the variation requests, the</p> <p>19 variation standards have been met for each of</p> <p>20 the five requests.</p> <p>21 Robb, do you want us to vote</p> <p>22 separately on each of the five; or can we vote</p>



<p style="text-align: center;">6</p> <p>1 on all of them together?</p> <p>2 MR. MC GINNIS: I think what's</p> <p>3 important is to try and draw a distinction</p> <p>4 between those that you have final authority over</p> <p>5 and those that are going to the Board as a</p> <p>6 recommendation.</p> <p>7 So 3 and 4 and part of 5, if you</p> <p>8 look at my memo, are within your purview. 5,</p> <p>9 partially. You have got authority over building</p> <p>10 setback under 7-310. So 3, 4, and part of 5</p> <p>11 would be part of your final decision.</p> <p>12 CHAIRMAN NEIMAN: But part of 5 has to</p> <p>13 be recommended?</p> <p>14 MR. MC GINNIS: Correct. The building</p> <p>15 height and screening requirements for the press</p> <p>16 box and the team shelters would move on to the</p> <p>17 Board as a recommendation. But the building</p> <p>18 setback is within your authority, and that's</p> <p>19 specifically 7-310.</p> <p>20 CHAIRMAN NEIMAN: Thank you for that</p> <p>21 clarification.</p> <p>22 MR. PODLISKA: Robb, reading your memo,</p>	<p style="text-align: center;">8</p> <p>1 MS. BRUTON: Member Moberly?</p> <p>2 MR. MOBERLY: Yes.</p> <p>3 MS. BRUTON: Member Alesia?</p> <p>4 MR. ALESIA: Yes.</p> <p>5 MS. BRUTON: Member Murphy?</p> <p>6 MR. MURPHY: Yes.</p> <p>7 MS. BRUTON: Member Engel?</p> <p>8 MS. ENGEL: Yes.</p> <p>9 MS. BRUTON: Member Podliska?</p> <p>10 MR. PODLISKA: Yes.</p> <p>11 MS. BRUTON: Chairman Neiman?</p> <p>12 CHAIRMAN NEIMAN: Yes.</p> <p>13 I guess the next one we should deal</p> <p>14 with, let's deal with the recommended part of 5;</p> <p>15 or should we go to 3, 4, the part 3, 4, and the</p> <p>16 part of 5 that are in our jurisdiction?</p> <p>17 MR. MC GINNIS: How about the</p> <p>18 recommendation on 5 to the Board, and we will</p> <p>19 keep those grouped.</p> <p>20 CHAIRMAN NEIMAN: Okay. So is there a</p> <p>21 motion to recommend to the Board the portion of</p> <p>22 the fifth variance request regarding building</p>
<p style="text-align: center;">7</p> <p>1 at the bottom, it seems to be saying that we do</p> <p>2 have authority with respect to the soccer team</p> <p>3 shelters and the press box. But you are saying</p> <p>4 now that we do not, is that correct?</p> <p>5 MR. MC GINNIS: I'm sorry. It's</p> <p>6 increase in fence height and setback for the</p> <p>7 baseball field backstop and the soccer team</p> <p>8 shelters and press box but not for the height</p> <p>9 and screening of those structures. I'm sorry if</p> <p>10 that last sentence wasn't clear.</p> <p>11 MR. PODLISKA: Oh, okay.</p> <p>12 CHAIRMAN NEIMAN: Okay. So given that</p> <p>13 the first two variance requests have to do with</p> <p>14 the parking lot and are recommended decisions --</p> <p>15 Correct?</p> <p>16 MR. MC GINNIS: Correct.</p> <p>17 CHAIRMAN NEIMAN: Do I hear a motion to</p> <p>18 approve those first two variance requests to</p> <p>19 recommend?</p> <p>20 MR. ALESIA: So moved.</p> <p>21 MS. ENGEL: Second.</p> <p>22 CHAIRMAN NEIMAN: Roll call, please.</p>	<p style="text-align: center;">9</p> <p>1 height and screening requirements for the</p> <p>2 construction of two soccer field, team shelters,</p> <p>3 and a press box?</p> <p>4 MR. ALESIA: So moved again.</p> <p>5 MS. ENGEL: Second again.</p> <p>6 CHAIRMAN NEIMAN: Roll call, please.</p> <p>7 MS. BRUTON: Member Moberly?</p> <p>8 MR. MOBERLY: Yes.</p> <p>9 MS. BRUTON: Member Alesia?</p> <p>10 MR. ALESIA: Yes.</p> <p>11 MS. BRUTON: Member Murphy?</p> <p>12 MR. MURPHY: Yes.</p> <p>13 MS. BRUTON: Member Engel?</p> <p>14 MS. ENGEL: Yes.</p> <p>15 MS. BRUTON: Member Podliska?</p> <p>16 MR. PODLISKA: Yes.</p> <p>17 MS. BRUTON: Chairman Neiman?</p> <p>18 CHAIRMAN NEIMAN: Yes.</p> <p>19 And then the last vote I think we</p> <p>20 need to take is whether or not to approve the</p> <p>21 third variance request, the fourth variance</p> <p>22 request, and the building setback portion of the</p>

10

1 fifth variance request.

2 MR. MURPHY: So motion.

3 MR. MOBERLY: Second.

4 CHAIRMAN NEIMAN: Roll call, please.

5 MS. BRUTON: Member Moberly?

6 MR. MOBERLY: Yes.

7 MS. BRUTON: Member Alesia?

8 MR. ALESIA: Yes.

9 MS. BRUTON: Member Murphy?

10 MR. MURPHY: Yes.

11 MS. BRUTON: Member Engel?

12 MS. ENGEL: Yes.

13 MS. BRUTON: Member Podliska?

14 MR. PODLISKA: Yes.

15 MS. BRUTON: Chairman Neiman?

16 CHAIRMAN NEIMAN: Yes.

17 And Chris, I would again ask,

18 especially on the portions of our decision, our

19 recommended decisions, these approvals that you

20 spell out based on both the record and the

21 application why we found that the applicant met

22 the variation standards. Thank you.

11

1 \* \* \*

2 (Which were all the proceedings had

3 in the above-entitled cause.)

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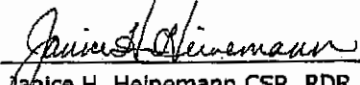
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STATE OF ILLINOIS )

) ss.

COUNTY OF DU PAGE )

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

  
Janice H. Heinemann CSR, RDR, CRR  
License No. 084-001391

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Community Development

**AGENDA SECTION:** Second Reading – ZPS  
Exterior Appearance and Site Plan for New Natatorium and various  
**SUBJECT:** Renovations for the Hinsdale Central High School  
5500 S. Grant Street in the IB Institutional Buildings District  
Case A-39-2019  
**MEETING DATE:** March 16, 2020  
**FROM:** Chan Yu, Village Planner

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**Recommended Motion**

Approve an Ordinance approving an Exterior Appearance and Site Plan for a new natatorium and various other improvements for Hinsdale Central High School at 5500 S. Grant Street – Hinsdale Township High School District 86.

**Background**

The Village of Hinsdale has received an Exterior Appearance/Site Plan review application from ARCON Associates, Inc. on behalf of Hinsdale Township High School D86, requesting approval to construct a new 2-story, 33,040 SF natatorium in addition to various other site renovations at the Hinsdale Central High School at 5500 S. Grant Street. The majority of improvements will not affect the exterior appearance of the high school and related to replacing, for example, the: tennis courts and fencing, soccer field re-grading and re-soddening, soccer field shelter and press box replacement, and football field turf replacement. The proposed project will not increase the student population.

This request was also reviewed by the Zoning Board of Appeals (ZBA), concurrently, for five (5) variation requests related to the: (1) number of parking spaces, (2) parking lot landscape island and screening, (3) height limitation to install a baseball safety netting system, (4) height limitation and setback requirements on fences to replace the tennis court, track, baseball field backstop and various other athletic fencing, and (5) waive building setback, height and screening requirements for the 2 soccer field team shelters and press box. On January 15, 2020, the ZBA unanimously approved the request, as submitted, 6-0, 1 absent.

**Discussion & Recommendation**

At the January 8, 2020, Plan Commission meeting, the PC unanimously recommended approval for the proposed exterior appearance and site plan improvements, as submitted, with the condition it is contingent on ZBA approval, 5-0, 1 abstained and 2 absent. There were public comments at the PC meeting by neighbors regarding construction updates and traffic during construction. The applicant were able to answer the questions by the neighbors.

**Village Board and/or Committee Action**

At the March 3, 2020, Board of Trustees meeting, the Village Board had no issues with the request and moved the item forward for Second Reading.



**Documents Attached**

Ordinance

The following related materials were provided for the Board of Trustees of this item on March 3, 2020, and can be found on the Village website at:

[https://www.villageofhinsdale.org/document\\_center/VillageBoard/2020/03%20MAR/VBOT%20packet%2003%2003%2020.pdf](https://www.villageofhinsdale.org/document_center/VillageBoard/2020/03%20MAR/VBOT%20packet%2003%2003%2020.pdf)

Exterior Appearance and Site Plan Application and Exhibits

Zoning Map and Project Location

Street View of 5500 S. Grant Street (to illustrate the existing building color and materials)

Aerial View of 5500 S. Grant Street

Approved Plan Commission Findings and Recommendations



## VILLAGE OF HINSDALE

ORDINANCE NO. \_\_\_\_\_

### **AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN FOR A NEW NATATORIUM AND VARIOUS OTHER IMPROVEMENTS FOR HINSDALE CENTRAL HIGH SCHOOL AT 5500 S. GRANT STREET - HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86**

**WHEREAS**, ARCON Associates, Inc. on behalf of property owner Hinsdale Township High School District 86 (the "Applicant") has submitted an application (the "Application") seeking exterior appearance and site plan approval for a new natatorium and various other improvements for Hinsdale Central High School, on property located at 5500 S. Grant Street. (the "Subject Property"). The Subject Property is located in the Village's IB Institutional Buildings District and is legally described in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the improvements proposed at this time are Phase I of a program of improvements and upgrades to the High School over the next three (3) years. The general scope of Phase I improvements includes a 33,040 square foot natatorium addition, buildings and grounds addition, parking lot reconfigurations and modifications due to loading dock relocation; associated landscaping, artificial turf replacement, tennis court and fencing replacement, running track and fence replacement, separation of storm and sanitary utilities due to Flagg Creek Water Reclamation District requirements, chain-link baseball field backstop and fence replacement, baseball field sports safety netting installation, privacy fencing, soccer field team shelter and press box replacements, emergency generator replacement, and various other ADA and health/life safety improvements on site (collectively, the "Phase I Improvements"). The proposed work related to the Phase I Improvements is depicted in the Exterior Appearance Plans and Site Plan attached hereto as **Exhibit B** and made a part hereof; and

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

**WHEREAS**, the Applicant concurrently went before the Zoning Board of Appeals seeking variations related to the: (1) number of parking spaces, (2) parking lot landscape and screening, (3) height limitation to install a baseball safety netting system, (4) height limitation and setback requirements on fences to replace the tennis court, track, baseball field backstop and various other athletic fencing, and (5) waive building setback, height and screening requirements for two (2) soccer field team shelters and press box; and

**WHEREAS**, on January 8, 2020, the Plan Commission of the Village of Hinsdale reviewed the Exterior Appearance and Site Plan Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and



**WHEREAS**, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed exterior appearance and site plan improvements on a vote of five (5) ayes, zero (0) nays, one (1) abstention, and two (2) absent, subject to Zoning Board of Appeals and Board of Trustees approval of the various concurrently requested variations for the Phase I Improvements, all as set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit C** and made a part hereof. The Plan Commission has filed its report of Findings and Recommendation regarding the approval sought in the Application with the President and Board of Trustees; and

**WHEREAS**, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan review, and the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

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

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

**SECTION 2: Approval of Exterior Appearance and Site Plans.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 3 of this Ordinance.

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

- A. **Compliance with Plans.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, and the Final Decision of the Zoning Board of Appeals and Ordinance approved by the Board of Trustees relative to the requested variations for the Phase I Improvements, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and

improvement shall comply with all Village codes, ordinances, and regulations at all times.

- C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- D. Approval of Concurrently Requested Variations. The Exterior Appearance and Site Plan approvals are specifically conditioned on Zoning Board of Appeals and Board of Trustees approval of the concurrently requested variations for the Phase I Improvements.

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

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

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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: \_\_\_\_\_, 2020



## EXHIBIT A

### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

**PARCEL I:** LOTS 1 AND 2, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PARINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL II:** THE EAST 350 FEET OF THE NORTH HALF OF THE NORTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL III:** THE EAST 350 FEET OF THE SOUTH HALF OF THE NORTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL IV:** THE NORTH HALF OF LOT 3 (EXCEPT THE EAST 350 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL V:** THE SOUTH HALF OF THE NORTH HALF (EXCEPT THE EAST 350 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS



**PARCEL VI:** THE SOUTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL VII:** THE NORTH HALF OF LOT 4, (EXCEPT THE EAST 200 FEET THEREOF) IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL VIII:** LOT 1, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL IX:** LOT 5, (EXCEPT THE EAST 150 FEET THEREOF), IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL X:** THE WEST 75 FEET OF THE EAST 150 FEET OF LOT 5, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS



**PARCEL XI:** THE EAST 75 FEET OF LOT 5, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL XII:** THE EAST 60 FEET OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**PARCEL XIII:** THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 33 FEET THEREOF, IN DUPAGE COUTNY, ILLINOIS

**PARCEL XIV:** LOTS 11 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 2, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

**COMMONLY KNOWN AS:** 5500 South Grant Street, Hinsdale, Illinois

**PINS:** 09-13-100-017, 09-13-100-008, 09-13-100- 011, 09-13-100-012, 09-13-100-013, 09-13-100-014, 09-13-100-015 & 09-13-101-027

**EXHIBIT B**

**APPROVED EXTERIOR APPEARANCE AND SITE PLANS**

**(ATTACHED)**





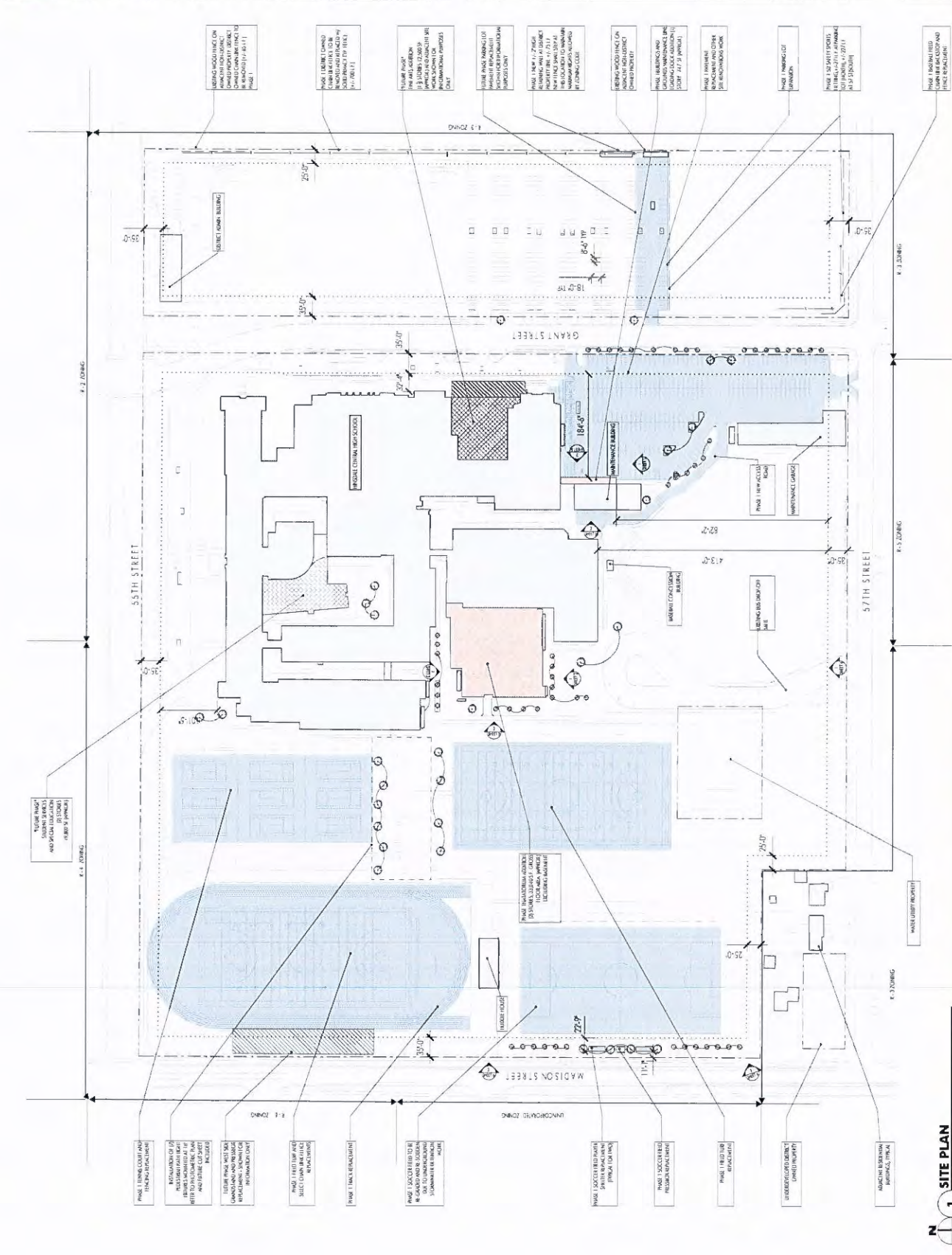
SITE PLAN

Hinsdale Township High School District 86  
Additions and Remodeling at Hinsdale Central High School  
Project No. 19048

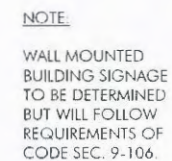


1 SITE PLAN  
SCALE: 1/8" = 1'-0"

PHASE	DESCRIPTION	REMARKS
PHASE 1	ADDITIONAL CLASSROOMS	PHASE 1
PHASE 2	ADDITIONAL CLASSROOMS	PHASE 2
PHASE 3	ADDITIONAL CLASSROOMS	PHASE 3
PHASE 4	ADDITIONAL CLASSROOMS	PHASE 4
PHASE 5	ADDITIONAL CLASSROOMS	PHASE 5
PHASE 6	ADDITIONAL CLASSROOMS	PHASE 6
PHASE 7	ADDITIONAL CLASSROOMS	PHASE 7
PHASE 8	ADDITIONAL CLASSROOMS	PHASE 8
PHASE 9	ADDITIONAL CLASSROOMS	PHASE 9
PHASE 10	ADDITIONAL CLASSROOMS	PHASE 10
PHASE 11	ADDITIONAL CLASSROOMS	PHASE 11
PHASE 12	ADDITIONAL CLASSROOMS	PHASE 12
PHASE 13	ADDITIONAL CLASSROOMS	PHASE 13
PHASE 14	ADDITIONAL CLASSROOMS	PHASE 14
PHASE 15	ADDITIONAL CLASSROOMS	PHASE 15
PHASE 16	ADDITIONAL CLASSROOMS	PHASE 16
PHASE 17	ADDITIONAL CLASSROOMS	PHASE 17
PHASE 18	ADDITIONAL CLASSROOMS	PHASE 18
PHASE 19	ADDITIONAL CLASSROOMS	PHASE 19
PHASE 20	ADDITIONAL CLASSROOMS	PHASE 20
PHASE 21	ADDITIONAL CLASSROOMS	PHASE 21
PHASE 22	ADDITIONAL CLASSROOMS	PHASE 22
PHASE 23	ADDITIONAL CLASSROOMS	PHASE 23
PHASE 24	ADDITIONAL CLASSROOMS	PHASE 24
PHASE 25	ADDITIONAL CLASSROOMS	PHASE 25
PHASE 26	ADDITIONAL CLASSROOMS	PHASE 26
PHASE 27	ADDITIONAL CLASSROOMS	PHASE 27
PHASE 28	ADDITIONAL CLASSROOMS	PHASE 28
PHASE 29	ADDITIONAL CLASSROOMS	PHASE 29
PHASE 30	ADDITIONAL CLASSROOMS	PHASE 30
PHASE 31	ADDITIONAL CLASSROOMS	PHASE 31
PHASE 32	ADDITIONAL CLASSROOMS	PHASE 32
PHASE 33	ADDITIONAL CLASSROOMS	PHASE 33
PHASE 34	ADDITIONAL CLASSROOMS	PHASE 34
PHASE 35	ADDITIONAL CLASSROOMS	PHASE 35
PHASE 36	ADDITIONAL CLASSROOMS	PHASE 36
PHASE 37	ADDITIONAL CLASSROOMS	PHASE 37
PHASE 38	ADDITIONAL CLASSROOMS	PHASE 38
PHASE 39	ADDITIONAL CLASSROOMS	PHASE 39
PHASE 40	ADDITIONAL CLASSROOMS	PHASE 40
PHASE 41	ADDITIONAL CLASSROOMS	PHASE 41
PHASE 42	ADDITIONAL CLASSROOMS	PHASE 42
PHASE 43	ADDITIONAL CLASSROOMS	PHASE 43
PHASE 44	ADDITIONAL CLASSROOMS	PHASE 44
PHASE 45	ADDITIONAL CLASSROOMS	PHASE 45
PHASE 46	ADDITIONAL CLASSROOMS	PHASE 46
PHASE 47	ADDITIONAL CLASSROOMS	PHASE 47
PHASE 48	ADDITIONAL CLASSROOMS	PHASE 48
PHASE 49	ADDITIONAL CLASSROOMS	PHASE 49
PHASE 50	ADDITIONAL CLASSROOMS	PHASE 50
PHASE 51	ADDITIONAL CLASSROOMS	PHASE 51
PHASE 52	ADDITIONAL CLASSROOMS	PHASE 52
PHASE 53	ADDITIONAL CLASSROOMS	PHASE 53
PHASE 54	ADDITIONAL CLASSROOMS	PHASE 54
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PHASE 56	ADDITIONAL CLASSROOMS	PHASE 56
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PHASE 58	ADDITIONAL CLASSROOMS	PHASE 58
PHASE 59	ADDITIONAL CLASSROOMS	PHASE 59
PHASE 60	ADDITIONAL CLASSROOMS	PHASE 60
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PHASE 69	ADDITIONAL CLASSROOMS	PHASE 69
PHASE 70	ADDITIONAL CLASSROOMS	PHASE 70
PHASE 71	ADDITIONAL CLASSROOMS	PHASE 71
PHASE 72	ADDITIONAL CLASSROOMS	PHASE 72
PHASE 73	ADDITIONAL CLASSROOMS	PHASE 73
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PHASE 79	ADDITIONAL CLASSROOMS	PHASE 79
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PHASE 82	ADDITIONAL CLASSROOMS	PHASE 82
PHASE 83	ADDITIONAL CLASSROOMS	PHASE 83
PHASE 84	ADDITIONAL CLASSROOMS	PHASE 84
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PHASE 89	ADDITIONAL CLASSROOMS	PHASE 89
PHASE 90	ADDITIONAL CLASSROOMS	PHASE 90
PHASE 91	ADDITIONAL CLASSROOMS	PHASE 91
PHASE 92	ADDITIONAL CLASSROOMS	PHASE 92
PHASE 93	ADDITIONAL CLASSROOMS	PHASE 93
PHASE 94	ADDITIONAL CLASSROOMS	PHASE 94
PHASE 95	ADDITIONAL CLASSROOMS	PHASE 95
PHASE 96	ADDITIONAL CLASSROOMS	PHASE 96
PHASE 97	ADDITIONAL CLASSROOMS	PHASE 97
PHASE 98	ADDITIONAL CLASSROOMS	PHASE 98
PHASE 99	ADDITIONAL CLASSROOMS	PHASE 99
PHASE 100	ADDITIONAL CLASSROOMS	PHASE 100





[illegible]

Architectural elevation drawing of a building facade. The drawing shows a long, low structure with a series of vertical panels and a lower section with horizontal panels. Callouts on the right side identify materials and components:

- PRE-FINISHED ALUMINUM CLIMATE CONTROL SYSTEM
- BACK PANEL (1)
- METAL PANEL - TOP 1
- METAL PANEL - TOP 2
- PRE-FINISHED ALUMINUM CLIMATE CONTROL SYSTEM

At the bottom, there are two labels: "EXTERIOR LIGHTING" on the left and "EXTERIOR LIGHTING" on the right, both pointing to small rectangular fixtures on the facade.



December 11, 2019



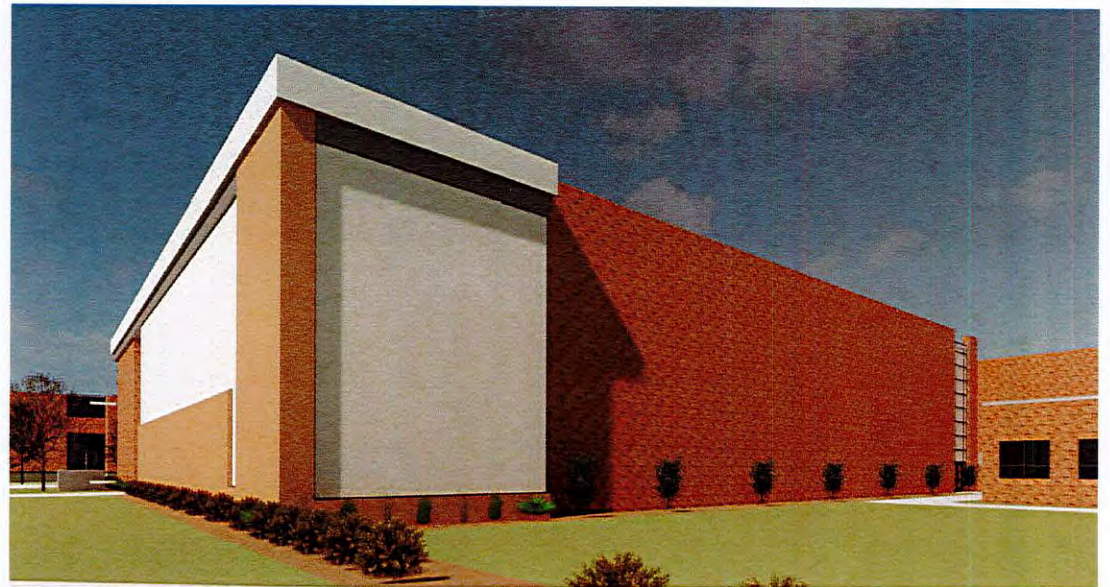
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NORTHWEST VIEW

SOUTHWEST VIEW



## Hinsdale Township High School District 86

ADDITIONS & RENOVATIONS AT HINSDALE CENTRAL HIGH SCHOOL

PROJECT NO. 19048

December 11, 2019

BP-2 - POOL EXTERIOR PERSPECTIVES



Attachment 1



POOL ADDITION



STREET VIEW 1. 57TH STREET AND BUS LOOP WITH BUILDING ADDITION

POOL ADDITION



STREET VIEW 2. MADISON AT 56TH STREET WITH BUILDING ADDITION

POOL ADDITION



STREET VIEW 3. MADISON AT SOCCER FIELD WITH BUILDING ADDITION



Hinsdale Township High School District 86

ADDITIONS & RENOVATIONS AT HINSDALE CENTRAL HIGH SCHOOL

PROJECT NO. 19048

December 11, 2019

STREET VIEWS OF POOL ADDITION



Attachment 5







EXTERIOR - B & G - VIEW 1

EXTERIOR - B & G - VIEW 2



## Hinsdale Township High School District 86

ADDITIONS & RENOVATIONS AT HINSDALE CENTRAL HIGH SCHOOL

PROJECT NO. 19048

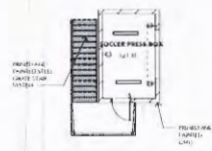
December 11, 2019

BP-2 - BUILDING & GROUNDS PERSPECTIVES

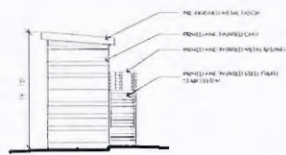


Attachment 1

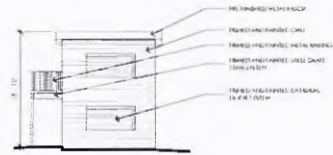




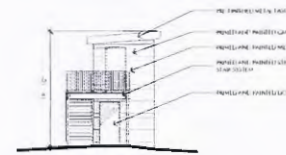
**1 SOCCER PRESS BOX PLAN**  
1' 0" x 1' 0"



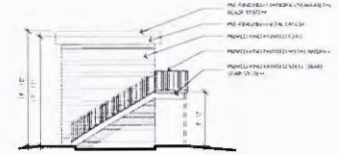
**2 SOCCER PRESS BOX-NORTH**  
1' 0" x 1' 0"



**3 SOCCER PRESS BOX-EAST**  
1' 0" x 1' 0"



**4 SOCCER PRESS BOX-SOUTH**  
1' 0" x 1' 0"



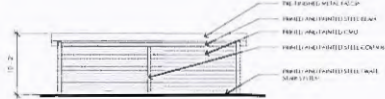
**5 SOCCER PRESS BOX-WEST**  
1' 0" x 1' 0"



**6 SOCCER SHELTER PLAN**  
1' 0" x 1' 0"



**7 SOCCER SHELTER-SOUTH/NORTH**  
1' 0" x 1' 0"



**8 SOCCER SHELTER-EAST**  
1' 0" x 1' 0"



**9 SOCCER SHELTER-WEST**  
1' 0" x 1' 0"



EX.1 NEW FENCE, IMAGE SHOWN FOR INFORMATION ONLY. EXACT COLORS, ETC. TO BE DETERMINED. SAMPLE IMAGE ONLY.



EX.2 NEW FENCE, IMAGE SHOWN FOR INFORMATION ONLY. EXACT COLORS, ETC. TO BE DETERMINED. SAMPLE IMAGE ONLY.

NOT TO EXCEED 8'-0" IN HEIGHT - ON EAST PROPERTY LINE.



EX.1 NEW 50' SPORTS NETTING, IMAGE SHOWN FOR INFORMATION ONLY. EXACT COLORS, ETC. TO BE DETERMINED. SAMPLE IMAGE ONLY, REFER TO PLANS FOR PROPOSED CONFIGURATION.



EX.2 NEW 50' SPORTS NETTING, IMAGE SHOWN FOR INFORMATION ONLY. EXACT COLORS, ETC. TO BE DETERMINED. SAMPLE IMAGE ONLY, REFER TO PLANS FOR PROPOSED CONFIGURATION.

PROPOSED INSTALLATION AT JUNIOR VARSITY BASEBALL FIELD DOES NOT INCLUDE LIGHT FIXTURES, TYP.

PROPOSED INSTALLATION AT JUNIOR VARSITY BASEBALL FIELD DOES NOT INCLUDE LIGHT FIXTURES, TYP.



Hinsdale Township High School District 86

ADDITIONS & RENOVATIONS AT HINSDALE CENTRAL HIGH SCHOOL

PROJECT NO. 19048

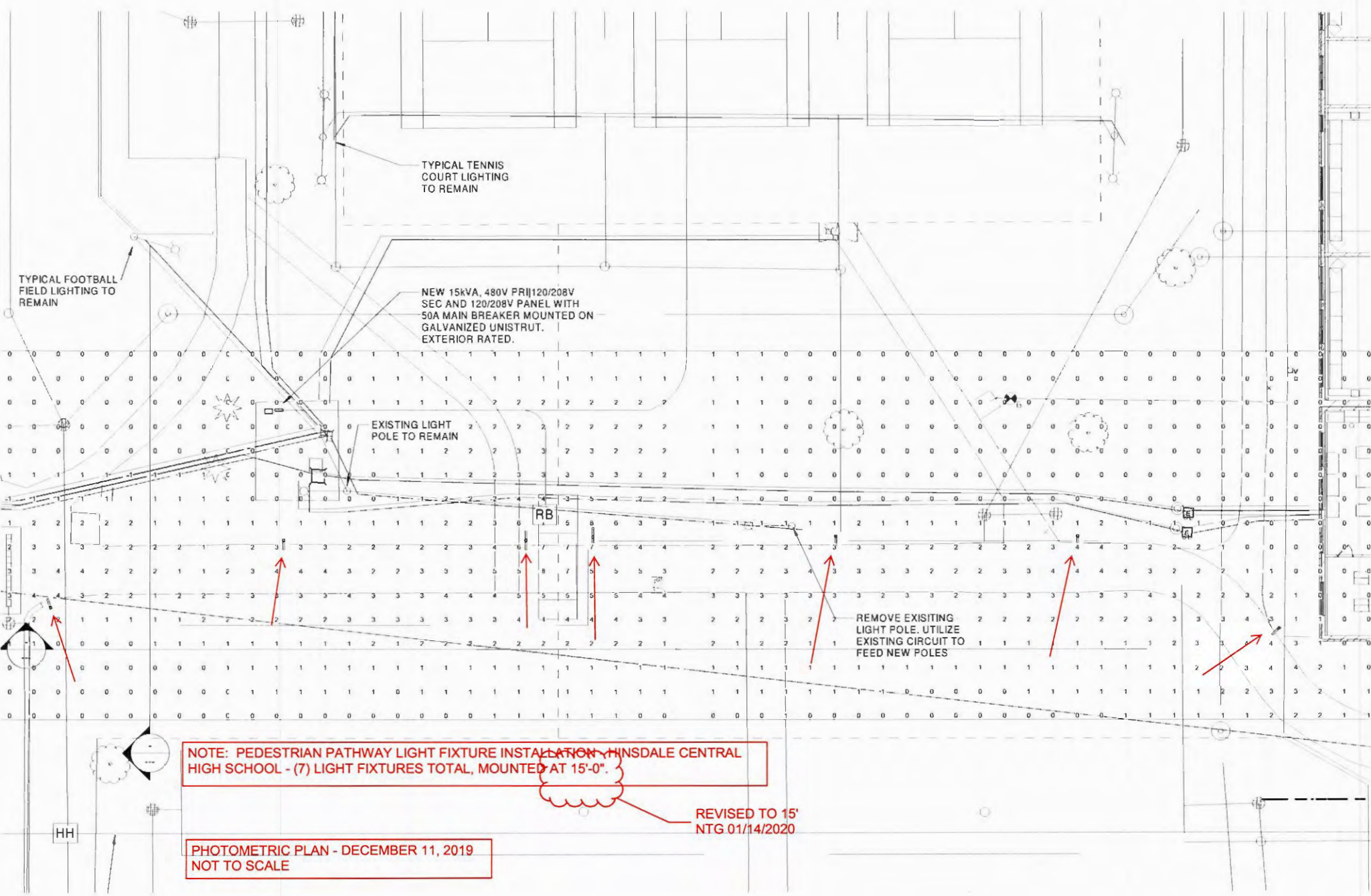
December 11, 2019

SOCCER SHELTERS



Attachment 1





# Kick™ – K4 Small Scale

TYPE

## FEATURES

- Integral Motion Sensor
- wiScape enabled
- IDA approved
- 20kV/10kA surge protection
- ANSI C136.41 receptacle
- IES Type II, III and IV distributions
- 3000K, 4000K, 5000K CCT
- Integral thermal protection
- 0-10V dimming ready
- IP66 optical system
- 120-277, 347 and 480VAC input
- Staggered twin mounting
- ANSI C136.31-2010 4G Rated



IK10



3000K and warmer CCTs only  
MO-XX30 configurations only

## ORDERING CODE

1	2	3	4	5	6	7	8	9	10
Model	Optics	Optical Finish	Light Engine	Controls	Fuse	Voltage	Mounting	Mounting Options	Fixture Finish

### 1. MODEL

4" wide luminaire

K41	Single fixture
K42	Two fixtures 180° apart
K43	Three fixtures 90° apart
K44	Four fixtures 90° apart

### 2. OPTICS

Distribution Type, see "Luminaire Performance" on page 3

T2	IES Type II
T3	IES Type III
T4	IES Type IV

### 3. OPTICAL FINISH

Standard white or may choose one. See "Luminaire Performance" on page 3 for detail.

MO	Optics in Matte Black finish
FO	Optics in fixture finish

### 4. LIGHT ENGINE

Lumen package, see "Luminaire Performance" on page 3 for detail

7050	5000K CCT, CRI 70, 64 watts
7040	4000K CCT, CRI 70, 64 watts
7030	3000K CCT, CRI 70, 64 watts
5050	5000K CCT, CRI 70, 46 watts
5040	4000K CCT, CRI 70, 46 watts
5030	3000K CCT, CRI 70, 46 watts

560nm monochromatic amber and or custom lumen package available by request. <sup>1</sup>

### 5. CONTROL

#### Options

MPCR	7-pin Receptacle
WIR	wiScape connectivity
WIRSC	wiScape + motion sensor
SCP	Motion sensor + Photocell <sup>2</sup>
SWP	SiteSync Pre-commissioned <sup>5</sup>
SWPM	SiteSync Pre-commissioned + Motion Sensor <sup>6</sup>

#### Accessories:

SCPREMOTE	Handheld commissioning tool <sup>4</sup>
SWUSB	SiteSync loaded on USB flash drive (Windows® operating system only) <sup>5</sup>
SWTAB	SiteSync Windows® based Tablet <sup>5</sup>
SWBRG	SiteSync Wireless Bridge Node <sup>5</sup>
SW7PR	SiteSync 7-Pin Module
NXOFM-1R1D-UNV	NX 7-pin Module

### 6. FUSE

(may choose one)

SF	120, 277, 347 Volt input
DF	208, 240, 480 Volt input

### 7. VOLTAGE

120-277VAC input standard or may choose one

347	347VAC input
480	480VAC input

### 8. MOUNTING

#### Integral Pole

PS410-125	10' luminaire height.
PS412-125	12' luminaire height.
PS414-125	14' luminaire height.
PS416-125	16' luminaire height.
PS418-125	18' luminaire height.
PS420-125	20' luminaire height.

#### Tenon Mount

TA23	Slips over a 2 3/8" / 60mm Ø x 4" / 102mm tall tenon
------	---

#### Side Mount

SMK	Mounts to the side of a square pole, K41 only
-----	--

#### Wall Mount

WMK	K41 only
-----	----------

### 9. MOUNTING OPTIONS

#### Twin mount at staggered heights

Mounting holes for a fixture at 180°, K41-... PS4... only, may choose one

TS8	8' from bottom
TS10	10' from bottom
TS12	12' from bottom
TS14	14' from bottom
TS16	16' from bottom
TS18	18' from bottom

#### Pole Accessories

May choose one

GFI	GFCI receptacle, 24" from top of pole
RBC	Duplex receptacle box with clear cover, wiring device(s) not included

### 10. FIXTURE FINISH

#### Standard Color

AGN	Antique Green
BL	Black
BLT	Matte Black
CRT	Corten
DB	Dark Bronze
DGN	Dark Green
GT	Graphite
LG	Light Grey
MAL	Matte Aluminum
MDB	Bronze Metallic
MG	Medium Grey
TT	Titanium
WH	Arctic White
WDB	Weathered Bronze
VBV	Verde Blue

#### Premium Color

SHK	Shamrock
SPP	Salt and Pepper
SFM	Seafoam
WCP	Weathered Copper
RAL	RAL 4 digit Color
CUSTOM	Custom Color

<sup>1</sup> Contact factory

<sup>4</sup> Handheld commissioning tool is required to separately configure or adjust any number of SCP sensors

<sup>5</sup> Specify group and zone at time of order. See [www.hubbellighting.com/sitesync](http://www.hubbellighting.com/sitesync) for more details. Order at least one SiteSync interface accessory SWUSB or SWTAB. Each option contains SiteSync License, GUI, and Bridge Node.

<sup>6</sup> When ordering with SiteSync, one of the following interface options must be chosen and ordered separately. Each option contains the SiteSync License, GUI and Bridge Node.



ARCHITECTURAL AREA LIGHTING  
17760 Rowland Street | City of Industry | CA 91748  
P 626.968.5666 | F 626.369.2695 | [www.aal.net](http://www.aal.net)  
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JOB  
TYPE  
NOTES



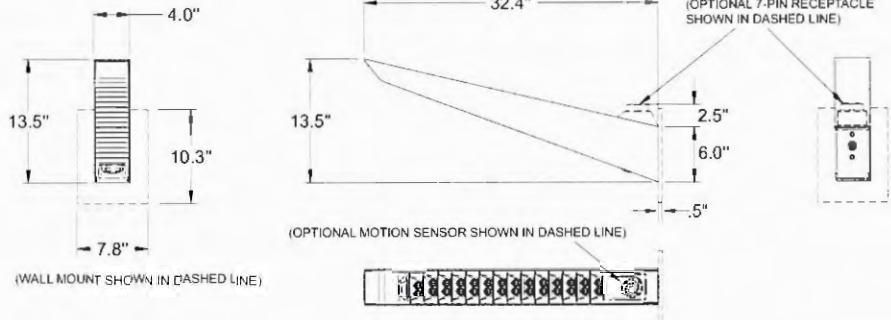
# Kick™ – K4 Small Scale

TYPE

## Side Mounted Luminaire

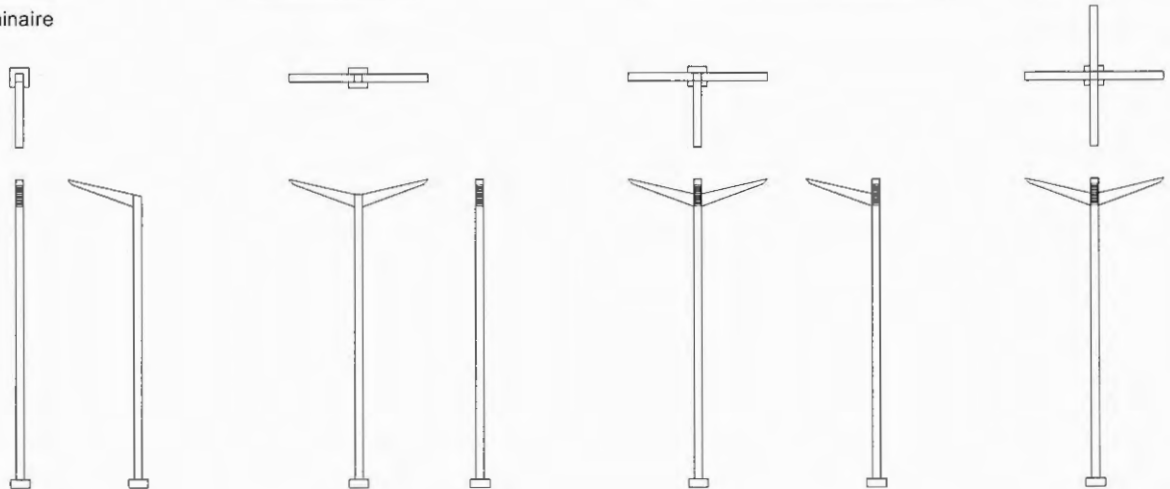
Mounts to the side of 4"/102mm square pole.

MODEL	K41-...-SMK
OVERALL HEIGHT	13.5" / 343mm
OVERALL LENGTH	32.4" / 823mm
OVERALL WIDTH	4" / 102mm
WEIGHT	15 lbs.
EPA	1.03



## Integral Pole Luminaire

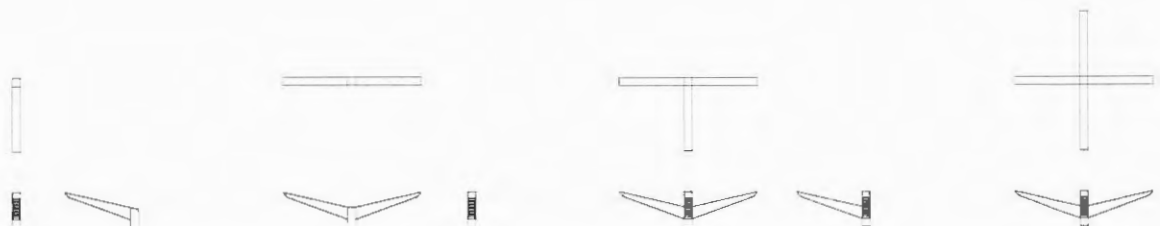
See page 6  
for height and  
mounting detail  
\* Weight and  
EPA for fixtures  
only



MODEL	K41-...-PS4XX-125	K42-...-PS4XX-125	K43-...-PS4XX-125	K44-...-PS4XX-125
Overall Length	36.4" / 925mm	10" / 254mm	36.4" / 925mm	68.9" / 1750mm
Overall Width	10" / 254mm	68.9" / 1750mm	68.9" / 1750mm	68.9" / 1750mm
WEIGHT	15 lbs.	30 lbs.	45 lbs.	60 lbs.
EPA*	1.03	2.06	2.61	2.61

## Tenon Mount Luminaire

Slips over a 2 3/8"/60mm diameter by 4"/102mm tall tenon



MODEL	K41-...-TA23	K42-...-TA23	K43-...-TA23	K44-...-TA23
Overall Height	17.5" / 445mm	17.5" / 445mm	17.5" / 445mm	17.5" / 445mm
Overall Length	36.4" / 925mm	10" / 254mm	36.4" / 925mm	68.9" / 1750mm
Overall Width	4" / 102mm	68.9" / 1750mm	68.9" / 1750mm	68.9" / 1750mm
WEIGHT	18.5 lbs.	33.5 lbs.	48.5 lbs.	63.5 lbs.
EPA*	1.33	2.42	2.61	2.61



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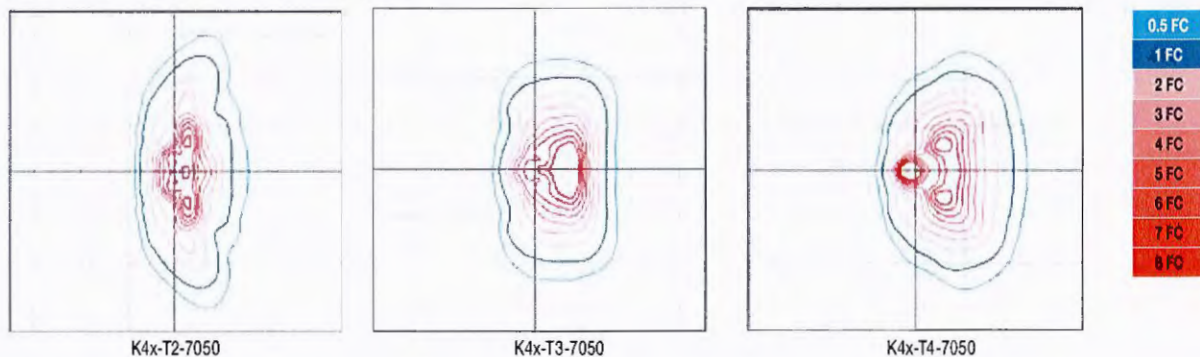
JOB  
TYPE  
NOTES

LUMINAIRE PERFORMANCE

Configuration				Ordering Code																Average System Watts
Light Engine	Optical Finish	Distribution	Ordering Code	Bright White (5000K)					Neutral White (4000K)					Warm White (3000K)						
				Delivered Lumens	Efficacy (lm/W)	BUG Rating			Delivered Lumens	Efficacy (lm/W)	BUG Rating			Delivered Lumens	Efficacy (lm/W)	BUG Rating				
				7050					7040					7030						
7000 series	Standard White	Type 2	T2	6932	108	2	2	2	6775	106	2	2	2	6536	102	2	2	2	64	
		Type 3	T3	6952	108	1	2	1	6795	106	1	2	1	6554	102	1	2	1		
		Type 4	T4	7691	120	2	2	2	7516	117	2	2	2	7250	113	2	2	1		
	Fixture Matched	Type 2	T2-FO	5614	87	2	2	2	5486	85	2	2	2	5292	83	2	2	2		
		Type 3	T3-FO	5788	84	1	2	1	5646	82	1	2	1	5456	79	1	2	1		
		Type 4	T4-FO	6131	96	2	2	2	5992	94	2	2	2	5780	90	2	2	1		
	Matte Black	Type 2	T2-MO	5602	88	2	0	1	5475	86	2	0	1	5281	83	1	0	1		
		Type 3	T3-MO	5773	90	1	0	1	5656	88	1	0	1	5442	85	1	0	1		
		Type 4	T4-MO	6117	96	2	0	1	5979	93	2	0	1	5767	90	2	0	1		
					5050					5040					5030					
5000 series	Standard White	Type 2	T2	5239	113	1	2	1	5234	114	2	2	1	4999	108	1	2	1	46	
		Type 3	T3	5130	111	1	2	1	5125	112	1	2	1	4895	106	1	2	1		
		Type 4	T4	5456	118	1	2	1	5451	118	1	2	1	5207	113	1	2	1		
	Fixture Matched	Type 2	T2-FO	4003	87	1	2	1	4010	87	2	2	1	3820	83	1	2	1		
		Type 3	T3-FO	4048	88	1	2	1	4044	88	1	2	1	3863	84	1	2	1		
		Type 4	T4-FO	4503	98	1	2	1	4524	98	1	2	1	4297	93	1	2	1		
	Matte Black	Type 2	T2-MO	4003	87	1	0	1	4000	87	1	0	1	3820	83	1	0	1		
		Type 3	T3-MO	4048	88	1	0	1	4045	88	1	0	1	3863	84	1	0	1		
		Type 4	T4-MO	4503	98	1	0	1	4499	98	1	0	1	4297	93	1	0	1		

-MO ies files should be used for -FO configurations in application layouts.

ISOLINE TEMPLATES 14' Mounting Height

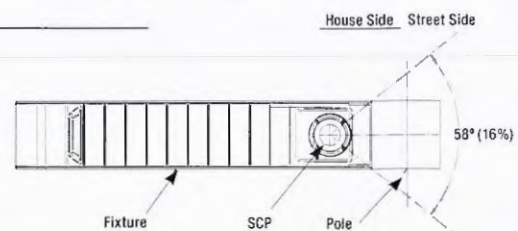


ELECTRICAL CHARACTERISTICS

Ordering Code	LED Current (mA)	System Wattage (W)	Input				Hz	Min. Power Factor	Max THD (%)	Dimming Range (V)	Source/ Sink Current (mA)	Inrush Current Peak							
			Amps AC									(A)				T@50% (μs)			
												120	277	347	480	120	277	347	480
70XX	700	64	0.5	0.23	0.2	0.13	50/60	>0.9	20	0-10	1	15	32	41	63	50	155		
50XX	500	46	0.4	0.17	0.1	0.10													

SENSOR DETECTION RANGE

		SENSOR MOUNTING HEIGHT							RATIO
		8'	10'	12'	14'	16'	18'	20'	
COVERAGE DIAMETER	SCP	20'	25'	30'	35'	40'	45'	50'	1:2.5
	WIRSC	16'	20'	24'	28'	32'	36'	40'	1:2





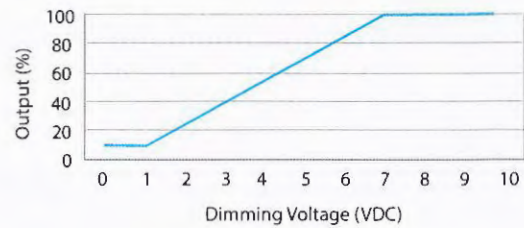
# Kick™ – K4 Small Scale

TYPE

## TM-21 LIFETIME CALCULATION

Ambient Environment °C	Projected Lumen Maintenance (Khrs)					Reported L70
	25	50	60 (TM-21)	75	100	
25	98%	95%	94%	92%	90%	>60Khrs.
40	98%	96%	95%	93%	91%	

## DIMMING CURVE



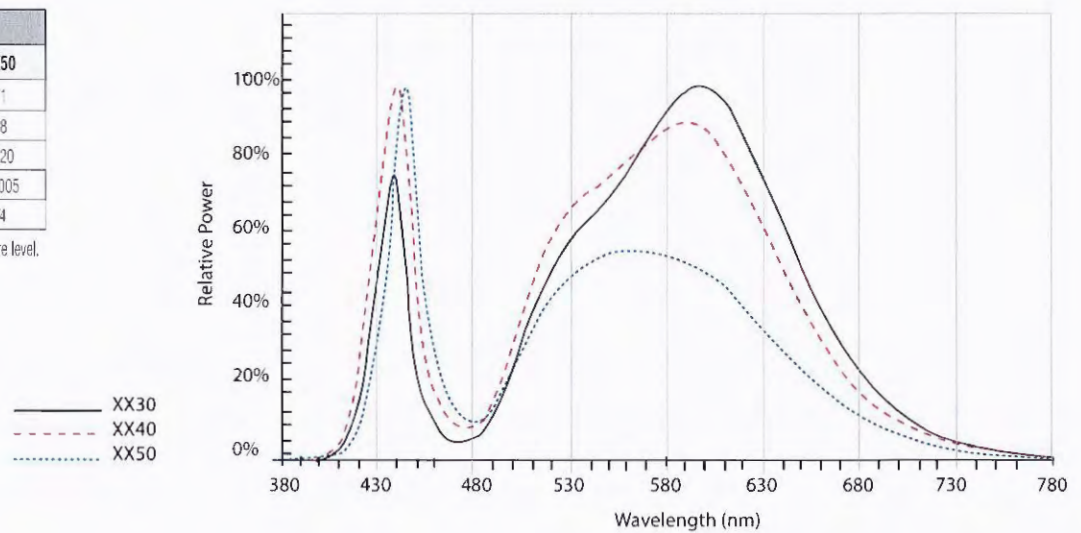
Note: Fixture does not dim to off, fixture dims to 10% minimum output.

## COLOR CHARACTERISTICS

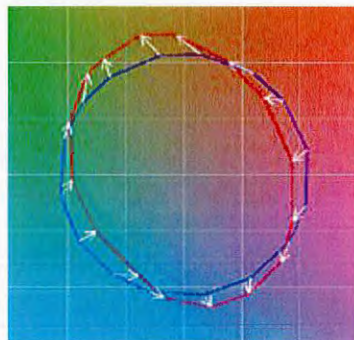
Value	Ordering Code		
	XX30	XX40	XX50
Ri	69	69	71
Rg	99	99	98
CCT(K)	3122	3852	5020
Duv	0.001	0.0004	0.0005
CIE Ra	74	73	74

Note: TM-30 reported at the discrete LED level, not fixture level.

## SPECTRAL POWER DISTRIBUTION COMPARISON

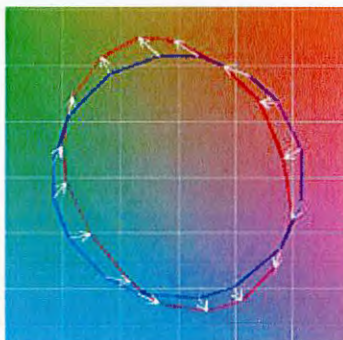


## COLOR VECTOR GRAPHIC



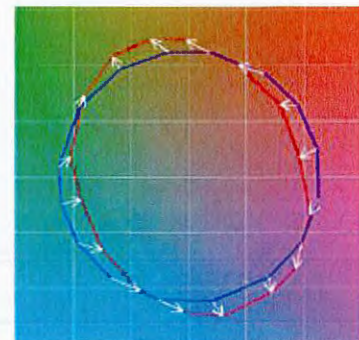
Reference Illuminant  
Series3  
Series7  
Test Source  
Series4  
Series8  
Series1  
Series2  
Series5  
Series6  
Series9  
Series10

XX30



Reference Illuminant  
Series3  
Series7  
Test Source  
Series4  
Series8  
Series1  
Series2  
Series5  
Series6  
Series9  
Series10

XX40



Reference Illuminant  
Series3  
Series7  
Test Source  
Series4  
Series8  
Series1  
Series2  
Series5  
Series6  
Series9  
Series10

XX50



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JOB  
TYPE  
NOTES

## SPECIFICATIONS

## HOUSING

- Housing shroud shall be of fabricated 5052-H32 aluminum alloy with a rear mounting interface that shall be of fabricated 304 stainless steel.
- Housing mounting interface shall have a stamped silicone gasket.
- Luminaire housing shall be free of any visible heat fins, hardware or fasteners.
- Bracketry and hardware shall be stainless steel.

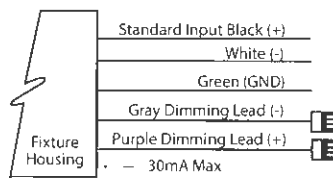
## OPTICAL ARRAY

- LEDs shall be mounted to a metal printed circuit board assembly (MCPCB) with a uniform conformal coating over the panel surface and electrical features.
- Optical lenses shall be clear injection molded PMMA acrylic.
- Each MCPCB and optic shall be sealed to an extruded 6063-T6 aluminum alloy heat spreader and sealed with a continuous one piece injection molded silicone rubber gasket. IP66.
- Patent Pending design of optical array shall independently shield each LED optic across the length of the aperture.
- Optical surfaces shall be painted white unless the optional fixture finish (FO) or matte black finish (MO) is selected.
- Optional matte black finish optics (MO) are required to meet UO classification with zero percent uplight.
- Optional fixture finish optical surfaces (FO) shall not exceed BUG ratings of the standard white finish and shall be greater than or equal to the delivered lumens of the optional matte black optical surface finish (MO).

## ELECTRICAL

- Drivers shall be in direct contact with the aluminum housing across the entire surface area of the widest face for maximum thermal transfer.
- Luminaires shall have integral surge protection that shall be U.L. recognized and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372J. Surge protection device shall be wired in series.
- Drivers shall be U.L. recognized.
- Drivers shall not be compatible with current sourcing dimmers. consult factory for current list of known compatible dimming systems approved dimmers include Lutron Diva AVTV, Lutron Nova NFTV and NTFTV

- Luminaire shall be capable of operating at 100% brightness in a 40°C environment. Both driver and optical array shall have integral thermal protection that will dim the luminaire upon detection of temperatures in excess of 85°C.
- Luminaires not configured with a control system or ANSI C136 receptacle option shall be provided with 0-10 purple and gray dimming leads.



## CONTROLS

- Wireless enabled fixtures shall support bi-directional radio frequency (RF) communications utilizing IEEE 802.15.4 operating in the 2.4GHz ISM band.
- Up to 1000' wireless range may be reduced by physical obstructions between lighting fixtures.
- Motion Sensor shall use passive infrared (PIR) sensing technology that reacts to changes in infrared energy (moving body heat) within the coverage area. Careful consideration must be given to obstructions that may block the sensor's line of sight.
- Factory default settings for SCP option shall be:
  - High mode: 10V
  - Low mode: 1V
  - Ramp-up rate: disabled
  - Fade-down rate: disabled
  - Photocell: Off
  - Sensitivity: Full
  - Time Delay: Fade to low: 5 minutes
  - Time Delay: Fade to off: 1 hour

## MOUNTING AND INSTALLATION

- Integral pole mount luminaires shall require assembly of fixture(s) to the pole. mounting hardware, anchor bolts and anchor bolt template shall be included. See page 6 for additional considerations specific to the integral pole.
- Tenon mount luminaires shall require assembly of fixture(s) to the tenon adapter. mounting hardware shall be included. Tenon adapter shall be secured to the tenon with eight 5/16-18 stainless steel set screws.

- Side mount luminaires shall be supplied with hardware compatible with AAL mountings.
- Twin mounted staggered height fixtures shall be configured separately.

## SERVICING

- Service access to the optical array and driver assembly shall be via a tool-less internal latch and have an audible click.
- Optical array shall be able to hang freely in an open service position for inspection of internal wire connections. Once in service position, the optical array shall be able to be removed for service by lifting the assembly up off the rear hinge and disconnecting the wiring plugs.
- Driver assembly shall be mounted to a prewired internal tray with quick disconnects for removal.

## FINISH

- Luminaire finish shall consist of a five stage pretreatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish.
- Luminaire finish shall meet the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance.

## CERTIFICATION

- Luminaire shall be listed with UL for outdoor, wet location use, UL1598, UL 8750 and Canadian CSA Std. C22.2 no 250.
- ANSI C136.31-2010 4G Vibration tested and compliant.
- IEC 66262 Mechanical Impact Code IK10
- IDA approved, 3000K and warmer CCTs only.

Warranty / Terms and Conditions of Sale Download.  
<http://www.hubbellighting.com/resources/warranty/>

## SPECIFICATIONS

## Integral Pole

MODEL	HEIGHT		SHAFT		MAXIMUM ALLOWABLE EPA (MPH)								
	OVERALL	POLE	SECTION	WT	85	90	100	110	120	130	140	150	
K4X-PS410-125	10' 7.5" / 3.24m	10'	4" SQ x .125"	28 lbs	15.4	13.5	10.4	8.1	6.4	5.0	4.0	3.1	
K4X-PS412-125	12' 7.5" / 3.85m	12'	4" SQ x .125"	32 lbs	11.8	10.2	7.6	5.7	4.3	3.2	2.3	1.6	
K4X-PS414-125	14' 7.5" / 4.46m	14'	4" SQ x .125"	37 lbs	9.1	7.7	5.5	3.9	2.6	1.7	0.95	0.33	
K4X-PS416-125	16' 7.5" / 5.07m	16'	4" SQ x .125"	42 lbs	6.9	5.7	3.8	2.3	1.3	0.46	-	-	
K4X-PS418-125	18' 7.5" / 5.68m	18'	4" SQ x .125"	48 lbs	4.9	3.9	2.2	0.95	0.01	-	-	-	
K4X-PS420-125	20' 7.5" / 6.29m	20'	4" SQ x .125"	53 lbs	3.2	2.2	0.75	-	-	-	-	-	

\* - Consult factory for thicker shaft profiles and or custom heights not shown above.

## CONSTRUCTION

- Base shall be cast aluminum #356 alloy and be heat treated to a T-6 condition.
- Shaft shall be extruded aluminum 6061 alloy and heat treated to a T-6 condition.
- Anchor bolts shall be hot dip galvanized steel. Eight galvanized hex nuts and flat washers, and a bolt circle template shall be provided. Anchor bolt for poles are 3/4" x 24" x 3".

## WARNINGS

- Caution must be exercised in the selection of a design wind speed when the pole is to be installed in a special wind region (as indicated by the wind map) or in an area where wind speed is unpredictable.
- AAL recommends consulting a local engineer when the pole is to be installed in an area that may be subject to vibration, oscillations, and other fatigue effects which are not covered by the AAL warranty.
- The use of banners or other appendages can severely affect the loading of a pole. No banner or other appendage may be attached to an AAL pole unless approved by AAL.
- If the products are to be used on an existing foundation or on other structures, the customer assumes all responsibility for the structural integrity of the existing foundation, anchorage or structures and all the consequences arising there from.

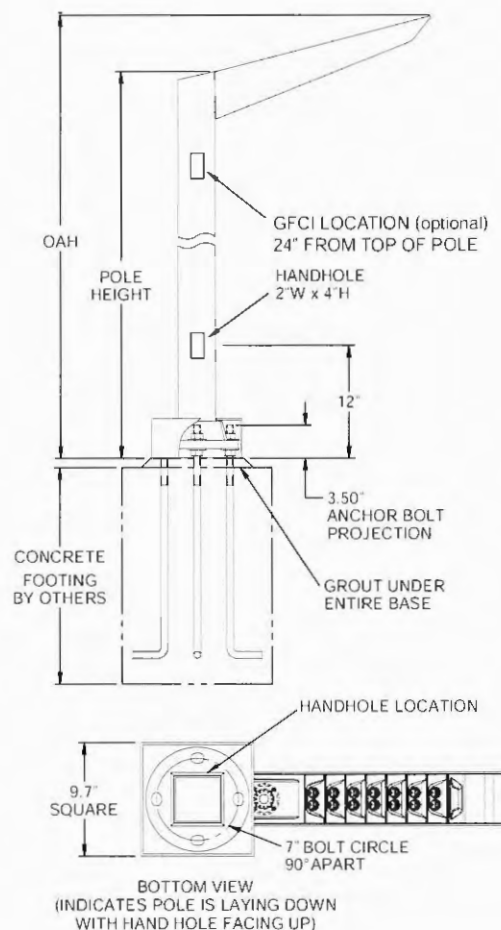
## CAUTION

- Poles should never be erected without the luminaire installed. Warranty is voided if the pole is erected without the luminaire.

## WARRANTY / TERMS AND CONDITIONS OF SALE

Download:

<http://www.hubbellighting.com/resources/warranty/>

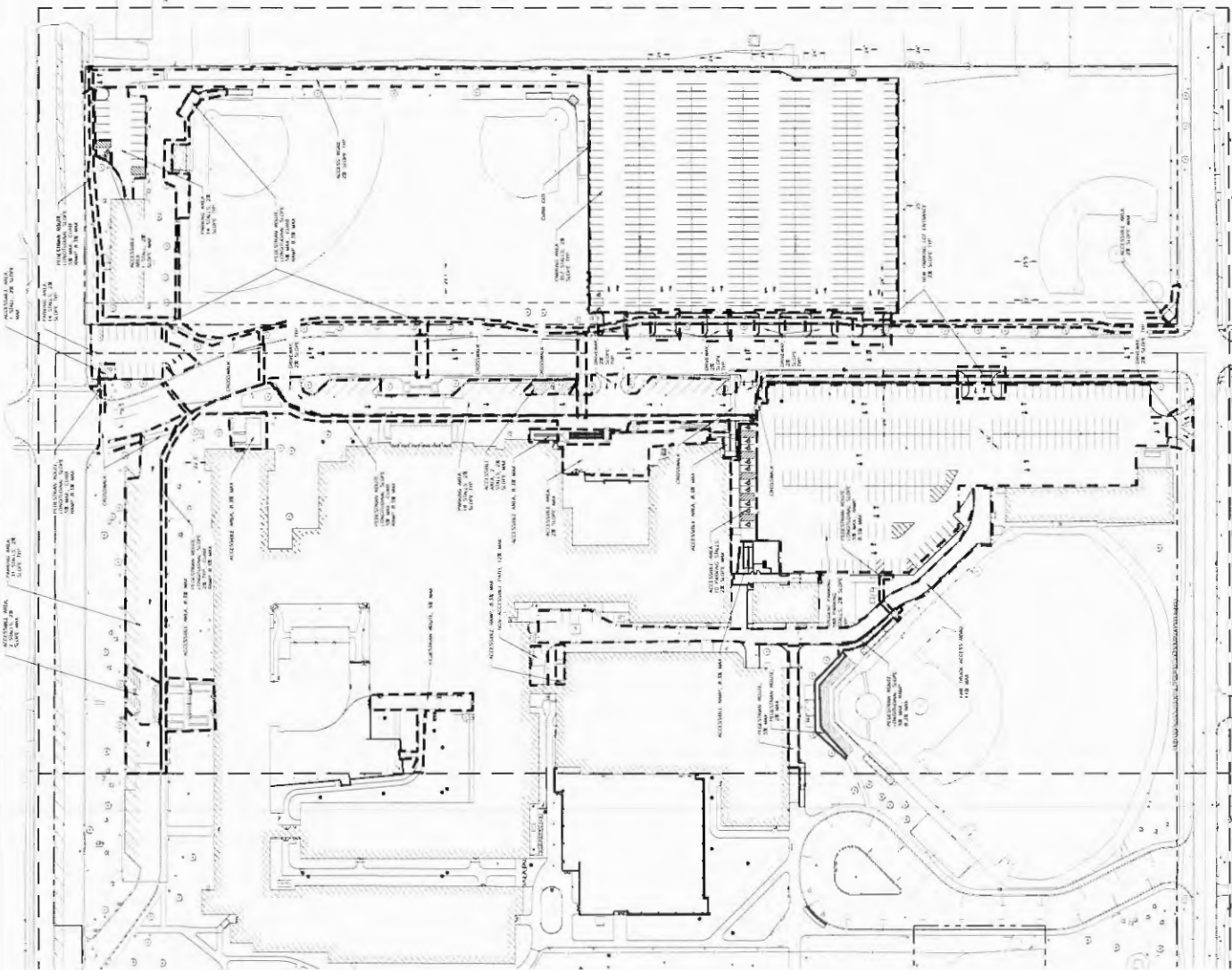


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JOB  
TYPE  
NOTES

















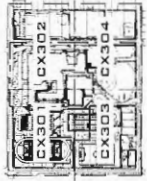




ERIKSSON  
ENGINEERING  
ASSOCIATES, LTD.  
100-10000 100th Avenue, Suite 100  
Richmond, BC V6V 2G9  
Tel: 604-271-1111  
Fax: 604-271-1112



Scale 1" = 40'



Legend
1. Main Road
2. Secondary Road
3. Tertiary Road
4. Footpath
5. Boundary Line
6. Property Line
7. Contour Line



2020 REFERENCE  
WORK  
100-10000 100th Avenue, Suite 100  
Richmond, BC V6V 2G9  
Tel: 604-271-1111  
Fax: 604-271-1112

BRANCH OF EDUCATION  
100-10000 100th Avenue, Suite 100  
Richmond, BC V6V 2G9  
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Fax: 604-271-1112



20/10 Engineering Group  
100-10000 100th Avenue, Suite 100  
Richmond, BC V6V 2G9  
Tel: 604-271-1111  
Fax: 604-271-1112

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Tel: 604-271-1111  
Fax: 604-271-1112

REVISIONS		
No.	Date	By
01	10/02/19	
02	10/25/19	

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Drawn: JAC  
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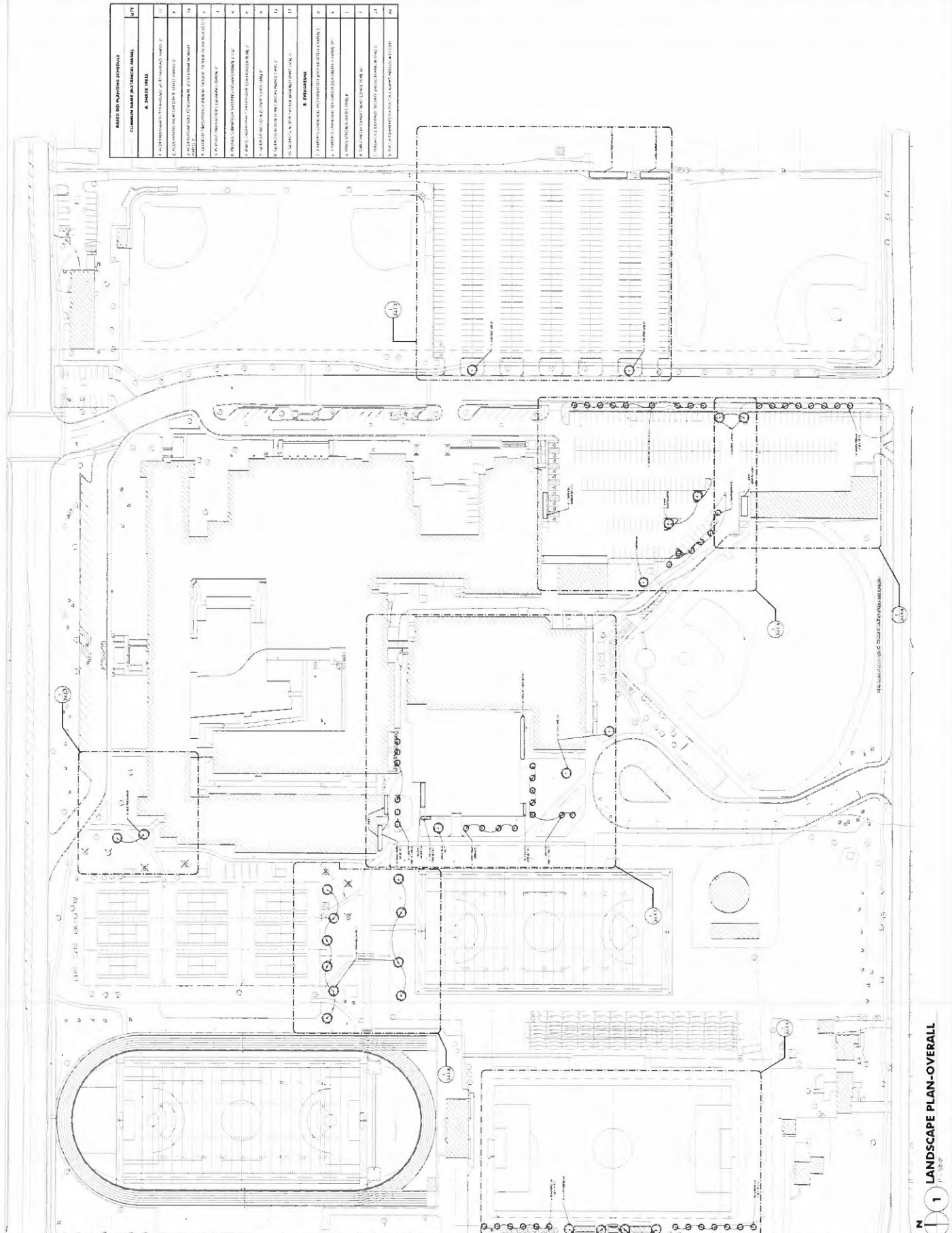
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ARCHITECTURAL  
RECONSTRUCTION  
CONSTRUCTION  
LANDSCAPE  
DESIGN

REVISIONS  
No. Date By

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156-000000  
Issue Date:  
December 6, 2019  
Drawn by:  
ARCON  
Sheet Title:  
LANDSCAPE PLAN-Overall  
Sheet Number:  
2-L1.0

**2-L1.0**  
LANDSCAPE PLAN-Overall

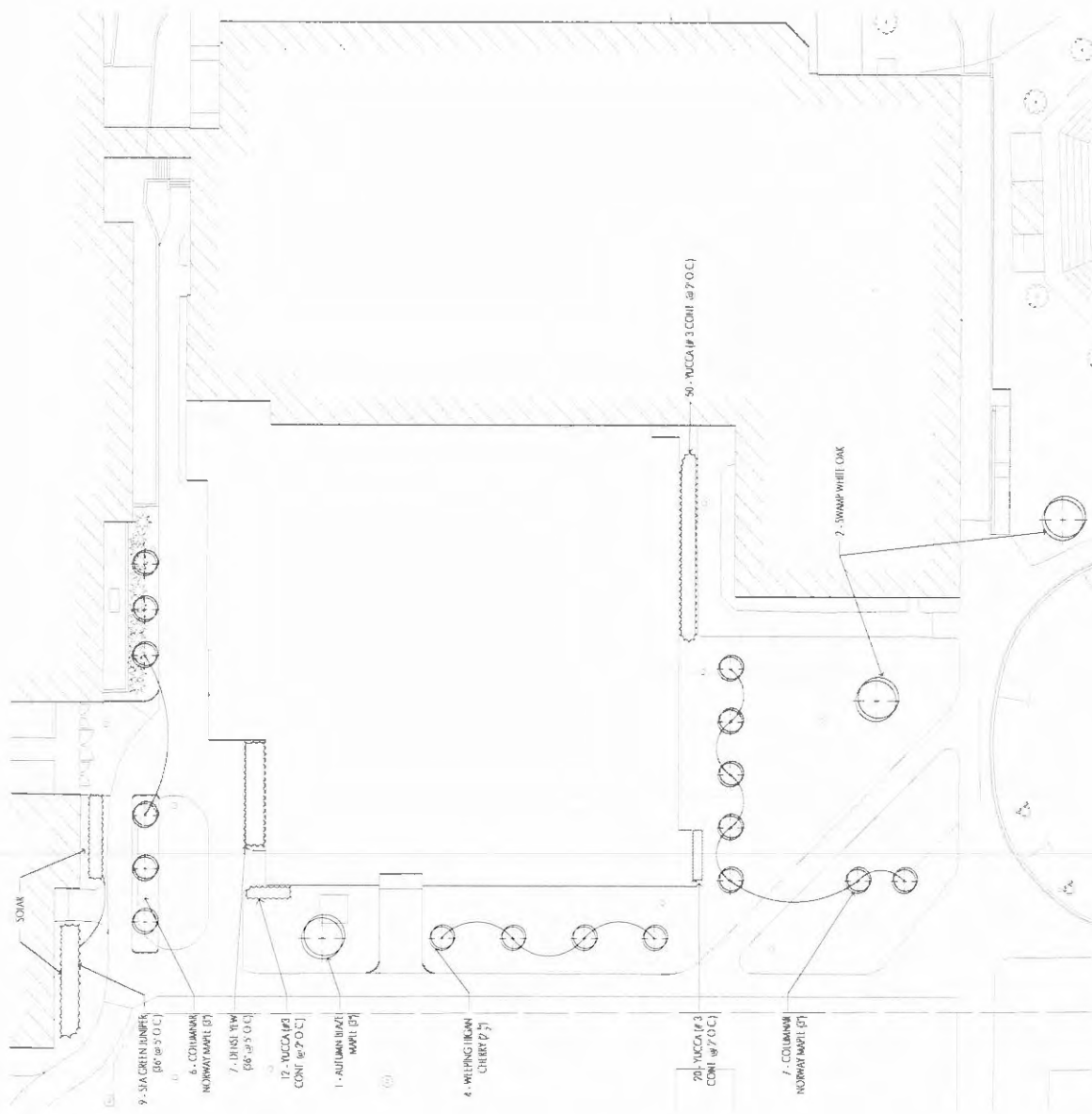
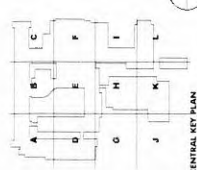
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**1 LANDSCAPE PLAN-Overall**  
1" = 30'-0"



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**1 LANDSCAPE PLAN-PARTIAL - Callout 1**



**ADDITIONS AND RENOVATIONS**  
**BID PERIOD 2**

for the  
High School Central  
High School  
55th and Grand Streets  
Mundelein, Illinois 60051

for the  
**BOARD of EDUCATION**  
High School Central  
High School District 84  
5305 South Grand Street  
Mundelein, Illinois  
60051



MEETING ROOM  
FOR THE BOARD OF EDUCATION

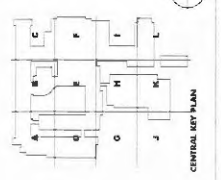
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No. Date By

Project Number:  
19048  
Issue Date:  
December 6, 2019  
Drawn by:  
Author:  
Sheet Title:  
Landscape Main/Partial  
Sheet Number:  
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2-L1.2  
LANDSCAPE MAIN/Partial

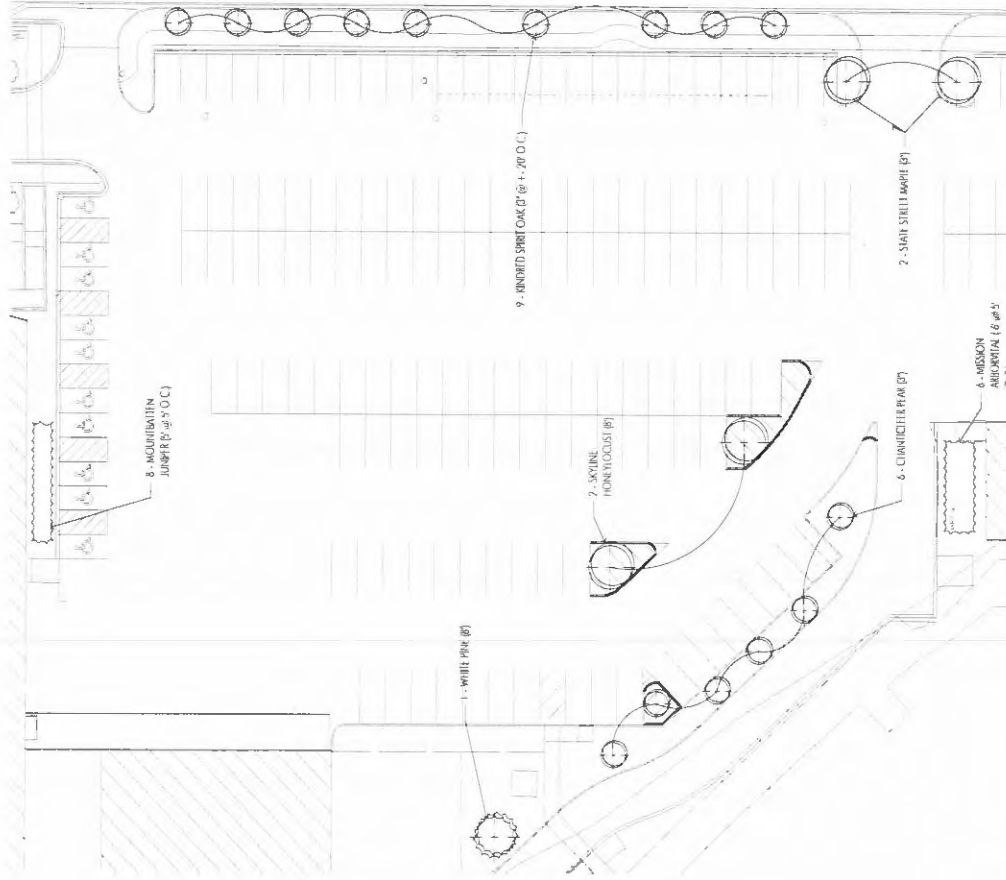
Revision 1

BID PERIOD PLANTING SCHEDULE	
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70. 4" DBH PINEAPPLE PINE (PINUS ELLIPTICA)	10

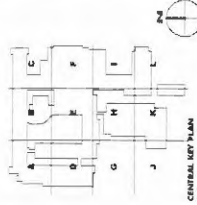


**1 LANDSCAPE PLAN-PARTIAL - Callout 2**  
1/16" = 1'-0"

DATE AND MATERIALS SOURCE	COMMON NAME (BOTANICAL NAME)	QTY
1. 1" SKYLINE HONEYSUCKLE (V. 10' O.C.)	1. 1" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
2. 2" SKYLINE HONEYSUCKLE (V. 10' O.C.)	2. 2" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
3. 3" SKYLINE HONEYSUCKLE (V. 10' O.C.)	3. 3" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
4. 4" SKYLINE HONEYSUCKLE (V. 10' O.C.)	4. 4" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
5. 5" SKYLINE HONEYSUCKLE (V. 10' O.C.)	5. 5" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
6. 6" SKYLINE HONEYSUCKLE (V. 10' O.C.)	6. 6" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
7. 7" SKYLINE HONEYSUCKLE (V. 10' O.C.)	7. 7" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
8. 8" SKYLINE HONEYSUCKLE (V. 10' O.C.)	8. 8" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
9. 9" SKYLINE HONEYSUCKLE (V. 10' O.C.)	9. 9" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
10. 10" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10. 10" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
11. 11" SKYLINE HONEYSUCKLE (V. 10' O.C.)	11. 11" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
12. 12" SKYLINE HONEYSUCKLE (V. 10' O.C.)	12. 12" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
13. 13" SKYLINE HONEYSUCKLE (V. 10' O.C.)	13. 13" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
14. 14" SKYLINE HONEYSUCKLE (V. 10' O.C.)	14. 14" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
15. 15" SKYLINE HONEYSUCKLE (V. 10' O.C.)	15. 15" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
16. 16" SKYLINE HONEYSUCKLE (V. 10' O.C.)	16. 16" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
17. 17" SKYLINE HONEYSUCKLE (V. 10' O.C.)	17. 17" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
18. 18" SKYLINE HONEYSUCKLE (V. 10' O.C.)	18. 18" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
19. 19" SKYLINE HONEYSUCKLE (V. 10' O.C.)	19. 19" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10
20. 20" SKYLINE HONEYSUCKLE (V. 10' O.C.)	20. 20" SKYLINE HONEYSUCKLE (V. 10' O.C.)	10



**LANDSCAPE PLAN-PARTIAL - Callout 3**



CENTRAL KEY PLAN

BID PERIOD 2 ADDITIONS AND RENOVATIONS	
Quantity	Notes
<b>A. HARDY TREES</b>	
1. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
2. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
3. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
4. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
5. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
6. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
7. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
8. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
9. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
10. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
11. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
12. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
13. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
14. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
15. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
16. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
17. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
18. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
19. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
20. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
21. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
22. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
23. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
24. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
25. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
26. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
27. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
28. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
29. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
30. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
31. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
32. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
33. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
34. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
35. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
36. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
37. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
38. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
39. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
40. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
41. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
42. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
43. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
44. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
45. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
46. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
47. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
48. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
49. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
50. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
51. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
52. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
53. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
54. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
55. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
56. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
57. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
58. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
59. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
60. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
61. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
62. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
63. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
64. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
65. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
66. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
67. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
68. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
69. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
70. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
71. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
72. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
73. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
74. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
75. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
76. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
77. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
78. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
79. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
80. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
81. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
82. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
83. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
84. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
85. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
86. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
87. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
88. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
89. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
90. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
91. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
92. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
93. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
94. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
95. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
96. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
97. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
98. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
99. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10
100. 2" DBH REDWOOD (REDWOOD) - 10' TALL	10



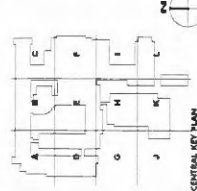
1 LANDSCAPE PLAN-PARTIAL - Callout 4



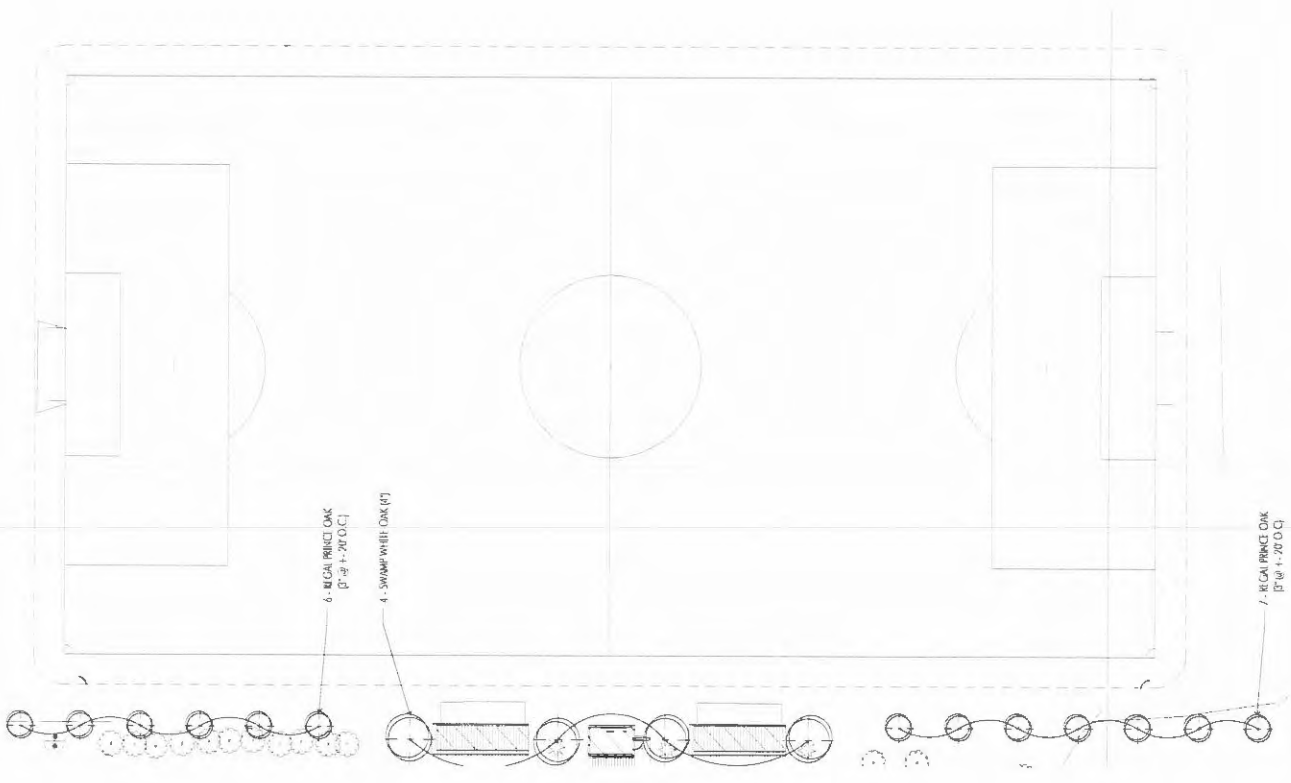
CENTRAL LAYOUT PLAN



PLANT SPECIFICATIONS	
COMMON NAME (S) (NATIVE NAME)	QTY
<b>A. PLANT SPEC.</b>	
1. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	10
2. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
3. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	10
4. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
5. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
6. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
7. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
8. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
9. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
10. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
<b>B. PLANT SPEC.</b>	
1. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
2. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
3. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
4. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
5. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
6. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
7. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
8. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
9. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5
10. 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	5



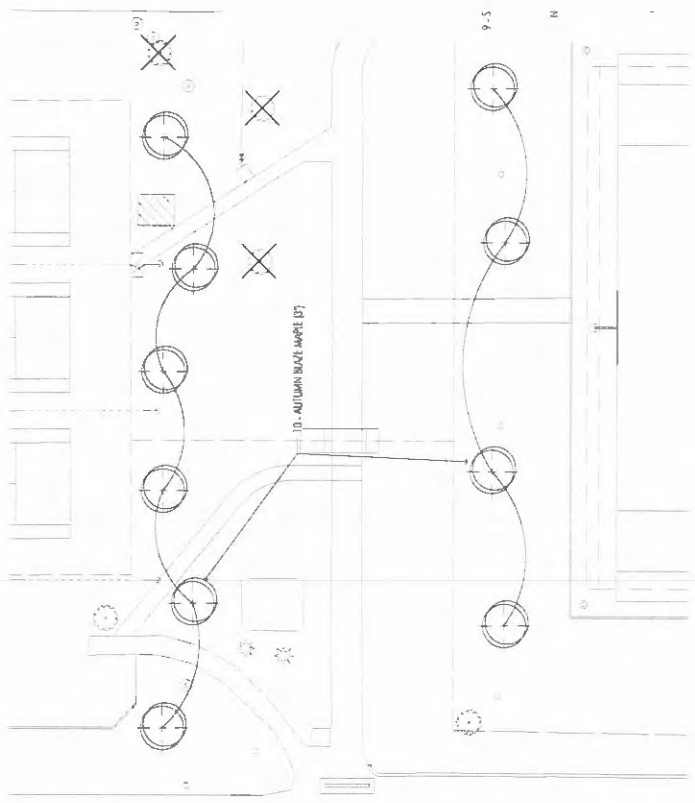
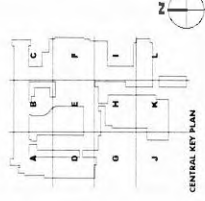
CENTRAL KEY PLAN



LANDSCAPE PLAN-PARTIAL- Callout 5



COMMON NAME (BOTANICAL NAME)	QTY
<b>A. SHRUB TREES</b>	
1. 4" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
2. 4" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
3. 4" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
4. 4" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
5. 4" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
6. 4" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
7. 4" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
8. 4" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
9. 4" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
10. 4" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
<b>B. TREES</b>	
1. 6" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
2. 6" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
3. 6" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
4. 6" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
5. 6" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
6. 6" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
7. 6" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
8. 6" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
9. 6" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10
10. 6" DBH LARIX LARicina (NORWAY SPRUCE) 12' H	10



**1 LANDSCAPE PLAN-PARTIAL - Callout 6**  
1/4" = 1'-0"



**ADDITIONS AND RENOVATIONS**  
**BID PERIOD 2**

for the  
**BOARD of EDUCATION**  
Hinsdale Public Schools  
High School  
5400 South Grand Street  
Hinsdale, Illinois 60521

for the  
**BOARD of EDUCATION**  
Hinsdale Public Schools  
High School  
5400 South Grand Street  
Hinsdale, Illinois 60521



for the  
**BOARD of EDUCATION**  
Hinsdale Public Schools  
High School  
5400 South Grand Street  
Hinsdale, Illinois 60521

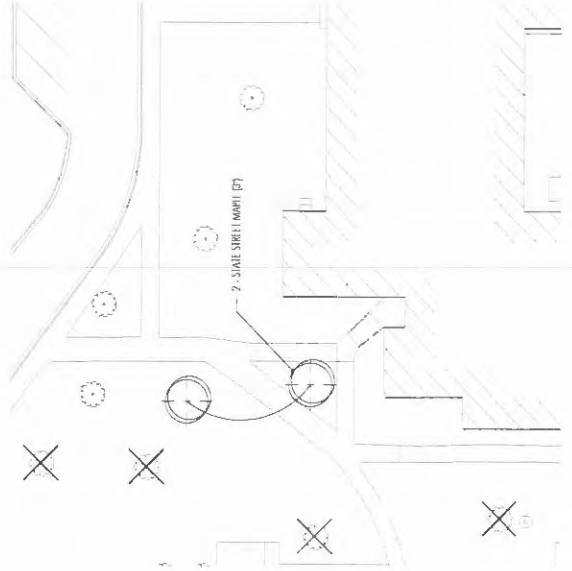
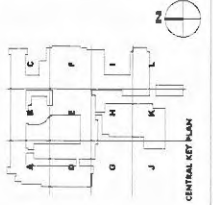
**REVISIONS**  
No. Date By

Project Number:  
**19048**  
Issue Date:  
**December 6, 2019**  
Drawn by:  
**ARCON**  
Sheet Title:  
**LANDSCAPE PLAN-PARTIAL**  
Sheet Number:  
**2-L1.7**

**2-L1.7**  
HINSDALE CENTRAL

Attachment 1

LANDSCAPE SCHEDULE	
COMMON NAME (BOTANICAL NAME)	QUANTITY
<b>A. TREES</b>	
1. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (1)	1
2. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (2)	2
3. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (3)	3
4. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (4)	4
5. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (5)	5
6. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (6)	6
7. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (7)	7
8. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (8)	8
9. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (9)	9
10. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (10)	10
<b>B. SHRUBS</b>	
1. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (1)	1
2. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (2)	2
3. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (3)	3
4. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (4)	4
5. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (5)	5
6. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (6)	6
7. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (7)	7
8. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (8)	8
9. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (9)	9
10. 2" DBH REDWOOD (SEEDLING) (QUANTITY) (10)	10



**1 LANDSCAPE PLAN-PARTIAL - Callout 7**  
Scale = 1"=10'

EXHIBIT C

FINDINGS AND RECOMMENDATION

(ATTACHED)

## HINSDALE PLAN COMMISSION

**Application: Case A-39-2019 – Applicant: ARCON Associates / Hinsdale Central High School / District D86**

**Request: Exterior Appearance and Site Plan – 5500 S. Grant Street in the IB Institutional Buildings District**

**DATE OF PLAN COMMISSION (PC) REVIEW: January 8, 2020**

**DATE OF BOARD OF TRUSTEES 1<sup>ST</sup> READING: March 3, 2020**

### FINDINGS AND RECOMMENDATION

#### I. FINDINGS

1. The PC heard testimony from the applicant's architect, Mr. Nick Graal, on behalf of the Hinsdale Township High School District D86, and reviewed the plans through a PowerPoint presentation and reiterated the multiphase project that will be presented to the PC when it is ready (this being Phase 1). The plans for three new buildings, tennis courts and parking lot, field/turf replacement work were all covered. It was noted that the main feature of the request is for the new natatorium in the middle of the subject property. A few colored elevation slides of the natatorium was focused on, and stated the intent is to complement and match the existing buildings. The brick material, glazing, metal panel near the roof and curtain wall/frosted glazing (although illustrated as what appears to be a blank wall) is for solar control and privacy. In regards to the street view, it was shown to be very difficult to see the natatorium due to far setback distances and existing streetscape features (11-604(C)).
2. A Plan Commissioner requested that the applicant make its best effort to match the existing brick of the existing buildings. The applicant stated that they are trying and that a brick specialist has been to the school at least 3 times to match the brick (11-604(F)(1)(i)).
3. A Plan Commissioner asked if they have had any feedback from the neighbors. The applicant responded yes, in regards to the parking lot screening; and in response, addressed concerns by adding arborvitae on the east side of the parking lot to soften the edge. It was noted that the chain link fence will be replaced with a PVC privacy fence with painted metal supports (11-604(F)(1)(h)).
4. A neighbor asked about the traffic impact during construction on 57<sup>th</sup> and Madison. The applicant explained that they have not finalized their construction operations plan with the school district, however, acknowledged some construction traffic will occur (11-604(E)(4)).
5. A Plan Commissioner asked they have held any neighborhood meetings. The applicant replied yes, they hold a public meeting once a month, and will have a construction portal on the website with frequent updates on the construction.
6. The applicant has completed the notification requirements for the public meeting, and public comment was made by a few neighbors at the public meeting. The concerns raised included traffic during construction and notification updates throughout the construction process (11-604(E)(3)).
7. Chairman Cashman recused himself for this request because he is on the special committee for District 86, and asked Commissioner Crnovich to lead the public meeting.

#### II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance and site plan as submitted, with the condition it is contingent on Zoning Board of Appeals approval (V-05-19), the Village of Hinsdale Plan Commission, on a vote of five (5) "Ayes," one (1) "Abstained" and two (2) "Absent," recommends that the President and Board of Trustees approve the application as submitted.

THE HINSDALE PLAN COMMISSION By:

Stephen J. Cashman, Chairman

Dated this Feb. 12, day of Feb. 12, 2020.



Community Development

**AGENDA SECTION:** Second Reading – ZPS

**SUBJECT:** Exterior Appearance and Site Plan to Redevelop and Expand the existing 1-story building at 110 E. Ogden Avenue in the O-2 Limited Office District - Case A-02-2020

**MEETING DATE:** March 16, 2020

**FROM:** Chan Yu, Village Planner

---

**Recommended Motion**

Approve an Ordinance approving an Exterior Appearance and Site Plan for expansion and redevelopment of an existing building – Dr. Vanwormer-Hartman – 110 E. Ogden Avenue.

**Background**

The Village of Hinsdale has received an Exterior Appearance/Site Plan review application from Studio21 Architects, on behalf of Dr. Cara VanWormer-Hardman, requesting approval to redevelop and construct a second story onto the existing vacant 1-story commercial building at 110 E. Ogden Avenue in the O-2 Limited Office District. The proposed scope of work includes comprehensive façade and rear parking lot landscaping improvements. The applicant intends to purchase and occupy the subject property as a medical office building with future medical office tenants.

The application proposes to utilize the existing 1-story building and construct a second story addition. The existing building has a legal nonconforming front yard setback of 72.02 feet from the Ogden Avenue centerline, and 3.38' side yard setback. The second story addition would maintain the front and side yard setbacks, and the new expansion to the rear of the building will conform to the 10-foot side yard setback. The rear building expansion would be approximately 22 feet and have a new rear yard setback from the current 125'-5" to 103'-3". The proposed height and floor area ratio (FAR) are under what the Code permits in the O-2 Limited Office District, and the lot coverage would improve due to the landscape improvements in the existing parking lot.

O-2 Limited Office District	Code	Existing	Proposed
Building Height Max. (height/stories)	40ft / 3	12'-8" / 1	29'-8" / 2
Floor Area Ratio (FAR) Max.	0.5	0.13	0.32
Lot Coverage Max.	80%	87%	77.5%

The proposed materials of the building include: stone veneer, cut stone caps, horizontal siding, EIFS, wood and features several windows on all 4 walls. It should be noted that the rear building elevation is scaled more along the lines of a 1-story building with the exception of the interior stairway and elevator shaft.

The existing rear parking lot would be restriped for the required 30 parking spaces while decreasing the lot coverage by nearly 10% due to new additional greenspace/landscaping. Five parking lot lights are proposed at 15' tall and a color temperature of 3000K. A Code compliant photometric plan is included in the application.

The subject property is adjacent to O-2 Limited Office District parcels to the east and west, and R-4 Single Family Residential to the north (across Ogden Avenue) and to the south. The (south) rear lot line abuts two residential lots and the applicant has reached out to both, in addition to the certified mailing notification. As of February 6, 2020, the two neighbors have not responded and no inquiries have been made.

#### **Discussion & Recommendation**

At the February 12, 2020, Plan Commission meeting, the PC unanimously recommended approval for the proposed exterior appearance and site plan improvements, with the condition that the applicant consider: a more toned down building color, extending the existing rear residential fence, and dimming the lights to security level after hours, 6-0, and 3 absent. There were no public comments at the PC meeting by neighbors regarding the request, however, an email dated February 12, 2020, by a neighbor was presented to the PC, requesting for consideration to continue the existing white fence on the rear residential lot. The applicant will present its fence proposal to the Village Board at the March 3, 2020, meeting.

#### **Village Board and/or Committee Action**

At the March 3, 2020, Board of Trustees meeting, the Village Board had no issues with the request and moved the item forward for Second Reading.

#### **Documents Attached**

Ordinance

The following related materials were provided for the Board of Trustees of this item on March 3, 2020, and can be found on the Village website at:

[https://www.villageofhinsdale.org/document\\_center/VillageBoard/2020/03%20MAR/VBOT%20packet%2003%2003%2020.pdf](https://www.villageofhinsdale.org/document_center/VillageBoard/2020/03%20MAR/VBOT%20packet%2003%2003%2020.pdf)

Exterior Appearance and Site Plan Application and Exhibits  
Zoning Map and Project Location  
Street View of 110 E. Ogden Avenue  
Aerial View of 110 E. Ogden Avenue  
Draft Plan Commission Findings and Recommendations  
Neighbor Email dated February 12, 2020

VILLAGE OF HINSDALE

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN  
FOR EXPANSION AND REDEVELOPMENT OF AN EXISTING BUILDING – DR.  
VANWORMER-HARTMAN - 110 E. OGDEN AVENUE**

**WHEREAS**, Studio21 Architects, on behalf of Dr. Cara VanWormer-Hartman (the "Applicant") has submitted an application (the "Application") seeking exterior appearance and site plan approval for the construction of a second story and other redevelopment of the existing commercial building at 110 E. Ogden Avenue (the "Subject Property"). The Subject Property is located in the O-2 Limited Office Zoning District and is legally described in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the Subject Property is currently improved with a vacant one-story commercial building. In addition to the second story addition, comprehensive façade and rear parking lot landscaping improvements are also proposed. The Applicant desires to purchase and occupy the Subject Property as a medical office building with future medical office tenants. The proposed improvements are depicted in the Exterior Appearance and Site Plans attached hereto as **Exhibit B** and made a part hereof; and

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

**WHEREAS**, on February 12, 2020, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

**WHEREAS**, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed Exterior Appearance and Site Plans on a vote of six (6) ayes, zero (0) nays, and three (3) absent, as set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit C** and made a part hereof; and

**WHEREAS**, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan review, and the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.



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

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

**SECTION 2: Approval of Exterior Appearance and Site Plans.** The Board of Trustees adopts the Findings and Recommendation of the Plan Commission, with the exception of the Commission's recommended condition regarding the extension of the fence along the rear property line. The Board of Trustees find that the fence extension condition proposed by the Commission is unnecessary, as the tightly planted row of arborvitaes along the rear lot line as shown on the Applicant's landscape plan are sufficient for visual separation and act as a deterrent from people passing through to the properties to the south. With that change, the Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 3 of this Ordinance.

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

- A. **Compliance with Plans.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- D. **Color of Building.** The Applicant shall revise the color of the building in the proposed plans reviewed by the Plan Commission from bright white to ivory or another more muted color.
- E. **After Hours Lighting.** The Applicant shall dim the parking area lights to security levels during non-business hours.

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

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

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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: \_\_\_\_\_, 2020

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THAT PART OF LOT NUMBER 3 OF JELLIES SUBDIVISION AND LOT NUMBER 5 IN BLOCK NUMBER 3 OF THE ORIGINAL TOWN OF FULLERSBURGE (EXCEPT THAT PORTION INCLUDED IN JELLIES SUBDIVISION) AND (EXCEPT THE WESTERN PORTION THEREOF) AND LOT NUMBER 4 IN BLOCK 3 (EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT NUMBER 4; THENCE WEST 83 FEET; THENCE SOUTH 358 LINKS; THENCE EAST 75 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER 4; THENCE NORTH 358 LINKS TO THE PLACE OF BEGINNING) IN THE ORIGINAL TOWN OF FULLERSBURG AND ORE PARTICULARY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF OGDEN AVENUE 71 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF OGDEN AVENUE WITH THE WEST LINE OF VACATED GARFIELD AVENUE; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF OGDEN AVENUE 79 FEET; THENCE SOUTHEASTERLY 235.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 IN BLOCK 3 OF THE ORIGINAL TOWN OF FULLERSBURG; WHICH SAID POINT IS 104 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTH LINE OF LOT 5 IN BLOCK 3 OF THE ORIGINAL TOWN OF FULLERSBURG WITH THE EAST LOT LINE OF LOT 3 IN JELLIES SUBDIVISION; THENCE SOUTHWESTERLY 104 FEET TO SAID INTERSECTION; THENCE NORTHWESTERLY TO THE PLACE OF THE BEGINNING, ALL IN THE NORTHEAST QUARTER OF SECTION NUMBER 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

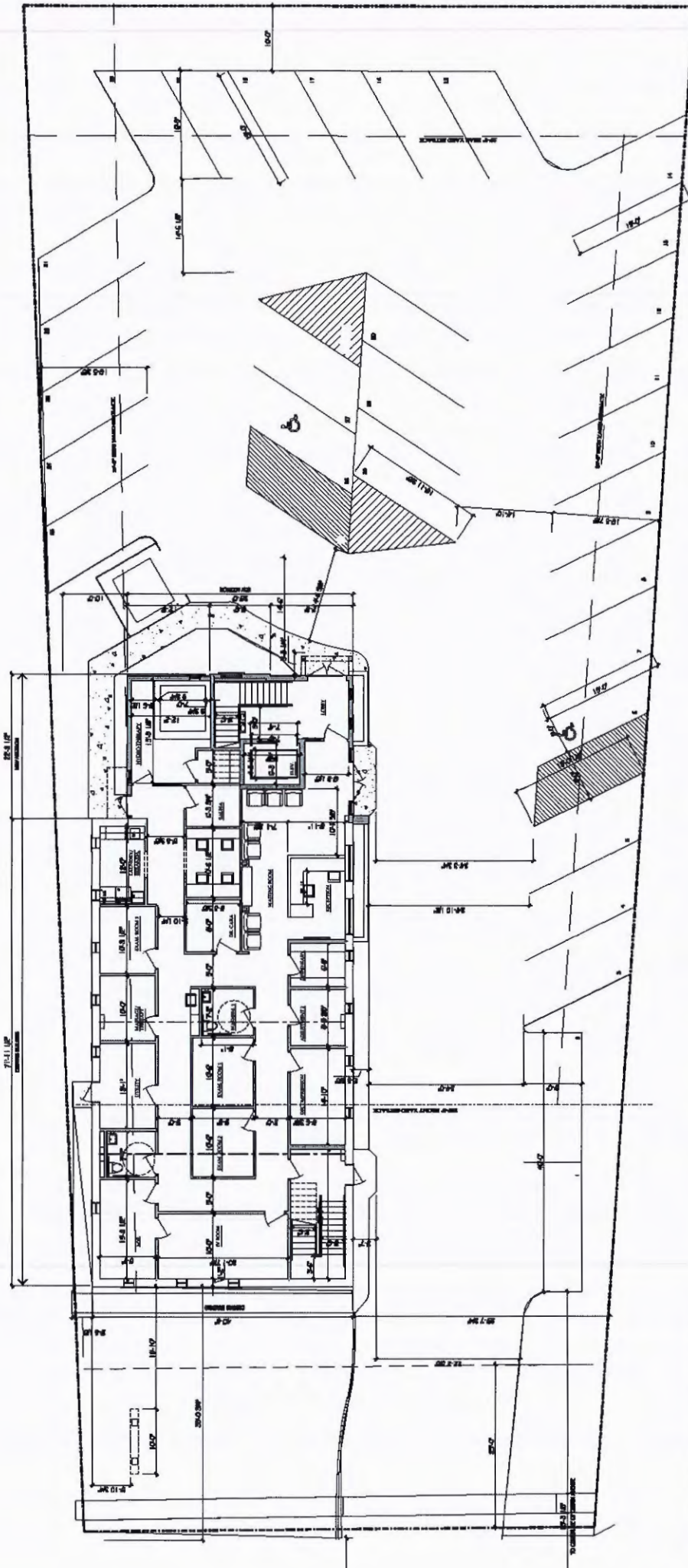
P.I.N.: 09-01-202-202-0000

COMMONLY KNOWN AS: 110 E. OGDEN AVENUE, HINSDALE, IL 60521

**EXHIBIT B**

**APPROVED EXTERIOR APPEARANCE AND SITE PLANS**

**(ATTACHED)**



# **SITE PLAN FOR 130 EAST OGDEN AVENUE**

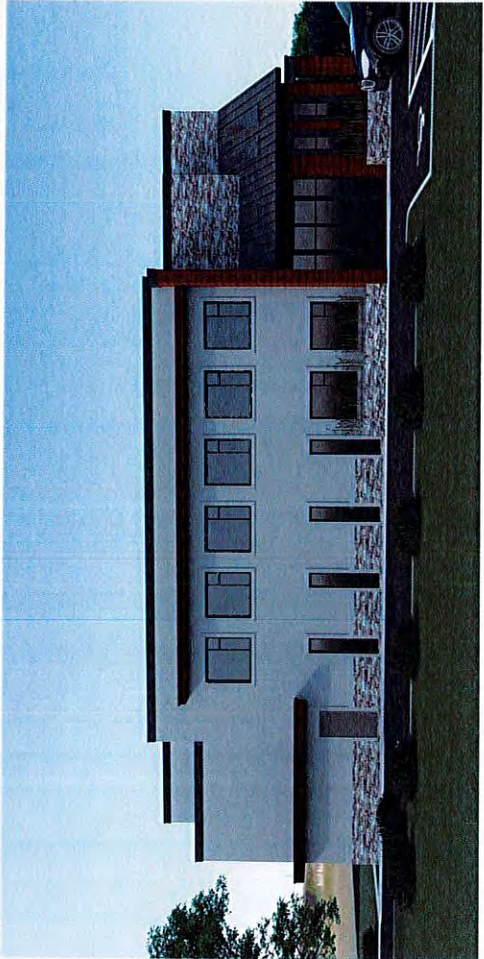
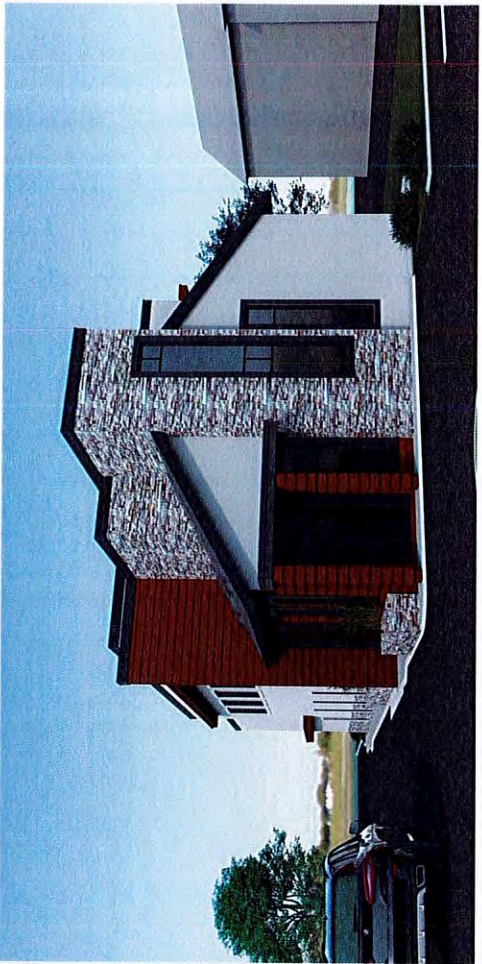
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BUILDING WITH ADDITION 6,487 square feet  
 PARKING SPACE 200 spaces  
 PARKING FOR 200 CARS

DATE: 10/1/88

Copyright 1988, STURCH ARCHITECTS

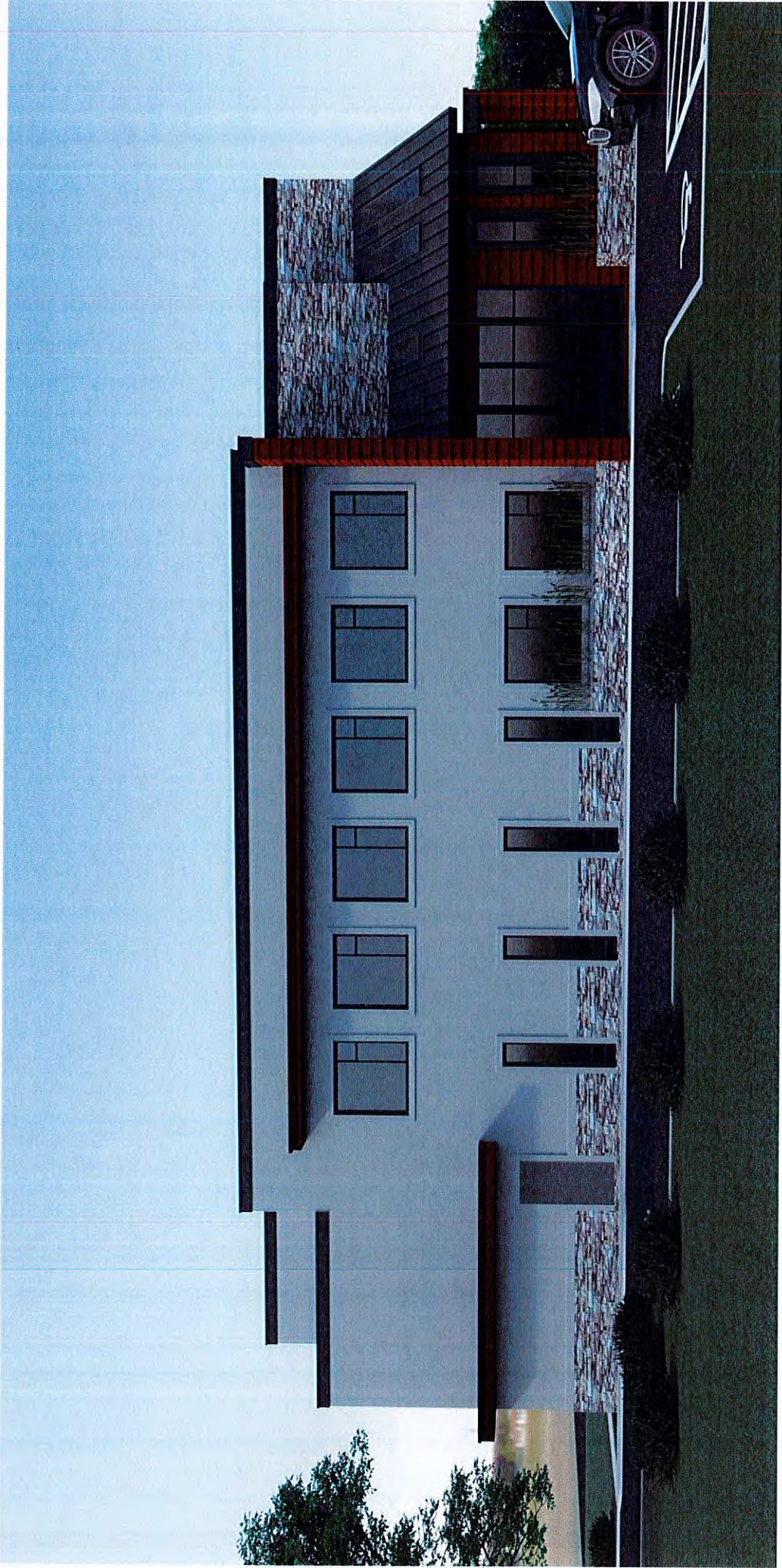




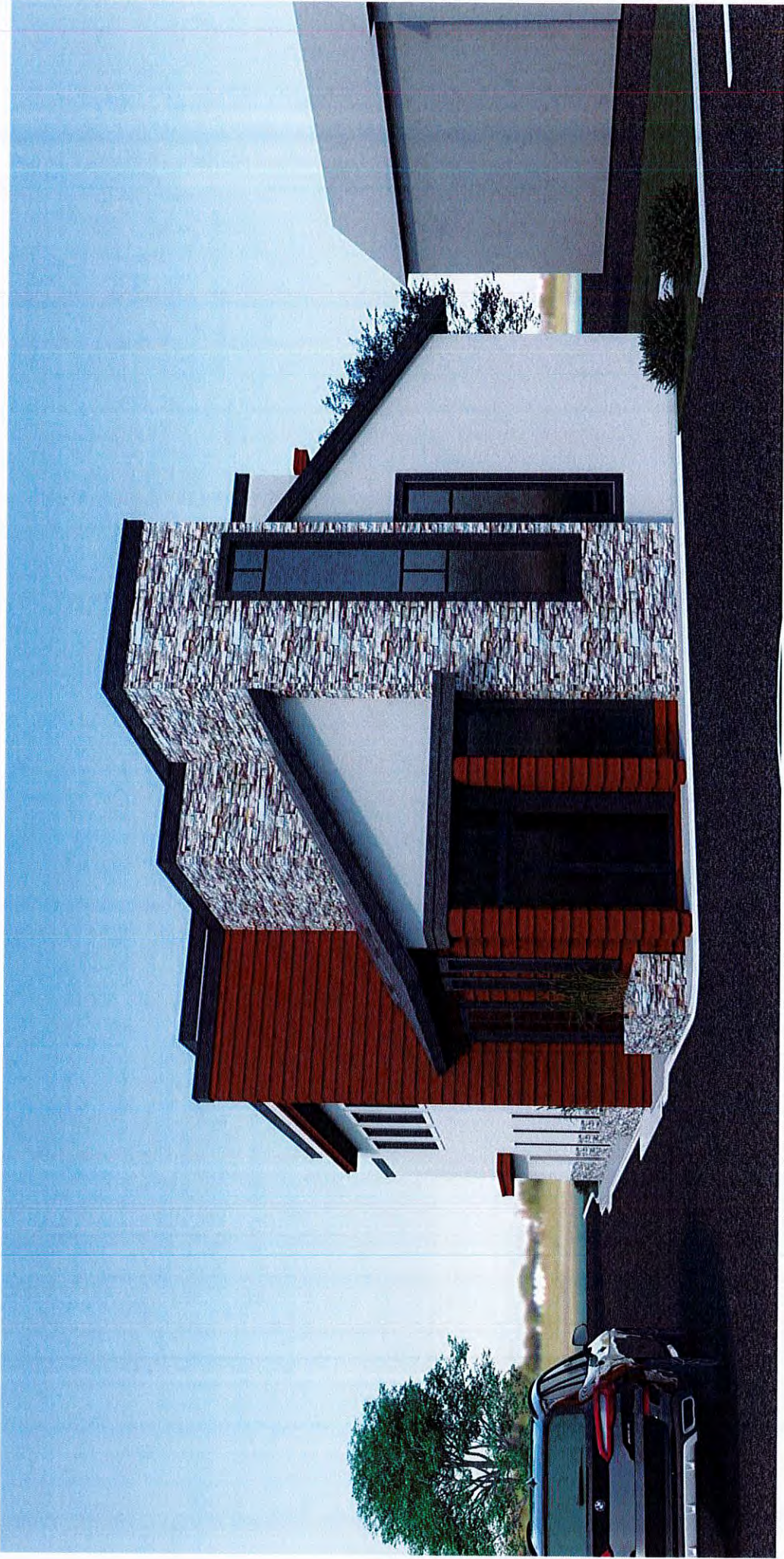










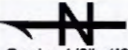


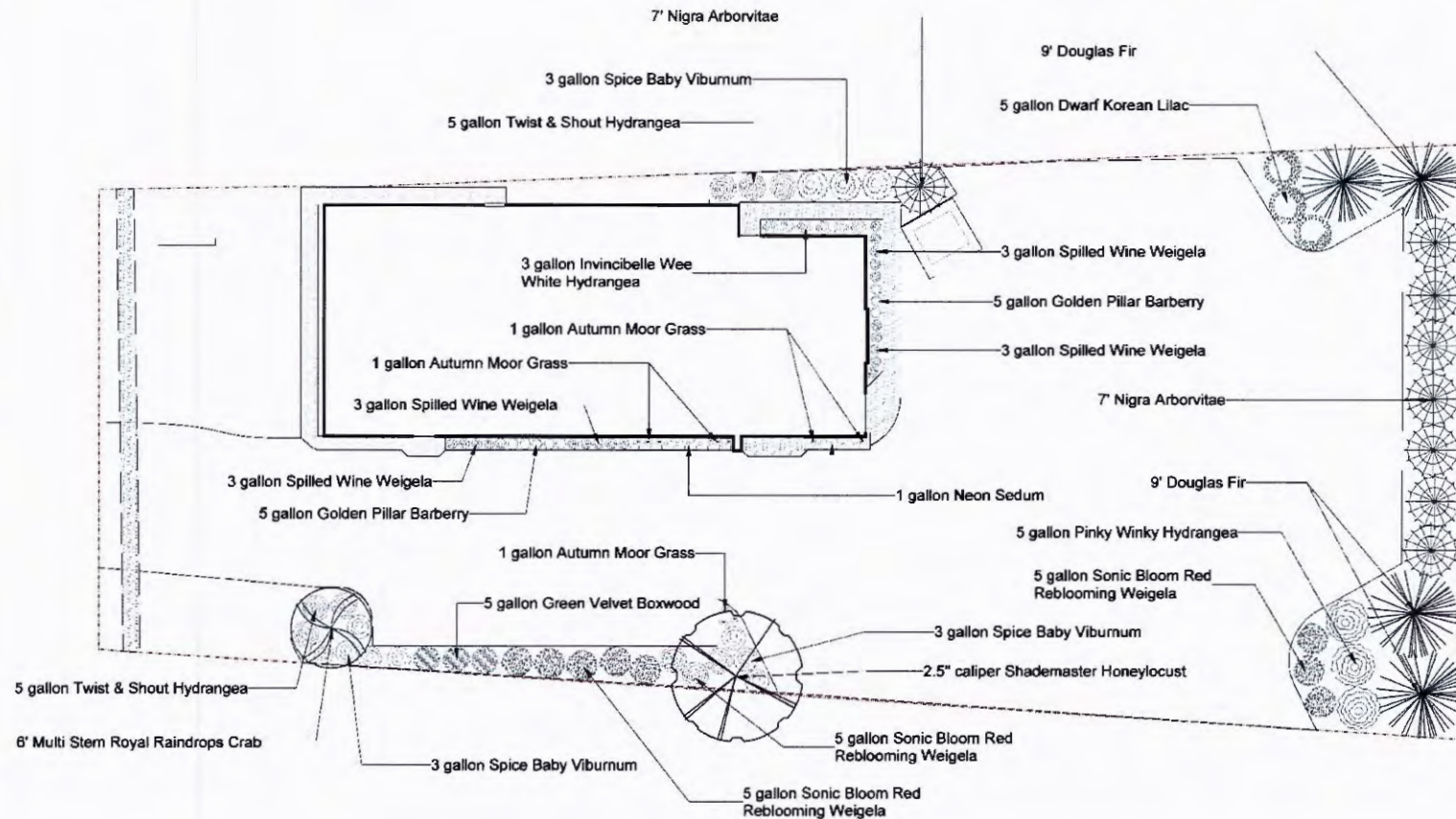


Project:  
110 E Ogden Ave  
Hinsdale, IL 60521

Design by:  
*CMS Landscapes Inc*

5719 Pershing Ave  
Downers Grove, IL 60516  
Phone: (630)319-1380  
info@cmslandscapes.com

  
Scale: 1/8"=1'0"



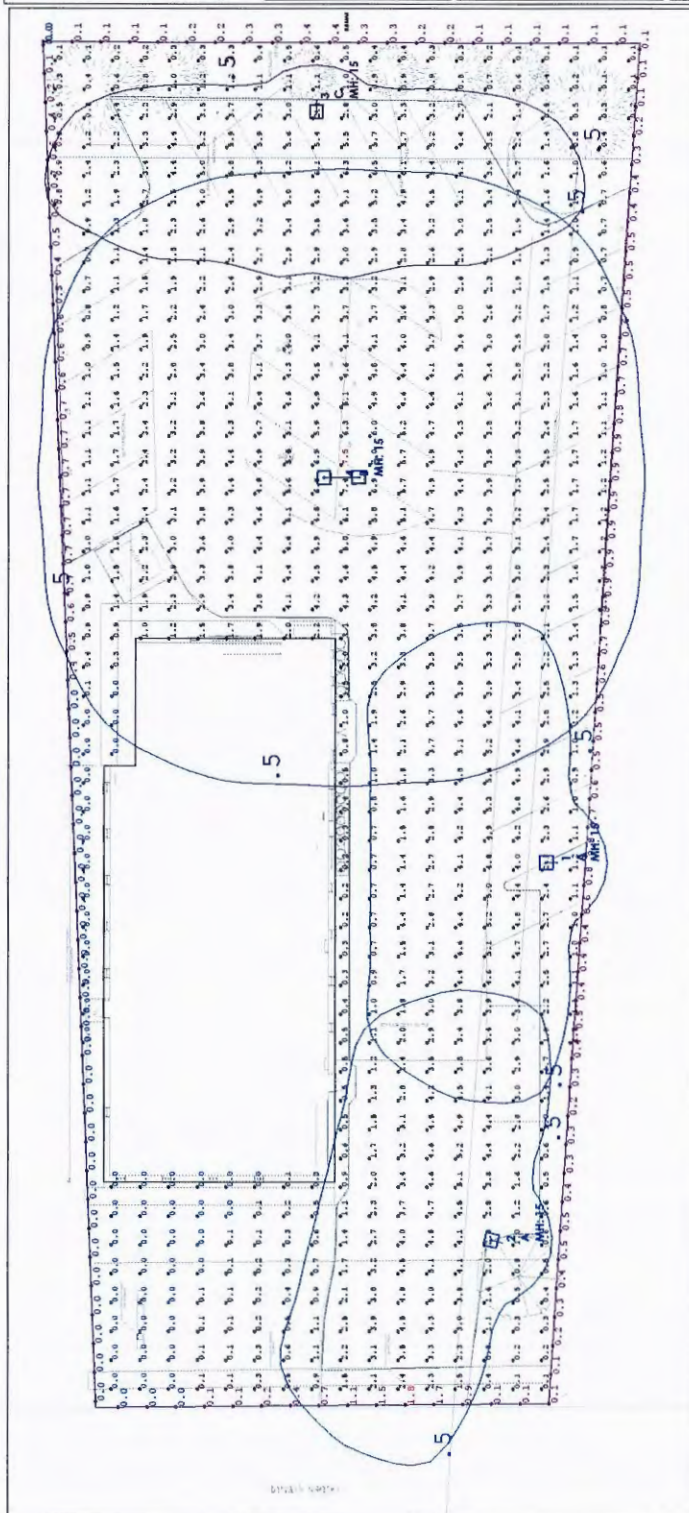
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Luminaire Symbol		Label	Arrangement	Arm Length	Arm Lengths	UF	Description
A	1	EAB-2X24-110-3K-4-C	SHL	100	7947	0.00	EAB-2X24-110-3K-4-BC
	2	BAP-2X24-110-3K-50W-2	2X180 DEGREES	100.3	16429	0.00	BAP-2X24-110-3K-50W

Calculation Summary							
Label	Calc Type	Units	Avg		Max/Min		Description
			FC	LB	Max	Min	
PROPERTY LINE	Illuminance	FC	0.37	1.8	N/A	N/A	READINGS @ GRADE
PROPERTY PORCH	Illuminance	FC	2.44	7.5	0.0	N/A	READINGS @ GRADE
PROPERTY DRIVE	Illuminance	FC	2.99	7.5	0.7	N/A	READINGS @ GRADE

LumNo	Tag (Qty)	Label	X	Y	Z	Offset	Thr
1	A (1)	RAP-2-3201-110	971.385	-670.353	15	90	0
2	A (1)	RAP-2-3201-110	905.521	-660.781	15	75.988	0
3	A (1)	RAP-2-3201-110	1103.244	-628.237	15	178.904	0
4	B (1)	RAP-2002-130	1003.864	-630.444	15	278.88	0



Investigations conducted here have revealed some of the genetic mechanisms underlying drug response and sensitivity. The following are some of the findings:

- **Genetic polymorphism** is a broad genetic phenomenon where members of a population have different alleles of a gene.
- **Pharmacokinetics** is the study of drug absorption, distribution, metabolism, and excretion.
- **Pharmacodynamics** is the study of the effects of drugs on the body.
- **Pharmacogenetics** is the study of the genetic basis of drug response.
- **Pharmacogenomics** is the study of the genome-wide effects of drugs.
- **Pharmacoproteomics** is the study of the proteomic effects of drugs.
- **Pharmacogenetics** is the study of the genetic basis of drug response.
- **Pharmacogenomics** is the study of the genome-wide effects of drugs.
- **Pharmacoproteomics** is the study of the proteomic effects of drugs.



#	Date	Comments

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Date: 1/22/2020  
Scoring: 1 = 8





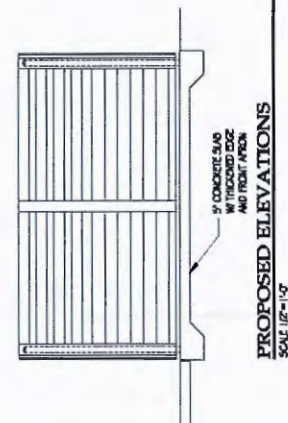
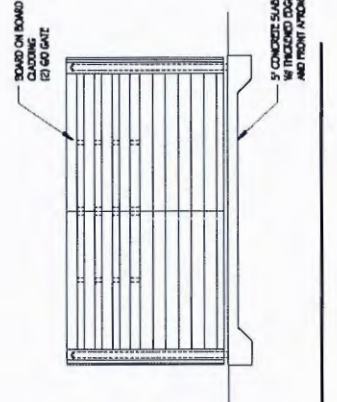
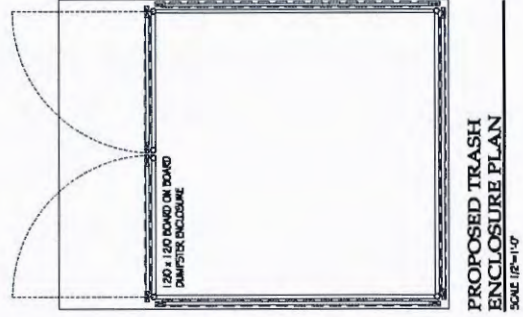
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PROJECT: 19157  
DATE: 01/28/20

DATE	01/28/20
BY	
CHECKED	
APPROVED	

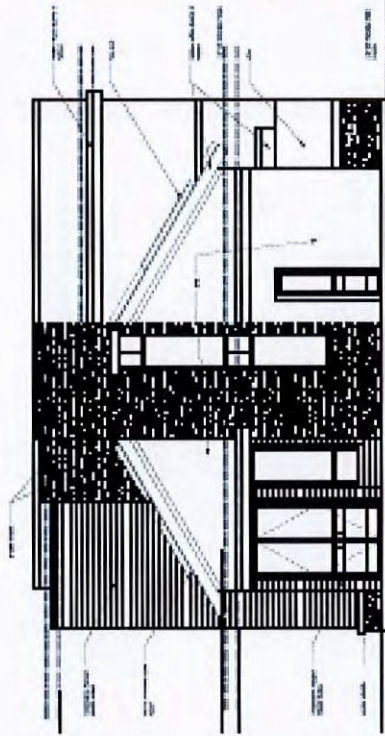
3012 Fairview Ave.  
Downers Grove, IL 60515  
630.289.2513  
studio11architects.com  
studio11architects

Therapeutic Health Associates, LLC  
110 East Ogden Avenue, Piquette, Illinois

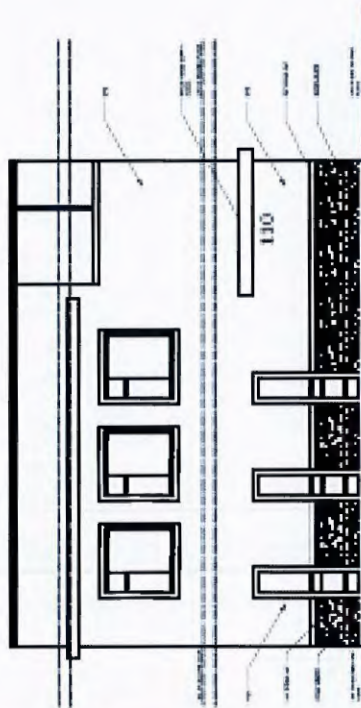


ENCLOSURE FOR TRASH ENCLOSURE

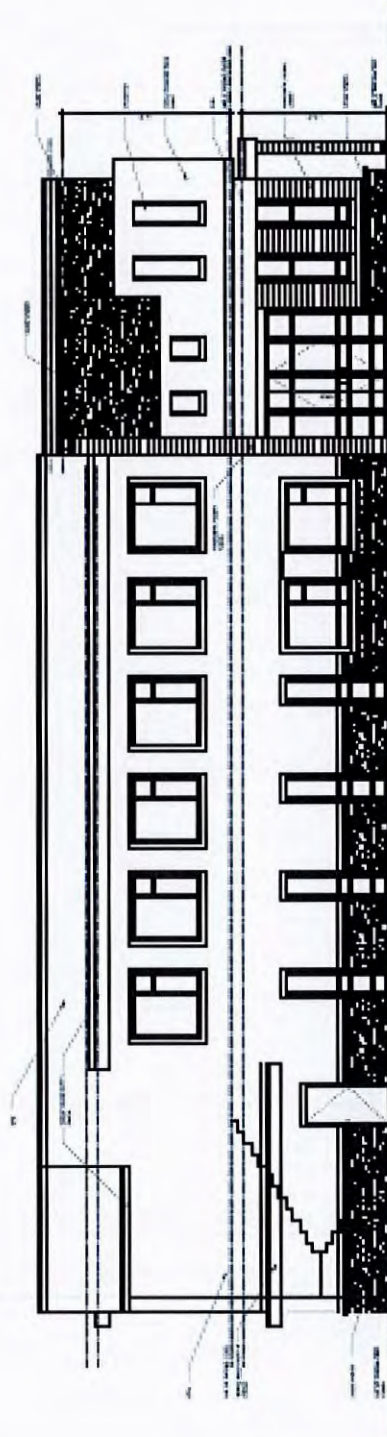




## NORTH AFRICA HELIOS

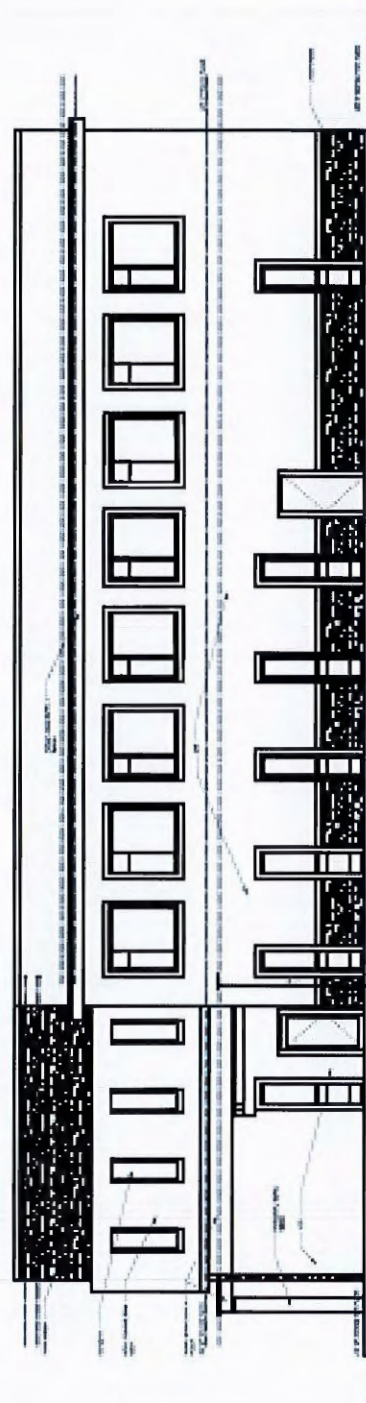


NICKEL-VACUUM HELIXES



NOTES ON THE ISRAELI





### EAST ELEVATION

**EXHIBIT C**

**FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION**

**(ATTACHED)**

## HINSDALE PLAN COMMISSION

**Application:** Case A-02-2020 – Applicant: Dr. Cara VanWormer-Hartman

**Request:** Exterior Appearance/ Site Plan – 110 E. Ogden Avenue in the O-2 Limited Office District

**DATE OF PLAN COMMISSION (PC) REVIEW:** February 12, 2020

**DATE OF BOARD OF TRUSTEES 1<sup>ST</sup> READING:** March 3, 2020

### FINDINGS AND RECOMMENDATION

#### I. FINDINGS

1. The PC heard testimony from the applicant, Dr. Cara VanWormer Hartman. She reviewed her profession and services as a chiropractic physician in Hinsdale, and owns the clinic at 230 E. Ogden Avenue. Due to the growth at her current location, is seeking a larger space and believes the subject property at 110 E. Ogden Avenue is a nice option. The goal of the exterior appearance plan is to provide a modern day wellness center. The second story addition would be helpful by bringing in a like-minded tenant to the site to help with the cost and complement their medical office services ((11-604(F)(1) and 11-606(E)).
2. The project architect, Mr. Bill Styczynski of Studio21 introduced himself and reviewed the proposed architecture and site plan improvements. He reviewed that the lot is a nonconforming size, and the plan is to add a second floor onto the existing building. The nonconforming aspects of the front building setback and lot coverage was also briefly discussed. It was shown while reviewing the site plan that the parking spaces will meet the requirements for medical office use and improving lot coverage with landscaping will also be achieved. The building material, elevation illustrations, landscape and photometric plans were also presented via PowerPoint. The light fixtures would have internal baffles to shield light from the property line ((11-604(F)(1) and 11-606(E)).
3. The Plan Commission Chair referenced a neighbor's letter, which asked to consider extending the existing white fence along the rear property line. The architect stated that they anticipated that this would need to be addressed as part of the project ((11-604(F)(1)(f)).
4. The Plan Commission Chair asked what the hours of operation are. The applicant stated currently, 9AM to 7PM, Mon., Weds. through Friday, and 9AM to 3 PM on Saturday. However, with this new location, they would be open on Tuesday. A follow-up question was if they will dim the lights after hours. The architect replied that the fixtures are dimmable and programmable. To this end, the Chair stated that the PC would like it dimmed to security levels after hours ((11-604(F)(1)(f)).
5. A Plan Commissioner asked if the Village allowed EIFS due to the historical issues. Chan replied that he reviewed this with the Building Commissioner and it is permitted ((11-605(E)(2)(g)).
6. A Plan Commissioner asked if the proposed color of the building, which is a bright white, could be toned down. The applicant replied yes, and referenced a home in the vicinity that is more of an ivory color. On the other hand, they had some renderings done in a grey color but it appeared to be too dark and did not achieve the intended positive bright wellness vibe ((11-606(E)).
7. In general, the Plan Commission commented that the proposed request looks great, a huge improvement, and complimented the easy to follow and thorough application. ((11-604(F) and 11-606(E)).
8. A Plan Commissioner asked about client rotation and staff, in the context of traffic. The applicant responded that they currently have 5 staff members and would have 7 at the new location. The patient flow she anticipates would be 3 to 5 people an hour. The PC Chair mentioned that some of the morning traffic would be less of a concern due to the 9AM opening ((11-604(F)(1)(g)).
9. A Plan Commissioner complimented the refuse location per the site plan. The architect provided and reviewed the elevation drawings for the refuse container and the paint to match the building ((11-604(F)(1)(h)).
10. There were no public comments at the Plan Commission public meeting on February 12, 2020 (11-604(E)).

11. The PC Chair complimented the shorter rear design of the building, which is smaller in scale and faces the residential district (11-606(E)).

## II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance and site plan, with the condition that the applicant consider: a more toned down building color, extending the existing rear residential fence, and dimming the lights to security level after hours, the Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," and three (3) "Absent," recommends that the President and Board of Trustees approve the application as stated.

THE HINSDALE PLAN COMMISSION By:

Stephen J. Cashman, Chairman

Dated this 11th day of March, 2020.



Village of Hinsdale  
Tom Cauley, Village President and Board of Trustees  
19 E. Chicago Avenue  
Hinsdale, IL 60521

February 24, 2020

Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce would like to thank the Village Board and staff for your dedication and continued support in an effort to enhance and maintain a healthy vibrant Hinsdale business community. Hinsdale continues to develop and prosper; touted as a "destination" shopping location the entire community can be proud of. In those efforts the Chamber appreciates our partnership and strong working relationship we have established with the Village of Hinsdale in order to produce the annual community special events planned for 2020.

As the summer months are just around the corner, the Chamber has been hard at work coordinating all aspects of the traditional seasonal events soon to launch.

Enclosed is a copy of the Chamber's proposed calendar for 2020 including Special Events dates and specific requests for assistance in order to host and conduct the safest, finest and orderly run activities possible for our residents and the surrounding area visitors. The Chamber is requesting permission from the Village of Hinsdale to promote and conduct these annual events on the dates suggested. We look forward to another successful special event season and we are honored to host them each and every year.

Thank you for your consideration,

Melissa Waters, Chairman of the Board  
Hinsdale Chamber of Commerce

cc: Kathleen Gargano; Village Manager



## Hinsdale Chamber of Commerce 2020 Schedule of Events

- June 6-7**      **HINSDALE FINE ARTS FESTIVAL**, Saturday and Sunday, in Burlington Park, 10:00 a.m. – 5:00 p.m. both days. Over 120 juried artists take to the park for this wonderful, eclectic art show. Music, children's activities, giveaways and more.
- June 11 -  
August 13**      **UNIQUELY THURSDAYS**, Thursday evenings, 6:00 – 9:00 p.m., in Burlington Park, located between Garfield and Washington Streets on Chicago Avenue. Live music by some of the Midwest's top bands. Food vendors, sponsor giveaways, family fun each Thursday night in Hinsdale.
- June 1 -  
October 12**      **FARMER'S MARKET**, Mondays only, in Burlington Park, located between, Garfield and Washington Streets on Chicago Avenue. From 7:00 a.m. to 1:00 p.m. Over 25 vendors displaying the area's finest home grown, home spun products.
- July 10 & 11**      **SIDEWALK SALE**, Friday and Saturday, on sidewalks in front of participating businesses, from 9:00 a.m. to 5:00 p.m. both days.
- September 12**      ~~**MERCHANTS GARAGE SALE** – in the Public Works Garage – Saturday from 9:00 a.m. to 4:00 p.m. for the general public. No junk, no joke! Come early to get up to 75% off!~~ **DROPPED \*\*\* LACK OF VENDORS TO MAKE THIS EVENT WORTHWHILE\*\*\***
- October 15**      **ANNUAL HINSDALE WINE WALK** – 5 – 7:30 PM in the downtown Hinsdale Business District –Co-sponsored with Village of Hinsdale.
- October 17**      **HINSDALE FALL FESTIVAL** – Saturday at Hinsdale Middle School, 11:00 a.m. – 2:00 p.m. In conjunction with the Village of Hinsdale – Halloween fun in downtown Hinsdale. Co-sponsored with Village of Hinsdale.
- December 4**      **CHRISTMAS WALK** – Friday, from 5:00 p.m. to 8:00 p.m. in all business districts – downtown, Grant and Gateway Squares. Merchant's stores open to celebrate the holiday season with customers and visitors to Hinsdale. Live music, 30' carousel, trackless train, ice carvers, costume characters, giveaways and more! Visit Santa in Burlington Park: Sat, Dec 12 & Dec 19 from 11 am – 3 pm.

*\*events and/or scheduled dates subject to change upon approval of the Chamber Board of Directors.*

## BANNER DISPLAY REQUEST 2020

**RE: Fine Arts Festival, Farmers Market, Merchant Sidewalk Sale, Uniquely Thursdays, Wine Walk and Christmas Walk banners**

This letter is to request banner location and installation in the Village of Hinsdale for the upcoming Chamber Special Events.

Requested horizontal banner placement at train depot for the following events:

Farmers Market to be placed Monday, June 8 (train depot after Fine Arts Event)

Fine Arts Festival to be placed Friday, May 18 to Monday June 8

Uniquely Thursdays to be placed Friday, May 22

Merchant Sidewalk Sale to be placed Friday, June 26 to July 13

Wine Walk to be placed Monday, September 28 to October 16

Christmas Walk to be placed Friday, November 20 to December 7

\*Ogden and York (Sidewalk Sale & Christmas Walk)

\*Brush Hill Train Depot (See above for the events)

\*Burlington Park – (Fine Arts Festival Only)

\*Corner of 55<sup>th</sup> and Garfield - (Sidewalk Sale & Christmas Walk)

\*55<sup>th</sup> and County Line Road - (Sidewalk Sale & Christmas Walk)

Additional request for vertical/lamppost banner installation for the following events:

Farmers Market: Monday, May 11

Fine Arts Festival: Monday, May 11 to June 8

Uniquely Thursdays: Monday, June 8

Christmas Walk: Friday, November 13 to December 7

We look forward to the Village's reply. Thank you for your time in advance.

Best Regards,

Eva Field  
President & CEO  
Hinsdale Chamber of Commerce





Village of Hinsdale Board of Trustees  
Thomas Cauley, Jr.; Village President  
19 E Chicago Ave  
Hinsdale, IL 60521

Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce has begun work on the 47th Annual Hinsdale Fine Arts Festival scheduled for Saturday and Sunday, June 6<sup>th</sup> & 7<sup>th</sup>, 2020. The Fine Arts Festival Committee wishes to make the annual request for permission from the Village of Hinsdale to close the portion of Chicago Avenue between Garfield Street and Washington Street beginning Friday, June 5<sup>th</sup> at 9:00 a.m. until Sunday, June 7<sup>th</sup> at 6:00 p.m.

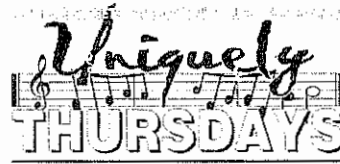
Traditionally, the committee's additional requests of the Village are as follows:

- Allow the Hinsdale Memorial Building restrooms to remain open to the public for the duration of the festival.
- Provide twelve additional trash receptacles within the festival area, to be emptied periodically throughout Saturday and Sunday.
- Provide ten tables and eight chairs for the information booth.
- Provide a hose hook-up for the food concession.
- Schedule grass to be cut and park marked two days prior to event set-up.
- Permission to post promotional banners two weeks prior to the festival as requested.
- Permission to display ten (10) vertical banners on village lampposts for a maximum of three (3) weeks as requested.
- Provide a uniformed community service officer on site for both days of the event.
- Allow the participants to begin their set up process after 9:00 a.m. on Friday morning. A security guard will be provided by the Hinsdale Fine Arts Festival committee, to be present in the park in the overnight hours on Friday and Saturday evenings as an additional safety measure to the artist's equipment & materials.
- Permission to allow artists traveling with large trailers or mobile homes to park in the Public Services Garage lot overnight.
- The Hinsdale Chamber of Commerce respects and appreciates all of the support and special efforts made by the Village staff in order to promote and execute an event such as this. We are truly grateful for your consideration of these issues. You may direct any further questions to the Hinsdale Chamber of Commerce 630-323-3952, Thank You.

Respectfully Submitted,

Eva Field; President & CEO  
Hinsdale Chamber of Commerce

Cc: Kathleen Gargano; Village Manager



## UNIQUELY THURSDAYS

Village of Hinsdale Board of Trustees  
Thomas Cauley, Jr.; Village President  
19 E Chicago Avenue  
Hinsdale, IL 60521

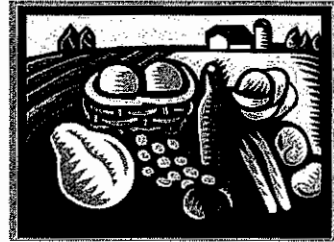
Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce is planning to conduct ***Uniquely Thursdays*** for ten weeks. Celebrating our 18<sup>th</sup> season, the ***Uniquely Thursday's*** event has continued success in drawing to new and returning visitors and residents into downtown Hinsdale. ***Uniquely Thursdays*** has become an established favorite and very popular event the community thoroughly enjoys and supports! The Chamber is requesting the following:

- ***Uniquely Thursday's*** event to be in Burlington Park and is asking the Village's permission to close Chicago Avenue between Garfield Street and Washington Street each Thursday evening between 4:00 p.m. to 10:00 p.m. starting on June 11<sup>th</sup> through August 13<sup>th</sup>.
- Support of the Public Services Department: the Chamber requests additional assistance from the Village of Hinsdale for the physical set-up/break down of the event equipment; tables, tent, pop-up canopies, garbage cans, ice for beer & wine products, coolers, signage and electrical & water hook-ups.
- The Chamber requests assistance from the Hinsdale Police Department for the control of liquor on the premises (not sold at the event) and the assistance to prohibit outside solicitation, on event nights (10 Thursdays throughout the summer.)
- Allow two portable restrooms to be placed in the park each Thursday.

If you have any questions, please do not hesitate to contact me at the Chamber Office (630) 323-3952. I thank you for your time in advance.

Best Regards,  
Eva Field  
President & CEO  
Hinsdale Chamber of Commerce  
CC: Kathleen Gargano; Village Manager



## FARMERS MARKET

Village of Hinsdale Board of Trustees  
Thomas Cauley, Jr.; Village President  
19 E Chicago Avenue  
Hinsdale, IL 60521

Dear President Cauley and Board of Trustees,

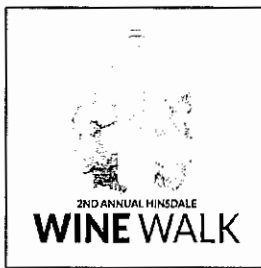
The Hinsdale Chamber of Commerce Farmers Market season will get underway on Monday, June 1, 2020 and run through October 12, 2020. The Burlington Park location provides a beautiful setting with great visibility for the market and it continues to grow in popularity; especially for the lunch crowd. The Committee wishes to request permission from the Village of Hinsdale for the following items:

- Close a portion of Chicago Avenue between Garfield Street and Washington Street from 6:30 a.m. to 2:00 p.m. on a weekly basis for the duration of the event. The time requested would allow the farmers/vendors time to setup/take down and clean up safely.
- Permission to mark the pavement for the farmer/vendor booth space locations.
- Provide a policeman or community service officer to assist in the opening and closing of Chicago Avenue.
- Post promotional vertical banners three weeks prior and horizontal banners two weeks prior to the Farmers Market opening day as requested.
- Permission to host "Fitness in the Park" in Burlington Park.

The Hinsdale Chamber of Commerce appreciates and respects the continued support and special efforts made by the Village staff for the execution and assistance of Chamber events. Further questions may be directed to the Hinsdale Chamber of Commerce 630-323-3952.

Respectfully Submitted,

Eva Field; President & CEO  
Hinsdale Chamber of Commerce  
Cc: Kathleen Gargano; Village Manager



## Hinsdale Wine Walk

Village of Hinsdale Board of Trustees  
Thomas Cauley, Jr.; Village President  
19 E Chicago Avenue  
Hinsdale, IL 60521

Dear President, Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce will once again conduct the 2<sup>nd</sup> Annual Hinsdale Wine Walk event on Thursday, October 15, 2020 in the central business district from 5-7:30 pm.

Event details include:

Public pre-sale tickets to be capped at 500 (last year was 350 tickets sold in a week). A portion of ticket sales will be donated to a local charity to be determined at this time.

The Hinsdale Wine Shop will be the check-in point to have ID'S checked by Basset trained chamber member volunteers along with wine walk map, lanyards, and plastic/acrylic souvenir wine glass. No street closures are requested for this event. The Chamber has discussed this event with the Hinsdale Police Department so they are aware and can provide a police presence as needed.

Approximately 25 (last year 23 tasting stops) retailers will be participating as wine tasting locations to serve no more than a 1 ounce pour to each paid attendee per location. Wine walk participants will be able to sample up to 15 (last year 12), 1-ounce pours. Each participating retailer will offer light bites. Each participant will be applying for a D-2 one-time special event license with the Village in order to participate. **Due to the number of anticipated one-time special event licenses, the Chamber is requesting a reduction in the \$100 fee for each business.**

The Hinsdale Wine Walk is an excellent way to highlight Hinsdale and Hinsdale's business district as a thriving community to a broader audience.

As always, the Chamber appreciates the continued support and partnership for the Hinsdale community. If you have any questions, please do not hesitate to contact our office at (630) 323-3952.

Thank you,

Eva Field  
President & CEO  
Hinsdale Chamber of Commerce



Village of Hinsdale  
Village President; Tom Cauley and Board of Trustees  
19 E Chicago Avenue  
Hinsdale, IL 60521

Dear President Cauley and Village Board of Trustees,

The Hinsdale Chamber of Commerce is working diligently planning this year's festivities. Here is an overview of the activities we have developed.

The 55<sup>th</sup> Annual Hinsdale Christmas Walk is scheduled for Friday, December 4, 2020. As always, the traditional activities will include a tree lighting ceremony, carolers, Santa, and other costumed characters, 30' carousel, trackless train, live reindeer, merchants thanking their valued customers with goodies and treats during extended shopping hours, ice carvers, food vendors, and more.

Also, Santa will be visiting with the children in the Gingerbread House the two Saturdays following (the weekend of the Christmas Walk) and children may deliver their letters to Santa at the North Pole Post Office. The Chamber is requesting the North Pole Post Office and the Gingerbread Santa House to be placed on display in Burlington Park for holiday season.

The Chamber will be responsible for hosting visits with Santa on Saturday December 12<sup>th</sup> & 19<sup>th</sup>. Santa will be on site in the Gingerbread House between the hours of 11:00 a.m. to 3:00 p.m. on those Saturdays.

Promotional advertising for the event may include lamppost banners, street banners, posters, newsprint advertising, and social media outlets.

In support of the holiday festivities the Chamber would like to request the following items from the Village:

- Placement of Gingerbread Santa house, North Pole Post Office, and the Gingerbread Man forms in Burlington Park. Installation complete by Friday, December 4, 2020.
- Request storing Gingerbread Santa house and North Pole Post Office near public service garage off season while not on display.

- Police security in and around town on December 4, 2020 with continued security for prevention of vandalism of Santa house and North Pole Post Office throughout the season.
- **Public Services support in working with the Chamber on Christmas Walk set up (i.e.) barricades at street closures. Please note: the Chamber would like to be able to close Washington Street (between Hinsdale Avenue & Second Street) on Friday, December 4<sup>th</sup> between the hours of 4:00 p.m. and 8:00 p.m. and request to be able to close Washington & Second Streets at 2:30 pm to accommodate the delivery, setup and operation of the 30' carousel ride attraction at Washington & Second Street. Close West of First St to Harrison Place. Close East First St to Garfield which will include closing Village Place to accommodate an attraction at this end of the street for the businesses located there.**
- **Public Services and Hinsdale Police Department support in closing a portion of First Street (east of Washington Street up to the first alley-way located on the north side of First Street) on Friday, December 4<sup>th</sup> between the hours of 4:00 p.m. and 8:00 p.m. to accommodate the delivery, setup and operation of the children's train-ride attraction.**
- Hinsdale Fire Department to provide a fire truck escort for Santa to arrive at Village Hall for the tree lighting ceremony at 5:00 p.m.

Lamppost Banner placement (as requested) to be displayed (for holiday season) on designated lampposts.

We thank you for your time and consideration of this Holiday proposal. As always, we appreciate and look forward to the continued support of the Hinsdale Chamber of Commerce by the Village, its Officials and Staff.

Best regards,

Eva Field; President & CEO  
Hinsdale Chamber of Commerce

CC: Kathleen Gargano; Village Manager



**Village of Hinsdale  
Integrated Pest Management Report  
2019**

**Prepared By**  
John Finnell  
Superintendent of Parks and Forestry  
Pest Management Coordinator



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## **Introduction**

Integrated Pest Management (IPM) is the management of insects, disease, weeds and other pests through environmentally sensitive practices. The Village of Hinsdale adopted an IPM policy on November 21, 1995, which requires an annual report from the Pest Management Coordinator. Listed in this report are practices used by the Village in order to maintain quality flora while limiting adverse effects on people and the environment. The Village has developed a diverse program in order to manage a large scope of pests. This report contains IPM information regarding turf maintenance, sustainable landscaping, prairie maintenance, tree preservation and mosquito abatement.

## **Definitions**

**"Integrated Pest Management" or IPM** means an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices.

**"Ecosystem"** means a community of living organisms (plants, animals and microbes) in conjunction with the nonliving components of their environment (things like air, water and mineral soil), interacting as a system.

**"Sustainable Plants"** means perennial (returning every season) plants that can withstand adverse environmental conditions (i.e., drought and salt tolerance)

**"Chemical Pesticides"** means any chemical or mixture of chemicals (Including both active and inert ingredients) principally intended to prevent, destroy, repel, or control pests. This includes (without limitation) chemicals directed against vertebrates, insecticides directed against insects, herbicides directed against plants, fungicides directed against fungi, antibiotics or bactericides directed against bacteria. This term does not include materials or substances that may prevent, destroy, repel, or control pests as a subsidiary effect or consequence.

**"Herbicide"** means a substance that is toxic to plants and is used to destroy unwanted vegetation.

**"Pest"** means any vertebrate or invertebrate animal, plant, organism, bacterium, virus or other biological agent that can cause disease or damage to vegetation, humans, animals, or property, or any plant meeting the definition of a "weed" as set forth in the Illinois Pesticides Act.

**"Pesticide"** means any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest or any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant. Herbicides, insecticides and fungicides are all considered pesticides.

**"Weed"** means any plant growing in a place where it is not wanted.



The Village continues following the guidelines laid out in the 1995 IPM Policy. The ultimate goal of the policy is to ensure that Village property is managed in a manner that best protects and promotes public health, safety and welfare. The IPM policy and procedures provides a framework for limiting pesticide use and promoting best management practices.

### **1 - Turf Maintenance**

The Village's IPM Policy examines methods to enhance the quality of turf before utilizing chemical herbicides. Methods to improve turf conditions include aeration, seeding, watering, fertilization, soil amending and weed control. A combination of these methods provides a diverse and effective turf management program. In 2019, the following measures were taken to maintain or improve turf conditions:

**Table 1A – Activity Measures**

<b>Measure</b>	<b>2019 (Target)</b>	<b>2019 (Actual)</b>
Aeration	47 acres	22.2 acres
Over Seeding	2510 pounds	2800 pounds
Fertilization	As needed	0 acres
Irrigation	As needed	As needed
Soil Amending (top dress)	6.7 acres	22.2 acres
Organic Herbicide	As needed	0 acres
Chemical Herbicide	As needed	0 acres

The Village contracted with a turf maintenance company to complete a 'deep tine aeration' with over seeding at Veeck Park in March and November and Robbins Park in November. 280 tons of sand were used to top dress the parks and 2000 pounds of grass seed was added. Parks Crews top dressed and over seeded worn turf areas such as goal mouths in the athletic fields and bare turf areas in the Village's green spaces on a weekly basis. Fertilizer and chemical herbicide were not used on turf areas in 2019. Fertilizer and herbicide applications are best conducted locally in September, which is the time of season when these products are most effective. Athletic and other uses of the Village's parks are in high demand at this time so applications were suspended. The program continues to focus on cultural practices to maintain turf areas.

***Veeck Park Top Dress and Over Seed***



*(before)*



*(after)*

## 1.1 – Chemical Herbicide Alternatives

Efforts to reduce chemical pesticides have been well received by the community. Although the Village takes numerous precautions before applying chemical pesticides, residents continue to express concern about herbicide use on Village green spaces. Chemical herbicide alternatives like corn gluten meal (CGM) have been tested on Village grounds. CGM is a byproduct of corn processing. CGM is effective as a pre-emergent weed control (inhibits seeds from germinating), but the product shows little promise on established weeds. CGM is 14.5 times more costly than conventional herbicide. If the Village applied CGM to its 140 acres of green space it would cost over \$120,000, far more expensive than conventional herbicide, Tri-Power Selective.

Method	Price Per Acre	Village Green Space	Total Cost
Conventional Herbicide (Tri-Power)	\$60.00	140 acres	\$8,400
Organic Herbicide (corn gluten meal)	\$870.00	140 acres	\$121,800

When necessary, the Village will apply Tri-Power to control weeds in turf grass. Unlike corn gluten meal, Tri-Power chemical herbicide is a post-emergent weed control (applied on established weeds). Tri-Power chemical herbicide is very effective at eliminating turf grass weeds. After weeds have been eliminated from turf grass, regular maintenance is necessary to prevent their return (over seeding, fertilizing, watering and aerating). Chemical herbicide has the best results when applied in late summer or early autumn. The current practice during chemical herbicide application includes:

- Area closed signage containing pertinent information in regards to the chemical treatment.
- Notification to area schools, newspaper, Village website, and Channel 6.
- Areas that were treated should be over seeded 30 days after chemical application to ensure grass replaces eliminated weeds.

## 2 - Tree Preservation

The Village of Hinsdale is continually updating its forestry program. The goal is to establish and maintain a safe, healthy, energy efficient and aesthetically attractive community forest, using cost effective and professional management techniques.

The Village has an estimated 14,673 trees on public property. This includes parkways, parks, street islands, and alleys. The forestry program's objective is to manage healthy, suitable and vigorous trees on parkways and Village properties, as well as to provide current information and expertise to homeowners regarding both public and private property trees. The forestry program consists of a Superintendent of Parks and Forestry and Public Services Staff, which currently includes 3 certified arborists, involved with tree planting, tree pruning, tree preservation, tree and stump removal, and insect and disease management.

### 2.1 - Emerald Ash Borer (EAB)

The Village has been managing the threat of EAB in several ways:

- Education and extension.

- Incorporating management of the pest into the forestry program.
- Continued communication with other municipalities to examine their response to EAB in order to develop management strategies for Hinsdale.

Of the total public tree population, there are approximately 589 trees in the ash group (green, white, and European Ash) that are susceptible hosts to EAB, roughly 4% of the total tree population. In 2011 over 11% of the public tree population was in the ash group. There are equally as many ash trees on private property. Very few areas within the Village do not have ash trees in the parkways. The impact of tree loss caused by EAB is being felt by all residents.

In 2019, the Village treated 279 ash trees with insecticides by soil injections through the Village's *Ash Preservation Program*. The Village removed 42 ash trees due to EAB infestation this year and 1,521 since February 2011, when the pest was discovered.

## **2.2 - Dutch Elm Disease (DED)**

Hinsdale has been managing DED since 1955 with a variety of programs. Thanks to public support, the Village continues to manage an estimated 1,386 public American elm trees. In 2019, the Village lost 14 public American elm trees, 11 to DED and 3 to other causes. Of the 11 elms lost to DED 10 had been on a treatment cycle and 1 had not been treated. In addition, 4 private American elm trees were removed due to Dutch elm disease. As part of the elm preservation program, 317 American elm trees were treated with fungicide (Arbortect) in 2019. The loss of elm trees treated on this three-year cycle has been minimal.

## **2.3 - Tree Planting**

The number of trees planted in the Village outnumbered the number of trees removed in 2019. This is to reforest the Village due to ash tree loss. A total of 321 trees were planted; 318 trees were planted through the Village's planting programs, 1 tree was planted by residents through the Village's reimbursement program and 2 trees were planted through the Village's Tribute Tree Program.

## **2.4 - Tree Pruning**

The purpose of tree pruning is to improve tree structure, enhance vigor, and maintain safe conditions for all motorists and pedestrians as they move through the street corridor. Pruning is also a preventative measure against pests like insects and disease. The benefits from establishing a tree pruning program on a regular cycle include:

- The enhancement of tree condition and shape, and preservation of value
- A reduction in service request calls
- A reduction in number or severity of storm related damages
- A reduction in power line clearance related interference
- A reduction in the number of trees which undergo drastic changes in their appearance from pruning
- A reduction in pruning cost due to less work required on each tree and less wood waste generated

Hinsdale's pruning activities can be split into three different classifications. The forestry program administers the first two: cyclical pruning and request pruning. Cyclical pruning consists of scheduling all parkway trees within a specific area of the Village for pruning,



generally during the winter months. Request pruning activities occur all year long, subject to needs such as storm damage or clearance problems. The third type, utility pruning, is administered and performed by the utility companies for adequate clearance from overhead utility wires on a timetable established by the utility.

- In 2019, 1391 trees were pruned in the cyclical program. The area of the Village that was pruned in this cycle is encompassed by N Garfield Street on the West, Mills Street on the East, Ogden Avenue on the North and Symonds Drive on the South.
- As part of the request pruning program, Village crews pruned 201 trees throughout the Village in 2019. In addition, Village crews responded to numerous requests to repair and remove broken and hanging branches due to wind, ice, snow and other events.

**Table 2A – Tree Removal History (Public Trees)**

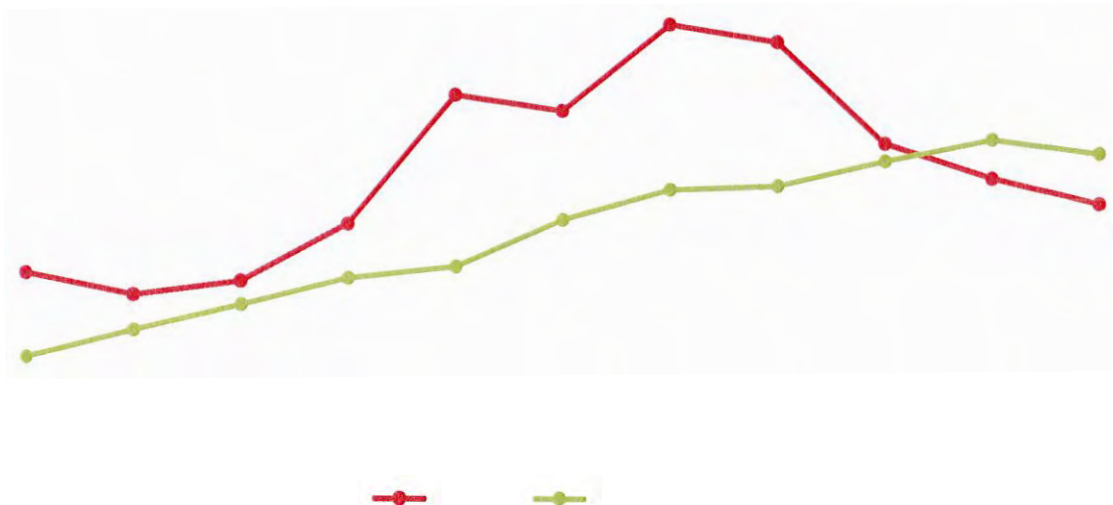
Year	DED	EAB	Other	Activity	Total
2019	11	42	190		243
2018	11	64	208		283
2017	11	78	248		337
2016	24	282	188		494
2015	37	338	146		521
2014	22	286	80		388
2013	22	270	121		413
2012	27	42	146	Annual ash injections	215
2011	12	13	102	EAB confirmed	127
2010	13		93		106
2009	60		80		140
2008	56		140		196
2007	97		79	Cyclical elm inoculations	176
2006	175		167		342

**Table 2B – Public Elm and Ash Injections**

Year	Elm Injections	Ash Injections
2019	317	279
2018	307	307
2017	402	288
2016	409	346
2015	331	388
2014	420	477
2013	425	449
2012	326	420
2011	429	0
2010	225	0
2009	436	0
2008	466	0
2007	515	0
2006	21	0

**Table 2C – Tree Planting**

Year	Trees Planted	2019	
2019	324	Type of Planting	# of Trees
2018	343	Spring	176
2017	310	Fall	91
2016	272	Resident	4
2015	266	Tribute	2
2014	220	Arbor Day	2
2013	148	CBD	2
2012	131	Village Parks	47
2011	90	<b>Total</b>	<b>324</b>
2010	51		



### **3 -Sustainable Landscaping**

The Village has embarked on various sustainable landscaping projects. Sustainable plants provide an appealing landscape and less maintenance than tender annual plants. The Village's sustainable plantings include: the Woodlands Rain Gardens, the Burlington Park Wall, and various planting beds in the Central Business District. Rain gardens have been installed as part of the Woodlands Green Infrastructure project. Rain gardens offer a multitude of benefits, which are outlined below.

#### **3.1 – Woodlands Rain Gardens**

Rain gardens have been installed in the Woodlands neighborhood in conjunction with Phase I, II & III construction. Rain gardens are known as a best management practice for storm water. While the Woodland rain gardens and underground storage have managed runoff, there have been

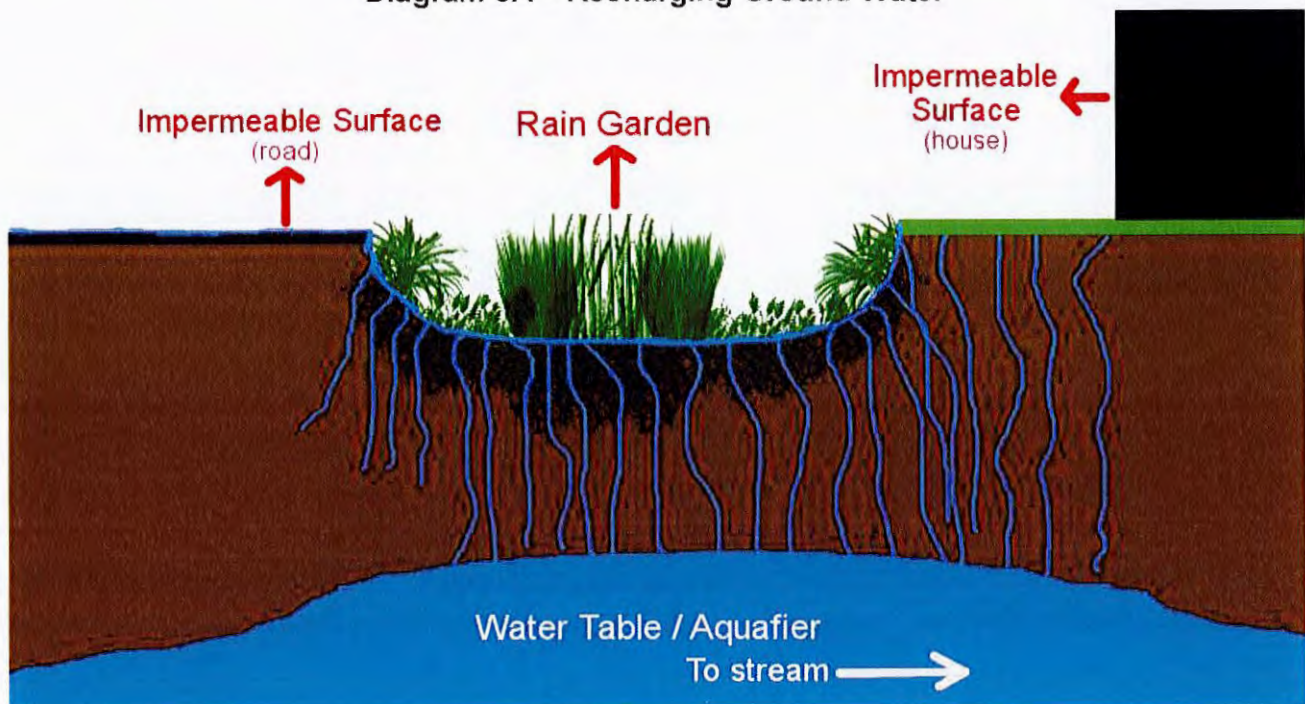


several resident requests to improve the above ground planting bed appearance. In order to manage dandelion and other weed species, it is recommended to continue to use a pre-emergent herbicide with the active ingredient Oryzalin. This herbicide inhibits the germination of weed seeds. The herbicide should be used sparingly and only when existing weeds become unmanageable. In conjunction with the herbicide application, hand weeding is also scheduled in order to manage the rain gardens. The application of this pre-emergent is intended as a tool to control weeds when determined necessary by the pest management coordinator. Potential exposure will remain limited as signage and notifications will be provided to residents. Rain gardens are considered a best management practice because they recharge ground water, filter pollutants, reduce mosquitoes, and provide a habitat for wildlife.

### Recharges Groundwater

In traditional storm water systems, runoff is collected in catch basins under Village streets and is slowly diverted through a series of underground structures, eventually dispersing into local bodies of water including creeks, streams, rivers and lakes. Hinsdale's runoff is sent to Salt Creek, Flagg Creek, the Des Plaines River and eventually the Mississippi River. Instead of sending storm water away through underground infrastructure, rain gardens offer an alternative solution that helps contain water locally. Storm runoff is diverted into the gardens where water is utilized by plants and the excess slowly percolates down to the water table (aquifers).

Diagram 3A – Recharging Ground Water





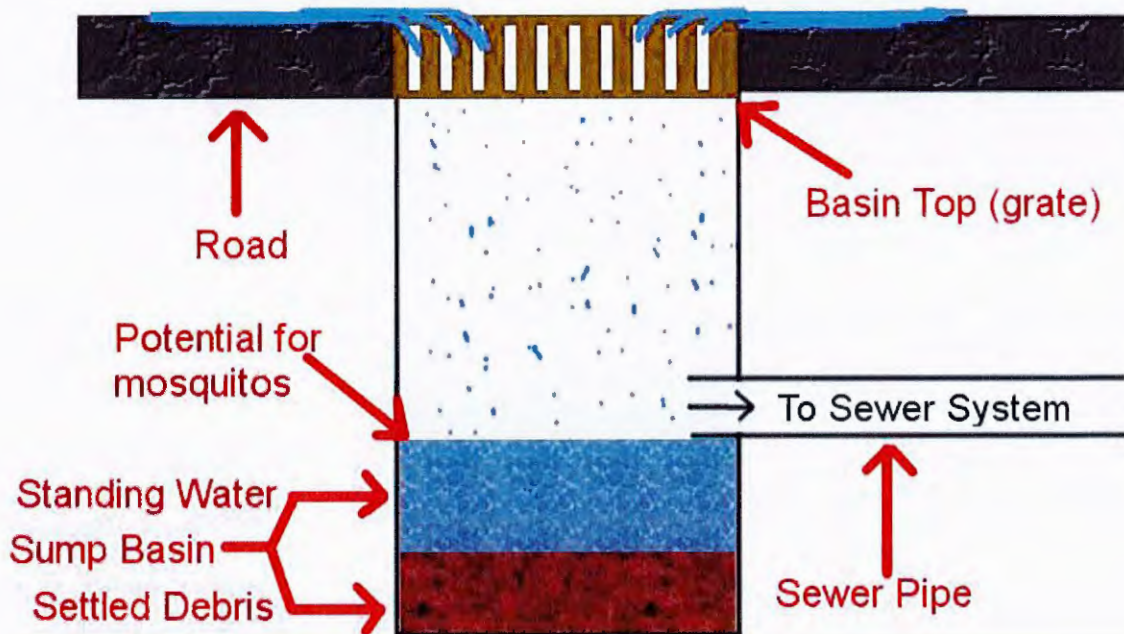
### Filters Pollution

Roof tops, roads, bridges and parking lots are impermeable surfaces that rain water moves across, collecting pollutants in the process. Pollutants include dirt, dust, rubber and metal deposits, antifreeze, engine oil, pesticides, fertilizers, discarded cups, plastic bags, cigarette butts, pet waste, and other litter. As mentioned above, storm runoff is generally sent to local bodies of water, pollutants included. The ecosystem incorporated in the rain gardens assists in filtering out pollutants, especially petroleum based chemicals. Plants and microorganisms help filter these pollutants onsite before they are sent down stream.

### Reduces Mosquitoes

Rain gardens replace a traditional catch basin, thus reducing the need for chemical treatment. A mosquito needs 72 hours to complete metamorphosis in standing water. Traditional storm water systems contain catch basins where water is “captured” and eventually dispersed. A catch basin is designed to have a sump basin below the outgoing sewer plumbing. The sump basin functions as a collection area to keep debris out of the outgoing plumbing, thus preventing blockages. However, the bottom of a catch basin often houses standing water, creating a site for mosquitoes to lay eggs. These catch basins are treated through the Village’s mosquito abatement program. A well designed and maintained rain garden will completely drain before mosquito eggs have time to develop into adult mosquitoes.

Diagram 3B – Anatomy of a Catch Basin







***Rain Garden Located in the Woodlands***

### **Wildlife Habitat**

The palette for the Woodlands rain gardens includes various native plant species. Native plants provide food and shelter to beneficial insects and small animals, creating a balanced ecosystem. Native plants, insects and animals evolved together and have a symbiotic relationship (i.e., Monarch Butterflies lay eggs on Milkweed plants. Monarch larvae feed on the plant while adults pollinate which produces seed). There are many additional examples in which plants, insects and animals interact and create a harmonious relationship. Development has disturbed natural areas leaving many native plants, insects and animals in danger of extinction. Rain gardens will

not completely reverse the adverse effects of suburban development; however they do assist in creating a sustainable direction for future developments and help retain the current ecosystem.

### **Woodland Rain Garden Revitalization Program**

Residents of Woodlands have provided feedback, which is being incorporated into a new program to provide needed maintenance to the hardscape and plant materials in selected rain gardens. This pilot program identifies two to four rain gardens that will undergo restoration of the hardscape, rejuvenation of existing plants and installation of new plants. In 2019, one rain garden underwent restoration. Staff is working with residents to develop plants to restore additional rain gardens in 2020.

### ***Rain Garden Improvements***



*700 Cleveland (before)*



*700 Cleveland (after)*



### 3.2 – Central Business District Sustainable Plantings

The Village continues to make landscape improvements in the central business district. In the spring of 2014, sustainable plants were installed in the Burlington Park living wall. The primary function of the wall is to retain the grade between Burlington Drive (cab stand) and Burlington Park. The wall also offers seating for park patrons attending such events as Uniquely Thursdays or the Fine Arts Festival. Runoff from Burlington Drive also flows into the wall's planting bed through cut outs in the curb. The plant material and microorganisms in the soil offer the same benefits as the Woodlands rain gardens by recharging ground water, filtering pollution, reducing mosquitoes and providing a wildlife habitat. Plant material continues to establish in the wall. In addition to the Burlington Wall, staff is exploring other areas where sustainable plants can be utilized. Throughout the central business district, there are sites where sustainable planting improvements can be made. These sites include the Village Parking Lot, Memorial Hall Grounds, and Brush Hill Station.

*Burlington Wall Planting Bed*



### 4 - Prairie Maintenance

Parks maintenance staff performs prescribed prairie burns at two locations. These locations are the Charleston Road Aquatic Garden and the Hinsdale Prairie. The Charleston Road Aquatic Garden is a 1.5 acre site located in the center of Charleston Road, West of County Line Road (across from Katherine Legge Memorial Park). The Hinsdale Prairie is a 3 acre parcel located on the West side of Jackson Street between 7<sup>th</sup> and 8<sup>th</sup> Streets.

Prescribed burns are an effective form of weed control and also help to invigorate native plants. Prescribed burns can be conducted in the early spring before plant growth initiates, or in late fall/early winter after a hard frost occurs. Public Services performed the prescribed burns on March 27, 2019. A summary of the burns is outlined below:

- **Duration-**

Length of time the prescribed burn lasted.

- **Fire intensity-**

The estimated surface heat generated by the burn, rated on a 1-10 scale; 10 being very intense. The heat generated by the fire is a determining factor on how well it destroys non- native plant root systems.



- **Percent blackened-**

A measure of how many acres were actually burned. Some areas do not burn for a variety of reasons, including moisture levels or lack of plant material as fuel.

	Duration	Fire Intensity	Percent Blackened
<b>Charleston Road</b>	2 hours	6	80%
<b>Hinsdale Prairie</b>	5 hours	8	90%



**Hinsdale Prairie**

**Charleston Road Aquatic Garden**

Prescribed burns have been scheduled for late of March in 2020. Notification of the burn will be made via newspaper and letters to residents in close proximity.

## **5 - Mosquito Abatement**

The Village's mosquito management program is completed by Clarke Mosquito Management, Inc. for the areas in DuPage County and Des Plaines Valley Mosquito Abatement District for the areas in Cook County. Mosquito abatement services include surveillance, monitoring, larva and adult control (as needed). Services begin in May and continue through September. Cases of West Nile Virus decreased in 2019. A total of 28 human cases occurred in Illinois. There were 14 reported cases in Cook County and 6 in DuPage County.

Clarke Mosquito Management is treating Village catch basins with larvicides that contain naturally derived active ingredients. The product is named Natular and contains Spinosad, a product derived from a naturally occurring soil bacterium. Spinosad alters the function of insect receptors. Natular is the first larvacide evaluated as a reduced risk product by the EPA. Clarke is scheduled to utilize Natular in catch basin treatments during the 2020 season.

## **6 - Annual Pest Management Review Meeting**

The November 1995 policy requires an annual review meeting to be held at a public meeting before the end of February. The Annual Pest Management Review meeting shall specifically consider the issue of chemical pesticide use on Village property, alternative means for the management of pests on Village property and any recommendations of the Pest Management Coordinator, concerning pest management on Village property. The tentative date for this meeting will be Monday, March 16, 2020. Any technical or scientific questions regarding the compliance report must be submitted in writing, no less than seven days before the IPM Review Meeting. It is appropriate that the Village Board of Trustees make a motion to approve the report. Proper notice will be given in local media outlets.

## **7 - 2020 Pest Management Schedule**

### **March 17, 2020**

- a. IPM Annual Review Meeting

### **March 19, 2020**

- a. Conduct prairie burns on Hinsdale Prairie and Charleston Rd (weather permitting)

### **April 1, 2020**

- a. Begin aeration program
- b. Over seed depleted turf areas Rate: Varies per application
- c. Ash tree soil injections
  - Type: Xytect (EPA Reg 42750-117-74779)
  - Rate: 1.6 oz per 24-48" diameter
- d. Spring Fertilization Program - Apply as needed based on action thresholds
  - Type: 16-28-12
  - Rate: 275 lbs/acre
- e. Contractual maintenance on Woodlands rain garden.
  - Type: Surflan Pro Pre-Emergent Herbicide (62719-113-829)
  - Rate: 1.5oz per 1000ft<sup>2</sup>

### **June 1, 2020**

- a. Elm tree inoculation program



- Type: Arbortech (EPA Reg 100-892)  
Rate: 12 fl oz per 5 inches of diameter
- b. Ash tree trunk injections  
Type: Tree-äge (EPA Reg 100-1309-74578)  
Rate: 10-15 ml of product per inch of diameter
- c. Mosquito abatement program  
Type: VectoBac (EPA Reg 2724-375)  
Rate: 0.25-2qts/acre  
Type: Altosid (EPA Reg 1021-1688-8329)  
Rate: 1 briquette/100ft<sup>2</sup> up to 2 ft water depth  
Type: Anvil (EPA Reg 1021-1688-8329)  
Rate: 1.9 oz/min at 5mph

#### August 3, 2020

- a. Second round of aeration program
- b. Over seed depleted turf areas  
Rate: Varies per application

#### September 7, 2020

- a. Fall fertilization program
  - 1. Apply as needed based upon action thresholds  
Type: Lesco 24-0-16  
Rate: 1lbs N/1000ft<sup>2</sup>
- b. Fall weed control
  - 1. Apply as needed based upon action thresholds  
Type: Tri-Power selective herbicide

#### November 2, 2020

- a. Athletic field maintenance  
Top dress resting athletic fields with soil or organic materials
- b. Final round aeration program
- c. Dormant seed depleted turf areas  
Rate: Varies per application
- d. Late fall fertilization program (excluding seeded areas)  
Type: 22-3-11  
Rate: 200lbs/acre



## 8 –Turf Evaluations (August 2019)

Site #	Location	Location Description	Turf Dens.	Weed Pop.	Appearance
A1	ADAMS ST. @ OGDEN	Adams cul-de-sac off North St	N/A Area under construction		
A2	BITTERSWEET & COLUMBIA	Bittersweet dead end east of Columbia Av	7	5	7
A3	BRUSH HILL	Between Elm St and Park Av north of Symonds Dr	6	5	6
A4	BURLINGTON AND STOUGH	Retention area northwest corner of W Hinsdale train parking lot	6	5	6
A5	CHARLESTON RD	Median area in middle of road	7	5	6
A6	CHESTNUT ST. PARKING LOT	Vine St and Chestnut Av	5	5	5
A7	CHICAGO & PRINCETON	Southwest corner of Chicago Av and Princeton Rd	7	7	7
A8	CHICAGO AVE. GARFIELD TO ELM	Along the railroad platform	6	6	6
A9	COUNTY LINE COURT	County Line Court cul-de-sac	5	4	5
A10	DALEWOOD ISLAND	Dalewood cul-de-sac	8	8	8
A11	HINSDALE AVE: GARFIELD TO STOUGH	South railroad corridor from Garfield St to Stough St	5	5	5
A12	JACKSON ST. CUL-DE-SAC	Southside of Jackson cul-de-sac	6	5	5
A13	LINCOLN LOT	Southwest corner of 1 <sup>st</sup> St & Lincoln	6	5	6
A14	MADISON @ OGDEN	Northeast and Southeast corner of Ogden Av and Madison St	7	5	6
A15	MILLS ST - THE LANE NORTH	East side of Mills St from The Lane North past Fuller Rd	6	6	6
A16	HIGHLAND STATION	North of the tracks off County Line Rd	6	5	6
A17	PARKWAYS @ Hinsdale Middle School	Parkways along angle parking on 2 <sup>nd</sup> St & Washington St	6	6	6
A18	POLICE/FIRE BUILDING	Symonds Dr and Post Cir	5	4	5
A19	PUBLIC WORKS GARAGE	Symonds Dr near Elm St	6	4	6
A20	RAVINE & COUNTY LINE RD	Island at Ravine Rd and County Line Rd	6	6	7
A21	RAVINE & OAK	Islands at Ravine Rd and Oak St	6	6	7
A22	SYMONDS DRIVE	Parkways along tracks Symonds Dr: Garfield St to Elm St	6	5	6
A23	VILLAGE LOT (@ Mobile Station)	Washington St and Lincoln St North of the tracks	4	4	4
A24	WASHINGTON @ OGDEN	West side of Washington St @ Ogden Ave & Bonnie Brae	6	3	5
A25	WASHINGTON CIRCLE	North of Washington Cir @ 9th & Washington	7	7	7
A26	WASHINGTON LOT	East side of Washington St @ 2nd	N/A Area under construction.		
A27	<b>WATER PLANT</b>	Park Av & Symonds Dr			
	West of Plant		7	3	7
	South of Plant		6	5	6

	Reservoir (North Side)		6	5	7
A28	WEST HINSDALE STATION	Parkways off Railroad Av and Hinsdale Av	6	5	6
A29	WEST OF POST CIRCLE	Garfield St and Post Cir	6	5	6
A30	WOODLAND ROAD ISLANDS	Woodland Rd between County Line and Taft	6	6	6
A31	WOODSIDE & COLUMBIA	Dead end of Woodside Av - east of Columbia	6	6	6
A32	YORK & WALKER	York Rd @ Walker Rd	5	3	5
A33	FULLER RIGHT OF WAY	Village right of way east of Walker Rd	6	2	5
A34	ELM RIGHT OF WAY: 9TH TO 55TH	Right of way between 9 <sup>th</sup> St and 55 <sup>th</sup> St	6	5	6
A35	JACKSON ST: HINSDALE TO 8TH	West side of Jackson St from Hinsdale to 8 <sup>th</sup>	6	6	6
A36	COLUMBIA AV: 1ST TO 3RD	East side of Columbia St between 1 <sup>st</sup> and 3 <sup>rd</sup>	6	5	6
A37	1ST & PRINCETON	Island located at 1 <sup>st</sup> & Princeton	6	5	6
A38	3RD & PRINCETON	Island located at 3 <sup>rd</sup> & Princeton	6	5	6
A39	4TH ST ISLANDS	4 <sup>th</sup> St between Garfield and County Line	7	6	7
A40	6TH & PRINCETON	6 <sup>th</sup> St @ Princeton	6	6	6
A41	7TH & HARDING	7 <sup>th</sup> St @ Harding	6	6	6
A42	7TH & WILSON	7 <sup>th</sup> St @ Wilson	6	6	6
A43	8TH & CLAY	Clay St cul-de-sac off 8 <sup>th</sup> St	6	5	6
A44	8TH & VINE	Vine St cul-de-sac off 8 <sup>th</sup> St	N/A Area under construction.		
A45	OAK @ 9TH	Pedestrian area from Oak St cul-de-sac to 55 <sup>th</sup> St	5	5	5
A46	9TH & STOUGH	900 block of south Stough St on the west side	6	5	6
A47	59TH ST: GIDDINGS TO - ELM	Retention area west of Elm St near 59 <sup>th</sup> St	7	7	7
A48	W CHICAGO & STOUGH	W Chicago Ave: Route 83 to Stough	6	5	6
A49	"806" FRANKLIN	Lot located at 806 N Franklin St	6	6	6
A50	55TH & TAFT	Harding Rd @ 55 <sup>th</sup>	6	5	6
A51	CHESTNUT CUL-DE-SAC	Dead end of Chestnut St - west of Stough	4	5	5
A52	BRUSH HILL TRAIN STATION	Hinsdale Av: Garfield to Washington	7	6	7
A53	CLEVELAND CUL-DE-SAC	South end of Cleveland Road	6	5	6
B1	<b>BROOK PARK</b>	Woodside Av and 6th St East of Springlake Av			
	Playing Fields		7	7	7
	Fringe Areas		7	7	7
B2	<b>BURLINGTON PARK</b>	Garfield St and Washington St South of Chicago Av	6	5	6
B3	<b>BURNS FIELD</b>	Madison St and Vine St North of Hickory St			

	Ice Rink		6	5	7
	Playground		6	4	6
	Soccer Area (off Madison)		6	5	7
	Fringe Areas		5	4	6
B4	<b>DIETZ PARK</b>	Bodin St and Adams St South of 7th St	6	6	6
B5	<b>DUNCAN FIELD</b>	North of Ogden east of the Amita Health Building	N/A	N/A	N/A
B6	<b>EHRET PARK</b>	Monroe St and Rosalie Ct South of Chestnut St	6	5	7
B7	<b>ELEANOR'S PARK</b>	Southeast corner of Clay St @ Chicago Av	7	4	7
B8	<b>HIGHLAND PARK</b>	Oak St and County Line Rd North of E Chicago Av			
	Passive		6	6	7
	Parkways		6	5	6
B9	<b>HINSDALE COMMUNITY POOL</b>	Hinsdale Ave @ Monroe St			
	Interior		6	5	5
	North		6	6	6
	South		6	5	5
	West		6	6	7
B10	<b>MELIN PARK</b>	Quincy St cul-de-sac off 8th St	7	6	7
B11	<b>MEMORIAL BUILDING</b>	Garfield Av and Washington St North of E Chicago Av			
	North		6	4	6
	South		7	4	6
B12	<b>PEIRCE PARK</b>	South of Walnut St and East of Mills St			
	Far East Fields		7	6	7
	Near East Fields		7	6	7
	Passive Areas		6	4	6
	Far West Field		6	5	6
B13	<b>ROBBINS PARK</b>	6th St and 7th St West of Grant St			
	NE- North-half of Soccer fields		5	6	6
	NE- South-half of Soccer fields		5	6	6
	Central		6	6	6
	Southwest		7	6	7
	Parkways		6	6	6
	Football		5	5	5

B14	<b>STOUGH PARK</b>	Stough St and Bruner St South of Town Pl			
	Ice Rink		7	7	7
	Railroad Bank		N/A Area under construction.		
	East Passive		7	7	7
	Central Passive		6	6	6
B15	<b>VEECK PARK</b>	North of 47 <sup>th</sup> St and East of County Line Rd			
	Soccer Area		5	8	5
	Softball Area		7	6	7
	Passive Areas		6	6	6
B16	<b>WOODLAND PARK</b>	7 <sup>th</sup> St and 55 <sup>th</sup> St East of Harding Rd	7	6	7
B17	<b>KATHERINE LEGGE MEMORIAL PARK</b>	57th St and 59th St East of County Line Rd			
	North of Creek		5	5	5
	Athletic Field		7	6	7
	South of Access Road		6	6	6
	Lodge/Zook House/Annex		5	5	5
	Concert Hill		6	5	6
B18	<b>OAK STREET BRIDGE PARK</b>	West of Oak Street South of the bridge	6	6	6
B19	<b>BURLINGTON PARK WALL</b>	Burlington Park North of the cab stand	6	5	6

## 9 - Turf Recommendations (2020)

Site #	Location	Location Description	Notes & Recommendations
A1	Adams St. @ Ogden	Adams cul-de-sac off North St	Top dress and over seed in the spring.
A2	Bittersweet & Columbia	Bittersweet dead end east of Columbia Av	Continue with maintenance as scheduled, no recommendations at this time.
A3	Brush Hill	Between Elm St and Park Av north of Symonds Dr	Continue with maintenance as scheduled, no recommendations at this time.
A4	Burlington And Stough	Retention area northwest corner of W Hinsdale train parking lot	Continue with maintenance as scheduled, no recommendations at this time.
A5	Charleston Rd	Median area in middle of road	Continue with maintenance as scheduled, no recommendations at this time.
A6	Chestnut St. Parking Lot	Vine St and Chestnut Av	Continue with maintenance as scheduled, no recommendations at this time.
A7	Chicago & Princeton	Southwest corner of Chicago Av and Princeton Rd	Continue with maintenance as scheduled, no recommendations at this time.
A8	Chicago Ave. Garfield To Elm	Along the railroad platform	Overseed all bare spots in the spring time.
A9	County Line Court	County Line Court cul-de-sac	Top dress and overseed in the spring.
A10	Dalewood Island	Dalewood cul-de-sac	Continue with maintenance as scheduled, no recommendations at this time.
A11	Hinsdale Ave: Garfield To Stough	South railroad corridor from Garfield St to Stough St	Continue with maintenance as scheduled, no recommendations at this time.
A12	Jackson St. Cul-De-Sac	Southside of Jackson cul-de-sac	Continue with maintenance as scheduled, no recommendations at this time.
A13	Lincoln Lot	Southwest corner of 1 <sup>st</sup> St & Lincoln	Continue with maintenance as scheduled, no recommendations at this time.
A14	Madison @ Ogden	Northeast and Southeast corner of Ogden Av and Madison St	Continue with maintenance as scheduled, no recommendations at this time.
A15	Mills St - The Lane North	East side of Mills St from The Lane North past Fuller Rd	Continue with maintenance as scheduled, monitor tollway construction.
A16	Highland Station	North of the tracks off County Line Rd	Continue with maintenance as scheduled, no recommendations at this time.
A17	Parkways @ Hinsdale Middle School	Parkways along angle parking on 2 <sup>nd</sup> St & Washington St	Continue with maintenance as scheduled, no recommendations at this time.
A18	Police/Fire Building	Symonds Dr and Post Cir	Top dress and overseed in the spring.
A19	Public Works Garage	Symonds Dr near Elm St	Continue with maintenance as scheduled, no recommendations at this time.
A20	Ravine & County Line Rd	Island at Ravine Rd and County Line Rd	Continue with maintenance as scheduled, no recommendations at this time.
A21	Ravine & Oak	Islands at Ravine Rd and Oak St	Continue with maintenance as scheduled, no recommendations at this time.
A22	Symonds Drive	Parkways along tracks Symonds Dr: Garfield St to Elm St	Continue with maintenance as scheduled, no recommendations at this time.
A23	Village Lot (@ Mobile Station)	Washington St and Lincoln St North of the tracks	Top dress and overseed in the spring.
A24	Washington @ Ogden	West side of Washington St @ Ogden Ave & Bonnie Brae	Continue with maintenance as scheduled, no recommendations at this time.
A25	Washington Circle	North of Washington Cir @ 9th & Washington	Continue with maintenance as scheduled, no recommendations at this time.
A26	Washington Lot	East side of Washington St @ 2nd	Continue with maintenance as scheduled, monitor deck construction.

A27	<b>Water Plant</b>	Park Av & Symonds Dr				
	West of Plant		Continue with maintenance as scheduled, no recommendations at this time.			
	South of Plant		Continue with maintenance as scheduled, no recommendations at this time.			
	Reservoir (North Side)		Continue with maintenance as scheduled, no recommendations at this time.			
A28	West Hinsdale Station	Parkways off Railroad Av and Hinsdale Av	Continue with maintenance as scheduled, no recommendations at this time.			
A29	West of Post Circle	Garfield St and Post Cir	Continue with maintenance as scheduled, no recommendations at this time.			
A30	Woodland Road Islands	Woodland Rd between County Line and Taft	Continue with maintenance as scheduled, no recommendations at this time.			
A31	Woodside & Columbia	Dead end of Woodside Av - east of Columbia	Continue with maintenance as scheduled, no recommendations at this time.			
A32	York & Walker	York Rd @ Walker Rd	Top dress and overseed in the spring.			
A33	Fuller Right of Way	Village right of way east of Walker Rd	Continue with maintenance as scheduled, no recommendations at this time.			
A34	Elm Right of Way: 9th To 55th	Right of way between 9 <sup>th</sup> St and 55 <sup>th</sup> St	Cut back buckthorn to improve growing conditions.			
A35	Jackson St: Hinsdale to 8th	West side of Jackson St from Hinsdale to 8 <sup>th</sup>	Continue with maintenance as scheduled, no recommendations at this time.			
A36	Columbia Av: 1st To 3rd	East side of Columbia St between 1 <sup>st</sup> and 3 <sup>rd</sup>	Continue with maintenance as scheduled, monitor tollway construction.			
A37	1st & Princeton	Island located at 1 <sup>st</sup> & Princeton	Continue with maintenance as scheduled, no recommendations at this time.			
A38	3rd & Princeton	Island located at 3 <sup>rd</sup> & Princeton	Continue with maintenance as scheduled, no recommendations at this time.			
A39	4th St Islands	4 <sup>th</sup> St between Garfield and County Line	Continue with maintenance as scheduled, no recommendations at this time.			
A40	6th & Princeton	6 <sup>th</sup> St @ Princeton	Continue with maintenance as scheduled, no recommendations at this time.			
A41	7th & Harding	7 <sup>th</sup> St @ Harding	Continue with maintenance as scheduled, no recommendations at this time.			
A42	7th & Wilson	7 <sup>th</sup> St @ Wilson	Continue with maintenance as scheduled, no recommendations at this time.			
A43	8th & Clay	Clay St cul-de-sac off 8 <sup>th</sup> St	Overseed all bare spots in the spring time.			
A44	8th & Vine	Vine St cul-de-sac off 8 <sup>th</sup> St	Overseed all bare spots in the spring time.			
A45	Oak @ 9th	Pedestrian area from Oak St cul-de-sac to 55 <sup>th</sup> St	Cut back buckthorn to improve growing conditions.			
A46	9th & Stough	900 block of south Stough St on the west side	Continue with maintenance as scheduled, no recommendations at this time.			
A47	59th St: Giddings To - Elm	Retention area west of Elm St near 59 <sup>th</sup> St	Continue with maintenance as scheduled, no recommendations at this time.			
A48	W Chicago & Stough	W Chicago Ave: Route 83 to Stough	Cut back buckthorn to improve growing conditions.			
A49	"806" Franklin	Lot located at 806 N Franklin St	Continue with maintenance as scheduled, no recommendations at this time.			
A50	55th & Taft	Harding Rd @ 55 <sup>th</sup>	Continue with maintenance as scheduled, no recommendations at this time.			
A51	Chestnut Cul-De-Sac	Dead end of Chestnut St - west of Stough	Overseed all bare spots in the spring time.			
A52	Brush Hill Train Station	Hinsdale Av: Garfield to Washington	Sod or seed east end of platform, top dress and overseed bare areas.			
A53	Cleveland Cul-De-Sac	South end of Cleveland Road	Continue with maintenance as scheduled, no recommendations at this time.			
B1	<b>Brook Park</b>	Woodside Av and 6th St East of Springlake Av				
	Playing Fields		Continue with maintenance as scheduled, no recommendations at this time.			
	Fringe Areas		Continue with maintenance as scheduled, no recommendations at this time.			



B2	<b>Burlington Park</b>	Garfield St and Washington St South of Chicago Av	Aerate and overseed in the spring and/or fall.
B3	<b>Burns Field</b>	Madison St and Vine St North of Hickory St	
	Ice Rink		Aerate and overseed in the spring and/or fall.
	Playground		Aerate and overseed in the spring and/or fall.
	Soccer Area (Off Madison)		Aerate and overseed in the spring and/or fall.
	Fringe Areas		Aerate and overseed in the spring and/or fall.
B4	<b>Dietz Park</b>	Bodin St and Adams St South of 7th St	Aerate and overseed east half of park in spring or fall.
B5	<b>Duncan Field</b>	North of Ogden east of the Amita Health Building	N/A
B6	<b>Ehret Park</b>	Monroe St and Rosalie Ct South of Chestnut St	Remove brush, top dress and overseed bare areas.
B7	<b>Eleanor's Park</b>	Southeast corner of Clay St @ Chicago Av	Reduce and restore planting beds, top dress and overseed new turf areas.
B8	<b>Highland Park</b>	Oak St and County Line Rd North of E Chicago Av	
	Passive		Continue with maintenance as scheduled, no recommendations at this time.
	Parkways		Continue with maintenance as scheduled, no recommendations at this time.
B9	<b>Hinsdale Community Pool</b>	Hinsdale Ave @ Monroe St	
	Interior		Continue with maintenance as scheduled, no recommendations at this time.
	North		Continue with maintenance as scheduled, no recommendations at this time.
	South		Continue with maintenance as scheduled, no recommendations at this time.
	West		Continue with maintenance as scheduled, no recommendations at this time.
B10	<b>Melin Park</b>	Quincy St cul-de-sac off 8th St	Continue with maintenance as scheduled, no recommendations at this time.
B11	<b>Memorial Building</b>	Garfield Av and Washington St North of E Chicago Av	
	North		Aerate and overseed in the spring and/or fall.
	South		Aerate and overseed in the spring and/or fall.
B12	<b>Peirce Park</b>	South of Walnut St and East of Mills St	
	Far East Fields		Continue with maintenance as scheduled, no recommendations at this time.
	Near East Fields		Continue with maintenance as scheduled, no recommendations at this time.
	Passive Areas		Continue with maintenance as scheduled, no recommendations at this time.
	Far West Field		Continue with maintenance as scheduled, no recommendations at this time.
B13	<b>Robbins Park</b>	6th St and 7th St West of Grant St	
	NE- North-Half Of Soccer Fields		Aerate and overseed in the spring and/or fall.
	NE- South-Half Of Soccer Fields		Aerate and overseed in the spring and/or fall.
	Central		Aerate and overseed in the spring and/or fall.

	Southwest		Aerate and overseed in the spring and/or fall.
	Parkways		Aerate and overseed in the spring and/or fall.
	Football		Aerate and overseed in the spring and/or fall.
B14	<b>Stough Park</b>	Stough St and Bruner St South of Town Pl	
	Ice Rink		Continue with maintenance as scheduled, no recommendations at this time.
	Railroad Bank		Continue with maintenance as scheduled, monitor railway construction.
	East Passive		Continue with maintenance as scheduled, no recommendations at this time.
	Central Passive		Continue with maintenance as scheduled, no recommendations at this time.
B15	<b>Veeck Park</b>	North of 47 <sup>th</sup> St and East of County Line Rd	
	Soccer Area		Aerate and overseed in the spring and/or fall
	Softball Area		Aerate and overseed in the spring and/or fall
	Passive Areas		Aerate and overseed in the spring and/or fall
B16	<b>Woodland Park</b>	7 <sup>th</sup> St and 55 <sup>th</sup> St East of Harding Rd	Continue with maintenance as scheduled, no recommendations at this time.
B17	<b>Katherine Legge Memorial Park</b>	57th St and 59th St East of County Line Rd	
	North of Creek		Aerate and overseed in the spring and/or fall
	Athletic Field		Aerate and overseed in the fall or spring.
	South of Road		Continue with maintenance as scheduled, no recommendations at this time.
	Lodge/Zook House/Annex		Aerate and overseed in the spring and/or fall
	Concert Hill		Continue with maintenance as scheduled, no recommendations at this time.
B18	<b>Oak Street Bridge Park</b>	West of Oak Street South of the bridge	Continue with maintenance as scheduled, no recommendations at this time.
B19	<b>Burlington Park Wall</b>	Burlington Park North of the cab stand	Continue with maintenance as scheduled, no recommendations at this time.

## 10 – Weather Data

### 2019 PRECIPITATION TOTALS IN INCHES

		MEAN	OBSERVED	
JAN	2019	1.73	1.93	112%
FEB	2019	1.79	2.18	122%
MAR	2019	2.5	2.89	116%
APR	2019	3.38	6.76	200%
MAY	2019	3.68	8.95	243%
JUNE	2019	3.45	4.39	121%
JULY	2019	3.7	5.35	127%
AUG	2019	4.9	3.42	82%
SEPT	2019	3.21	8.09	252%
OCT	2019	3.15	6.97	221%
NOV	2019	3.15	1.70	54%
DEC	2019	2.25	1.29	57%
ANNUAL TOTAL		36.89	53.90	151%

### 2019 TEMPERATURES IN °F

		MEAN	OBSERVED	
JAN	2019	23.8	21.0	88%
FEB	2019	27.7	25.9	94%
MAR	2019	37.9	34.3	91%
APR	2019	48.9	49.7	102%
MAY	2019	59.1	58.0	98%
JUNE	2019	68.9	67.8	98%
JULY	2019	74	77.1	104%
AUG	2019	72.4	72.9	101%
SEPT	2019	64.6	69.4	107%
OCT	2019	52.5	50.9	97%
NOV	2019	40.3	34.8	86%
DEC	2019	27.7	34.0	123%
				99%

### 2018 PRECIPITATION TOTALS IN INCHES

		MEAN	OBSERVED	
JAN	2018	1.73	1.54	89%
FEB	2018	1.79	4.64	259%
MAR	2018	2.5	1.74	69%
APR	2018	3.38	2.72	80%
MAY	2018	3.68	8.21	223%
JUNE	2018	3.45	7.63	221%
JULY	2018	3.7	1.14	31%
AUG	2018	4.9	6.61	135%
SEPT	2018	3.21	3.65	114%
OCT	2018	3.15	4.79	152%
NOV	2018	3.15	3.24	103%
DEC	2018	2.25	3.32	148%
ANNUAL TOTAL		36.89	49.23	133%

### 2018 TEMPERATURES IN °F

		MEAN	OBSERVED	
JAN	2018	23.8	24.7	104%
FEB	2018	27.7	28.8	104%
MAR	2018	37.9	36.9	97%
APR	2018	48.9	41.2	84%
MAY	2018	59.1	66.2	112%
JUNE	2018	68.9	71.5	104%
JULY	2018	74	76.2	103%
AUG	2018	72.4	76.3	105%
SEPT	2018	64.6	68.9	107%
OCT	2018	52.5	52.7	100%
NOV	2018	40.3	34.6	86%
DEC	2018	27.7	33.2	120%
				102%

FIGURES WERE OBTAINED FROM THE NATIONAL WEATHER SERVICE

## ● HERBICIDE FACTSHEET

## MECOPROP (MCP)

Mecoprop (MCP) is a common lawn care herbicide. The U.S. Environmental Protection Agency estimates that 5 million pounds are used every year on U.S. lawns. It is typically sold in products that are combinations of several related herbicides and as "weed and feed" products.

Part of the phenoxy herbicide chemical family, mecoprop kills plants by imitating naturally occurring plant growth hormones.

Symptoms of exposure to mecoprop include burning skin and eyes, nausea, dizziness, and headaches.

In laboratory tests, mecoprop has inhibited the synthesis of DNA (the molecules that contain genetic information), interfered with blood clotting, and inhibited the production of important components of the immune system.

Laboratory tests using a commercial mecoprop-containing herbicide showed that the fertility of mice who drank water contaminated with low levels of the herbicide was less than that of mice who drank uncontaminated water. Even the lowest dose level tested in this experiment reduced litter size.

A regional study in Canada found that exposure to mecoprop was associated with an increased risk of the cancer non-Hodgkin's lymphoma.

Mecoprop is frequently found in urban streams. One study (done in King County, Washington) found mecoprop in every urban stream sample analyzed.

In both greenhouse and field studies, mecoprop has caused plant diseases to infect more plants or produce more spores.

By CAROLINE COX

Mecoprop, also known as MCP (see Figure 1), is one of the most commonly used lawn care herbicides in the U.S. According to the U.S. Environmental Protection Agency (EPA), over 3 million applications,<sup>1</sup> totalling 5 million pounds,<sup>2</sup> of mecoprop are used in yards and gardens every year. Only two popular yard and garden herbicides (2,4-D and glyphosate) are used more widely.<sup>2</sup>

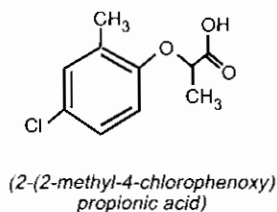
As a selective herbicide that targets broadleaf plants, mecoprop typically is used to kill broadleaf plants growing in lawns and turf. Farmers also use it to kill these weeds in cereal crops.<sup>3</sup>

Mecoprop is often sold in combinations of several related herbicides (including 2,4-D, dicamba, or MCPA).



Caroline Cox is NCAP's staff scientist.

Figure 1  
Mecoprop (MCP)



It is also sold in "weed and feed" products, in which several herbicides are combined with fertilizers. Many major pesticide companies market mecoprop-containing products for home lawns, and there are also products designed for lawn care professionals and turf managers. Mecoprop is sold under a wide array of brand names.<sup>4</sup>

Mecoprop's ability to kill plants was first reported in 1956. It was

registered for use in the U.S. in 1964.<sup>5</sup>

### Mode of Action

Mecoprop belongs to the phenoxy herbicide family. Its better-known chemical relatives include 2,4-D and 2,4,5-T. Like all herbicides in this chemical family, mecoprop imitates naturally occurring plant growth hormones called auxins. It causes shoots of broadleaf plants to grow in an elongated and distorted manner. About a week after exposure, the plant collapses, withers, and dies.<sup>3</sup>

### Inert Ingredients

Like most pesticides, commercial mecoprop herbicides contain ingredients in addition to mecoprop which, according to U.S. pesticide law, are called "inert."<sup>6</sup> In general, they are not identified and not included in most of the testing required in order to register these pesticides.<sup>7</sup> Hazards of some inerts in commercial mecoprop herbicide products are summarized in

"Inert Ingredients," at right.

### Symptoms of Exposure to Mecoprop

Symptoms reported by state health agencies investigating incidents when people were exposed to mecoprop-containing herbicides include red and burning skin, blistered skin, tearing, burning and irritated eyes, blurred vision, nausea,<sup>8</sup> dizziness, headaches, chest pain, and difficulty breathing.<sup>9</sup>

All these incidents involved herbicides that contained 2,4-D in addition to mecoprop. Most also contained dicamba.<sup>8,9</sup> These combinations are typical of mecoprop-containing herbicides.

According to the Health and Consumer Protection Directorate-General of the European Commission, mecoprop is irritating to skin and severely irritating to eyes.<sup>10</sup>

### Ability to Cause Genetic Damage

The National Institute for Occupational Safety and Health labels mecoprop as a "mutagen"<sup>11</sup> because it inhibited the synthesis of DNA in a laboratory study of mice.<sup>11</sup> DNA is the "molecular basis of heredity,"<sup>12</sup> the molecules that contain genetic information. A single dose of mecoprop reduced DNA production by 60 percent.<sup>13</sup> (See Figure 2.)

In addition, tests conducted for a mecoprop manufacturer as part of the process of registering it as a pesticide, showed other types of genetic damage. These included chromosome damage in bone marrow cells in hamsters and human blood cells, as well as a kind of genetic damage called sister chromatid exchanges in hamster bone marrow cells.<sup>14</sup> (Sister chromatid exchanges are exchanges of DNA within a chromosome as it duplicates.<sup>15</sup>)

### Liver and Kidney Damage

In 1994, EPA listed mecoprop as a toxic chemical under the Emergency Planning and Community Right-to-Know Act because of its toxicity to the liver and kidneys.<sup>16</sup> In a three month feeding study with rats, mecoprop doses of 9 milligrams per kilogram (mg/kg) of body weight per day

## INERT INGREDIENTS

Hazards posed by inert ingredients in household mecoprop-containing herbicides<sup>1</sup> include the following:

**Morpholine** is a severe eye and skin irritant. It is labeled as a "mutagen" by the National Institute for Occupational Safety and Health because it caused genetic damage in laboratory tests. It also damaged the liver and kidney.<sup>2</sup>

**8-hydroxyquinoline sulfate** is labeled as a "mutagen" by the National Institute for Occupational Safety and Health because it caused genetic damage in human blood cells.<sup>3</sup>

**Methyl carbitol** reduced fertility in laboratory tests.<sup>4</sup>

**Hexylene glycol** is a severe eye irritant. It also reduced the functioning of the kidneys and caused muscle weakness in laboratory tests.<sup>5</sup>

**Quartz silica** is classified as a carcinogen by the International Agency for Research on Cancer. The National Institute for Occupational Safety and Health labels it as a "mutagen" because it caused genetic damage in laboratory tests.<sup>6</sup>

1. U.S. EPA. 2004. Response to Freedom of Information Act request RIN-1178-99. Received by NCAP in February 2004.
2. National Institute for Occupational Safety and Health. 2002. Registry of Toxic Effects of Chemical Substances: Morpholine. [www.cdc.gov/niosh/rtecs/qd62ccf8.html](http://www.cdc.gov/niosh/rtecs/qd62ccf8.html).
3. National Institute for Occupational Safety and Health. 1997. Registry of Toxic Effects of Chemical Substances: 8-Quinolindol, sulfate (2:1) (salt). [www.cdc.gov/niosh/rtecs/vc7e09a0.html](http://www.cdc.gov/niosh/rtecs/vc7e09a0.html).
4. National Institute for Occupational Safety and Health. 2002. Registry of Toxic Effects of Chemical Substances: Ethanol, 2-(2-methoxyethoxy)-. [www.cdc.gov/niosh/rtecs/kl5d75c8.html](http://www.cdc.gov/niosh/rtecs/kl5d75c8.html).
5. National Institute for Occupational Safety and Health. 2002. Registry of Toxic Effects of Chemical Substances: 2,4-pentanediol, 2-methyl-. [www.cdc.gov/niosh/rtecs/sac5c10.html](http://www.cdc.gov/niosh/rtecs/sac5c10.html).
6. National Institute for Occupational Safety and Health. 2002. Registry of Toxic Effects of Chemical Substances: Silica, crystalline-quartz. [www.cdc.gov/niosh/rtecs/vv6fd8d0.html](http://www.cdc.gov/niosh/rtecs/vv6fd8d0.html).

caused a change in liver and kidney weights.<sup>17</sup>

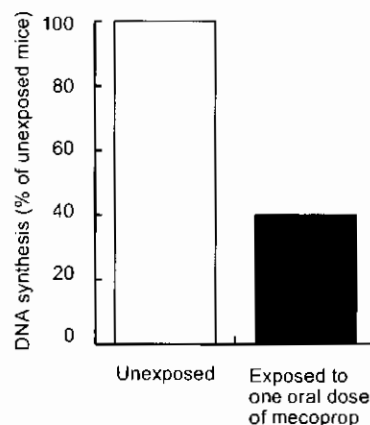
### Anemia

Exposure to mecoprop has caused the development of anemia in tests with laboratory animals. As part of mecoprop's registration process, a pesticide manufacturer sponsored two studies with dogs. In one, dogs were fed mecoprop for 12 months; in the other, for three months. In both studies, the amount of hemoglobin in the dogs' blood decreased at doses of about 20 mg/kg.<sup>14</sup> Hemoglobin is the oxygen-carrying molecule in the blood, and deficiencies in hemoglobin result in anemia.<sup>12</sup>

### Blood Clotting

Researchers at the University of Kuopio (Finland) noticed that bleeding is a symptom of poisoning by phenoxy herbicides. They then studied the effects of eight of these herbicides including mecoprop on "platelet

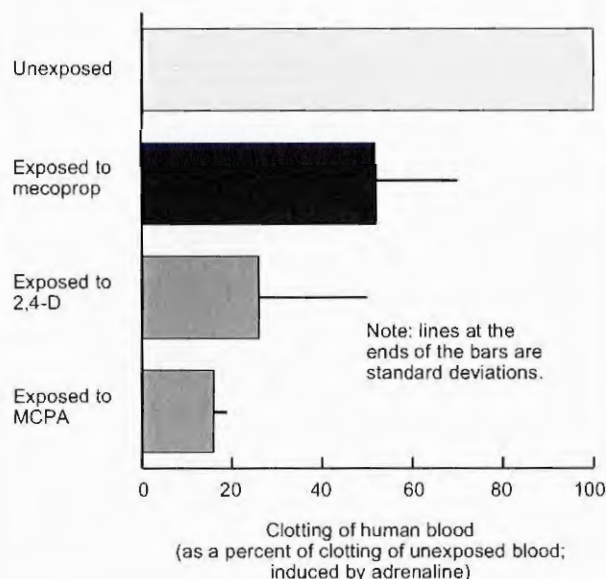
Figure 2  
Genetic Damage Caused by Mecoprop



Source: Seiler, J.P. 1979. Phenoxyacids as inhibitors of testicular DNA synthesis in male mice. *Bull. Environ. Contam. Toxicol.* 21:89-92.

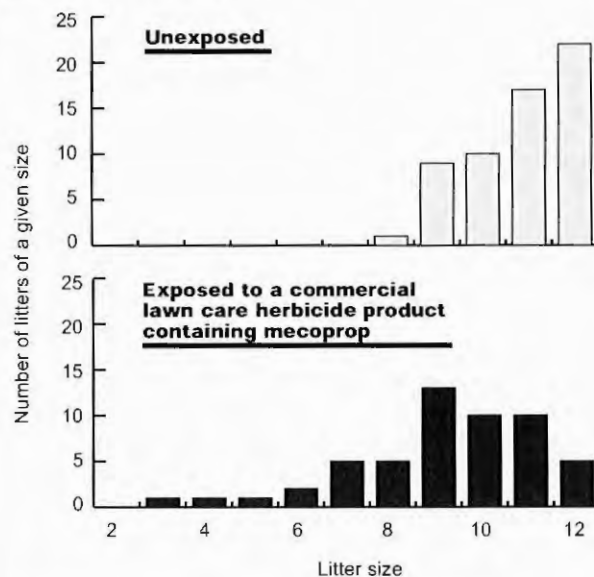
In a study of mice, mecoprop inhibited synthesis of DNA, molecules that carry genetic information.

Figure 3  
Effect on Blood Clotting



Source: Elo, H.A., T. Luoma, and P. Ylitalo. 1991. Inhibition of human and rabbit platelet aggregation by chlorophenoxy herbicides. *Arch. Toxicol.* 65:140-144.

Figure 4  
Effect on Fertility



Source: Caviere, M.F., J. Jaeger, and W. Porter. 2002. Developmental toxicity of a commercial herbicide mixture in mice: 1. Effects on embryo implantation and litter size. *Environ. Health Persp.* 110:1081-1085.

Two toxicological problems identified in laboratory tests with mecoprop are disruption of blood clotting and reduced fertility. In samples of human blood, clotting is inhibited when the blood was exposed to mecoprop. In another study, pregnant mice given water with low levels of a lawn care herbicide that contained mecoprop had fewer offspring than mice given uncontaminated water.

aggregation" in human blood. Platelets are a component of blood that assists in clotting. Results of this study showed that concentrations as low as 1 part per million of mecoprop inhibited clotting. Other herbicides commonly used in combination with mecoprop had the same effect.<sup>18</sup> (See Figure 3.)

### Effects on Reproduction

New research has demonstrated that exposures to small amounts of mecoprop-containing herbicides can reduce fertility in laboratory animals. Zoologists at the University of Wisconsin exposed pregnant mice to a commercial lawn care herbicide containing mecoprop, 2,4-D, and dicamba in the animals' drinking water. They found that litter size was reduced even at the lowest dose level tested in this experiment, 0.004 mg/kg per day. In unexposed animals, 12 was the most common litter size; in exposed ani-

mals this number dropped to 9 or 10.<sup>19</sup> (See Figure 4.)

Mecoprop's ability to reduce fertility in laboratory animals had also been demonstrated in a study done in the 1980s in Germany.<sup>11</sup>

### Carcinogenicity (Ability to Cause Cancer)

The link between exposure to phenoxy herbicides, including mecoprop, and cancer has been controversial for decades. In 1987, based on a series of studies of people who had been occupationally exposed to these herbicides, the International Agency for Research on Cancer (IARC) classified phenoxy herbicides as "possibly carcinogenic to humans" (IARC's Group 2B). IARC has not updated its classification since then.<sup>21</sup>

Recent research supports concerns about the carcinogenicity of mecoprop. In 2001, scientists at the University of Saskatchewan and several Canadian

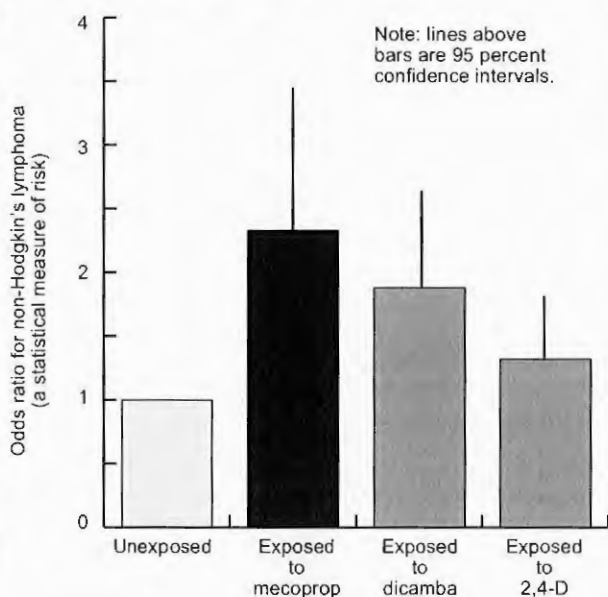
cancer institutes compared pesticide use by hundreds of Canadian men diagnosed with the cancer non-Hodgkin's lymphoma (NHL) with pesticide use by a comparison group of men who didn't have cancer. The men lived in six Canadian provinces and were exposed to mecoprop either at work or at home. They found that "the risk of NHL was statistically significantly increased" by exposure to three phenoxy herbicides: mecoprop, 2,4-D, and dicamba. The odds ratio (a statistical measure of the increased cancer risk) was over 25 percent larger for mecoprop than for the other two phenoxy herbicides.<sup>22</sup> (See Figure 5.)

### Effects on Immune System Function

One "sensitive indicator for monitoring perturbation [disturbance] of the immune system" is the production of proteins that are used by the immune system to protect us from disease.

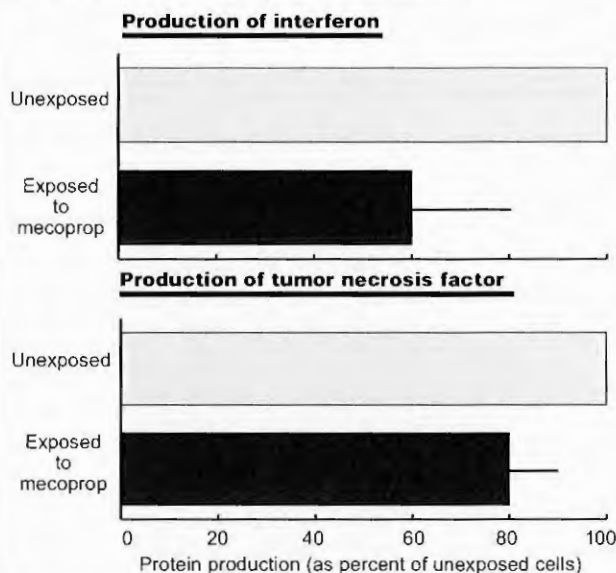


Figure 5  
Effect on Cancer Risk



Source: McDuffie, H.H. et al. 2001. Non-Hodgkin's lymphoma and specific pesticide exposures in men: Cross-Canada study of pesticides and health. *Cancer Epid. Biomarkers Prev.* 10:1155-1163.

Figure 6  
Effect on Immune System Function



Source: Hooghe, R.J., S. Devos, and E.L. Hooghe-Peters. 2000. Effects of selected herbicides on cytokine production in vitro. *Life Sci.* 66: 2519-2525.

Mecoprop exposure has also been linked with cancer and immune system problems. In a Canadian study, exposure to mecoprop (and other herbicides with which it is commonly used) increased the risk of the cancer non-Hodgkin's lymphoma. In a second study, toxicologists working with human blood cells found that production of two important components of the immune system is inhibited by mecoprop.

According to toxicologists from the Flemish Institute for Technological Research and the Free University of Brussels (Belgium), mecoprop has this kind of effect.<sup>23</sup> In human white blood cells, these toxicologists showed that mecoprop inhibited production of interferon,<sup>23</sup> an antiviral protein,<sup>12</sup> and tumor necrosis factor,<sup>23</sup> a protein that causes destruction of some tumor cells and activates white blood cells.<sup>12</sup> (See Figure 6.)

### Water Contamination

During the 1990s, the U.S. Geological Survey began a monitoring program, the first of its kind, looking for pesticides in rivers and streams across the U.S.<sup>24</sup> Because mecoprop was not one of the pesticides analyzed in this program,<sup>25</sup> there are no national data about the extent of mecoprop contamination of rivers or streams. However, local monitoring efforts indicate that contamination of streams and rivers with mecoprop may be startlingly

common. For example, in urban streams in King County, Washington, a collaboration between the county, the state Department of Ecology, and USGS found mecoprop in every sample taken during spring rainstorms.<sup>26</sup> In Bellingham, Washington, the Department of Ecology found that mecoprop was the third most frequently detected pesticide (out of 19 total) in an urban stream.<sup>27</sup> An Environment Canada study of wetlands in Saskatchewan, Canada, found that mecoprop was one of the most commonly detected herbicides.<sup>28</sup> A second Canadian study, done at the Lethbridge Research Centre, found that mecoprop contaminated rainfall, particularly in urban areas.<sup>29</sup>

One of the reasons that mecoprop often contaminates water is that its chemical characteristics make it very mobile in soil. According to the Oregon State University Extension Service, mecoprop's "pesticide movement ranking" is high.<sup>30</sup>

While there are likely to be many sources of the mecoprop that contaminates water in a particular community, golf course mecoprop use is one identified source of contamination. Three different types of studies all showed that mecoprop contaminates the water leaving treated golf courses: intensive monitoring of a single golf course, extensive monitoring of multiple golf courses within a community, and measurements conducted on simulated golf courses. The studies were conducted by scientists at the University of Georgia, the U.S. Department of Agriculture, the Tokyo Metropolitan Research Laboratory of Public Health, and the Tokyo College of Pharmacy.<sup>31,32</sup>

### Effects on Aquatic Ecosystems

Several important components of aquatic ecosystems are harmed by mecoprop. Biologists at the University of Hull (United Kingdom) showed that

mecoprop is toxic to several species of freshwater bacteria that can play key roles in purifying water.<sup>33</sup> Diatoms, plankton that are abundant in freshwater and marine ecosystems,<sup>34</sup> are also sensitive to mecoprop. Studies submitted to EPA as part of mecoprop's registration as a pesticide showed that a concentration of 17 parts per billion kills diatoms.<sup>35</sup> Diatoms are ecologically significant: they account for about a quarter of all photosynthesis, are a major food resource for aquatic animals, and are a major source of atmospheric oxygen.<sup>34</sup>

### Effects on Birds

Use of mecoprop can impact birds when the herbicide kills plants that provide habitat for insects used as food by birds. A study by The Game Conservancy Trust (United Kingdom) showed that insects used as food by juvenile birds were less than half as abundant in areas treated with mecoprop (combined with two other broadleaf herbicides) than they were in untreated areas.<sup>36</sup>

### Effects on Plant Diseases

Both field and greenhouse experiments have demonstrated that mecoprop can promote plant disease.

Scientists at the ARC Weed Research Organization showed that treatment of winter wheat with mecoprop increased the incidence of take-all disease by 66 percent.<sup>37</sup>

More recently, an Iowa State University horticulturist showed that a leaf spot fungus produced more spores on greenhouse-grown Kentucky bluegrass when the soil was treated with mecoprop than when the soil was untreated.<sup>38</sup>

### Effects on Mycorrhizal Fungi

Mecoprop can also damage mycorrhizal fungi, beneficial fungi that promote growth of many plant species and also help them resist stress. Researchers from the Swiss Federal Research Station for Fruit-Growing showed that mecoprop, applied at typical application rates, reduced from 80 percent to 35 percent the proportion of corn plants with viable mycorrhizal fungi.<sup>39</sup> ❖

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## ● HERBICIDE

## FACTSHEET

## DICAMBA

BY CAROLINE COX

Each year in the United States, about 15 million acres of corn, 1.5 million acres of wheat,<sup>1</sup> and 3 million lawns<sup>2</sup> are treated with the herbicide dicamba. While its name is often not commonly recognized, this wide use, together with concerns about its toxicology and its effects on our environment, make it important to scrutinize dicamba's hazards.

## Use

Dicamba is a selective herbicide<sup>3,4</sup> and is used to kill broad-leaved plants growing in corn, rights-of-way, and lawns. Several different forms of dicamba are used as herbicides,<sup>5</sup> the dimethylamine salt and the sodium salt are the most common.<sup>6</sup> (See Figure 1.)

Dicamba was first registered in the United States in 1967.<sup>5</sup>

Common dicamba-containing herbicides are manufactured by Sandoz Crop Protection Corp. with trade names Banvel and Banvel GST,<sup>6</sup> and by PBI/Gordon Corp.<sup>7</sup> with the trade name Trimec. (Trimec also contains the phenoxy herbicides 2,4-D and mecoprop.<sup>6,7</sup>)

About 5.6 million pounds of dicamba are used annually in U.S. agriculture and almost all of this, about 5 million pounds, is used on corn.<sup>1,8,9</sup> (See Figure 2 for state-by-state agricultural use.) In addition, the U.S. Environmental Protection Agency (EPA) estimates that U.S. households annually use about 3 million dicamba-containing products (in this case, product refers to a single container).<sup>2</sup> (See Figure 3.) In California, where pesticide use reporting is more complete than in most states, the most common uses of dicamba are in corn, in wheat, in landscape maintenance, and on rights-of-way.<sup>10</sup> (See Figure 4.)

## Mode of Action

Dicamba is in the benzoic acid herbicide

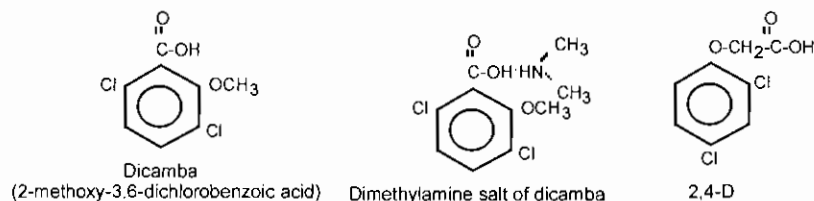
family, similar in structure and mode of action to phenoxy herbicides like 2,4-D. (See Figure 1.) Like phenoxy herbicides, dicamba mimics auxins, a type of plant hormone, and causes abnormal growth by affecting cell division.<sup>3,4</sup>

Dicamba acts systemically in plants

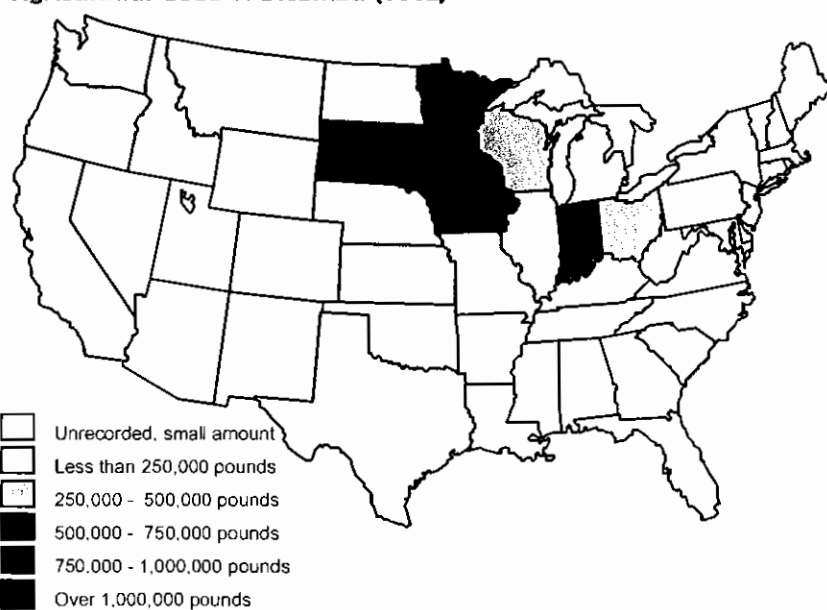
(throughout the entire plant) after it is absorbed through leaves and roots. It is easily transported throughout the plant, and also accumulates in new leaves.<sup>11</sup>

Dicamba also inhibits an enzyme found in the nervous system of most animals, acetylcholinesterase.<sup>12</sup> This is the enzyme that is

**Figure 1**  
Dicamba, Its Dimethylamine Salt, and 2,4-D



**Figure 2**  
Agricultural Uses of Dicamba (1992)

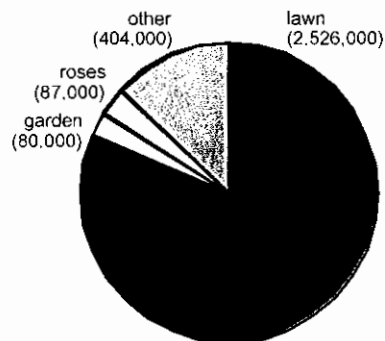


Sources: U.S. Department of Agriculture, National Agricultural Statistics Service, Agricultural Statistics Board, 1993, Agricultural chemical usage: 1992 field crops summary, Washington, D.C. (March)  
California Department of Pesticide Regulation, Information Services Branch, 1993, Summary of pesticide use report data: Annual 1991, Indexed by chemical, Sacramento, CA. (January 25.)

Almost half of the dicamba used in U.S. agriculture is used in Minnesota and Iowa.

Caroline Cox is JPR's editor.

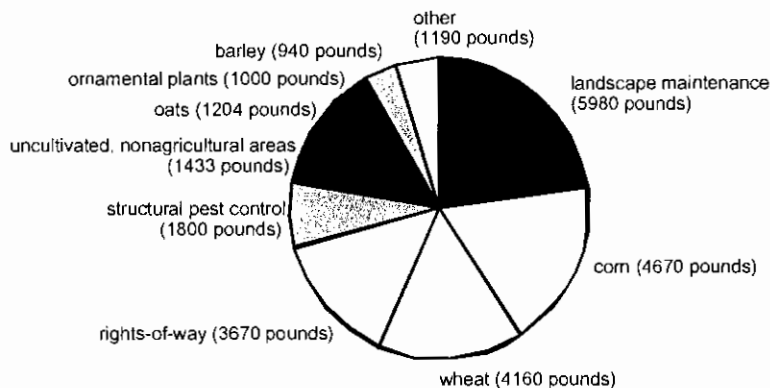
**Figure 3**  
Household Uses of Dicamba



Source: Whitmore, R.W., J.E. Kelly, and P.L. Reading. 1992. National home and garden pesticide use survey: Final report, Volume 1. Executive summary, results, and recommendations. Research Triangle Park, NC: Research Triangle Institute.

Over three-quarters of the dicamba used around U.S. homes is used on lawns.

**Figure 4**  
Uses of Dicamba in California  
(pounds per year)



Source: California Department of Pesticide Regulation. Information Services Branch. 1993. Summary of pesticide use report data: Annual 1991. Indexed by chemical. Sacramento, CA. (January 25.)

In California, dicamba is used primarily for landscaping, in corn and wheat production, and along roads, railroads, and other rights-of-way.

inhibited by several common families of insecticides (organophosphates and carbamates). Inhibition of acetylcholinesterase causes a neurotransmitter, acetylcholine, to accumulate and prevents smooth transmission of nerve impulses. In addition, dicamba inhibits the activity of several enzymes in animal livers that detoxify and excrete foreign chemicals.<sup>13</sup>

### Acute Toxicity

Dicamba's median lethal oral dose (LD<sub>50</sub>; the amount that kills 50 percent of a population of test animals) is 1707 milligrams per kilogram (mg/kg) in rats.<sup>14</sup> Female rats are killed by a smaller dose than are male rats.<sup>15</sup>

If we assume humans are as susceptible to dicamba as are laboratory animals, an oral dose of about 3.5 ounces would be required to kill an average-sized (60 kg) human.

Acute exposure to dicamba causes skin irritation and some skin sensitization in laboratory tests, as well as severe eye irritation. The eye damage can be irreversible.<sup>5</sup>

Dicamba also causes other acute effects. Congested lungs, hemorrhages, poor digestion, inflamed kidneys, and engorged livers occurred in sheep fed doses of 500 mg/kg.<sup>16</sup>

Acute effects can occur in exposed humans. Symptoms in worker poisonings reported to EPA included muscle cramps, shortness of breath, nausea, vomiting, skin rashes, loss of

voice, and swollen glands.<sup>17</sup>

### Neurotoxicity

A study of certified pesticide applicators in Minnesota found that a group who applied only herbicides experienced a 20 percent inhibition of the nervous system enzyme acetylcholinesterase (AChE). Researchers were retrospectively able to document that the workers with reduced AChE activity applied significant amounts of dicamba and that they had not applied other chemicals in common. In addition, the researchers demonstrated AChE inhibition in laboratory tests.<sup>12</sup> Neurological effects of dicamba have also been noted in dogs and chickens.<sup>18,19</sup>

### Chronic Toxicity

Feeding dicamba to rats for 90 days caused decreases in weight and in the amount of food consumed. Increased dead cells and abnormal live cells were found in exposed rats' livers.<sup>17</sup>

### Reproductive Effects

Dicamba's effects on the reproduction of laboratory animals cause concern because of the low doses that cause problems. In rabbits, the most sensitive species tested, doses over 3 mg/kg per day increased the number of fetuses lost or resorbed by the mother.<sup>20</sup>

Exposure of mallard eggs to Banvel caused

reduced, stunted growth in the mallard embryos as well as eye malformations.<sup>21</sup>

Concerns about reproductive effects are heightened by a manufacturing contaminant, 2,7-dichlorodibenzo-p-dioxin. (See Figure 5.) In pregnant rats, this contaminant causes abnormalities, suppression of tissue growth, and lesions in fetal hearts.<sup>22</sup>

### Mutagenicity

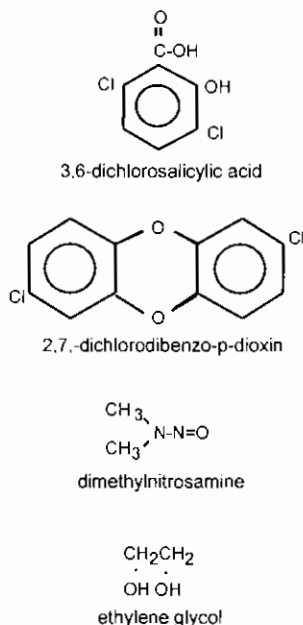
A 1990 study showed that injections of dicamba significantly increased the "unwinding rate" (single strand breaks) of the genetic material (DNA; deoxyribonucleic acid) in rat livers. The same study also looked at effects on human blood cell cultures and found that exposure to dicamba caused an increase in unscheduled DNA synthesis as well as a slight increase in sister chromatid exchanges (exchange of genetic material between chromosome pairs).<sup>23</sup>

Earlier studies had shown that dicamba caused mutations in two bacteria.<sup>24</sup> Dicamba has also caused mutations in pollen mother cells of the plant *Tradescantia paludosa*.<sup>25</sup> In addition, Gabonil, (dicamba and MCPA), caused an increase in the frequency of chromosome aberrations in barley.<sup>26</sup>

These results are consistent with a 1973 study which found that pesticide applicators using dicamba and other pesticides had a



**Figure 5**  
Contaminants, Metabolites,  
and "Inert" Ingredients Found  
in Dicamba-containing  
Products



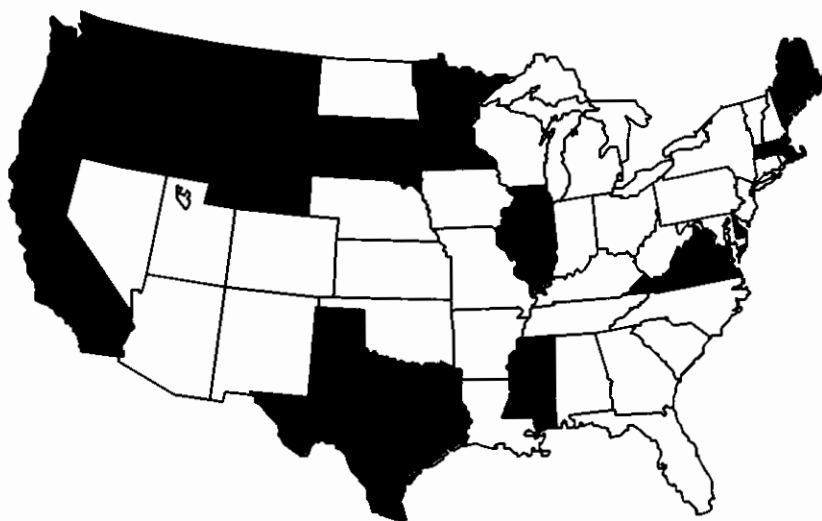
higher frequency of gaps and breaks in their chromosomes during spray season than during the winter when they were less exposed.<sup>27</sup>

### Carcinogenicity

A recent (1992) study of farmers by the National Cancer Institute found that exposure to dicamba approximately doubled the farmers' risk of contracting the cancer non-Hodgkin's lymphoma two decades after exposure.<sup>28</sup>

Two potentially carcinogenic contaminants of dicamba increase concerns about cancer. The contaminant 2,7-dichlorodibenzo-p-dioxin<sup>29</sup> is not as potent a carcinogen as its notorious chemical cousin 2,3,7,8-TCDD, but it has caused leukemia and lymphoma, liver cancer, and cancer of the circulatory system in a 1979 study of male mice conducted by the National Toxicology Program. (No significant increases in cancer were found in female mice or rats of either sex.)<sup>30</sup> Dicamba's dimethylamine salt can be contaminated with dimethylnitrosamine, small amounts of which cause cancer in laboratory animals.<sup>31</sup>

**Figure 6**  
Dicamba-contaminated Ground Water in the United States



States in black are those in which dicamba-contaminated groundwater has been reported.

Sources: U.S. EPA. Prevention, Pesticides and Toxic Substances. 1992. Pesticides in ground water database. A compilation of monitoring studies: 1971-1991. National summary. Washington, D.C. (September.) Idaho Division of Environmental Quality. 1992. Pesticide concentrations in ground water from laboratory analyses, as of March 1992. Unpublished raw data. Boise ID: Idaho Dept. of Health and Welfare. U.S. Dept. of the Interior. Geological Survey. 1992. Multiple station analyses for pesticides in ground water samples collected by the U.S. Geological Survey in Washington. Unpublished raw data. Tacoma, WA. Oregon Health Division. 1993. Nitrates and organic chemicals found in La Pine area drinking water wells, October 1993. Press release. Oregon Human Resources News. Portland, OR. (October 5.) Domagalski, J.L. and N.M. Dubrovsky. 1992. Pesticide residues in ground water of the San Joaquin Valley, California. *J. Hydrol.* 130:299-338.

Dicamba-contaminated groundwater has been found in 17 states, including all of the Pacific Northwest states.

Although dicamba has been registered for use in the U.S. for almost 30 years, only inadequate laboratory tests of dicamba's ability to cause cancer have been submitted to EPA.<sup>29</sup> The quality of some of the tests appears to be seriously lacking. For example, one test was judged inadequate because "tumors were removed periodically."<sup>18</sup>

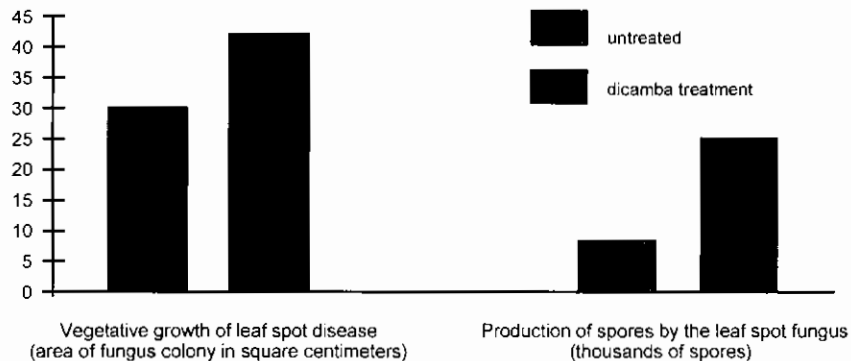
### Human Exposure

Humans are exposed to dicamba while they or their neighbors are using the herbicide in the yard or garden, while using it on the job, through drinking of contaminated water, and through eating contaminated food. The result is that large numbers of Americans are contaminated with dicamba. An EPA-funded study found that 1.4 percent of the sample population had dicamba residues in their urine. While this is a small percentage, it means that 2.3 million Americans are contaminated with dicamba.<sup>32</sup>

**Household use:** Americans make an estimated 6 million applications annually of dicamba-containing herbicides.<sup>2</sup> Because these applications are made to heavily-used areas like lawns and gardens, the potential for exposure of household residents is high. Dicamba volatilizes (evaporates) easily<sup>33</sup> from plant surfaces, particularly when temperatures are over 85°F. Under agricultural conditions, these vapors can drift up to 5 or 10 miles; thus there is potential for contamination following a neighbors' use of the chemical.<sup>34</sup>

**Occupational use:** A study of two crews using truck-mounted and hand-held sprayers to apply dicamba found dicamba residues in air samples from the truck cab, on the drivers' and applicators' hands, and in urine samples. Dermal exposure (through the skin) was responsible for more contamination than breathing of contaminated air, according to the researchers. Interestingly, the highest residues were measured in urine from a driver,

**Figure 7**  
**Increase in the Severity of a Plant Disease**  
**Caused by Dicamba Treatment**



Source: Hodges, C.F. 1992. Vegetative growth and sporulation of *Bipolaris sorokiniana* on infected leaves of *Poa pratensis* exposed to postemergence herbicides. *Can. J. Bot.* 70:568-570.

Leaf spot, a disease of bluegrass, grows faster and produces more spores following dicamba treatment of the grass.

although sprayers did all of the mixing, loading, and hand-spraying. Residues were still detectable at the end of the study (72 hours after spraying) and the authors note that this means that dicamba levels in workers would rise if they were applying dicamba daily during a five-day work week.<sup>35</sup> In addition, cholinesterase inhibition following use of dicamba has been measured in pesticide applicators.<sup>12</sup>

**Contaminated water:** Dicamba is "relatively water-soluble" and "mobile in soils."<sup>36</sup> This means that it is likely to contaminate both ground and surface water. In a study that compared soil mobility of 40 pesticides, dicamba was one of three with the highest mobility;<sup>37</sup> these results are consistent with another study of 26 pesticides, in which dicamba was more water soluble than all but three.<sup>38</sup> In two studies, dicamba was adsorbed (held to soil particles) less than the other pesticides tested, even though one was atrazine, a pesticide that has caused problems because of its tendency to contaminate water.<sup>38,39</sup>

Tests for dicamba contamination in water are consistent with these observations. Dicamba has been found in the drinking water supplies of Cincinnati, Ohio; New Orleans, Louisiana; Philadelphia, Pennsylvania; and Seattle, Washington.<sup>40</sup> It has also been found in ponds, rivers, and lakes in the U.S. and Canada.<sup>10,11,12</sup> Certain studies have found

dicamba contamination to be pervasive. For example, a study of the Padilla Bay, Washington watershed found dicamba at all but one of the sampling stations.<sup>13</sup> A study of two Canadian watersheds found dicamba throughout the sampling period<sup>14</sup> and a study of a third Canadian watershed found dicamba residues in 95 percent of the snowmelt samples tested.<sup>15</sup> (The following year, when herbicide use by local farmers was lower because of drought, no dicamba was found in the snowmelt.) EPA's water quality database indicates about one-third of the surface water samples analyzed contained dicamba.<sup>19</sup> In addition, dicamba has been found in the effluent from sewage treatment plants in Chattanooga, Tennessee and Lake Tahoe, California.<sup>40</sup>

Dicamba has also been found in ground-water in Msec, Czechoslovakia;<sup>16</sup> Ontario<sup>17</sup> and Saskatchewan,<sup>15</sup> Canada; and in 17 states in the U.S.<sup>38,43,51</sup> (See Figure 6.)

**Contaminated food:** Dicamba residues have been found on sweet corn,<sup>52</sup> tomatoes,<sup>52</sup> and wheat (both the straw and the grain).<sup>53</sup>

#### Effects on Wildlife

**Fish:** Although dicamba is characterized as "slightly toxic" or "practically nontoxic" to fish,<sup>5</sup> there are wide variations in its acute toxicity. For example, one study found that the concentration of dicamba required to kill

half of a test population (called the  $LC_{50}$ ) of bluegill was 600 parts per million (ppm). In the same study, researchers determined that if the herbicide was adsorbed onto vermiculite, it was 30 times more toxic.<sup>54</sup> In another study, no effects on yearling coho salmon were observed at concentrations of dicamba up to 100 ppm. However, yearling coho were killed by much smaller doses (0.25 ppm) during a seawater challenge test which simulates their migration from rivers to the ocean.<sup>55</sup> In addition, acute toxicity varies widely among fish species. For example, rainbow trout are killed by concentrations less than a tenth as great as those that kill mosquito fish.<sup>54</sup>

The toxicity to fish of dicamba-containing herbicides may be increased by the products used with them. For example, in 1992, forty fish were killed in Douglas County, Oregon, by the adjuvant added to Weedmaster, an herbicide containing dicamba and 2,4-D.<sup>56</sup>

Little is known about effects on fish other than acute toxicity.

**Other Aquatic Organisms:** Dicamba's toxicity to aquatic organisms smaller than fish shows similarities to its toxicity to fish. It is characterized as "practically nontoxic"<sup>5</sup> to aquatic invertebrates and, as an herbicide, it would not be expected to be acutely toxic to aquatic animals. However, tests show wide variations among species. For example, the crustaceans seed shrimp, glass shrimp, and fiddler crabs all are killed by concentrations over 100 ppm. However, other crustaceans (water fleas and amphipods) are killed by concentrations a tenth as much or less (3.9 - 11 ppm).<sup>51</sup> Little is known about effects on aquatic invertebrates other than acute toxicity.

#### Effects on Nontarget Plants

Since dicamba can damage or kill most broad-leaved plants, any unintended exposure can have important consequences. These effects have been studied mostly in agriculture and little is known about impacts on native plants.

**Drift:** Drift of dicamba occurs when it moves during or after application to a different site. The following effects have all been documented as a result of dicamba drift: abnormal leaf growth, floral development, and yield in dry beans;<sup>34</sup> reduced yield, reduced



quality, and increased skin ulcers in potatoes;<sup>57,58</sup> reduced yield, reduced sugar production, and increased sugar losses after harvest in sugar beets;<sup>59</sup> and reduced plant height and yield in soybeans.<sup>60</sup> Drift in amounts as low as 1 gram per hectare (about 0.01 ounces per acre) can damage susceptible crops. This is less than a hundredth of the typical agricultural application rate (2 to 4 ounces per acre).<sup>61</sup> Widespread damage from drift has occurred when applications are made when temperatures are over 85 degrees.<sup>31</sup>

**Plant diseases:** Treatment of bluegrass (*Poa pratensis*) with dicamba under greenhouse conditions caused an increase in growth and sporulation of the fungus *Bipolaris sorokiniana*, the cause of a leaf spot disease of bluegrass. (See Figure 7.) Field studies showed consistent results.<sup>62</sup> Dicamba treatment also increases the incidence of another disease, take-all infection of winter wheat, in field experiments.<sup>63</sup>

**Effects on germinating seedlings:** Researchers studying red oak tree regeneration following clear-cutting of Pennsylvania forests documented that applications of dicamba reduced germination of oak seedlings.<sup>64</sup> The effects of dicamba on germination of seeds from other trees or from herbaceous plants do not appear to be well studied.

**Soil fertility:** L-asparaginase is an enzyme found in soil microbes that is important in soil nutrient cycling and nitrogen mineralization. In Iowa agricultural soils applications of Banvel reduced L-asparaginase activity between 8 and 17 percent, depending on soil type. Researchers believe that this could "lead to a reduction in the amount of N [nitrogen] derived from soil organic material" and thus impact soil fertility.<sup>65</sup> Dicamba is also toxic to two nitrifying bacteria<sup>66</sup> and two algae thought to "contribute significantly to the processes involved in soil fertility."<sup>67</sup>

### Persistence

Dicamba's persistence increases its potential for effects on humans, other animals, and plants. While its half-life (the time required for one-half of a dicamba application to break down) typically is between one and six weeks,<sup>3</sup> it can persist much longer. In field studies, dicamba's persistence has been as long as 12 months (the duration of the study) in a Florida oak and pine forest<sup>68</sup> and almost 13 months

in Nova Scotia agricultural soils.<sup>69</sup> The half-life of dicamba increases as temperatures decrease; the half-life at 40°F is over 6 times the half life at 80°F.<sup>70</sup> Dicamba also persists longer in dry soils than in wet soils.<sup>71</sup>

### Secret "Inert" Ingredients

Most dicamba-containing herbicides contain ingredients that the pesticide manufacturer calls trade secrets. These ingredients are called "inerts," although they are neither biologically or chemically inert. Almost all of the toxicology and environmental fate testing required by EPA for the registration of dicamba is done with dicamba alone, not with the complete herbicide formulation (active ingredient + "inerts") as it is sold and used.

Trimec, for example, is almost 60 percent "inert" ingredients. Fallowmaster, containing a mixture of dicamba and glyphosate, is over 75 percent "inert" ingredients, and Banvel is almost 40 percent "inerts."<sup>6</sup>

The identity of most of these "inert" ingredients is not publicly available. Several, however, have been identified. Fallowmaster and Banvel CST contain ethylene glycol.<sup>6</sup> (See Figure 5.) Acute exposure to ethylene glycol causes incoordination, slurred speech, convulsions, rapid heart beat, cardiac arrhythmias, and degeneration of kidney cells. Chronic effects include some delayed nervous system damage, "external malformations" in fetuses of laboratory animals exposed to ethylene glycol, and a decrease in male fertility (also in laboratory animals).<sup>72</sup> Fallowmaster also contains a trade secret surfactant classified as "hazardous" by the federal Occupational Safety and Health Administration.<sup>6</sup>

### Contaminants

Dicamba is contaminated during its manufacture with 2,7-dichlorodibenzo-p-dioxin. In addition, dimethylamine salts of dicamba can also be contaminated with dimethylnitrosamine.<sup>29</sup> For toxicological concerns about these contaminants, see "Reproductive Effects" and "Carcinogenicity," p. 31. Dicamba products can also be contaminated with up to 20 percent of 3,5-dichloro-2-methoxy benzoic acid, an isomer of dicamba. This isomer is retained longer than dicamba in the bodies of laboratory animals.<sup>73</sup>

### Summary

Dicamba is a selective herbicide used to kill unwanted broadleaf plants in corn and wheat, along rights-of-way, and in lawns. Its chemical structure and mode of action in plants is similar to that of the phenoxy herbicides.

In humans, exposure to dicamba is associated with the inhibition of the nervous system enzyme acetylcholinesterase and an increased frequency of a cancer, non-Hodgkin's lymphoma. In laboratory animals, exposure to dicamba has caused decreases in body weight, liver damage, an increased frequency of fetal loss, and severe, sometimes irreversible eye damage. Dicamba has caused genetic damage in human blood cells, bacteria, and barley.

Dicamba can be contaminated with cancer-causing nitrosamines and a dioxin which has been shown to cause birth defects and several cancers in laboratory animals.

Dicamba is mobile in soil and has contaminated rivers, ponds, and groundwater. In the U.S., dicamba-contaminated groundwater has been found in 17 states.

Dicamba volatilizes (evaporates) easily and has been known to drift for several miles following applications at high temperatures.

Dicamba can inhibit some of the organisms important in soil nutrient cycling and thus impair soil fertility. Its use has also been associated with an increase in the frequency of some plant diseases. ↘

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## ● HERBICIDE FACTSHEET

## ORYZALIN

Oryzalin is an herbicide used to control weeds in turf, in orchards and vineyards, around ornamental plants, and along rights of way. At least 2 million pounds of oryzalin are used annually in the U.S.

Many oryzalin-containing herbicides cause eye irritation and also can cause skin allergies.

In laboratory tests, oryzalin causes anemia. In addition, exposure of pregnant animals caused embryo loss, a reduction in the number of offspring in each litter, and a decrease in the weight of offspring. In a test of oryzalin's ability to cause cancer, exposed animals had more breast tumors, skin tumors, and thyroid tumors than unexposed animals. The U.S. Environmental Protection Agency (EPA) classifies oryzalin as a "possible human carcinogen."

Oryzalin can persist in soil up to three years after application, and, according to EPA, is a "moderately mobile" herbicide in soil. Therefore it is not surprising that it often contaminates water. The U.S. Geological Survey found oryzalin in rivers, streams, or wells in almost half (16 of 36) of the river basins that the agency has tested nationwide.

Animals can be adversely affected by oryzalin. Birds fed oryzalin gained weight more slowly than unexposed birds. It is also moderately toxic to freshwater fish, particularly juvenile fish, and is highly toxic to oysters.

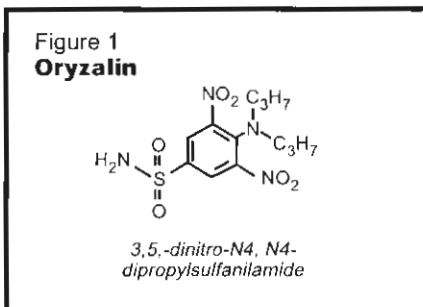
Oryzalin can have unexpected effects on plants that are not a target of the herbicide. For example, oryzalin increases the virulence of a rust that attacks flax plants. At concentrations that occur in soil after applications at typical rates, it decreases the growth of mycorrhizal fungi, beneficial fungi that grow in association with the roots of many plants.

BY CAROLINE COX

The herbicide oryzalin (see Figure 1), a member of the dinitroaniline chemical family, is commonly marketed under the brand name Surflan. It was first registered in the U.S. in 1974 and its primary manufacturer is DowAgrosciences LLC, formerly called DowElanco.<sup>1</sup>

### Use

Agricultural use of oryzalin, according to U.S. Environmental Protection Agency (EPA) estimates, is almost 2 million pounds per year. This includes use on turf (800,000 pounds per year), in almond orchards (350,000 pounds per year), and in vineyards (200,000 pounds per year). EPA believes that a "significant amount"<sup>2</sup> of oryzalin is also used around ornamental plants and along rights of way, but says that estimates of these uses are not readily



available.<sup>2</sup> In addition, an estimated 1,800,000 applications are made annually around U.S. homes.<sup>3</sup>

### How Does Oryzalin Kill Plants?

Oryzalin is a preemergence herbicide, meaning it kills seedlings as they germinate.<sup>4</sup> It kills young, growing plants by inhibiting the division of cells in the plant. Normally when cells divide, molecules of a protein called tubulin link together to form microtubules, long fiber-like structures that play critical roles in cell division. Oryzalin blocks the linking

of tubulin, disrupting cell division.<sup>5</sup>

### "Inert" Ingredients

Oryzalin products contain many ingredients other than oryzalin, and most of these, the so-called inert ingredients, are not identified on product labels.<sup>6</sup> Neither are they included in most of the toxicology tests required for registration.<sup>7</sup> For example, tests to determine whether oryzalin causes cancer, birth defects, other reproductive problems, and genetic damage have all been done just with oryzalin alone. For details about toxicological problems associated with some of the inert ingredients in oryzalin products, see "Hazards of Inert Ingredients," p.17.

All of the toxicology tests discussed in this article, with the exception of tests of eye irritation and skin allergies, were conducted on oryzalin alone.

### Hazards to Eyes

Most oryzalin-containing herbicides cause eye irritation. NCAP surveyed labels from the 29 commercial oryzalin

Caroline Cox is NCAP's staff scientist.

products whose labels are available on EPA's web site and found that 25 (over 85 percent) of them caused eye irritation.<sup>8</sup>

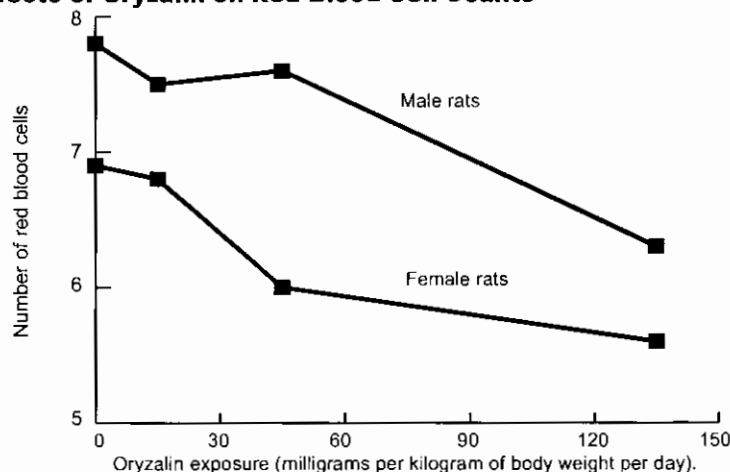
### Skin Allergies

Most oryzalin-containing herbicides can cause the development of skin allergies in people who have prolonged or repeated exposures. In NCAP's survey of labels of oryzalin products, almost 80 percent had a warning statement about skin allergies.<sup>8</sup>

### Medium- and Long-term Toxicity

Both three-month (subchronic) and two-year (chronic) feeding studies with rats and dogs found that oryzalin caused changes in blood similar to anemia. The number of red blood cells decreased (see Figure 2); hematocrit (the proportion, by volume, of blood that is made up of red blood cells<sup>9</sup>) decreased; and the amount of the

Figure 2  
Effects of Oryzalin on Red Blood Cell Counts



Source: U.S. EPA. 1993. Oryzalin - update on decisions of RfD/Peer Review Committee - Revised DERs. Memo from Dobozy, V., Toxicology Branch, Sept. 27. See attached revised data evaluation record for MRIDs No. 26779, 44332, and 70569.

Oryzalin caused anemia in both sexes of rats.

## HAZARDS OF INERT INGREDIENTS

**Propylene glycol** is used as an inert ingredient in six oryzalin products.<sup>1</sup> It causes eye and skin irritation, and affects the kidney, central nervous system, and liver. In laboratory tests of animals exposed during pregnancy, it has caused fetal toxicity and embryo death.<sup>2</sup>

**Glycerin** is used as an inert ingredient in five oryzalin products.<sup>3</sup> It causes headaches and nausea and also affects kidneys. Production of sperm was disrupted in male laboratory animals exposed to glycerin, and it caused embryo death in animals exposed during pregnancy.<sup>4</sup>

**Laurel sulfate** is used as an inert ingredient in five oryzalin products.<sup>5</sup> It is irritating to eyes and skin, and can cause drowsiness. In laboratory tests of pregnant animals, it was toxic to fetuses.<sup>6</sup>

**Dowicil 75** is a preservative used in three oryzalin products.<sup>7</sup> In laboratory studies, animals exposed to

Dowicil 75 weighed less than unexposed animals and had damaged livers more often than unexposed animals.<sup>8</sup>

**Acacia gum** (gum arabic) is used as an inert ingredient in two oryzalin products.<sup>9</sup> It causes severe eye irritation, skin irritation, and irritation of the respiratory tract. It can cause hives and asthma attacks.<sup>10</sup>

**Xylene** is used as an inert ingredient in one oryzalin product.<sup>11</sup> It causes severe eye irritation, is irritating to skin and the respiratory system, and affects nerves and the liver. In laboratory tests with pregnant animals it has caused miscarriages, birth defects, and is toxic to fetuses.<sup>12</sup>

1. U.S. EPA. Office of Prevention, Pesticides and Toxic Substances. Office of Pesticide Programs. Public Information and Records Integrity Branch. 1997. Letter From C.B. Furlow to NCAP, June 13. Re: Freedom of Information Act request RIN-4420-96. The six products containing propylene glycol have the following registration numbers: 62719-193, 62719-140, 62719-112, 62719-113, 62719-159, and 62719-158.

2. Fisher Scientific. 2000. Material safety data sheet: Propylene glycol. [www.fishersci.com](http://www.fishersci.com).

3. Ref. # 1. The five products containing glycerin have the following registration numbers: 62719-193, 62719-112, 62719-113, 62719-159, and 62719-158.

4. Sigma Chemical Co. 2001. Material safety data sheet: Glycerin USP. [www.sigma-aldrich.com](http://www.sigma-aldrich.com).

5. Ref. # 1. The five products containing laurel sulfate (also called sodium laurel sulfate) have the following registration numbers: 62719-193, 62719-110, 62719-106, 62719-153, and 62719-138.

6. Sigma Chemical Co. 2001. Material safety data sheet: Laurel sulfate 10% solution. [www.sigma-aldrich.com](http://www.sigma-aldrich.com).

7. Ref. # 1. The three products containing Dowicil 75 have the following registration numbers: 62719-140, 62719-112, and 62719-113.

8. U.S. EPA. Prevention, Pesticides and Toxic Substances. 1995. Reregistration eligibility decision (RED): Dowicil® CTAC. [www.epa.gov/pesticides](http://www.epa.gov/pesticides). p. 9.

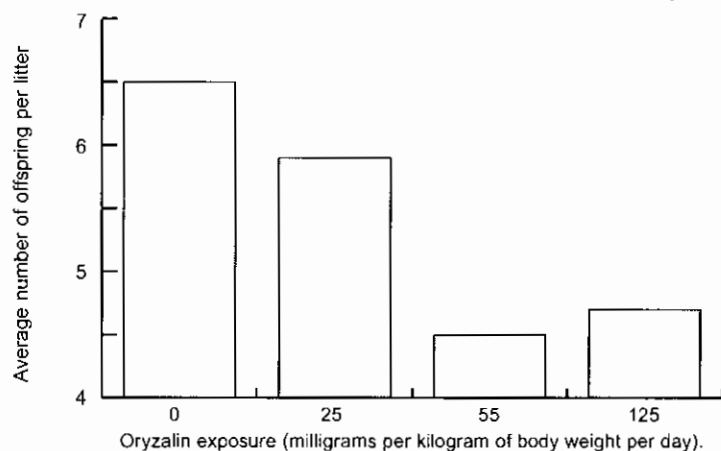
9. Ref. # 1. The two products containing acacia gum (gum arabic) have the following registration numbers: 62719-153, and 62719-138.

10. Acros Organics. 2000. Material safety data sheet: Gum arabic. [www.fishersci.com](http://www.fishersci.com).

11. Ref. # 1. The product containing xylene has registration number 62719-149.

12. Riedel-de Haen. 2001. Material safety data sheet: Xylene. [www.sigma-aldrich.com](http://www.sigma-aldrich.com).

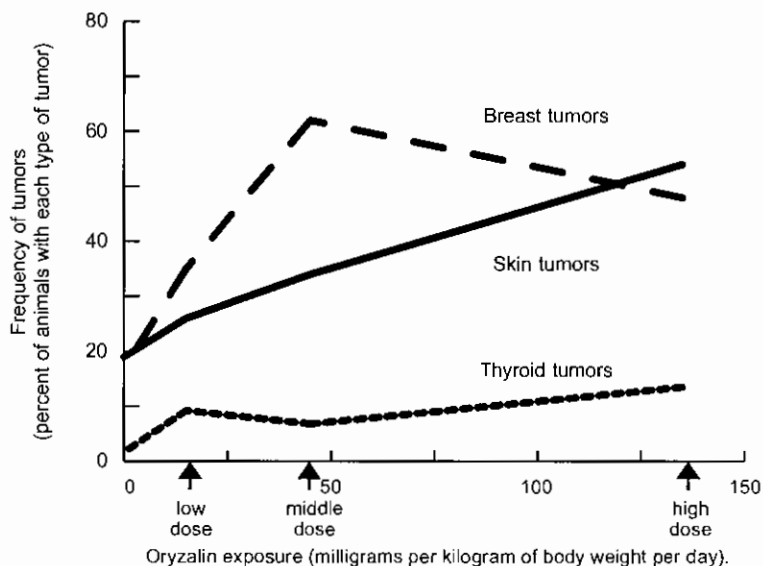
Figure 3

**Oryzalin Reduces Litter Size in Rabbits Exposed during Pregnancy**

Source: U.S. EPA. 1993. Oryzalin - update on decisions of RfD/Peer Review Committee - Revised DERs. Memo from Doboz, V., Toxicology Branch, Sept. 27. See attached data evaluation record for MRIDs No. 52557, 78552, and 26785.

Oryzalin increased the frequency of embryo loss in laboratory studies of pregnant rabbits.

Figure 4

**Oryzalin Causes Cancer**

## Sources:

U.S. EPA. Office of Pesticides and Toxic Substances. 1982. Carcinogenicity/oncogenicity assessment of oryzalin 'Surflan.' Memo from B.D. Litt, Toxicology Branch, to R. B. Jaeger, Toxicology Branch, Washington, D.C., Mar. 24.  
U.S. EPA. 1981. Oryzalin, TB/HED evaluation of 2-year feeding/oncogenicity study in the rat, submitted in support of requested tolerances at 0.05 ppm on certain fruits/nuts. Memo from M.L. Quaife, Toxicology Branch, to R. Taylor, Registration Div. Washington, D.C., Jan. 7.

EPA classifies oryzalin as a "possible human carcinogen" because it caused three types of tumors, breast, skin, and thyroid, in laboratory studies of rats.

oxygen-carrying protein hemoglobin in the blood decreased. This anemia occurred at doses of approximately 50 milligrams per kilogram of body weight (mg/kg) per day.<sup>10</sup> Supporting evidence for this kind of effect comes from researchers at Central University in Venezuela who showed that oryzalin reduces the activity of enzymes involved in energy production in human red blood cells.<sup>11</sup>

Other adverse effects seen in chronic laboratory studies were increased weight of the liver and kidney as well as increased blood cholesterol levels.<sup>10</sup>

**Effects on Reproduction**

Oryzalin caused a variety of reproductive problems in laboratory tests.

The offspring of rats given oryzalin during pregnancy weighed less than the offspring of unexposed rats. Decreased growth also occurred in a study in which rats were fed oryzalin during three generations. These effects occurred at doses of 37.5 and 225 mg/kg per day.<sup>12</sup>

Rabbits given oryzalin during pregnancy had more embryo loss than unexposed rabbits and also had smaller litters. (See Figure 3.) These effects occurred at a dose of 55 mg/kg per day.<sup>12</sup>

In addition, the uterus and ovaries of mice fed oryzalin for two years weighed less than these organs in unexposed mice. According to EPA, "As uterine weight is often under the influence of endocrine glands, one might suppose that oryzalin exerts a hormonal influence in these mice."<sup>13</sup>

**Ability to Cause Cancer**

EPA classifies oryzalin as a carcinogen (a chemical that causes cancer). The agency uses a "Group C" (possible human carcinogen) classification for oryzalin because three types of tumors (breast tumors, skin tumors, and thyroid tumors) occurred more frequently in a laboratory study of rats fed oryzalin than in unexposed animals.<sup>14</sup> (See Figure 4.)

In 1994, EPA estimated the risk of cancer in people who apply oryzalin, assuming that applicators make 1 or 10 applications every year. The

agency's calculations showed that users of most types of application equipment (low pressure handwand, backpack sprayer, and ground boom sprayer) exceeded EPA's acceptable risk for either the 1- or 10-day exposure. However, EPA believes that requiring chemical resistant footwear (rubber boots), as the agency has done since 1995, "should adequately mitigate risk."<sup>15</sup>

### Soil Persistence

According to EPA, oryzalin often has a "biphasic" breakdown pattern in soil. This means that a portion of applied oryzalin breaks down relatively quickly, while the rest is more persistent. Oryzalin's half life (the amount of time required for one half of applied oryzalin to break down and move away from the application site) for the first breakdown phase in field studies is between 58 and 77 days. For the second phase it is between 138 and 146 days.<sup>16</sup>

Under some conditions, however, oryzalin can persist for much longer periods of time. On irrigated farmland in Idaho, oryzalin caused "extensive damage" to sugarbeets one year after treatment.<sup>17</sup> In Indiana, small amounts of oryzalin persisted for three years after application.<sup>18</sup>

### Movement in Soil

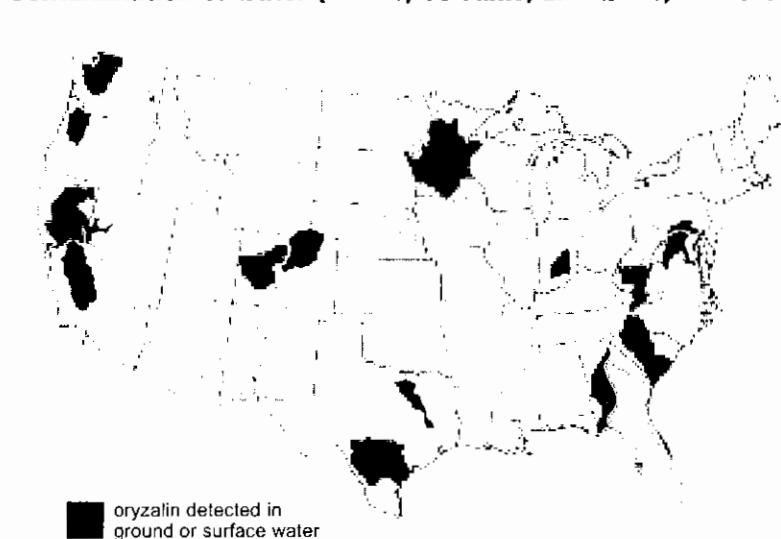
Oryzalin is categorized by EPA as "moderately mobile" in soil. Interestingly, a researcher at an Israeli agricultural research institute found that surfactants, detergent-like molecules that are used in herbicides to help the herbicide move from the surface to the inside of the plant,<sup>19</sup> increase the mobility of oryzalin in the soil.<sup>20</sup> When combined with three common surfactants, oryzalin moved deeper into the soil than it did when it was applied alone. Oryzalin alone inhibited plant growth to a depth of 12 centimeters; with a surfactant this depth increased to 20 centimeters.<sup>20</sup>

### Water Contamination

Given its persistence and mobility in soil, it's not surprising that oryzalin often moves into wells, rivers, and streams. The U.S. Geological Survey's

Figure 5

### Contamination of Water (Rivers, Streams, and Wells) in the U.S.



Source: U.S. Geological Survey. National Water-Quality Assessment (NAWQA) Program. 1998-2000. Circulars 1144, 1150, 1151, 1155-1171, 1201-1216. <http://water.usgs.gov/pubs/nawqasum/>.

The U.S. Geological Survey found oryzalin in rivers, streams, and wells in 16 of the 36 river basins that the agency has studied.

(USGS's) national water monitoring program found that oryzalin contaminated rivers, streams, or wells in 16 of the 36 river basins studied by USGS.<sup>21</sup> (See Figure 5.) Although there are no comprehensive data about which particular uses of oryzalin contaminate water, oryzalin has been found in runoff following applications of a granular oryzalin product to nursery containers,<sup>22</sup> and in ponds and wells on golf courses.<sup>23,24</sup>

### Effects on Birds

While perhaps not expected for an herbicide, oryzalin can harm birds. A study in which oryzalin was fed to bobwhite quail showed that oryzalin reduced food consumption and body weight gain at all doses tested. EPA calculated that the amount of oryzalin that would be present on grass following a single application at the rate recommended for lawns and turf was greater than the lowest concentration of oryzalin causing the decreased weight gain (625

parts per million, ppm).<sup>25</sup>

### Effects on Fish

Oryzalin is classified as "moderately toxic" to fish because between 2 and 3 ppm are sufficient to kill fish. Juvenile fish are even more susceptible; less than 1 ppm caused adverse effects.<sup>26</sup>

Because of this toxicity the labels of all oryzalin-containing herbicides must include the warning statement, "This pesticide is toxic to fish. Do not apply this product directly to water, or to areas where surface water is present."<sup>27</sup>

### Effects on Other Aquatic Animals

Oryzalin is classified by EPA as "highly toxic" to the Eastern oyster, one of the species used in pesticide testing to represent mollusk species that live in estuaries or the ocean. EPA's classification is based on a study showing that a concentration of less than 0.3 ppm is sufficient to



reduce the growth of the oysters' shells.<sup>28</sup>

Another aquatic animal affected by oryzalin at low concentrations is the water flea, *Daphnia magna*. *Daphnia* is one of the species used in pesticide testing to represent fresh water invertebrates (insects, other arthropods, etc.). An oryzalin concentration of 0.6 ppm reduced the weight of *Daphnia* offspring.<sup>29</sup>

### Effects on Aquatic Plants

Oryzalin is toxic to aquatic plants at extremely low concentrations. For example, 15 parts per billion (ppb) reduces the growth and reproduction of duckweed, one of the species EPA uses to represent aquatic plants in testing for ecological hazards.<sup>30</sup>

### Effects on Nontarget Plants: Runoff and Drift

Not surprisingly, small amounts of oryzalin are damaging to plants. For example, 2.2 ppb reduces root growth in oat seedlings.<sup>31</sup> This means that drift or runoff from fields or other areas treated with oryzalin can be sufficient to damage plants not intended as the target of the oryzalin application.

EPA estimated the amount of oryzalin in runoff assuming that just 1 percent of the oryzalin applied (by either aerial or ground applications) would be carried off by runoff and that the lowest application rate was used. The agency found that runoff under these conditions would be sufficient to damage nontarget plants on adjacent areas.<sup>32</sup>

For drift, EPA assumed that 5 percent of the amount of oryzalin used in an aerial application drifts onto adjacent areas. The agency's calculations showed that applications at low rates (1 pound per acre) could damage nontarget plants on adjacent areas.<sup>32</sup>

### Effects on Plant Diseases

Oryzalin may increase the susceptibility of some crop plants to diseases caused by fungi. In a study of a flax rust conducted at the Australian National University, a race of flax rust that is normally not able to attack flax grew and developed like a virulent race when the flax was treated with

oryzalin. The researchers believe this was a result of oryzalin's ability to inhibit the formation of microtubules.<sup>33</sup> (See "How Does Oryzalin Kill Plants?" p. 16.)

### Effects on Mycorrhizal Fungi

Mycorrhizal fungi are beneficial fungi that grow in association with many plant species and increase their growth and survival. Oryzalin reduces the growth of some of these fungi. Researchers at Auburn University (Alabama) tested 8 species of mycorrhizal fungi associated with southern pines and found that oryzalin concentrations of 1 ppm reduced the growth of one species, and concentrations of 3 ppm reduced the growth of four species. While this study was done in a laboratory, these concentrations (1 and 3 ppm) are equal to concentrations found in soil after applications made at typical rates.<sup>34</sup>

### Resistance

Weeds can develop resistance to oryzalin, the ability to survive exposure to this herbicide. Some populations of green foxtail, the most abundant weed of annual crops grown on Canada's prairies, can tolerate six times more oryzalin than normal plants. These populations are resistant to all herbicides in the dinitroaniline chemical family, as well as two other herbicides, dithiopyr and DCPA.<sup>35</sup> Goosegrass in cotton fields has also developed resistance to oryzalin and other dinitroaniline herbicides.<sup>36</sup>

### References and Notes

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## MEMORANDUM

To: Village of Hinsdale

From: Ruta Jensen

Date: March 10, 2020

Re: 2019 IPM Report

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The Village has many good procedures in place to care for the grounds. In 2019 the procedures were successful so that there was no need for herbicide use on turf.

### **I. 2019 Procedures**

Top dress and over seeding are two of the best procedures to use to keep turf healthy. They were used consistently. Try to meet the goal for aeration in future years.

### **II. Prairie burns**

The prescribed burns for the prairies are the best procedures and should be continued.

### **III. Rain gardens**

The rain gardens are a good way to handle water runoff. The use of oryzalin herbicide is to be discouraged.

The EPA classifies Oryzalin as a “possible human carcinogen”. It can cause embryo loss, and decreased weight of offspring as well as smaller litters in animals.

It can persist in soil up to 3 years, is “moderately mobile” in soils and often contaminates water.

It also decreases the growth of beneficial mycorrhizal fungi that grow on the roots of plants and help them get nutrients from the soil.

It is also toxic to aquatic plants.

Perhaps the rain gardens might be a place to use corn gluten meal since these are not large areas.

### **IV. Tri-Power Herbicide (MCPA, MCPP, and Dicamba)**

Herbicides are toxic to animals, birds, and fish in various ways. Most especially residents will care that their children and dogs are not exposed. We should also care about the ground water. Whatever leaves our parks does not have a long way to go to get to Lake Michigan or large rivers.

Specifically, Mecoprop (MCPP) can affect blood clotting and the immune system. It has been associated with a higher risk of non-Hodgkins lymphoma. It is an endocrine disruptor, has reproductive effects, neurotoxicity, causes kidney/liver damage and birth defects. Dicamba has reproductive effects, neurotoxicity, causes kidney/liver damage and birth defects.

The Village needs to do everything possible to not have to use this herbicide.

#### **V. Documentation**

In 2019 there was only one set of turf evaluations. There should be one or two additional ones to keep track of the progress over the season.

There should also be documentation from season to season. In the past there were charts with 5 years worth of data. One was Grounds Maintenance History, which included Aeration, Fertilization, Weed Control, Over Seeding, and Top Dressing. The other was Acres of Activity for the above procedures by year. These charts help to determine if procedures are needed again soon.

#### **VI. Future**

Please continue the aeration, top dressing, over seeding, and fertilization that keep the turf healthy so that chemical herbicides do not need to be used.

Please explore the wider use of corn gluten meal, including finding less costly sources for it.

#### **VII. Information about herbicides**

Detailed information about these herbicides is attached:

MCP (component of Tri-Power) from this website:

[https://d3n8a8pro7vnm.cloudfront.net/ncap/pages/26/attachments/original/1428423401/mecopr\\_op\\_mcp.pdf?1428423401](https://d3n8a8pro7vnm.cloudfront.net/ncap/pages/26/attachments/original/1428423401/mecopr_op_mcp.pdf?1428423401)

Dicamba (component of Tri-Power) from this website:

<https://d3n8a8pro7vnm.cloudfront.net/ncap/pages/26/attachments/original/1428423357/dicamba.pdf?1428423357>

Oryzalin (Surflan Pro) from this website:

<https://d3n8a8pro7vnm.cloudfront.net/ncap/pages/26/attachments/original/1428423416/oryzalin.pdf?1428423416>

#### **VIII. Meeting information**

Information about the IPM meeting needs to be on the Village website and in the Hinsdalean in a timely manner so that residents can provide input and make plans to attend the meeting.



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## MEMORANDUM

**TO:** President Cauley and the Board of Trustees  
**FROM:** Dan Deeter, PE  
**DATE:** March 17, 2020  
**RE:** Engineering January 2020 Monthly Report  
Executive Summary

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- **2020 Construction Projects.** Staff and our engineering consultants continue to work on finalizing the plans and contract documents for the major 2020 construction projects:
  - 2020 Infrastructure Project
  - E. Chicago Drainage Corridor Project
  - 2020 Maintenance Project
- A federal Surface Transportation Program (STP) funding shortage in 2020 will delay portions of the 2020 Infrastructure project to 2021.



## MEMORANDUM

**TO:** President Cauley and the Board of Trustees  
**FROM:** Dan Deeter, PE  
**DATE:** March 17, 2020  
**RE:** Engineering January 2020 Monthly Report

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The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three Engineering employees performed 35 construction site inspections or drainage complaint inspections in January.

Per Hinsdale's combined sewer overflow (CSO) permit #IL0066818, in January 2020 staff submitted six report to the Illinois Environmental Protection Agency (IEPA). One monthly Discharge Monitoring Report (DMR) for each of the Village's four Combined Sewer Overflow (CSO) was submitted. The IEPA's Annual Fiscal Report and semi-annual Long-Term Control Plan Progress Report were also submitted in January. Finally, the Village's combined sewer overflow permit (IEPA Permit #IL00066818) will expire on 07/31/20. The Village applied to renew the permit on 01/21/20, at least 180-days prior to the current permit's expiration date per the IEPA requirements.

The following capital improvement projects and engineering studies are underway:

**2020 Infrastructure Project. (Chicago Avenue from IL Rte 83 to Park Avenue)**

**Project Scope:**

- 12-inch watermain replacement on Chicago Avenue from IL Rte 83 to the water plant at the northeast corner of Symonds Drive and Park Avenue.
- 12-inch watermain replacement under the BNSF tracks from Symonds Drive to the intersection of Chicago Avenue and S. Park Street.
- Resurfacing on Chicago Avenue from IL Rte 83 to Garfield Street (70% federal funding for construction up to \$532,000)
- Resurfacing on Third Street from Grant to Washington Streets.

The organization that manages the federal Surface Transportation Program (STP) funds in northeastern Illinois, the Chicago Metropolitan Agency for Planning (CMAP), has informed municipalities throughout the area that they have run out of STP funds for 2020. Projects that were not in the January or March 2020 IDOT lettings will not have

## MEMORANDUM

STP funds available in 2020. The 2020 Infrastructure Project was originally scheduled for an April 2020 IDOT letting and will not receive STP funding in 2020.

The DuPage Mayors and Managers Conference (DMMC) has requested an accounting from CMAP of the federal fund allocations. CMAP's spreadsheet of previous construction years shows cost overruns for a high percentage of projects, which they claim caused the funding shortfall in 2020.

DMMC has stated that projects that were not funded in 2020 will be grandfathered and funded in 2021.

Staff proposes the following actions:

- Continue design and construction of the 12-inch watermain from the water plant to Washington Street in 2020. This construction would include the 12-inch watermain under the BNSF tracks from Symonds Drive to Chicago Avenue/S. Park Street.
  - The bid documents will include an alternate for directional boring the water main under the Memorial Building's south lawn to minimize the disruption to events such as Fine Arts Festival, Uniquely Thursdays, and the Farmers' Market. Once bids are received, the Village can decide on the preferred alternative and timing of water main construction in this area.
- Delay construction of the 12-inch watermain on W. Chicago Avenue from Washington Street to IL Rte 83 until 2021.
- Delay resurfacing of Chicago Avenue from Garfield Street to IL Rte 83 until 2021 when STP funding is available.
- Delay reconstruction of S. Garfield Street from Hinsdale Avenue to 55<sup>th</sup> Street from 2021 to 2022. This would avoid the significant traffic disruption that would occur from having construction on S. Garfield Street and Chicago Avenue at the same time.
- Advance reconstruction of E. Eighth Street from Garfield Street to County Line Road from 2022 to 2021.
- Transfer resurfacing of Third Street from Grant to Washington Street to the 2020 Maintenance Project.

**E. Chicago Drainage Corridor project.** This project is designed to improve drainage in the area in the blocks immediately south of E. Chicago Street from Elm Street to Oak Street, in the Highland Park/Highland Station parking lot, and on Highland Road.



## MEMORANDUM

Funding is being provided by the Illinois Tollway since this project reduces flooding on the Tollway by detaining stormwater that is tributary to the Tollway. Schedule:

- Late-Feb 2020 – advertise bids
- Mar 2020 – bid opening
- 04/07/19 – First Read at the Village Board of Trustees meeting
- 04/21/19 – Consent Agenda at the Village Board of Trustees meeting
- 04/27/19 – Earliest construction start

**2020 Maintenance Project.** Engineering for the project has been awarded to Rempe-Sharpe & Associates at the 01/28/20 Board of Trustee meeting. Staff's intent is to bid this project in March 2020 and begin construction early in the second quarter of 2020. Streets and parking lots to be resurfaced include:

Street	Existing Condition	Work to be carried out
Eighth Street from Jackson to Quincy Street	• +/- 620-feet of HMA pavement	• HMA R&R 2" surface
Maple Street from Monroe to Grant Streets	• +/- 1850-feet of HMA pavement	• HMA R&R 2" surface
Phillippa Street from Fuller to Minneola Street	• +/- 830-feet of HMA pavement	• HMA patching
Quincy Street from Stough to Maple Street	• +/- 585-feet of HMA pavement	• HMA R&R 2" surface
Quincy Street from Eighth St to Melin Park	• +/- 420-feet of HMA pavement	• HMA R&R 2" surface
Washington Street from Seventh to Eighth Street	• +/- 640-feet of HMA pavement	• HMA R&R 2" surface
York Road from Village Boundary to Ogden Ave.	• +/-490-feet of HMA pavement	• HMA R&R 2" surface
Third Street from Grant to Washington Streets	• +/-815-feet of HMA pavement	• HMA R&R 2" surface
Robbins Park Eighth Street Parking Lot	• +/-33,000-SF of HMA pavement	• HMA R&R 2" surface

Post Office Parking lot (south)	• +/-14,000-SF of HMA pavement	• HMA R&R 2" surface
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Table 1.1 (Rev1)

**SCOPE OF WORK NOTES:**

1. Remove and replace 2" hot mix asphalt surface course.
2. Remove and replace damaged or sunken concrete curb & gutter as necessary.
3. Improve associated sidewalks to meet ADA standards.
4. There are nuisance sump pump discharge issues in the project area. Connect sump pump discharges to storm sewers throughout the project areas when possible.

**Other Engineering Activities**

**2019 Construction Project Summation**

	<u>Awarded</u>	<u>Final Cost</u>
• 2019 Infrastructure Project	\$5,899,966	\$5,758,113
• 2019 Maintenance Project	\$ 418,653	\$ 399,145
• N. Madison Drainage (East)	\$ 520,760	\$ 488,114
• N. Madison Drainage (West)	\$ 771,600	\$ 787,840
• Total	\$7,610,979	\$7,433,212
• Surplus		\$ 177,767

**2020 Nicor Plans**

Nicor has notified Staff that they may retire (replace) some segments of their "bare steel" gas system in Hinsdale in 2020. These segments include:

- 1-1/2" steel gas main on Chicago Avenue from Clay Street heading east about 250 feet.
- 4" steel gas main on Grant Street from the south side of Chicago Street to about 170 feet north of the north right-of-way line of Chicago Street.
- 2" steel gas main at the end of Clay Street south of Eighth Street.
- 2" steel gas main on Grant Street from 57<sup>th</sup> Street heading north about 600 feet.

**State and Federal Funding Opportunities** A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

**Veeck Park Wet Weather Facility  
Hinsdale, Illinois**

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of rain water)
02/01/20		0.03
02/02/20		
02/03/20		
02/04/20		
02/05/20		
02/06/20		
02/07/20		0.02
02/08/20		
02/09/20		0.13
02/10/20		
02/11/20		
02/12/20		
02/13/20		
02/14/20		
02/15/20		
02/16/20		0.13
02/17/20		0.17
02/18/20		
02/19/20		
02/20/20		
02/21/20		
02/22/20		
02/23/20		
02/24/20		
02/25/20		
02/26/20		0.01
02/27/20		
02/28/20		
02/29/20		

	Febrary	YTD
Total Precipitation:	0.49	3.23
Departure fm Normal:	-1.30	-0.29
	27%	of normal rainfall

**Notes:**

1. Rain data from USGS station at Salt Creek & 22nd Street, Oak Brook, IL

**Village of Hinsdale**

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$ 4,240,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	\$ 825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$ 395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	\$ 680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$ 1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$ 300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$ 340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$ 389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$ 150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$ 3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	\$ 150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$ 444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$ 3,728,196
West Suburban Mass Transit	Car Sale Proceeds	Highland Parking Lot	2/3 reimbursement	\$ 100,000
IDOT	Federal Highway Bridge Program	Oak Street Bridge Phases II & III	IDOT local agency agreem't	\$ 5,904,514
Illinois Dept of Transportation	Surface Transportation Program (STP)	Garfield Street (Chicago Ave. - 55th) resurfacing (letting Jan 2019)	70% SPT match 30% local match	\$ 807,000
Illinois Dept of Transportation	Surface Transportation Program (STP)	Chicago Ave (IL Rte 83 - Garfield) resurfacing (letting Jan 2020)	70% SPT match 30% local match	\$ 760,000
Illinois Dept of Natural Resources	OSLAD	Renovation of pool		\$ 400,000
Total				<u>\$ 24,605,309</u>

**Village of Hinsdale  
Grant Applications Under Consideration**

Source	Program	Purpose	Status	Amount
IDNR	PARC	Renovation of KLM lodge to improve ADA accessibility	75% SPT match 25% local match	\$ 2,500,000
Total				<u>\$ 2,500,000</u>



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## MEMORANDUM

**DATE:** March 11, 2020

**TO:** President Cauley and Village Board of Trustees  
Kathleen Gargano, Village Manager

**FROM:** Garrett Hummel, Administrative Analyst

**RE:** Public Services Monthly Report – February 2020

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Provided below is the monthly staff report from the Public Services Department. This highlights activities that occurred during the month of February.

- Roadway division completed seventy-six (76) service requests in February.
- Public Services had thirteen (13) snow and ice events in February using 251.75 tons of salt.
- Public Services filled potholes in miscellaneous problem/complaint areas and water main breaks using five (5) tons of coldpatch.
- The pruning program is scheduled for winter 2020. The area scheduled to be pruned in this cycle is encompassed by Monroe Street on the west, Garfield Street on the east, Chicago Avenue on the south and Ogden Avenue on the north. As of February 28th a total of 387 trees were pruned.
- Village staff awarded the bid for the 2020 summer annual program.
- Village staff awarded the bid for the 2020 mowing and landscape maintenance contract.
- Village staff solicited bids for a custodial services contract.
- Water division had three (3) water main breaks in February.



## MEMORANDUM

**Village of Hinsdale  
Department of Public Services  
Roadway Division  
Monthly Report – February 2020**

**Activity Measures**

<b>Standard Tasks</b>	<b>February 2020</b>	<b>Prev Month</b>	<b>YTD 2020</b>
Signs	12	25	37
Posts	2	9	11
Signs Repaired	3	0	0
Cold Mix (tons)	5	4	9
Hot Mix (tons)	0	0	0
Gravel for Alleys (tons)	2	6	8
White Paint (gallons)	0	0	0
Yellow Paint (gallons)	0	0	0
Basin top Cleaning (man-hours)	8	4	12
Alley Grading (man-hours)	14	14	28
Alley Trimming (man-hours)	0	0	0
Concrete (yards)	0	0	0
Snow & Ice Callouts	8	13	21
Road Salt Used (tons)	251	301.75	552.75
Sand Used (tons)	0	0	0
Salt & Calcium for walks, stairs, etc. (tons)	15	10	25
Leaves Swept Up (yards)	0	0	0
Central Business District Sweeps	1	0	1
Complete Village Sweeps	0	0	0
Parking Lot Sweeps	0	0	0
Street Light Poles Repaired	14	0	14
Request For Services Completed	76	123	199





## MEMORANDUM

Sump pump issues	16	65	81
Pool maintenance (Man hours)	0	0	0
Parkway Restorations	2	1	3
Parking meters	2	1	3
Special Events (man hours)	0	0	0
Hauling to dump	0	0	0

**Significant issues for this month:**

- Public Services filled potholes in miscellaneous problem/complaint areas and water main breaks using five (5) tons of coldpatch.
- Roadway division completed seventy-six (76) service requests in February.
- Public Services had thirteen (13) snow and ice events in February using 251.75 tons of salt.
- Roadway division installed two (2) drainage inlets and fifty (50) feet of pipe at 2 S. Stough to alleviate standing water issues.



## MEMORANDUM

**Village of Hinsdale  
Department of Public Services  
Forestry Division  
Monthly Report – February 2020**

**Trees pruned by Village Staff:**

- Small tree pruning (diameter 10 inches and less) – 347 trees.
- Completed 12 resident tree work requests, pruning 18 trees.

**Trees pruned by contractor (diameter 10 inches and above):**

- The pruning program is scheduled for winter 2020. The area scheduled to be pruned in this cycle is encompassed by Monroe Street on the west, Garfield Street on the east, Chicago Avenue on the south and Ogden Avenue on the north. As of February 28<sup>th</sup> a total of 387 trees were pruned.

**Trees removed by Village Staff:**

- 10 public trees were removed in February.
- 18 public trees removed by staff this calendar year.
- 4 public trees are currently scheduled for removal by staff.

**Trees removed by contractor:**

- Elm – 0
- Ash - 0
- Other – 0
- 0 public trees were removed by a contractor this calendar year.
- 3 public trees are currently scheduled for removal by contractor.

**Ash trees infested by Emerald Ash Borer detected by Village Staff:**

- 1 public EAB positive ash trees were detected in February; 7 public EAB positive ash trees have been detected this calendar year.
- 0 private EAB positive ash trees were detected in February; 0 private EAB positive ash trees have been detected this calendar year.

**Ash trees removed:**

- 4 ash trees were removed this month (4 Village / 0 Contractor).
- 8 ash trees were removed this calendar year (8 Village / 0 Contractor).
- 1529 ash trees have been removed since February 2011 (1276 EAB Positive).



## MEMORANDUM

### **Ash trees that have been treated to manage infestation by Emerald Ash Borer:**

- Soil injection treatments are scheduled to be completed in April.
- Trunk injection treatments are scheduled to be completed in June.

### **Elm diseased trees detected by Village Staff:**

- 0 public DED positive elm trees were detected in February; 1 DED positive elm trees were detected this calendar year (1 treated/0 untreated).
- 0 private DED positive elm trees were detected in February; 0 DED positive elm trees were detected this calendar year.

### **Elm trees removed by Village Staff:**

- 1 diseased trees.
- 0 storm damaged trees.

### **Elm trees that have had diseased limbs removed (amputations):**

- 0 parkway trees.

### **Elm trees that have been inoculated for prevention of Dutch elm disease:**

- 437 American elms have been treated this year.

### **Tree stumps removed by Village Staff:**

- 0 tree stumps were routed, the mulch removed and the area restored with top soil and grass seed.

### **Trees Planted:**

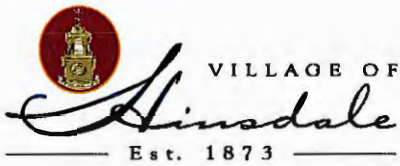
- 0 trees were planted through the Village's Planting Program.
- 0 trees were planted through the Tribute Tree Program.
- 0 tree was planted through the Resident Reimbursement Program.

### **Other:**

- Staff reviewed and commented on 4 tree preservation plans submitted for building permits.

**Tree Preservation (Public Services)**

	February 2020	Previous Mo	YTD 2020
Tree Pruning Contractual	159	228	387
Tree Pruning In-House	16	18	34
Small Tree Pruning In-House	83	347	430
Tree Removal Contractual	0	0	0
Tree Removal In-House	10	8	18
Trees Planted	0	0	0
Elm Trees Treated	0	0	0
Dutch Elm Disease Losses (Private)	0	0	0
Elm Losses (Public)	0	1	1
Ash Trees Treated	0	0	0
Ash Tree Removal - EAB (Private)	0	0	0
Ash Tree Removal – EAB (Public) <i>Note: since Feb 2011, 1,521 public Ash trees have been removed</i>	In-House 4	In-House 4	In-House 8
	Contracted 0	Contracted 0	Contracted 0
Tree Preservation Plan Reviews	4	7	11



## MEMORANDUM

**Village of Hinsdale  
Department of Public Services  
Parks Maintenance Division  
Monthly Report – February 2020**

**Activity Measures**

**February Totals**

<b>Job Task</b>	<b>Hours</b>	<b>Accomplished</b>	<b>Units</b>
Administration	0	0	Hour
Clean Bathroom	31	4	Each Bathroom
Refuse Removal	44.5	44.5	Hour
Fountain Maintenance	0	0	Hour
Litter Removal	26	26	Hour
Weed Removal	0	0	Hour
Brush Pick Up	0	0	Hour
Athletic Field Striping	6.5	5	Each Field
Infield Maintenance	0	0	Each Field
Athletic Goal/Net Maintenance	0	0	Each Goal
Turf Repair/Sod Installation	0	0	Hour
Aeration	0	0	Hour
Over seeding	0	0	Lbs. of Seed
Turf Evaluation/Soil Testing	0	0	Each
Hardwood Mulch Installation	0	0	Cubic Yard
Leaf Mulching	0	0	Hour
Mowing	0	0	Hour
Land Clearing	0	0	Hour
Planting Bed Preparation	0	0	Hour
Plant Installation/Removal	0	0	Hour
Flowering Bulb Installation/Removal	0	0	Hour
Tree and Shrub Maintenance	14	14	Hour
Fertilization	0	0	Hour
Watering	0	0	Hour
Pest and Weed Control (chemical)	0	0	Hour
Irrigation Start Up (spring)	0	0	Each
Irrigation Repair	0	0	Each



## MEMORANDUM

Irrigation Winterization	0	0	Each
Playground Maintenance/Repair	114	114	Hour
Playground Inspection	0	0	Each
Playground Mulch Installation	0	0	Cubic Yards
Holiday Decorating	0	0	Hour
Platform Tennis Repairs	0	0	Each
Special Events	0	0	Hour
Building Maintenance	18.5	18.5	Hour
Equipment/Vehicle Maintenance	67	67	Each
Training/Education	5.5	5.5	Hour
Skate Park Maintenance	0	0	Hour
Ice Rink Maintenance	13	13	Hour
Miscellaneous	5	5	Hour





## MEMORANDUM

### **Parks Maintenance Monthly Highlights – February 2020**

#### **Contractual Maintenance**

- **Landscape Maintenance and Mowing**
  - Contract will begin April 1<sup>st</sup>, 2020.
- **Rain Garden Maintenance**
  - Spring clean up is scheduled for April 2020.

#### **General Park Maintenance**

- **Bathroom Shelters (KLM)**
  - Cleaned: Monday – Friday
  - Remain open to accommodate winter activities.
  - Burns Field will be open for ice rink hours.

#### **Other**

- Village staff awarded the bid for the 2020 summer annual program.
- Village staff awarded the bid for the 2020 mowing and landscape maintenance contract
- Staff worked to restore turf areas at 55th and Park, 55th and Elm, 55th and Oak, Glendale and Madison and Brush Hill.
- Staff dismantled the ice rink and cleaned out the warming house at Burns Field
- Staff attended IRMA Accident Investigation Training



## MEMORANDUM

**Village of Hinsdale  
Department of Public Services  
Buildings Maintenance Division  
Monthly Report – February 2020**

### **Building Security and Fire Suppression**

- Repair door latch lock at Veeck Park CSO building second stationary door would not bolt shut.
- Replace two electric strike locks at the Brush Hill Station test all lock for proper operation.
- Reset burglar alarm at the Village Hall.

### **HVAC**

- Service to the Police / Fire air handlers replace all filters, drive belts, and grease all bearings.
- Service to large circulating pumps at the Police / Fire clean and grease.
- Service to the KLM Lodge air handlers replace all filters, drive belts, and grease all units.
- Service to the Village Hall and Memorial Hall air handlers replace all filters and check all else for proper operation.
- Service to air handlers at the Water Plant.
- Service to lab humidifier unit: replace filter and clean out unit.
- Replace heating filters on furnaces in Burns Field, KLM Annex, Old Youth Center, KLM Caretakers Cottage and Old Hinsdale Humane Society at that time check operation of each unit.
- Check and maintain steam boilers at the Memorial Hall and Village Hall.
- Repair hot water tank return water line at the Police / Fire Station. The copper line had a leak.
- Check outside air intake controls to make sure fresh air is being taken in during winter season.
- Grease and check hot water boiler pumps at Memorial Hall.

### **General Maintenance**

- Repair sink at the Fire Station women's bathroom; replace trap assembly and rod out drain line in the wall.
- Repair toilet Sloan valve at the Police Station staff bathroom first floor.
- Repair wall hung toilet and lavatory faucet in the Police Station lobby bathroom.
- Repairs to wall hung sink at the KLM Annex; install new Chicago faucet and trap assembly; rehang sink on the wall.



## MEMORANDUM

- Work on Memorial Hall flagpole: wash off black mold, scrape some of the peeling paint and paint bottom half of pole.
- Remove two old Christmas trees from the KLM Lodge; bring up the two new trees the staff had purchased. Clean out storage room.
- Work on the door latch lock for the Fire Station women's bathroom. The inside handle is not staying in the up position.
- Repair door latch units to main front doors at the KLM Lodge. New parts needed to be installed to get the doors to lock.
- Replace lamps at the Public Services auto shop and clean all the lenses.
- Replace all the lamps and rebuild one fixture in the Water Plant generator room.
- Install a new convex outdoor mirror east of Fire Station near the generators.
- Install a new large soap dispenser in Public Services auto shop.
- Take boxes to attic at Memorial Hall.
- Repair file drawer lock in the Village Administration office.
- Move Brad's office and relocate all the file cabinets for Human Resources.
- Work with Eco Clean in all the buildings to check cleaning.
- Meet with door installation contractor to obtain a proposal on door replacement costs at Brush Hill Station.
- Replace exterior lamps on the north side of Memorial Hall.
- Move tables and chairs out of Burns Field and bring to Veeck Park.
- Have Public Services cooling chassis repaired.
- Meet plumbing contractor at Highland Station to obtain costs on installing a water service in the building.
- Schedule meetings with heating and drywall contractors at Highland Station to obtain proposals for repairs.
- Deliver large trash bags to Police Station they ran out and wanted to borrow some.

### Administration

- Review new line item account numbers.
- Conduct a pre-bid tour of Village facilities with custodial contractors.
- IRMA accident reporting training at Village Hall.
- Open Custodial bids and review.
- Snow removal and preparation.



## MEMORANDUM

**Village of Hinsdale  
Department of Public Services  
Water Division  
Monthly Report – February 2020**

**Water Activity Measures**

<b>Standard Tasks</b>	<b>February 2020</b>	<b>Prev Mo</b>	<b>YTD 2020</b>
Utility Locates (JULIE)	245	249	494
B-Box/Service Locates	301	342	643
Water Mains Located	68	104	172
Main Break Repairs	3	0	3
B-Box/Service Repairs	3	0	3
Hydrants Replaced/Repaired	4	1	5
Service Connections/Inspections	1	1	2
Valve Installations/Repairs	0	0	0
Valves Exercised	2	0	2
Valves Located	15	25	40
Leak Investigations	3	4	7
Hydrants Flushed	5	1	6
High Bill Investigations	0	0	0
Water Fountains Serviced/Replaced	0	0	0
Disconnect Inspections	2	2	4
Meter Repairs	7	4	11
Meter/Remote Installs	9	9	18
Meters Removed	4	2	6
Meter Readings	19	13	32



## MEMORANDUM

### Water Main Break Repairs

February 2020	Prev Mo	YTD 2020
3	0	3

### February Water Main Break Locations

<u>Date</u>	<u>Address</u>	<u>Pipe Size/Type</u>	<u>Air Temp.</u>	<u>Duration</u>
2/03/2020	919 S. Madison	6" Cast Iron	44	5 hrs
2/13/2020	206 S. Bodin	6" Cast Iron	0	5 hrs
2/23/2020	605 E. Chicago	6" Cast Iron	45	5 hrs



## MEMORANDUM

**Village of Hinsdale  
Department of Public Services  
Sewer Division  
Monthly Report – February 2020**

**Sewer Activity Measures**

<b>Standard Tasks</b>	<b>February 2020</b>	<b>Prev Mo</b>	<b>YTD 2020</b>
Catch Basins Replaced/Repaired	0	0	0
Inlet Replaced/Repaired	0	0	0
Manhole Replaced/Repaired	0	0	0
Catch Basins/Inlets Cleaned	0	0	0
Sewers Cleaned (feet) In-House	0	0	0
Sewers Cleaned (feet) Contractor	0	0	0
Sewers Televised (feet) Contractor	0	0	0
Sewers Replaced/Repaired (feet)	0	0	0
Sewer Mains Located	4	5	9
Back-up Investigations	0	0	0
Manholes Located	8	12	20
Cave-ins Checked	2	0	2
Sewer Inspections	0	0	0
IEPA sampling due to overflow event of combined sewers (Veeck CSO)	0	1	1







## MEMORANDUM

**February 2020**

Standard Tasks	Check Oil, Grease Fittings, Rotate Shafts(Weekly)	Bacteria Sampling
High Service/Pool Pumps #1, #2, #3, #4	✓	N/A
Well Pump Motors #2, #5, and #10	✓	✓

Standard Tasks	February 2020	Prev Mo
Bacteria Samples	24	24
Field Chlorine	21	21
Field Turbidities	21	21
Lab Chlorine	24	27
Lab Turbidities	24	27
Lab pH	24	27
Lab Fluoride	24	27
Precipitation Readings	0	0
Temperature Readings (air)	24	27
Temperature Readings (water)	29	31
DBP Samples	0	8
Pumps Serviced	10	10
Special Well Samples	2	30
UCMR 4	0	0