VILLAGE OF Hinsdale
Est. 1873

MEETING AGENDA

REGULAR MEETING OF THE
VILLAGE BOARD OF TRUSTEES
Tuesday, June 14, 2022
7:00 P.M.
MEMORIAL HALL – MEMORIAL BUILDING
19 East 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 May 17, 2022

4. **VILLAGE PRESIDENT'S REPORT**

5. **EMPLOYEE RECOGNITION**

6. **APPOINTMENTS TO BOARDS AND COMMISSIONS**

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

8. **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 Posthuma)

a) Approve an Ordinance Amending Title 5 (Police Regulations), Chapter 7 (Dogs, Cats, and Other Animals), Section 7 (Prohibited Areas) of the Village Code of Hinsdale Relative to Hours for Dogs at KLM Park
b) Waive competitive bidding and approve and award a contract to Orbis Solutions of Aurora, IL to provide information technology (IT) support services for a first year annual cost not to exceed $169,876

Environment & Public Services (Chair Byrnes)

c) Award contract to Christopher B. Burke Engineering, LTD (CBBEL) for inspection, design and construction engineering services for the 2022/2023 Standpipe Painting and Maintenance Project in an amount not to exceed total of $99,902
d) Award a proposal to Janik Custom Millwork to replace three column bases at the Memorial Building for the price of $43,200

Zoning & Public Safety (Chair Stifflear)

e) Approve an Ordinance Approving a Floor Area Ratio Variation at 307 S. Lincoln Street, Hinsdale, Illinois- Case Number V-02-22**

9. 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 Posthuma)

a) Approval and payment of the accounts payable for the period of May 12, 2022 through June 8, 2022 in the aggregate amount of $2,006,133.80 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

10. 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****

Administration & Community Affairs (Chair Posthuma)

a) Approve a resolution approving a collective bargaining agreement (CBA) between the Village of Hinsdale and the Illinois Fraternal Order of Police Labor Council (FOP); and approve corresponding amendments to the Personnel Manual
b) Approve a Resolution Approving and Authorizing Execution of a Lease of Office / Distribution Space at 22 N. Elm Street between HCS Family Services and the Village of Hinsdale, Illinois *(First Reading – October 5, 2021)*

Environment & Public Services (Chair Byrnes)

c) Approve outdoor dining permits in the Village right-of-way until October 31, 2022 for Starbucks and Toni Patisserie & Café, and amend the issued Il Poggiolo permit subject to final issuance by the Community Development Department and subject to any conditions to be set forth by the Building Commissioner and Fire Department upon final inspection
d) Approve a Temporary Use Permit and Related License and Indemnification Agreement for Outdoor Seating until October 31, 2022 for Casa Margarita located at 25 E. Hinsdale Avenue, subject to conditions to be set forth by the Building Commissioner

Zoning & Public Safety (Chair Stifflear)

e) Approve an Ordinance Designating 121 S. County Line Road as a Historic Landmark – The Bagley House *(First Reading – May 3, 2022)*
f) Approve an Ordinance Approving an Exterior Appearance and Site Plan for Changes to an Existing One-Story Building – Normandy Remodeling – 222 E. Ogden Avenue** *(First Reading – May 17, 2022)*
g) Approve an Ordinance Approving a Special Use Permit to Operate an Automotive Repair Shop in the B-1 Community Business Zoning District at 5837 S. Madison Street (Samir

And Ghada Sharabatee, D/B/A Hinsdale Discount Tires And Automotive, Inc.) *(First Reading – May 3, 2022)*

11. DISCUSSION ITEMS

a) Tollway update - Changes to landscaping and fencing in Peirce and Veeck Parks

12. DEPARTMENT AND STAFF REPORTS

a) Engineering

13. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

15. TRUSTEE COMMENTS

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

17. ADJOURNMENT

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

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

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously budgeted items that fall within budgetary limitations, has been competitively bid or is part of a State Contract, and have a total dollar amount of less than $100,000.***

*******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 Brad Bloom, ADA Coordinator, at 630-789-7007 **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
May 17, 2022

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 1, 2022 at 7:00 p.m., roll call was taken.

Present: President Tom Cauley, Trustees Matthew Posthuma, Laurel Haarlow, Luke Stifflear, Michelle Fisher, Neale Byrnes and Scott Banke

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Assistant to the Village Manager Trevor Bosack, Police Chief Brian King, Fire Chief John Giannelli, Director of Community Development Robb McGinnis, Village Planner Bethany Salmon, Acting Finance Director Alison Brothen, Director of Public Services George Peluso

Present electronically: Superintendent of Parks & Recreation Heather Bereckis, HR Director Tracy McLaughlin

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) **Regular Meeting of May 3, 2022**
Trustee Posthuma moved to **approve the minutes of the regular meeting of May 3, 2022, as presented.** Trustee Fisher seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, and Byrnes
NAYS: None
ABSTAIN: Trustee Banke
ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley thanked the Police & Fire Departments for their assistance responding to the Metra train accident in Clarendon Hills.

He reported the Village has budgeted over $1 million in capital funds to make much needed improvements to the Community Pool that include a new pool deck, new filter system, and underground infrastructure improvements. More information can be found on the Village website.
The Memorial Day Procession will begin at 10:00 a.m. at the intersection of Third Street and Washington, ending in front of the Memorial Building. There will be a short presentation.
There exists an unfilled vacancy on the Police Pension Fund Board. This Board meets quarterly, and deals with the investment of pension funds, and determinations of an officer's ability to qualify for the fund. Interested parties can contact the Village Clerk for more information.

APPOINTMENTS TO BOARDS AND COMMISSIONS

President Cauley asked for a motion to **appoint Mr. Scott Moore to the Plan Commission to complete an unexpired term, and Mr. Gannon O'Brian to the Zoning Board of Appeals to complete at unexpired term**. So moved by Trustee Byrnes, seconded by Trustee Banke.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, and Banke
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

APPOINTMENT OF VILLAGE TREASURER

President Cauley introduced the item and explained the Village code outlines the powers and duties of the Village Treasurer, which is an unpaid position. The position is currently vacant as the Finance Director has resigned. Mr. Darrell Langlois worked for the Village from 2009 to 2021, was Village Treasurer during that time, and has agreed to serve in that capacity until a new Finance Director is hired.
Trustee Stifflear moved **to appoint Mr. Darrell Langlois as Village Treasurer**. Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, and Banke
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

FIRST READINGS – INTRODUCTION

Zoning & Public Safety (Chair Stifflear)

a) **Approve an Ordinance Approving an Exterior Appearance and Site Plan for Changes to an Existing One-Story Building – Normandy Remodeling – 222 E. Ogden Avenue**
Trustee Stifflear introduced the item and explained this is an approval for changes to an existing one-story building located in the B-3 general business district. Lakeside Bank had had submitted an application in January 2021 for this property, but the Board elected not to approve this special use for the property because there would be no sales tax benefit to the Village. This application for a showroom and office is a permitted use, and would include construction of a rear building addition, changes to the stairwell, a new loading area with screening, new landscape islands in the parking lot, additional parking, removal of a non-conforming sign, a landscaping plan, and dumpster and screening.
He reported the Plan Commission held a public hearing on this matter, and recommended Board approval 8-0. Concerns that were raised at the public hearing were the number of employees and parking. Normandy anticipates having about 90 employees, but more than half will work off-site, resulting in adequate parking. The Plan Commission recommended the resurfacing of the existing lot. They did not review the final landscaping and lighting plans.
Mr. Dave Mitchell, Director of Architecture for Normandy, addressed the Board regarding the scope of the project and proposed site plan changes. The addition will be off the south end of the existing building, and they will maintain the existing curb cuts on Ogden Avenue. He described proposed changes to accommodate handicapped parking and access. He explained Normandy wants to stay in Hinsdale, but need sufficient showroom space. The addition will be the same height as the existing building, with a slightly higher portion for an elevator. He illustrated proposed changes to the exterior appearance of the building and the materials they plan to use. They are not adding any additional parking lot fixtures, but will provide surface mounted fixtures on the building itself.
Discussion followed regarding the landscaping plan to add greenery in the parking lot, along Ogden Avenue, and for screening. At this time, completely repaving the parking lot is a budgetary consideration, but Mr. Mitchell assured the Board they will do it as it continues to deteriorate. President Cauley commented he is reluctant to put this as a condition of approval, rather, trusting the business owner will take pride in the property and maintain it properly. It was confirmed no commercial vehicles will be stored on the property.
The Board agreed to move this forward for a second reading at their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

a) Trustee Fisher moved **Approval and payment of the accounts payable for the period of April 21, 2022 through May 11, 2022 in the aggregate amount of $1,746,158.53 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, and Banke
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

The following items were approved by omnibus vote:

Environment & Public Services (Chair Byrnes)

b) **Approve DuPage County joint bid purchase of bulk winter deicing salt to Morton Salt, Inc., in the amount of $53,116**

Zoning & Public Safety (Chair Stifflear)

c) **Approve a temporary use permit to allow for a tent and an outdoor dining area to be located within two (2) parking spaces for Giuliano's Pizza at 40 Village Place from May 23, 2022 to August 22, 2022, subject to conditions to be set forth by the Building Commissioner** *(First Reading – May 3, 2022)*

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

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, and Banke
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Environment & Public Services (Chair Byrnes)

a) **Approve outdoor dining permits in the Village right-of-way until October 31, 2022 for Café La Fortuna, Altamura Pizza, Il Poggiolo Ristorante, Nabuki, Fuller House, Vistro Prime, Sauced Pizzeria, and Pages Restaurant subject to final permit issuance by the Community Development Department, and subject to any conditions to be set forth by the Building Commissioner and Fire Department upon final inspection**

Trustee Byrnes introduced the item to approve outdoor dining permits from eight of our Village restaurants as part of our quest to have an outstanding outdoor dining experience in the central business district (CBD). Outdoor dining was initiated during COVID, using jersey barriers, various types of tables and chairs and tents. Feedback indicated the popularity of outdoor dining. As a result, the Village developed appropriate standards for outdoor dining, to make it more attractive and appropriate for Hinsdale. The Village has received applications and site plans for outdoor dining this summer, and some restaurants have asked for exceptions from our newly developed design standards. He assured restaurant owners the Board is interested in their success.

Trustee Byrnes reported the requests of the following restaurants: Café la Fortuna meets design standards; Altamura pizza, wants to use the brightly colored tables they have been using since 2018, however, they have offered to paint them to meet the new design standards. Trustee Byrnes recommended leaving the tables as they are; Trustee Stifflear agreed it is okay to use existing equipment, however, when it needs to be replaced it should be done to meet design standards. Il Poggiolo proposed two options, to use the First Street frontage and equipment they've been using for several years or to use a longer frontage that includes the Marcus store area. Trustee Byrnes noted the Village would need to supply additional planter boxes in this case, and that Marcus is amenable to this proposal. The Board had no objections to extending the dining area in front of the additional business. Nabuki has asked to be allowed to include a black aluminum host station, as they used last year, and to allow live music. They have provided amplified acoustic music the last couple of years on Tuesdays and Thursdays between 6:00 p.m. and 9:00 p.m. Chief Brian King clarified they received two complaints about the music, but the officer who was dispatched determined the volume was reasonable. The Board will revisit this if there are complaints. Fuller House is in compliance. Vistro Prime and Sauced Pizzeria are compliant, but still waiting for the deck that will address the grade changes on Washington Street to be finalized. Pages is asking for an exception to move their dining area 70' west of their building to the area they have previously used. The site plan is still not finalized, the umbrellas are green. Village Planner Bethany Salmon explained that Zazu has asked that the tables outside their windows be staggered to reduce direct visibility. Discussion followed regarding the umbrellas, noting different colors are allowed, but not excessively bright, patterned or with signage. Trustee Fisher suggested that stricter controls regarding the umbrellas could be considered in the future, when we are not just getting started. Trustee Posthuma made the point that all of the umbrellas for the individual restaurant are the same. The Board was in agreement on the proposed permits, but that if the variations became problematic they would have to be worked through.

Trustee Byrnes moved to **Approve outdoor dining permits in the Village right-of-way until October 31, 2022 for Café La Fortuna, Altamura Pizza, Il Poggiolo Ristorante, Nabuki, Fuller House, Vistro Prime, Sauced Pizzeria, and Pages Restaurant, subject to final permit issuance by the Community Development Department, and subject to any conditions to be set forth by the Building Commissioner and Fire Department upon final inspection.** Trustee Fisher seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, and Banke
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

Trustee Stifflear added that the restaurants in Hinsdale are exceptional, and thanked them for their time and commitment to the community. Trustee Byrnes thanked Village staff, Police and Fire, Public Services, and Community Development for their time and effort on various aspects of this project, but most especially Village Planner Bethany Salmon and Assistant to the Village Manager Trevor Bosack.

b) **Reject the bid submittals from 2BG Venture LLC, Misfits Construction Company, and Red Feather Group regarding Central Business District – Construction of Outdoor Dining Areas Bid**

Trustee Byrnes introduced the item to reject the bids for outdoor dining platform systems. Unfortunately, they are expensive, and the delivery would not be timely requiring businesses to shut down during installation. However, staff is still working on a suitable arrangement for the Washington Street restaurants.

Trustee Byrnes moved to **Reject the bid submittals from 2BG Venture LLC, Misfits Construction Company, and Red Feather Group regarding Central Business District – Construction of Outdoor Dining Areas Bid.** Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, and Banke
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

DISCUSSION ITEMS

a) **Tollway update**

Assistant Village Manager/Director of Public Safety Brad Bloom said there is nothing new to report.

DEPARTMENT AND STAFF REPORTS

a) **Public Services**
b) **Engineering**

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Persons from the audience addressed the Board, but their comments were unable to be heard on the recording.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Banke moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of May 17, 2022.** Trustee Stifflear seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes and Banke
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

Meeting adjourned at 8:04 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

VILLAGE OF Hinsdale
Est. 1873

AGENDA ITEM # 6

REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: Presidents Report

SUBJECT: Appointments to Boards and Commissions

MEETING DATE: June 14, 2022

FROM: Christine Bruton, Village Clerk

Recommended Motion

Approve the appointment(s) to Village Boards and Commissions, as recommended by the Village President.

Background

Due to the expiration of terms and/or resignations, vacancies can occur on any given Board or Commission. The Village President, with the advice and consent of the Village Board, has the authority to make appointments, and makes every effort to fill these vacancies in a timely fashion with qualified, committed volunteers.

Discussion & Recommendation

The following individuals have agreed to serve as noted below:

Historic Preservation Commission

Mr. John Bohnen re-appointed to a 3-year term as Chair through April 30, 2025
Mr. Jim Prisby re-appointed to a 3-year term through April 30, 2025
Mr. Bill Haarlow re-appointed to a 3-year term through April 30, 2025

Economic Development Commission

Ms. Jill Sunderson re-appointed to 3-year term as Chair through April 30, 2025
Ms. Carrie Thangamani re-appointed to a 3-year term through April 30, 2025

Plan Commission

Ms. Julie Crnovich re-appointed to 3-year term through April 30, 2025
Mr. Jim Krillenberger re-appointed to a 3-year term through April 30, 2025

Firefighter's Pension Board

Mr. Peter Boomer re-appointed to 3-year term through April 30, 2025
Mr. Chris Elder re-appointed to a 3-year term through April 30, 2025

Parks & Recreation Commission

Mr. Chris Boruff re-appointed to 3-year term through April 30, 2025

Police Pension Board

Mr. Don Klink re-appointed to 2-year term through April 30, 2025

Budget Impact
N/A

Village Board and/or Committee Action
N/A

Documents Attached
None

VILLAGE OF Hinsdale Est. 1873

AGENDA ITEM # 8a

REQUEST FOR BOARD ACTION

Parks & Recreation

AGENDA SECTION:	First Reading– ACA
SUBJECT:	Ordinance Amendment- KLM Permitted Off Leash Hours
MEETING DATE:	June 14, 2022
FROM:	Heather Bereckis, Superintendent of Parks & Recreation

Recommended Motion

Approve an Ordinance Amending Title 5 (Police Regulations), Chapter 7 (Dogs, Cats, and Other Animals), Section 7 (Prohibited Areas) of the Village Code of Hinsdale Relative to Hours for Dogs at KLM Park.

Background

In September 2021, as part of the public input into a potential dedicated dog park at KLM, feedback was received regarding current usage and operational issues.

Neighbors of KLM expressed concerns with the dogs barking early in the morning and late in the evening. Therefore, the neighbors requested fewer hours before dawn or after dark. Dog owners expressed interest in this change as well, noting they would prefer more daylight hours to access the park.

In response to the feedback, staff reviewed the current park utilization and was able to provide a change to the hours that addresses both the request from dog owners and the neighbors surrounding the park. The Police Department indicated that also more daylight hours would make enforcement easier, just based on visibility.

Other issues raised during the discussion pertained to signage, fencing, and gate access but none are tied to a policy or ordinance requiring any action by the Board.

Once the amendment to the ordinance is approved, staff will address the signage to match.

Fencing work will be added to the capital or operating budget, and gate access has already been addressed.

Discussion & Recommendation

The Parks & Recreation Commission (P&R) reviewed these proposed changes at the January 8, 2022 Commission meeting. Public commentary was collected and shared with all Commissioners.

Based on the P&R Commission discussion and public feedback, the Commissioners at their May 10, 2022 meeting, unanimously recommended a change in the current hours of access, as reflected in the following chart:

Dog Off -Leash Permitted Hours at KLM Park					
Current Dates	Current Start	Current End	Proposed Dates	Proposed Start	Proposed End
March 1-October 31	5:00AM	9:00AM	April 1- October 31	6:00AM	10:00AM
March 1-October 31	7:00PM	10:00PM	April 1- October 31	6:00PM	9:00PM
November 1-February 28	5:00AM	10:00AM	November 1- March 31	6:00AM	10:00AM
November 1-February 28	5:00PM	10:00PM	November 1- March 31	4:00PM	8:00PM

Budget Impact

There is no budget impact with the change of hours. Once implemented staff will monitor feedback. The Village Budget includes allotted signage and marketing budget that will be used to communicate any updates.

Village Board and/or Committee Action

N/A

Documents Attached

1. Draft Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 5 (POLICE REGULATIONS), CHAPTER 7 (DOGS, CATS, AND OTHER ANIMALS), SECTION 7 (PROHIBITED AREAS) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO HOURS FOR DOGS AT KLM PARK

WHEREAS, the Village of Hinsdale ("Village") carefully licenses and regulates dogs, cats, and other animals in the Village; and

WHEREAS, among the dog, cat, and other animal regulations are regulations prohibiting dogs from public parks within the Village with exceptions for Katherine Legge Memorial Park ("KLM Park") established by Section 5-7-7 (Prohibited Areas) of the Village Code of Hinsdale ("Code"); and

WHEREAS, the President and Board of Trustees of the Village now desire to revise the existing dates and times when dogs may be permitted in KLM Park as set forth in Section 5-7-7 (the "Code Amendments");

WHEREAS, the President and Board of Trustees of the Village find that it is in the best interests of the Village to enact the Code Amendments 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: Recitals. The foregoing recitals are incorporated into Section 1 of this Ordinance by this reference.

SECTION 2: Subsection G in Title 5 (Police Regulations), Chapter 7 (Dogs, Cats, and Other Animals), Section 7 (Prohibited Areas) of the Hinsdale Village Code is hereby amended to read in its entirety as follows:

"G. Subject to the provisions of subsections A through F of this section, dogs are allowed in the permitted area of KLM Park during the following hours:

~~March 1~~April 1 through October 31:		~~5~~6:00 A.M. to ~~9~~10:00 A.M. and ~~7~~6:00 P.M. to ~~10~~9:00 P.M.
November 1 through ~~February 28~~March 31:		~~5~~6:00 A.M. to 10:00 A.M. and ~~5~~4:00 P.M. to ~~10~~8:00 P.M.

(Ord. O2004-4, 2-3-2004)"

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 immediately following its passage, approval, and publication in the manner provided by law.

PASSED this _____ day of _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

VILLAGE OF Hinsdale
Est. 1873

AGENDA ITEM # 8b

REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION:	ACA- First Reading
SUBJECT:	Recommendation to approve and award a contract with Orbis Solutions to provide Information Technology support services
MEETING DATE:	June 14, 2022
FROM:	Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Waive competitive bidding and approve and award a contract to Orbis Solutions of Aurora, IL to provide information technology (IT) support services for a first year annual cost not to exceed $169,876.

Background

In 2016, the Village determined that it would be best to outsource Information Technology (IT) support, and chose Prescient Solutions at that time. Prior to outsourcing the IT support function, the position was staffed by a full-time employee of the Village. In anticipation of the contract term expiring on August 14, 2019, staff issued an RFP to identify IT service providers.

Following the selection process, staff recommended Orbis Solutions and the Village Board approved entering into a three-year agreement with Orbis Solutions at an annual cost of $164,928 (or $13,744 monthly). The Orbis costs are determined based upon the number of servers and personal computers supported by Orbis under the agreement. It should be noted that due to the pandemic the Village has increased the number of computers supported by Orbis while staff worked remotely. The current agreement with Orbis Solutions expires September 2022.

The Village remains reliant on technology, and became more so when the Village Board approved the implementation of a new enterprise resource program (ERP). In addition to supporting a computer network, the IT support staff manages the Village's telephone system, broadcast equipment, video monitoring systems, remote connections, and website.

Discussion & Recommendation

Orbis Solutions is proposing extending the agreement for an additional three years with an annual increase of 3% each year. Orbis further proposes eliminating the per server and per computer cost which will now be included as part of the flat rate.

	Monthly Cost	Annual Cost
Year 1	$14,156	$169,876.
Year 2	$14,581	$174,972
Year 3	$15,018	$180,221

Specific service level agreement (SLA) language is included in the contact and the "scope of work" section of the Village's request for proposal has been included as an addendum to the agreement.

Staff is pleased with Orbis Solutions performance during the contract period. It should be noted that Orbis did not increase their rates during the previous contract period despite the current agreement allowing them to increase their cost based upon the CPI-U and the number of servers and personal computers maintained under the agreement.

Staff recommends approval of this agreement.

Budget Impact
Orbis Solutions annual cost year one is $169,876, year two $174,972 and year three $180,221.

Village Board and/or Committee Action
N/A

Documents Attached
1. Orbis Master Agreement

MASTER CUSTOMER AGREEMENT

Orbis Solutions
630.658.1004 | info@orbis-it.com | www.orbis-it.com
1585 Beverly Ct, Suite 123, Aurora, IL 60502

ORBIS SOLUTIONS MASTER CUSTOMER AGREEMENT
GENERAL TERMS

This **MASTER CUSTOMER AGREEMENT** (the "**Agreement**") is entered into as of June 14, 2022 ("**Effective Date**") between Orbis Solutions, located at 1585 Beverly Court, Suite 123, Aurora, Illinois ("**MSP**") and Village of Hinsdale, located at 19 East Chicago Ave, Hinsdale, IL 60521 ("**Customer**").

1. SCOPE OF AGREEMENT. This Agreement serves as a master agreement and applies to Customer's and its Affiliates' purchases from MSP, or any of its Affiliates, of services ("Services"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "**Product**"). For purposes of this Agreement, "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or under common control with Customer or MSP, as the case may be. No Product will be provided under this Agreement alone, but (a) with the exception of Services, will require the execution of one or more addenda relating to the Product ("**Addenda**"), and may require the execution of (b) a written or electronic order form, or other mutually acceptable order documentation (including, without limitation, Statements of Work for Services) (each, an "**Order**"), which contains terms relating to one or more Addenda and/or this Agreement, each of which must be executed by both parties. The Services to be rendered to Customer must be further described in one or more Statements of Work, which upon the signature by both parties is deemed incorporated in this Agreement for all purposes. In the event of any conflict between the terms of the Statement of Work and those of this Agreement, the terms of the Statement of Work will prevail.

2. TERM AND TERMINATION. This Agreement will begin on the Effective Date and will continue until each Addendum expires or is terminated. MSP may: (a) terminate a specific Order if Customer fails to pay any applicable fees due for that Order within 30 days after receipt of written notice from MSP of non-payment; and/or (b) terminate this Agreement or an Addendum if Customer commits any other material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from MSP. Customer may terminate this Agreement or an Addendum if MSP commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from Customer. Upon any termination of the right to use a Product, Customer will immediately uninstall (if the Product is software) and cease to use the terminated Product and, upon MSP's written request, immediately return such Product to MSP, together with all related documentation, and copies thereof. Upon written request of MSP, Customer will promptly certify in writing to MSP that all copies of the Product have been returned, and that any copies not returned have been destroyed. If a Statement of Work is terminated, Customer will promptly pay MSP for Services rendered, and expenses incurred through the termination date. MSP may terminate any license granted for a Deliverable (as defined below) if (i) Customer does not pay MSP for that Deliverable in accordance with this Agreement, or (ii) if Customer materially breaches any part of Section 4 of this Agreement.

3. PAYMENT AND DELIVERY. MSP shall submit invoices to Customer specifying the amounts due ("**Fees**"). Payment by the Customer of invoices shall conform to the requirements of the Illinois Local Government Prompt Payment Act (50 ILCS 05/1 et seq). All Product is FOB shipping point.

4. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

4.1. Proprietary Rights. MSP, or its Affiliates or licensors, retains all right, title and interest in any and all intellectual property, informational, industrial property and moral rights in the Product, and copies thereof. MSP neither grants nor otherwise transfers any rights of ownership in the Product to Customer. The Product is protected by applicable copyright and trade secrets laws, and other forms of intellectual property, informational and industrial property protection.

4.2. Product. Customer may only use and disclose Product in accordance with the terms of this Agreement and applicable Addenda. MSP reserves all rights in and to the Product not expressly granted in this Agreement. Customer may not disassemble or reverse engineer any software Product, or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law despite this limitation, or provide a third party with the results of any functional evaluation, or benchmarking or performance tests on the Products, without MSP's prior written approval. Except as expressly authorized in this Agreement or an Addendum, Customer may not (a) distribute the Product to any third party (whether by rental, lease, sublicense or other transfer), or (b) operate the Product in an outsourcing or service provider business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product - applicable installation instructions or release notes will contain the relevant details.

4.3. Services Deliverables Licensed Under This Agreement.

(a) License. Subject to the terms of this Agreement, MSP grants Customer a perpetual, non-exclusive, non-transferable license to use and modify all programming, documentation, reports, and any other deliverables provided as part of the Services ("Deliverables") solely for its own internal use.

(b) Pre-Existing License Agreements. Any software product provided to Customer by MSP as a reseller for a third party, which is licensed to Customer under a separate software license agreement with such third party (such agreement, an "SLA"), will continue to be

governed by the SLA. The fulfillment of the Services will not relieve or alter the obligations or responsibilities of either party or of any third party in regards to the software product licensed under the SLA.

(c) Ownership. MSP owns all right, title and interest in the Deliverables, *including* all intellectual property rights embodied therein. Nothing in this Agreement is intended to or will have the effect of vesting in or transferring to Customer rights in MSP's or its affiliates' or its or their suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form in the course of performance of the Services, whether solely by MSP or jointly with Customer.

4.4 Mutual Confidentiality. This Section sets out the terms for identification of information which is considered confidential and proprietary by a party (the "**Discloser**"), and restrictions against use and disclosure of such Confidential Information after disclosure to the other party (the "**Recipient**").

(a) Definition. The term "**Confidential Information**" means all proprietary or confidential information that is disclosed to the Recipient by the Discloser, and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials; (ii) the Product; and (iii) the terms of this Agreement. Confidential Information does not include information that Recipient can show: (A) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (B) is or becomes a matter of public knowledge through no fault of Recipient; (C) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (D) is or was independently developed by or for Recipient.

(b) Disclosure Restrictions. Recipient may not disclose Confidential Information of Discloser to any third party without the prior written consent of Discloser, unless it is required by law or regulation to be disclosed. In the event that information is required to be disclosed as required by law or regulation, including but not limited to the Freedom of Information Act, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

(c) Proprietary Legends. Recipient may not remove, obscure, or alter any proprietary legend relating to the Discloser's rights on or from any form of Confidential Information of the Discloser, without the prior written consent of the Discloser, except as expressly authorized in an Addendum.

5. ALLOCATION OF RISK

5.1. Disclaimer of Damages. EXCEPT FOR VIOLATIONS OF SECTION 4, NEITHER PARTY, NOR ITS AFFILIATES AND LICENSORS, ARE LIABLE TO THE OTHER PARTY, OR ITS AFFILIATES OR LICENSORS, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCT (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST COMPUTER USAGE, AND DAMAGE OR LOSS OF USE OF DATA), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF THE NEGLIGENCE OF EITHER PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW.

5.2. Limitation of Liability. EXCEPT FOR VIOLATIONS OF SECTION 4, MSP'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE PRODUCT.

5.3. Injunctive Relief. Both parties acknowledge that their violation of Section 4 may cause the other party immediate and irreparable harm. In the event of such breach, the breaching party agrees that the other party may seek, in addition to any and all other remedies available at law, an injunction, specific performance or other appropriate relief.

6. SERVICES-SPECIFIC TERMS.

6.1. All Necessary Rights. If, as part of MSP's performance of Services, MSP is required to use, copy or modify any third party system (hardware, software or other technology) provided or licensed to Customer, then prior to MSP's performance of such Services, Customer will acquire all rights necessary for MSP to perform such Services.

6.2. Limited Warranty. MSP warrants that the Services performed will be of a quality conforming to generally accepted practices that are standard within the software services industry for a period of ninety (90) days from completion of the Services under the applicable Statement of Work. Customer's exclusive remedy and MSP's entire liability under this warranty will be for MSP to re-perform any non-conforming portion of the Services within a reasonable period of time, or if MSP cannot remedy the breach during such time period then refund the portion of the fee attributable to such non-conforming portion of the Services. This warranty will not apply to the extent Customer, its contractors or agents have modified any Deliverable, unless otherwise authorized by MSP in writing. THIS WARRANTY AND CONDITION IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.3. Intellectual Property Indemnity

(a) Infringement Claims. If a third party asserts a claim against Customer asserting that the Deliverables and/or MSP's performance of the Services in accordance with the terms of this Agreement violates a patent, trade secret or copyright (an "Intellectual Property Right") owned by that third party ("Infringement Claim"), then MSP will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Customer for any damages finally awarded against Customer, but only if Customer promptly notifies MSP of any Infringement Claim, MSP retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Customer provides all reasonable assistance requested by MSP. MSP will not be liable for any expenses or

settlements incurred by Customer without MSP's prior written consent.

(b) Remedies. If an injunction or order is obtained against MSP performing the Services for Customer and/or Customer using the Deliverables by reason of the allegations of infringement, or if in MSP's opinion the Services and/or Deliverables may violate a third party's proprietary rights, then MSP will, at its expense: (a) procure for Customer the right to continue to receive the Services and/or use the Deliverables; (b) modify or replace the Services and/or Deliverables with a compatible, functionally equivalent substitute; or (c) if neither (a) nor (b) are commercially practical, terminate this Addendum and release Customer from its obligation to make future payments for the Services and/or Deliverables. Sections 5.1 and 5.2 contain Customer's exclusive remedies and MSP's sole liability for claims of infringement.

6.4. Insurance. MSP will provide and maintain during its rendition of the Services, but only for losses arising out of MSP's work for Customer: (a) Worker's Compensation and related insurance as prescribed by the law of the state applicable to the employees performing such Services; (b) employer's liability insurance with limits of at least five hundred thousand dollars ($500,000) for each occurrence; (c) comprehensive/commercial general liability insurance with one million dollars ($1,000,000) per occurrence combined single limit; (d) comprehensive motor vehicle liability insurance, including coverage for owned, hired, leased, rented and non-owned vehicles of at least one million dollars ($1,000,000) for combined single limit for bodily injury, including death, and/or property damage.

6.5. Independent Contractor. Nothing in this Agreement will be construed to make either party an employer, employee, agent or partner of the other, and this Agreement will not be construed to create rights, express or implied, on behalf of or for the use of any party other than MSP and Customer. All of the Services performed by MSP will be performed as an independent contractor. MSP will perform such Services under the general direction of Customer, but MSP will have sole discretion to determine the manner, method and means of performing such Services subject to the provisions of this Agreement and applicable Statement of Work. Neither party will have any authority to make any contract in the name of or otherwise to bind the other party. MSP will be responsible for and will pay all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to MSP and MSP's employees.

6.6. Mutual Non-Solicitation. During the term of this Agreement, and for a period of six (6) months thereafter, neither party will solicit for employment any employees of the other party or its affiliates who, within six (6) months prior to such solicitation: (a) directly performed under this Agreement, (b) had substantial contact with the hiring party in relation to this Agreement, or (c) the hiring party became aware of due to, or derived from information learned through the performance of, this Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative. Notwithstanding the foregoing, either party may at any time, directly or indirectly, solicit and hire any employee of the other party if such employee did not resign but was terminated by the other party. The parties acknowledge and agree that a breach of this "Non-Solicitation" clause will not give rise to a right of termination of this Agreement; the party not in breach will only have the right to seek and recover direct damages from the breaching party.

6.7. Indemnity. MSP shall defend, indemnify and hold the Customer, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions of the MSP in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Customer.

7. MISCELLANEOUS/OTHER PROVISIONS.

7.1. Severability. Should any provision of this Agreement be invalid, or unenforceable, the remainder of the provisions will remain in effect. In the event of a dispute, the prevailing party in any litigation or arbitration will be entitled to recover its attorneys' fees and cost incurred from the other party.

7.2. Notices. Unless otherwise provided, notices to either party will be in writing to the address indicated above, or as later amended, and deemed effective when received.

7.3. Verification. Upon MSP's written request, Customer will provide MSP with a certification signed by an officer of Customer verifying that Product is being used pursuant to the terms of this Agreement, including without limitation the licensed capacity of the Product. MSP may, at its expense, audit Customer's use of Product to confirm Customer's compliance with this Agreement. Any such audit will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. Customer and MSP shall negotiate in good faith to resolve any issues identified in the audit, including but not limited to potential change orders to this Agreement.

7.4. Assignment. Customer may not assign this Agreement or any rights granted in this Agreement to any third party, except with the prior written consent of MSP.

7.5. No Waivers. Failure of a party to require performance by the other party under this Agreement will not affect the right of such party to require performance in the future. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach.

7.6. Force Majeure. Any delay or failure of any party to perform any obligation under this Agreement caused by governmental restrictions, labor disputes, storms or natural disasters, emergency, or other causes beyond the reasonable control of the party, will not be deemed a breach of this Agreement. This provision does not apply to the payment of monies or any breach of Section 4.

7.7. Independent Contractors. The parties are independent contractors of each other, and no partnership or joint venture is intended or created by this Agreement.

7.8. Entire Agreement. This Agreement, together with each Addendum and Order, constitutes the entire agreement between Customer and MSP, and supersedes any prior or contemporaneous negotiations or agreements,

whether oral or written, concerning this subject matter. This Agreement, and each Addendum and Order, may be modified only in a mutually signed writing between Customer and MSP. In the event of a conflict between this Agreement, any Addendum or an Order, the terms of the Order will control, followed by the terms of the applicable Addendum and then this Agreement.

7.9. Export Controls. Customer will cooperate with MSP as reasonably necessary to permit MSP to comply with the laws and regulations of the United States and all other relevant countries, relating to the control of exports ("**Export Laws**"). Customer may not import, nor export or re-export directly or indirectly, including via remote access, any part of the Product into or to any country for which a validated license is required for such import, export or re-export under applicable Export Laws, without first obtaining such a validated license.

7.10. Referencing. Customer agrees that MSP and its Affiliates may refer to Customer as a customer of MSP, both internally and in externally published media. Customer also agrees to instruct appropriate personnel within its organization that Customer has agreed to receive and participate in calls, from time to time, with potential customers of MSP who wish to evaluate the technical specifications of Product.

7.11. Dispute Resolution and Governing Law. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE PRODUCT AND/OR THIS AGREEMENT WILL BE SUBJECT TO ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES. THE AWARD AND ANY FINDINGS OF THE ARBITRATOR MUST BE FILED WITHIN THIRTY (30) DAYS OF THE FINAL ARBITRATION HEARING. JUDGMENT ON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTY'S ABILITY TO SEEK INJUNCTIVE RELIEF IN ANY COURT. THE PARTIES WILL ARBITRATE DISPUTES IN CONFIDENCE. THIS AGREEMENT WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS. THE CHOICE OF LAW RULES OF ANY JURISDICTION AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY.

7.12. Survival. Sections 2, 4, 5, 6 and 7 will survive the termination or expiration of this Agreement. The prevailing party in any litigation or arbitration proceeding is entitled to recover, from the other party, its reasonable attorneys' fees and necessary costs incurred in such proceeding.

7.13. Recording. MSP will not record phone calls of Customer's personnel for any purposes, training or otherwise, without specific consent.

This Agreement is effective only upon execution by MSP and Customer. Each party hereto warrants and represents that this Agreement constitutes the legal, valid and binding obligation of such party as of the Effective Date.

ORBIS SOLUTIONS

Signature:_____

Name: _____

Title: _____

Date: _____

VILLAGE OF HINSDALE

Signature: _____

Name: _____

Title: _____

Date: _____

Statement of Work

IT Services Agreement

This Statement of Work ("**SOW**") dated June 14, 2022 ("**SOW Effective Date**") supplements the Master Customer Agreement effective as of June 14, 2022 (the "**Agreement**") by and between Orbis Solutions ("**MSP**") and Village of Hinsdale ("**Customer**"). This SOW consists of the terms below, the signature page, and any unique attachments to this SOW, which are all incorporated into the Agreement by this reference and are made a part of the Agreement by all intents and purposes.

Capitalized terms used herein, unless otherwise defined, will have the meanings given to them in the Agreement.

1. **Services Description.** The Services to be performed by MSP on behalf of Customer are:

1.1. Help Desk & On-Site Support

a) Help Desk Support
b) On-Site Support at Customer's facilities
c) After Hours Help Desk Support

1.2. Proactive Maintenance

a) Remote Monitoring And Maintenance of:
   i) Server stability and performance
   ii) Notification of unusual events and threats
   iii) Daily backup monitoring
b) Scheduled Server Maintenance
c) Network Resource Monitoring
d) Automatic Problem Escalation And Resolution
e) Maintenance Support for Printers, Phones, & Video Surveillance devices

1.3. Network Security & Backup

a) Daily Monitoring Of Successful Data Backup
b) Microsoft O/S Patch Management
c) Mac/Apple O/S Patch Management
d) File And Server Restores From Backup
e) Antivirus Software Management And Updates
f) Firewall Management And Updates
g) Content Filtering And Intrusion Protection

1.4. Technical Services

a) Adding/Removing Users, Mailboxes
b) Ordering And Replacing Warranty Parts
c) Recycling And Properly Disposing Of Old Equip.
d) Office 365 / Exchange Support
e) Managed Print Services & Support
f) Mobile Device Management
g) Software Installation And Upgrades
h) Phone Adds, Moves & Changes
i) Video Surveillance – System Monitoring, Updates, & Patching

1.5. Virtual CIO & Consulting

a) Quarterly Strategic Planning – This meeting will be scheduled once per quarter to review and update the strategic plans for Customer's IT infrastructure, as documented in the IT Roadmap. Strategic planning for items on the IT Roadmap will include some or all of the steps below:
   i) Set Goals: Clarify goals by defining short- and long-term objectives to add to or remove from IT Roadmap
   ii) Analysis: Gather necessary information and relevant data to assist in decision making process
   iii) Develop Strategy: Review analysis, prioritize, and develop alternative approaches, if necessary
   iv) Implement Strategy: Secure resources for approved plans and execute accordingly
   v) Evaluate & Control: Review past and current implementations to make corrective actions if necessary

b) Asset Tracking And Management – To provide better visibility, accountability, and insight into vital assets, MSP will track Customer's IT assets on a continual and ongoing basis.

   Executive Summary Monthly Report – The objective of this report is to provide a monthly summary of key IT functions while highlighting any areas that require attention. A sample of this report is detailed in Addendum B. This report will have the following structure:

   a) Executive Summary
   b) CurrentProjects
   c) IT Summary
      i. Service Ticket Detail

ii. Storage
iii. Device Health
iv. Patch Management
v. Hardware Lifecycle
vi. Backup Monitoring
vii. Managed firewall

c) Vendor Liaison – MSP will serve as a liaison with any existing or potential vendors for IT products, software, hardware, or other services as needed. MSP will monitor contracts and licenses, assist in minimizing costs, and provide a single, reliable point of contact.

d) Network Documentation – Proper and up-to-date network documentation helps decrease the time it takes to diagnose and resolve any faults. MSP will continually monitor and update Customer's network documentation and host it for secure and centralized access.

e) Creation Of AUP (Acceptable Use Policy) – An AUP is a set of rules applied by the owner or administrator of a network, that restrict the ways in which the network may be used and sets guidelines as to how it should be used. MSP recommends an AUP for all of our clients. The development and/or review of the Customer's AUP will be evaluated and prioritized during Quarterly Strategic Planning.

f) Written Disaster Recovery Plan – A disaster recovery plan (DRP) is a documented, structured approach with instructions for responding to unplanned incidents. This step-by-step plan consists of the precautions to minimize the effects of a disaster so the organization can continue to operate or quickly resume mission-critical functions. The development and/or review of the Customer's DRP will be evaluated and prioritized during Quarterly Strategic Planning.

1.6. Additional Services as described below

a) Complete Scope of Work as Defined in VILLAGE OF HINSDALE REQUEST FOR PROPOSALS: INFORMATION TECHNOLOGY SUPPORT SERVICES; SECTION 3: SCOPE OF WORK, which is detailed in Addendum A.

2. Service Levels Description. The Service Levels to be provided are as follows:

2.1. Help Desk Support will be provided from Monday – Friday, 8:00 a.m. – 4:30 p.m.

a) Tickets submitted via email will be responded to in 1 hour or less. Response will be sent via email.

b) Tickets submitted via phone will be answered live or responded to in 1 hour or less. Response will be sent via email. Additionally, if further information or clarification is required, a phone call response will be provided.

c) Tickets will be assigned the following priority levels, with resolution handled in order of priority:

i. High – A system or equipment is down and there is no work around that exists; the process effects critical business operations and is of a timely nature. The following types of tickets will always receive the priority of High:

- Functionality of the broadcast equipment (anything that would prevent a broadcast or recording of a meeting).
- Loss of phone service (ability to receive incoming phone calls or leave voice mails)
- Outage of e-mail system (system wide)
- Fire Station Alerting System
- Police Building video system functionality particularly booking room, holding cells and interview rooms.

ii. Medium – A system or equipment is down or not working but it is not preventing critical business operations (such as payroll, utility billing, check processing, customer service). A workaround can be put in place.

iii. Low – Requested repair or fix that effects only 1 or 2 users and is not effecting critical business operations.

d) 80% of tickets High Priority tickets will be resolved within 1 business day and 80% of Medium Priority and Low Priority tickets will be resolved within 2 days. This does not include the following ticket types and scenarios:

i. Tickets that become or are a part of project work

ii. Tickets that require the ordering of parts, materials, or equipment

iii. Tickets that require one or more external resources such as a third-party vendor

iv. Tickets that require interaction with the Customer for further approval, clarification, or decision making in which the end user may be off shift or unavailable. In these instances, MSP will document each outreach attempt in the ticket notes.

v. Tickets with complexities that require a higher level of technical expertise beyond the standard support of a Tier 1-2 Help Desk Technician

If there is a delay in ticket resolution due to any of the ticket types and scenarios listed in SOW 2.1d i, ii, iii, iv, and v, MSP will document the cause of the delay in the ticket notes.

e) Ticket resolution will be provided onsite or via remote login, depending on the issue. If further information or clarification of the issue is required, MSP will communicate with Customer via phone and/or email. When a ticket has been resolved, MSP will send a confirmation email to all contacts designated on the ticket. The email confirmation will include a description of the issue and the resolution provided.

2.2. After Hours Help Desk Support is available from Monday – Friday, 4:31 p.m. - 10:00 p.m., Saturday – Sunday 8:00 a.m. – 7:00 p.m., and all federal holidays 8:00 a.m. – 5:00 p.m.

a) After Hours tickets will have a response time of 4 hours or less to determine if emergency support is required. Response will be sent via email.

b) If ticket is not determined to be an emergency, the ticket will be reviewed further on the next business day. There will be no charge for this determination.

c) If ticket is determined to be an emergency, MSP will move forward to receive Customer approval for after-hours fees. MSP will reach out via phone to each Customer emergency contact listed in SOW Section 3.5. If no answer is received, MSP will leave a voicemail message to each contact and follow up with an email to all contacts with a summary of the issue and suggested course of action. All emergency contacts listed in SOW Section 3.5 will be added to the ticket, so that they receive communication and notification about the progress of ticket including approval, status update, and resolution confirmation.

d) Once approval is received, MSP will begin work to resolve the emergency ticket. If necessary, a phone call will be made to user who initiated the ticket to gather additional information. MSP will utilize remote login or provide onsite support to resolve the situation. When the ticket has been resolved, MSP will send a confirmation email to all contacts designated on the ticket. The email confirmation will include a description of the issue and the resolution provided.

2.3. Onsite Support

a) Dedicated onsite support at Customer's facilities will be scheduled during the hours of Monday – Friday, 8:00 a.m. – 4:30 p.m.

2.4. Project Work

a) Occasionally, IT issues will arise that require additional resources beyond what the dedicated on-site support technician can resolve in a timely manner. Typically, this includes major additions, moves, and changes that go beyond maintaining the status quo of the existing network. In these instances, resolution of the issue will be considered project work.

b) MSP will provide a quote for the project including estimated labor, materials, and a timeline for completion. The project will be added to Customer's IT Roadmap.

c) If, and when, Customer provides approval of the project quote, MSP will move forward with execution of the project.

3. SOW Terms

3.1. Service Dates.

a) The services defined under this Statement of Work will begin September 19, 2022.
b) The duration of services under this Statement of Work will last 3 years untilSeptember 18, 2025.
c) This Statement of Work will renew for an additional one year from September 19, 2025 to September 18, 2026 unless one party provides written notification to the other party of their decision not to renew at least 90 days prior to the renewal date ofSeptember 19, 2025.

3.2. On site support will be performed at Customer's facilities at the following addresses:

a) 19 East Chicago Ave, Hinsdale, IL 60521
b) 121 Simons Drive, Hinsdale, IL 60521
c) 225 Simons Drive, Hinsdale, IL 60521
d) 227 Simons Drive, Hinsdale, IL 60521
e) 500 W. Hinsdale Ave, Hinsdale, IL 60521
f) 701 E Chicago Ave, Hinsdale, IL 60521
g) 5901 S. County Line Road, Hinsdale, IL 60521

3.3. Fees for services are as follows:

a) Support services will be billed at a monthly rate as follows:
   i. **Year 1** (September 19, 2022 to September 18, 2023): Total annual fee of $169,875.84 billed at the rate of $14,156.32 per month
   ii. **Year 2** (September 19, 2023 to September 18, 2024): Total annual fee of $174,972.12 billed at the rate of $14,581.01 per month
   iii. **Year 3** (September 19, 2024 to September 18, 2025): Total annual fee of $180,221.28 billed at the rate of $15,018.44 per month

b) After Hours Support for approved emergency tickets will be billed at $150.00 per hour with a minimum of 2 hours for remote support and 4 hours for onsite support.

c) Project work as defined in Statement of Work Section 2.4 will be provided at the rate of $100.00 per hour plus the cost of materials, if any.

3.4. MSP's invoices will be submitted to Customer on a monthly basis and will include all fees due from services provided as outlined in this Statement of Work.

3.5. Customer's employees who are authorized to approve after hours emergency expenditure are:

a) Bradley Bloom
b) Kathleen Gargano
c)

3.6. MSP will designate the following employees as primary contacts for the Customer:

a) Brad Miller
b)
c) Justin Tamm

3.7. The RMM tool we use is included in the cost of our contract as we do not feel we can adequately support a client without it. We use the Datto RMM tool because it integrates with our helpdesk system, which is Autotask. This allows us the greatest integration, flexibility, reporting and quickest resolution of tickets. Additionally, there is no additional charge for client access to the helpdesk system to allow users to view, enter and manage tickets.

3.8. If, during the term of this Statement of Work or for twelve months thereafter, Customer directly retains the services (whether as an employee, independent contractor or otherwise) of any employee of Orbis Solutions (or ex-employee within three months of the employee's termination from Orbis Solutions) who has provided services to Client on behalf of Orbis Solutions, Client agrees that Orbis Solutions will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, Client agrees that for each such Orbis Solutions employee hired by Client, Client will pay Orbis Solutions One Hundred Thousand Dollars ($100,000)as liquidated damages. Notwithstanding the foregoing, for the purposes of this section, "employee of Orbis Solution" shall include only employees of Orbis Solutions who provide services to Orbis Solutions customers and shall not include accountants, attorneys or other independent contractors of Orbis Solutions who provide services to Orbis Solutions itself.

This SOW is effective only upon execution by MSP and Customer. Each party hereto warrants and represents that this SOW, the Agreement constitute the legal, valid and binding obligation of such party as of the SOW Effective Date.

ORBIS SOLUTIONS

Signature: _____

VILLAGE OF HINSDALE

Signature: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

Addendum A: Scope of Work

This scope of work is from the VILLAGE OF HINSDALE REQUEST FOR PROPOSALS: INFORMATION TECHNOLOGY SUPPORT SERVICES; SECTION 3: SCOPE OF WORK.

SECTION 3: SCOPE OF WORK

3.1 Background

The Village seeks a vendor (hereinafter referred to as the "Vendor") to provide comprehensive IT support services. The Village is working toward determining the most cost effective methods to meet our IT needs that incorporate best practices and effective solutions. We will consider utilizing a full-time desktop support technician (as described below) supplemented with a network server administrator (as described below) used on as needed basis. The Vendors may suggest alternative arrangements. The Vendor will work with and assist the Assistant Village Manager/Director of Public Safety who is responsible for overseeing the IT function and will be responsible for, but not limited to the following: servicing help desk ticket requests, maintaining and installing IT software and hardware, providing and/or organizing training for employees as needed, assisting Village personnel with IT needs during normal business hours working and providing after-hours and on-call support and is responsible for recommending and composing a strategic IT plan and budget.

The Vendor's scope of work includes the following:

- Maintain organization's effectiveness and efficiency by defining, delivering, and supporting strategic plans for implementing information technologies.
- Manage information technology and systems by planning, organizing, controlling and evaluating IT and electronic data operations.
- Manage IT staff by recruiting, training and coaching employees, communicating job expectations and appraising their performance and developing personal growth opportunities.
- Design, develop, implement and coordinates systems, policies and procedures.
- Ensure data integrity, network access and preserve assets by implementing disaster recovery and back-up procedures.
- Maintain information security and control structures of Village network systems.
- Identify problematic areas and implement strategic, timely solutions.
- Annually develop IT budget and ensure cost effectiveness.
- Provide 24×7 technical support for the Village IT infrastructure on a daily basis.
- Create, design and implement plans for future IT resource needs and integrate new equipment into the existing infrastructure for the organization.
- Proactively monitor system operation and environment of IT Infrastructure to prevent failures.
- Develop custom applications to support specific need of departments.
- Oversee telecommunications services for the Village including phone system programming/equipment & network alterations.
- Provide technical assistance to the Village web site developer including recommendation, procurement, and installation of development software.
- Provide hosted application setup and support.
- Provide technical support/consulting to police department on specialized technology – mobile computing, hosted applications, radio tone remote equipment, mobile video capture devices and Emergency Operation Center.

- Provide expert advice/consultation to the management team on technology related items. Cost benefit analysis, impact to existing infrastructure, alternative solutions.
- Keep abreast of new technology through guided learning, trade publications, networking.

3.2 Desktop Support Technician

- General IT Support:
  - Manage the Village's Helpdesk System and perform basic IT support functions including installing personal computers (PCs), laptops, tablets, personal digital assistants (PDAs) cell phones, printers and other office automation software;
  - Diagnose and correct desktop application problems, configure laptops and desktops with standard applications, identify and correct end user hardware problems and perform basic to advanced troubleshooting;
  - Maintain an up-to-date inventory of all Village computer related hardware and software and;
  - Assist the Assistant Village Manager in developing software/hardware policies and procedures.
- Email and System Security: The Vendor will:
  - Maintain the Microsoft Exchange email server and email accounts using standardized domain tools for adding, changing and/or deleting employee accounts as requested;
  - Maintain a secured environment for mobile devices with external access to the email system and;
  - Configure the firewall systems for internal and remote access in a secure environment, with provisions for remote access administration, as requested by the Assistant Village Manager/Director of Public Safety.
- Telephone and Voicemail Systems
  - Maintain end user support and coordinate maintenance of the telephone and voicemail systems;
  - Add voicemail boxes and interface voice mail with Outlook;
  - Basic programming of desk phones and engage telephone providers as necessary.
- Village Website
  - Maintain as directed the Village website including editing, adding and removing content and users/workflow.
  - Maintain relationship with website vendor and back-end website support
- Local Cable Channel and Broadcast Production
  - Record, produce and maintain broadcast production equipment used to record Village meetings.
  - Maintain as directed the Village's cable access channel including editing, adding and removing content.
  - Train broadcast technician as necessary, including uploading video to Vimeo and posting online.
- Village Issued Cell Phones
  - Basic cell phone programing including interfacing smart phones with Village e-mail systems and troubleshoot basic telephone issues;
  - Works with Village cell phone Vendor to address technological issues, maintain, purchase and replace phones as necessary and directed;
  - Monitors cell phone plan and evaluates usage and available competitive plan pricing.
- Other Technology
  - Provides assistance and support with technological projects as directed by the Assistant Village Manager/Director of Public Safety.

3.3 Network and Server Administrator

- Network Administration Services:

- Manage server and network systems including applications, databases, messaging systems, web and other physical and Virtual servers and associated hardware;
- Perform system maintenance including regular analysis, routine configuration changes and installation of patches and upgrades;
- Setup new users and edit or remove existing users on servers as requested and perform standardized functions of active directory;
- Manage server performance and capacity management services;
- Perform configuration management, including changes, upgrades, patches to infrastructure equipment and maintain records of changes;
- Provide support of software including other specialized software products as noted in section II of this document, including all Village network equipment (switches, firewalls, routers, and other security devices);
- Send primary alert notifications to the designated Village Staff in the event of failure;
- Complete proactive monitoring of network equipment including bandwidth utilization and other performance indicators, reporting when specified thresholds are reached;
- Perform capacity management services and troubleshooting;
- Maintain network documentation and procedures.

- Strategic Planning: The Vendor will work with the Assistant Village Manger/Director of Public Safety to:
  - Engineer, plan and design services for system enhancements, including installations and upgrades to new or existing systems such as server and storage system upgrades and redesigns of backup systems;
  - Provide technical leadership and make recommendations for future purchasing and technology needs.
  - Monitor budget and IT related contracts for Vendor support.
  - Evaluate and recommend current and future technology needs and provides recommendations based upon a cost/benefit justifications.
  - Review and assess connectivity based on cost, redundancy and efficiency as related to IT systems and communications provider point to point systems.

3.4 Helpdesk Tickets and Service Requests

The Vendor's desktop support technician will maintain a help desk that fields approximately 80 to 100 individual help desk requests for service per month. The Village anticipates requests will be funneled through the help desk. The majority (85%) of these help desk requests are for basic service needs such as connection issues and problems with computer program speed, connectivity and functionality, amongst others. Approximately 10% of these service requests are for medium-priority level needs including software updates, program installations and other maintenance functions. Finally, critical issues account for 5% of the total service requests and include major network or system crashes, outages and other issues that disable critical functionalities of the Village's IT system. The Village's or Vendor's IT support technician(s) will develop a "dashboard" system to keep the Assistant Village Manager/Director of Public Safety informed as to the status of "help desk" requests on a daily basis.

Requests for service will be handled utilizing through the Village's help desk system. When a request is sent to the helpdesk, an automatic reply confirming the receipt of the request will be sent to the requestor. The Vendor will then update the status of the ticket indicating the priority level it has been assigned and the estimated time for its resolution as well as any other instructions. Expectations for response times during normal business hours are as follows:

- Low Priority Issues: Vendor shall acknowledge receipt of requests within 60 minutes and respond within eight (8) hours of receiving the service request. If the issue cannot be resolved over the phone, Internet or other medium, the Vendor shall respond, in person, within 24 – 48 hours.
- Medium Priority Issues: Vendor shall acknowledge requests within 30 minutes and respond within four (4) hours of receiving the service request. If the issue cannot be resolved over the phone, Internet or other medium, the Vendor shall respond, in person, within 24 hours.
- High Priority Issues: Vendor shall acknowledge receipt within 30 minutes and respond within the hour of receiving the service request submittal. If the issue cannot be resolved over the phone, Internet or other program, the Vendor shall respond, in person, within four (4) hours.

3.5 Network and System Administration

The Vendor's network and server administrator will be responsible for assisting the Village on different network and system administration tasks which may include, but are not limited to, system installation and upgrade, network consolidation and regular system maintenance.

3.6 Strategic Planning and Other Projects

The Vendor's network and server administrator will also assist the Assistant Village Manager/Director of Public Safety in developing and implementing IT strategic plan projects and generating new ideas and processes that will allow the Village to:

- Increase the efficiency of the services it provides to the community
- Leverage the use of technology to position the Village to be sustainable into the future
- Address the ever-evolving needs and desires of residents and the level of services the Village provides

3.7 Requirements and Expectations

Desktop Support Technician

The Vendor is to supply a desktop support technician to perform the functions described above in Section 3.2. The desktop support technician will work 40 hours per week. Desktop support technicians shall work onsite during normal business hours. Work done during normal business hours shall be completed between 8a.m. and 5 p.m., Monday through Friday (as scheduled by the Village), unless otherwise scheduled in advance by the Village. Typically, the Village will provide at least two business days' advanced notice of such scheduled work, unless issues arise requiring the Vendor's immediate onsite attention. Basic support technician services shall be provided onsite during normal business hours, unless specifically authorized by the Village.

The desktop support technician will be required to respond to occasional after-hours emergency calls usually related to public safety matters. The desktop support technician will be on-call in the evenings and weekends (Saturday and Sunday) and holidays. The Vendor may provide coverage in the desktop support person's absence (for example, during a vacation or leave). After-hours emergency work may be provided onsite or offsite, depending on the nature of the emergency andthe appropriate solution to diagnose and restore critical system functionality. Village-observes holidays (10 days in total). Please note that if these holidays fall on a Saturday, the Village observes them on the Friday before and if these holidays fall on a Sunday, the Village observes them on the Monday following them.

After-hours issues are somewhat infrequent and occur primarily in the Police/Fire and Parks Departments. However, there are occasional issues in Police and Fire and throughout the Village with phone and Internet services as well as other software and network issues that may require the Vendor's attention after-hours. In these instances, the Vendor shall adhere to the service request response schedule listed above.

The following experience and certifications are necessary for handling basic, medium and critical helpdesk tickets and service requests:

- ☐ Microsoft Certified Solutions Associate (MCSA 2008/2012)/equivalent Microsoft technology knowledge and experience
- ☐ Qualified candidates must possess a Bachelor's degree in Information Technology or related field.
- ☐ Minimum of 3-5 years of proven work experience providing first line help desk support or relevant experience.
- ☐ Ability to manage work load personnel; previous supervisory/leadership experience is required.
- ☐ Ability to integrate & troubleshoot various types of equipment – standard office equipment, servers, workstations, IP Telephony, network infrastructure, WAN/LAN, email/network security, security cameras, DVRs.
- ☐ Knowledge of Microsoft Office Suite, Office 365/Exchange Server, SQL Server, Network Firewalls, and Intrusion Prevention.
- ☐ Effectively communicate complex systems related principles and problems to basic end-users in an understandable format and free of technical jargon.
- ☐ Must be a self-starter, and have skill in organizing resources and establishing priorities.
- ☐ Possess the ability to communicate effectively, both orally and in writing, with a variety of stakeholders (e.g. employees, senior management, and elected/appointed officials).
- ☐ Proven ability to think quickly on his/her feet, and be able to use good judgment in effectively defining and solving problems.
- ☐ Must possess a valid driver's license, and must also be able to provide his/her own reliable form of transportation to perform the essential functions of the job.

The following certifications are necessary for handling network and system administration and strategic planning:

- ☐ Microsoft Certified Solutions Expert (MCSE 2008/2012)
- ☐ Microsoft Certified Professional (MCP)
- ☐ Cisco Certified Network Expert (CCIE) – Routing and Switching
- ☐ Cisco Certified Network Expert (CCIE) – Security
- ☐ Cisco Certified Network Expert (CCIE) – Voice
- ☐ VMware Certified Professional

3.7 Security

The Vendor will have access to sensitive or restricted information and materials. The Vendor to whom an agreement is awarded shall conduct a criminal and employment background check (at its sole expense) on all personnel before those employees are allowed access to Village facilities or information technology systems.

A criminal background fingerprint check will be completed by the Police Department.

The Vendor is required to conduct a background check for all staff assigned to the Village's account and provide proof of successful background check to the Village. The Village may concurrently conduct its own background check. The Village reserves the right to disallow any employee from performing services for the Village. The Village also reserves the right to disallow any employee from performing services if the employee has been convicted of a felony or any type of misdemeanor involving, but not limited to, money, fraud or deceit. The Vendor to whom an agreement is awarded shall submit a list of names of all personnel that will be providing services to the Village. Changes in the employment list shall be reported to the

Assistant Village Manager/Director of Public Safety or designee within one week prior to implementing a change, absent emergency circumstances.

Additionally, the Vendor may have access to confidential materials. It is expected that private/confidential materials remain as such. Any breach in confidential materials including but not limited to unauthorized access or dissemination in any form will be grounds for the Village to demand termination and or dismissal of the Vendor's representative and or termination of this agreement.

The Vendor shall provide and maintain and provide access to the Assistant Village Manger/Director of Public Safety, Village Manager and additional designees a listing of all usernames and passwords of all system necessary to immediately lock and secure the Village's IT systems.

The Vendor will ensure data protection practices are in place to ensure the security of sensitive electronic information and will report to the Village Manager/designee within 72 hours any violation of the (815 ILCS 530/) Personal Information Protection Act.

VILLAGE OF Hinsdale
Est. 1873

AGENDA ITEM # 8C

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: Standpipe Painting and Maintenance Project

MEETING DATE: June 14, 2022

FROM: George Peluso, Director of Public Services

Recommended Motion

Award contract to Christopher B. Burke Engineering, LTD (CBBEL) for inspection, design and construction engineering services for the 2022/2023 Standpipe Painting & Maintenance Project in an amount not-to-exceed total of $99,902.

Background

Constructed in 1956, the 2,000,000 gallon Hinsdale Standpipe is located adjacent to Hinsdale Central High School. The standpipe is a critical piece of infrastructure that serves as water storage, a system pressure fluctuation controller, fire protection provider, and the SCADA system catalyst. The Hinsdale standpipe was last painted in 2003. The standpipe was drained and inspected in 2010 and inspected by divers in 2013. The inspections indicated the standpipe would not need to be recoated for 8-10 years. Public Services would like to have the structure re-inspected in 2022 and start the development of engineering specs and bidding documents in preparation for a 2023 repainting. The inspection will provide staff with a report on the condition of the standpipe and help to provide an accurate cost estimate for the completion of the painting project.

In April 2022, Public Services sent out a formal RFP for engineering services for the 2022/2023 Standpipe Painting and Maintenance Project. The RFP was sent to four firms (HR Green, Rempe Sharpe, CBBEL, Baxter & Woodman) that the Village has had prior professional relationships with on engineering projects. The Village received one proposal back from CBBEL.

Discussion & Recommendation

CBBEL provided the only proposal in the amount not to exceed of $99,902. A summary of the proposal is presented below with the year in which the tasks are expected to be completed:

Preliminary Engineering/Tank Inspection/ Design Engineering/Cellular Coordination (2022)	$42,546
Construction Engineering Services (2023)	$52,856
One Year Anniversary Inspection/Report (2024)	$4,500
Total (2022 – 2024)	$99,902

CBBEL's proposal includes an inspection of the standpipe's current condition, development of bidding documents including design plans and specifications based on the findings of the inspection. CBBEL will conduct the bidding process, review bid submittals and deliver a contractor recommendation. Once a contractor is selected, CBBEL will provide construction oversight for the project and complete a one year anniversary inspection and report. In addition, CBBEL will coordinate with any cellular providers and antenna companies that have equipment on the standpipe. Per the Village's lease agreements with these telecomm providers, the Village must provide notice to providers of the need for temporary equipment relocation as well as reinstall any removed equipment at the conclusion of the project.

CBBEL has provided similar services for tank painting projects in other municipalities including Alsip, Carol Stream, Lincolnwood, and Willowbrook.

Budget Impact

Included in the 2022 CIP is $75,000 for (4600-7901) for standpipe inspection and engineering services. CBBEL provided the only proposal in an amount not to exceed $99,902, which is $24,902 over budget for the project. Staff expects to be billed for $42,546 in CY 2022 with the remainder of the contract being budgeted for and billed in 2023 and 2024.

Village Board and/or Committee Action

n/a

Documents Attached

1. CBBEL Proposal
2. Standpipe CIP Page

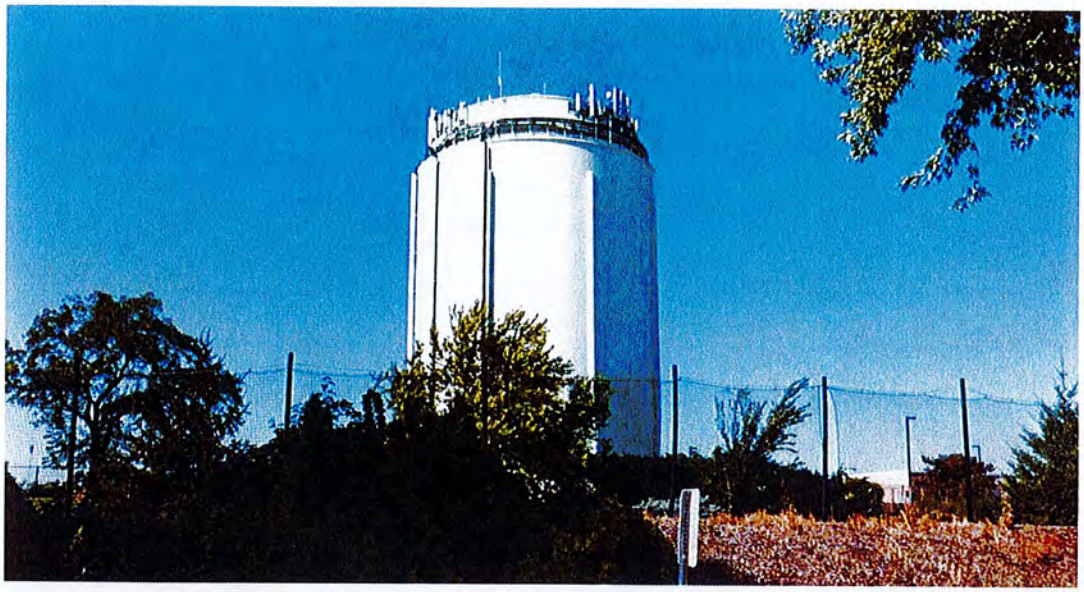
MAY 18, 2022

DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR

2022/2023 STANDPIPE PAINTING & MAINTENANCE PROJECT

RFP NO. 2022-01

VILLAGE OF Hinsdale
Est. 1873







SUBMITTED TO:
GEORGE PELUSO
PUBLIC SERVICES DIRECTOR
VILLAGE OF HINSDALE
19 EAST CHICAGO AVENUE
HINSDALE, IL 60521-3489

SUBMITTED BY:
MICHAEL KERR, PE
CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 WEST HIGGINS ROAD | SUITE 600
ROSEMONT, IL 60018
MKERR@CBBEL.COM

Christopher B. Burke Engineering, Ltd.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 18, 2022

Mr. George Peluso
Public Services Director
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489

Subject: **Request for Proposals**
2022/2023 Standpipe Painting & Maintenance Project
Design and Construction Engineering Services
RFP No. 2022-01

Dear Mr. Peluso:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit our proposal to provide Design and Construction Engineering Services for the 2022/2023 Standpipe Painting & Maintenance Project. The material presented is in accordance with the information requested in your RFP.

The proposed Project Team consists of staff members who have worked on various water storage tank projects for numerous municipalities including: Alsip, Chicago Ridge, Wood Dale, Deerfield, Carol Stream, Downers Grove, Forest Park, Dwight, Elmwood Park, Lincolnwood, Orland Park, Rolling Meadows, Northlake, Wheaton, Northbrook, Willowbrook, Niles, West Dundee and Rosemont. The primary contact person for this proposal is Mr. John Caruso, PE, (jcaruso@cbbel.com) Head, Mechanical and Electrical Engineering Department, who will act as Project Manager for this work. He is available to answer any of your questions regarding this proposal.

The material provided in this proposal represents our ability and eagerness to perform the required services for the Village of Hinsdale. We trust that it will demonstrate our understanding of the project and our expertise to perform the assignment. The CBBEL project team looks forward to working with the Village and is committed to completing the work to your satisfaction and within the required time schedule.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Michael E. Kerr, PE
President

IN SUBMITTING THIS PROPOSAL THE CONSULTANT CERTIFIES THAT:

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

Signed and sworn this 16th day of May, 2022.

By: _____
(Signature)

By: Michael Kerr, PE
(Printed Name)

d/b/a Christopher B. Burke Engineering, Ltd.

Business Address: 9575 W. Higgins Rd., Rosemont, IL 60018

Business Phone #: 847-823-0500

Cell Phone #: 847-878-4967

E-Mail Address: mkerr@cbbel.com

Subscribed and sworn before me
this 16th day of May, 2022

Notary Public: _____

"OFFICIAL SEAL"
SHERRY SPORINA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/13/2023

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TAB 5 OVERALL NOT-TO-EXCEED COST

750,000 GALLON LIES ROAD WATER TOWER REHABILITATION | CAROL STREAM, ILLINOIS

2021

PROJECT TEAM
Gerald Hennelly
Project Manager

CLIENT
Village of Carol Stream
124 Gerzevske Lane
Carol Stream, IL 60188
Phil Modaff
630.871.6260

CONSTRUCTION COST
$581 thousand

FEE
$54 thousand

FUNDING SOURCE
Local

CBBEL prepared construction documents, assisted the Village with coordinating temporary removal of cellular equipment, design, bidding, coordinating taking the tank off-line, construction observation and bringing the tank back into service..

CBBEL completed the rehabilitation of the Village's 750,000 gallon above grade storage facility. CBBEL designed plans for all new hatches, ladder ways, vents, painter's rail, cellular wiring, SCADA work, electrical rehabilitation to tank and coordination with cellular companies.

SERVICES INCLUDED:

- Coordination of Deenergizing the Existing Cellular Equipment
- Design and Construction Plans for Rehabilitation of the Existing Tower
- Design of SCADA Inputs and Outputs from Tank
- Coordination and Preparation of Contract Bidding Documents
- Recommissioning of Rehabilitated Storage Facility
- Construction Observation and Administration



500,000 GALLON LEGGED HIGH TANK REHABILITATION | FOREST PARK, ILLINOIS

CBBEL prepared construction documents, assisted the Village with coordinating temporary removal of cellular equipment, design, bidding, coordinating taking the tank off-line, construction observation and bringing the tank back into service.

CBBEL completed the rehabilitation of the Village's 500,000 gallon above grade storage facility. CBBEL designed plans for all new hatches, ladder ways, vents, painters rail, cellular wiring, SCADA work, electrical rehabilitation to tank and coordination with cellular companies.

SERVICES INCLUDED:

- Coordination of Temporary Monopole to Relocate Existing Cellular Equipment
- Design and Reconstruction Plans for Rehabilitation of the Existing Tower
- Design of SCADA Inputs and Outputs from Tank
- Coordination and Preparation of Contract Bidding Documents
- Recommissioning of Rehabilitated Storage Facility
- Construction Observation and Administration



2021

PROJECT TEAM
Gerald Hennelly
Project Engineer

CLIENT
Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130
Sal Stella
708.366.2323

CONSTRUCTION COST
$674 thousand

FEE
$58 thousand

FUNDING SOURCE
Local

119TH & CENTRAL &129TH & KOSTNER WATER TOWER REHABILITATIONS | ALSIP, ILLINOIS

2020

PROJECT TEAM
Gerald Hennelly
Project Manager

CLIENT
Village of Alsip
4500 W. 123rd Street
Alsip, IL 60803
Dan Trypan
708-385-6902

CONSTRUCTION COST
$1.6 million

FEE
$85 thousand

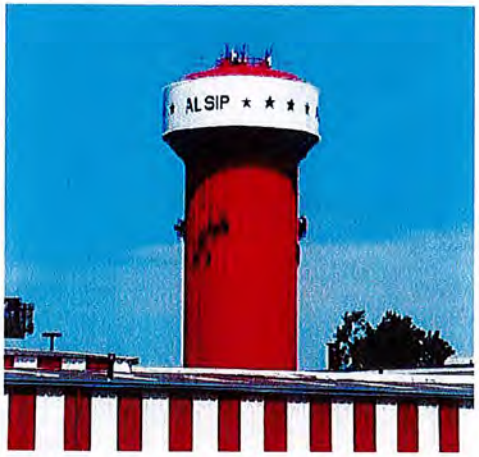
FUNDING SOURCE
Local

CBBEL coordinated relocation of cellular equipment, design of rehabilitation work, preparation of contract bidding specifications and provided construction observation services for the complete rehabilitation of two 1,000,000 gallon hydropillar high tanks.

CBBEL prepared the specification documents based on preliminary inspection reports for the full blast and recoating of all exterior and interior surfaces, new cathodic protection system, rehabilitation of all pump stations and piping.

SERVICES INCLUDED:

- Coordination for Temporary Monopole to Relocate Existing Cellular Equipment
- Design and Reconstruction Plans for Rehabilitation of the Existing Site
- Design of SCADA Inputs and Outputs from Tank
- Coordination and Preparation of Contract Bidding Documents
- Recommissioning of Rehabilitated Storage Facility
- Construction Observation and Administration



500,000 GAL. WATER TOWER & 1,000,000 GAL. RESERVOIR REHABILITATION | NORTHLAKE, ILLINOIS

CBBEL prepared construction documents, assisted the City with coordinating temporary removal of cellular equipment, design, bidding, coordinating taking the tank off-line, construction observation and bringing the tank back into service.

CBBEL completed the rehabilitation of the City's 500,000 gallon above grade storage facility and the 1,000,000 gallon reservoir. CBBEL designed plans for all new hatches, ladder ways, vents, painters rail, cellular wiring, SCADA work, electrical rehabilitation to tank and coordination with cellular companies.

SERVICES INCLUDED:

- Coordination for Temporary Monopole to Relocate Existing Cellular Equipment
- Design and Reconstruction Plans for Rehabilitation of the Existing Site
- Design of SCADA Inputs and Outputs from Tank
- Coordination and Preparation of Contract Bidding Documents
- Recommissioning of Rehabilitated Storage Facility
- Construction Observation and Administration



2020

PROJECT TEAM
Gerald Hennelly
Project Engineer

CLIENT
City of Northlake
100 W. Palmer
Northlake, IL 60164
Tony Faciano
708-562-0940

CONSTRUCTION COST
$700 thousand

FEE
$100 thousand

FUNDING SOURCE
Local

RIDGE DR. ELEVATED WATER TANK IMPROVEMENTS | CHICAGO RIDGE, ILLINOIS

2018

PROJECT TEAM
Gerald Hennelly
Project Manager

CLIENT
Village of Chicago Ridge
Department of Public Works
10046 Anderson Avenue
Chicago Ridge, IL 60415
Stan Barwock; 708-425-7700

CONSTRUCTION COST
$1.1 million

FEE
$35 thousand

FUNDING SOURCE
Local



CBBEL prepared construction documents, assisted the Village with bidding, coordinated taking the tank off-line, performed construction observation and brought the tank back into service.

CBBEL completed the rehabilitation of the Village's only above grade storage facility. CBBEL designed plans for all piping infrastructure work to remove existing altitude valve vault piping, SCADA work, electrical rehabilitation and drainage work servicing the tank, coordination of new logos, and orientation and coordination with cellular companies.

SERVICES INCLUDED:

- Coordination for temporary monopole to relocate existing cellular equipment.
- Design and reconstruction plans for rehabilitation of the existing altitude valve vault piping.
- Design of SCADA inputs and outputs from tank.
- Coordination and preparation of contract bidding documents.
- New branding and layout of logos.
- Recommissioning of rehabilitated storage facility.
- Construction observation and administration.



KATES RD. WATER STORAGE TANK PAINTING | DEERFIELD, ILLINOIS

CBBEL prepared construction documents, assisted the Village with bidding, coordinated taking the tank off-line, performed construction observation and brought the tank back into service.



CBBEL completed the rehabilitation of the Village's only above grade storage facility. CBBEL designed plans for all new hatches, ladder ways, vents, painters rail, cellular wiring, SCADA work, electrical rehabilitation to tank and site drainage work servicing the tank, and orientation and coordination with cellular companies.

SERVICES INCLUDED:

- Coordination for temporary monopole to relocate existing cellular equipment.
- Design and reconstruction plans for rehabilitation of the existing site.
- Design of SCADA inputs and outputs from tank.
- Coordination and preparation of contract bidding documents.
- Recommissioning of rehabilitated storage facility.
- Construction observation and administration.

2018

PROJECT TEAM
Gerald Hennelly
Project Manager

CLIENT
Village of Deerfield
Department of Public Works
465 Elm Street
Deerfield, IL 60015
Justin Keenan
847-317-2490

CONSTRUCTION COST
$963 thousand

FEE
$42 thousand

FUNDING SOURCE
Local

1,500,000 GALLON STANDPIPE PAINTING & REHABILITATION | LINCOLNWOOD, ILLINOIS

2018 - 2019

PROJECT TEAM
Gerald Hennelly
Project Manager

CLIENT
Village of Lincolnwood
7001 N. Lawndale Ave.
Lincolnwood, IL 60712
Andrew Letson,
Public Works Director
847-673-1540

CONSTRUCTION COST
$860 thousand

FEE
$30 thousand

FUNDING SOURCE
Local

CBBEL provided design and construction engineering services for the interior and exterior painting of the Village's main water storage tank.

The project consisted of the rehabilitation of the Village's main potable water storage facility. The project had to be coordinated with the Village's other two water storage sites. The project included interior and exterior painting with full containment curtain to hold back overspray and blast material, welding repairs, new entryways, platform and installation of fall protection equipment.

SERVICES INCLUDED:

- Preparation of IEPA Low Interest Loan Documentation
- Preparation of Project Bidding Documents
- Bidding Assistance
- Construction Observation





REHABILITATION OF 3 WATER STORAGE TANKS | WILLOWBROOK, ILLINOIS

CBBEL coordinated the design of contract bidding specifications and provided construction observation services for the complete rehabilitation of two 500,000 gallon spheroid high tanks and one 3,000,000 gallon standpipe.

CBBEL prepared the specification documents based on preliminary inspection reports for the full blast and recoating of all exterior and interior surfaces, new cathodic protection system, and installation of new safety climb devices.







SERVICES INCLUDED:

- Preparation of Bidding Documents & IEPA Loan Documents
- Assistance with Bidding
- Construction Observation and Contract Administration
- Coordination of Third Party Coating Inspections
- Final Project Closeout

2015 - 2017

PROJECT TEAM
Gerald Hennelly
Project Manager

CLIENT
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527
Brian Pabst,
Village Administrator
630-323-8215

CONSTRUCTION COST
$950 thousand (standpipe)
$590 thousand (high tank)
$505 thousand (high tank)

FEE
$45 thousand (standpipe)
$37 thousand (high tank)
$19 thousand (high tank)

FUNDING SOURCE
IEPA Loan & Local

NTEC

Nelson Tank Engineering & Consulting, Inc.

16240 National Parkway

Lansing, MI 48906

P: 517-321-1692

F: 517-321-4405

www.nelsontank.com

Keith Nelson, P.E.
President
keith@nelsontank.com

Ray Otberg
Inspection Division Manager
ray@nelsontank.com

TANK REHABILITATION REFERENCES

Village of Northlake, IL	1,000,000-Gallon Elevated Tank Interior & Exterior Coating/Repair Inspections, 2021	Gerry Hennelly, Christopher B. Burke Eng, Ltd.	847-823-0500
City of Wood Dale, IL	1,250,000-Gallon Ground Tank ROV Inspection, Interior & Exterior Coating/Repair Inspections, 2020	Gerry Hennelly, Christopher B. Burke Eng, Ltd.	847-823-0500
Village of Alsip, IL (119th)	1,000,000-Gallon Fluted Column ROV Inspection, Interior Coating Inspections, 2020	Gerry Hennelly, Christopher B. Burke Eng, Ltd.	847-823-0500
Village of Alsip, IL (129th)	1,000,000-Gallon Fluted Column ROV Inspection, Interior & Exterior Coating Inspections, 2020	Gerry Hennelly, Christopher B. Burke Eng, Ltd.	847-823-0500
City of Huber Heights, OH	1,500,000-Gallon Standpipe Technical Specs, PA, Full Time Coating/Repair Inspections, 2020	Hanane Eisentraut	937-233-1423
City of Port Huron, MI	1,000,000-Gallon Elevated Tank Tech Specs, PA, Wet Interior & Dry Interior Piping Inspections, 2019	Jamie Cameron	810-984-9780
Village of Lincolnwood, IL	1,500,000-Gallon Standpipe Interior & Exterior Coating/Repair Inspections, 2019	Gerry Hennelly, Christopher B. Burke Eng, Ltd.	847-823-0500
City of Port Huron, MI	1,500,000-Gallon Ground Tank Tech Specs, PA, Interior & Exterior Coating/Repair Inspections, 2018	Jamie Cameron	810-984-9780
Delta Township, MI	2,000,000-Gallon Ground Tank Specs, PA, Interior & Exterior Coating/Repair Inspections, 2018	Rick Kane	517-816-8180
Village of Deerfield, IL	1,000,000-Gallon Elevated Tank Interior & Exterior Coating/Repair Inspections, 2018	Gerry Hennelly, Christopher B. Burke Eng, Ltd.	847-823-0500





PROJECT UNDERSTANDING/APPROACH

The Village of Hinsdale is seeking an engineering consultant to perform coordination, physical and ROV inspection, design and construction engineering services related to the rehabilitation and painting of their 2,000,000 gallon standpipe located adajcent to Hinsdale Central High School in Hinsdale, Illinois. The engineering consultant will review the inspection reports, prepare plans and specifications, construction cost estimates, and obtain the necessary permits. In addition, the Village would like the consultant to coordinate the removal and reinstallation of the cellular equipment located on the tower.

The rehabilitation portion of the project is scheduled to be performed in spring or fall of 2023.

CBBEL has successfully completed the removal, temporary relocation and return to tower antennae equipment for cellular companies at 9 different water towers in the last 5 years. Some of these water towers had private cellular equipment and municipal community antennas such as police and fire.

CBBEL, along with NTEC, have worked together on numerous projects over the last 10 years and 13 individual rehabilitation and new construction projects in the last 4 years. CBBEL represents over 27 municipalities in the Chicagoland area which allows us to utilize our knowledge of municipal water system operations and maintenance to coordinate being able to take the water tower out of service efficiently and work with the Water Operations staff to bring the water system back online once the tank has been rehabilitated and is ready to be introduced back into the Village's water system. CBBEL coordinates all aspects of the inspection services performed by NTEC to determine if the project is being completed in a timely manner and all work is performed according to the specifications, and assist with issues that arise while the tank is out of service. CBBEL and NTEC will prepare and interpret timely inspection reports and discuss these findings with Village staff and report any inconsistencies with the work.

SCOPE OF SERVICES

Task 1 - Historical Review: CBBEL will review the information available from the Village, lease agreements from the cellular companies and municipalities and ascertain whether the Village or cellular companies are financially responsible for the costs of relocation and reinstallation of the equipment, meet with Village staff to discuss our findings and provide a Preliminary Design Memo outlining what rehabilitation work needs to be performed on the tower and removal of the cellular equipment prior to taking the tower out of service and prior to the physical tank inspection.



Task 2 - Inspectional Services: NTEC will perform a physical review of all information provided in the inspection reports. NTEC will be responsible for the cellular cable and antenna inspections, daily inspections to include welding, repairs, surface preparation and painting, as well as the one-year warranty inspection. NTEC proposes performing a pre-inspection of the roof to document the current layout of the cellular antenna and cables. During installation, the inspector will conduct milestone inspections and provide reports detailing progress in written form and with photo documentation. Any issues or concerns are addressed on a day-to-day basis to avoid delay in overall completion of work.



The inspection reports provide a comprehensive overview of the work site when they are on site. The reports will address the following items at the time they are relevant to work completed: steel temperature (infrared thermometer); weather conditions to include temperature, wind velocity and direction, relative humidity and dew point (sling psychrometer and anemometer); location and quality of work performed and compliance with specifications; review abrasive and coating materials for approved manufacturers; review abrasive blast cleanliness for specification requirement using SSPC Visual Standards; measure surface profile created by abrasive blast cleaning using compressive tape or surface comparator when required by specifications; perform ultrasonic thickness testing when records of plate thicknesses are unknown (Ultrasonic Thickness Gauge); record paint batch numbers; review coating mixing, thinning, induction time and application for manufacturer's requirements; review applied coating for coverage, uniformity and holidays; wet and dry film thickness readings (wet film thickness gauge and Elcometer 456 Ferrous Metal gauge); calibration record of dry mil thickness gauge; perform holiday test after final coat applied to wet interior (Positector Low Voltage Holiday Tester or PCWI High Voltage Holiday Tester, depending on coating thickness); measure paint cure (monitored by inspection manager); number of personnel and equipment on site; recommendations made; and estimated completion date (based on current progress compared to schedule provided by Contractor). Photos with descriptions will be included in each daily inspection report to further document progress.



NTEC understands that there is an estimated 100 days of painting and repair inspections for this project, which includes approximately 120 hours of cellular cable and antenna inspections. A previously mentioned pre-inspection will be conducted on the cable and antenna layout, as well as a final inspection of the tower and site upon removal of Contractor's equipment.

NTEC proposes conducting the one-year interior warranty inspection utilizing the Chasing Innovation Gladius Mini 4k Underwater Drone. The ROV inspection provides a safe, economical alternative to a traditional inspection by reducing risk of contamination. The tank is not drained, which reduces the tank out of service time. The submersible is chlorinated to 200 ppm, per AWWA C652 disinfection standard, prior to being placed in the tank. An experienced operator on the ground controls the sub while video images are recorded. The exterior of the tank is inspected in a traditional manner. Once the inspection is complete, an FIR, written report and photos will be presented to the Owner, along with the video on a USB drive. Repair of deficiencies discovered during the one-year warranty inspection will be inspected by NTEC.

Task 3 - Engineering Report: Upon review of the data collected in Task 1 and the results of the inspection report from Task 2, CBBEL will update the Preliminary Design Memorandum as required. The Preliminary Design Memorandum will be utilized for the review meeting in Task 5 and when finalized, act as the proposed scope of work for the project.

Task 4 - Cellular Coordination Pre and Post-Construction: CBBEL will send out written Notifications of Intent (NOI) to the antenna companies and cellular providers as to the Village's intent to rehabilitate the tower. Once the notifications have been coordinated, CBBEL will identify options to have this equipment removed in a timely manner to facilitate the tank painting and coordinate a plan with the cellular companies to erect temporary facilities on site for the temporary relocation of the antennas. CBBEL will include the relocation requirements of the antenna/ cellular companies in the bidding documents.



Task 5 - Review Meeting of Engineering Report: From the information compiled in Tasks 1 - 4 above, CBBEL will define the necessary work required to meet AWWA D100 Standards, including other rehabilitation work required such as electrical, mechanical and possible SCADA upgrades. Upon completion of this meeting, the Village and CBBEL will have the complete scope of work required to prepare the documents associated with Task 6.

Task 6 - Preparation of Plans and Specifications: CBBEL will complete the final bidding documents and construction costs based on Tasks 1 - 5. CBBEL anticipates that these documents will be prepared conventionally.

Task 7 - Pre-Construction Engineering Services: CBBEL will solicit contractors regularly engaged in this work and have proven track records for performing this type of work in northern Illinois. CBBEL will assist the Village with preparing any addendum, bid opening and bid recommendation, up to and including securing contracts. CBBEL and NTEC have a proven track record for delivering projects of this magnitude on time and within budget. CBBEL will handle the office and project management of the construction portion of the contract, being the main point of contact with the Village and the contractor. Based on the contractor's schedule, CBBEL and NTEC will coordinate the day to day inspections required. Under this task CBBEL will

prepare a Notice of Award, a Notice to Proceed and coordinate a preconstruction conference with the relevant parties involved.

Task 8 - Construction Engineering Services: CBBEL will review contractor's payment applications and prepare change orders for the Village's approval, and coordinate and process paperwork and forms required by the Village.

CBBEL will review Contractor's construction schedule and sequence(s); listing of materials and equipment submittals; general correspondence procedures; site access; staging areas required; traffic control; subcontractors; and submittals for payment. Shop drawing review procedures will be discussed during the preconstruction conference and in particular, the Contractor will be advised that material and equipment is not to be installed prior to completion of the shop drawing review process.

CBBEL estimates this project will take approximately 36 weeks from April, 2023 to December, 2023 to complete. Under this task CBBEL will provide a part-time Resident Engineer (6 hours/week for 36 weeks) for the work to be performed in the 2023 construction season. The Resident Engineer (RE) will perform the following duties:

- Log all Contractor data received and maintain a log book of shop drawings and submissions so as to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with our review comments and if submittals comply with intent of Contract Documents.
- Notify the Village of deficiencies, deviations of substitutions. With the notification, provide the Village with an opinion for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Advise the Village when disapprovals may be necessary due to failing to conform to the Contract Documents.
- Provide office support to the Resident Engineer related to interpretation of Contract Documents.
- Maintain office files of project correspondence.
- When present on site, observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Resident Engineer will keep the Village informed of the progress of the work.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Attend construction conferences. Maintain and circulate copies of meeting notes.
- Provide clarification(s) related to the intent of the Contract Documents.
- Review the Contractor's schedule at construction conferences and compare actual progress of work to Contractor's proposed construction schedule.
- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.



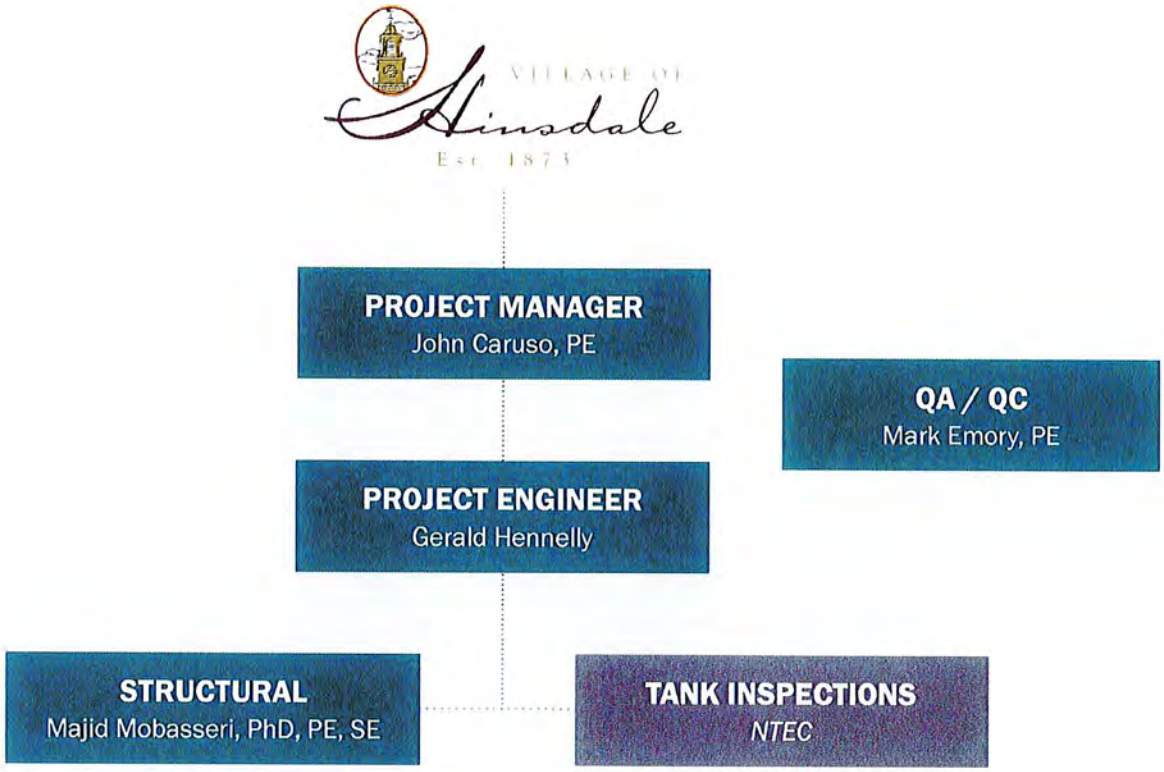
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in a field diary.
- For days in which the RE is present on site, keep a daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- For milestone inspections of the blasting of the interior and exterior of the standpipe, CBBEL will employ the services of Nelson Tank Engineering Company who will climb the tank and perform the visual inspections in areas where CBBEL cannot climb to because of our insurance restrictions. Their fees are included in our construction engineering fee total.
- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the Village, prepare a final punch list (if required).
- Verify that all the items on the final punch list have been corrected and make recommendations to the Village concerning acceptance of the project.
- Except upon written instructions of the Village, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of their obligations.

Task 9 - One-Year Anniversary Inspection and Report: NTEC will perform an underwater remote operated vehicle (ROV) inspection. Disinfect equipment prior to entering potable water supply with no less than 200 mg/l free chlorine. Review interior surfaces for deterioration of coating, if any. Quantify all findings for presentation to Village. Review exterior surfaces for deterioration of coating, if any. Quantify all findings for presentation to Village. Prepare and submit a report (2 copies) describing condition of items inspected above and recommendations concerning the findings. Photographs and video will be provided showing evidence of the structure's condition.



ORGANIZATIONAL CHART

2022/2023 STANDPIPE PAINTING & MAINTENANCE PROJECT
RFP NO. 2022-01



The Project Team is available to work on this project to meet all project deadlines as stated in the RFP and pertinent sections herein.

■ **CBBEL Employee** ■ **Subconsultant**

John Caruso, PE

Vice President, Head, Mechanical/Electrical Engineering Department

YEARS EXPERIENCE: 34
YEARS WITH CBBEL: 34

EDUCATION
Bachelor of Science, 1988
Mechanical Engineering
University of Illinois at Chicago

PROFESSIONAL REGISTRATION
Professional Engineer, IL, 062.048356, 1993

Professional Engineer, WI, 43186-6, 2013

Professional Engineer, IN, PE11012145, 2010

Professional Engineer, CO, PE.0059191, 2021

PROFESSIONAL DEVELOPMENT
Ethics in City Government, Ethics Training for CDA/OMP Contractors, Vendors and Employees

PROFESSIONAL AFFILIATIONS
American Society of Mechanical Engineers

Engineers Without Borders

Illuminating Engineers Society

Professional Engineer experienced in design of mechanical/electrical engineering projects. Experience includes pump station design, water model studies, roadway and site lighting design, SCADA system design and irrigation design. Participated and/or acted as Resident Engineer on various potable water and sewage related pumping station projects, roadway lighting, and stormwater management projects. Responsibilities include design coordination with all related engineering disciplines on various projects with an emphasis on pumping applications including storm, sewage and potable water pump stations, as well as roadway lighting design and electrical design. Duties include preparation of design memorandum and preliminary engineering reports; acquisition of permits from state, county, and local agencies; preparation of contract specifications and construction plans; review of drawings and specifications for code compliance; providing RE services; design of standby engine generators and electric services; design of lighting systems for roadway, parking lot, landscape, and interior applications; and design of SCADA systems for sanitary, storm and potable water applications. Performs water model analyses using WaterGems, Infowater, WaterCAD and EPANET.

WATER STORAGE TANKS

Four Flaggs Tank Rehabilitation, Painting and Tower Facilities Lightning Protection/Oriole Tower Lightning Protection, Niles: Project Manager for the painting and rehabilitation of the Four Flaggs Standpipe including the painting of the interior and exterior of standpipe, removal and replacement of pilasters, new cathodic protection system, water destratification system, grounding system, SCADA modifications, valving and piping modifications.

Rehabilitation of the 1,000,000 Gallon Legged High Tank and 2,000,000 Gallon Ground Storage Reservoir, Chicago Heights: Project Manager for the painting and rehabilitation of two water storage tanks in the City of Chicago Heights.

Ridge Drive 1,000,000 Gallon Legged High Tank Rehabilitation, Chicago Ridge: Project Manager for the painting and rehabilitation of the high tank including ROV inspections, cellular equipment removal and replacement, Preliminary Design Memo, contract documents, bidding, construction observation, project documentation and closeout.

1,500,000 Gallon Spheroid Water Tower, Shorewood: Project Manager for the design, permitting and construction of a new 112' tall spheroid water tank including SCADA system, altitude valve in vault, emergency standby generator, utility coordination, site grading and antenna mounting brackets.

Glenwood School for Boys & Girls Painting of 150,000 Gallon High Tank, St. Charles: Project Manager for painting 150,000 gallon elevated water tank. Coordinated use of temporary hydropneumatic tanks for water supply during time tank was out of service.

500,000 Gallon Elevated Water Storage Tank Painting, Rosemont: Assisted in preparation of contract documents and administration of bid process. This tank was awarded the 2006 Tank of the Year by the Tnemec Paint Company.

Painting of 2 Million Gallon Standpipe, Darien: Assisted in preparation of bidding plans and contract documents.

Elevated Water Storage Tank Evaluations: Assisted in review of water storage tank inspections and evaluations for tanks ranging from 100,000 gallons to 3,000,000 gallons for various municipalities such as Chicago Ridge, Elmwood Park, Northlake, and Willowbrook.

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM DESIGN

Village of Forest Park SCADA System: Design and project management of SCADA system including 2 elevated tanks, 2 pump stations, meter station, emergency interconnection and lift station. Construction cost $100,000.

Village of Chicago Ridge SCADA System: Design, contract document preparation and contract administration of a SCADA system incorporating a main potable water pump station, booster pump station, 1MG elevated water storage tank and three sanitary lift station sites. Construction cost $100,000.

Village of Willowbrook SCADA System: Design, contract document preparation and contract administration of a SCADA system. System included 2 elevated storage tanks and a 3MG standpipe and booster pump station. Construction cost $70,000.

PUMP STATIONS

Southwest Storm Mitigation Phase I, Elmhurst: Project Manager for the design of an 17-acre-foot storm water detention reservoir with a 5 cfs duplex dewatering pump station including SCADA, fiber optic network communications and video surveillance of the facility. The pumps are housed in a 10 foot x 8 foot precast concrete wet well and discharge through a 1,600 foot, 12" diameter PVC forcemain. Remote telemetry is used to determine when pumping/dewatering can occur into the storm sewers after surcharging recedes. Construction cost $7,200,000.

Lansing Pump Station Improvements, Chicago Heights: Project Manager/Design Engineer for replacement of (3) 7,000 gpm horizontal split case potable water pumping units including associated isolation butterfly valves, globe check valves, pipe fittings, insertion flow meter, SCADA improvements to the City of Chicago Heights potable water pumping station. Construction Cost $300,000.

Meter Vault at Lansing Pump Station, Chicago Heights: Project Manager/Design Engineer for installation of 10' x 10' poured in place concrete, below grade meter vault over existing 36" water transmission main, including the installation of an insertion meter, electric and communication conduit and cable, connection to and modifications to existing SCADA system. Construction Cost $200,000.

Potable Water Booster Station, New Lenox: Project Manager/Design Engineer for construction of booster pump station at existing Village stand pipe and pump station. Improvements include modification to existing building adding approximately 400 SF of floor space including new standing metal seam roof, roof trusses, brick and CMW block wall construction for 2 new 750 gpm potable water booster pumps to create new pressure zone in remote, elevated area of the Village currently experiencing low water pressure. New standby diesel generator, modifications to existing motor control center, pressure reducing valves, and remote pressure monitor station reporting back to SCADA via radio is included in scope. Construction Cost $1,000,000.

East Main Pump Station, Lake County Public Works Department: Performed QA/QC for the $2.4 million rehabilitation Lake County's Regional East Main Pump Station originally placed in service in 1980. The East Main Pump Station has an average daily flow of 4 million gallons per day (MGD) with peak flow rates over 20 MGD. The project included replacing 2 of the vertical style non-clog pumps with 125 horsepower submersible style pumps that will allow the station to continue operations should the dry well ever flood in the future. The mechanical bar screens were replaced with mechanical shredders, thereby eliminating disposal of the screenings and significantly reducing odors and gases created in the screen room, which are treated by an existing forced air carbon scrubber. Two new stainless steel slide gates and new stainless steel grates and plates were added to the screen channels. The 1200 amp main electrical service entrances (2 ComEd feeds) were replaced with new switchgear which includes an automatic transfer switch between the ComEd feeds. A Kirk key operated generator receptacle was added to allow the County to power the station with one of two 500 kW portable generators. New variable frequency drives (VFD's) were added for each pump and the existing cone valves were modified to utilize individual REXA hydraulic units in lieu of the original Parco compressed air/hydraulic system. New PLC based controls and new level and flow instrumentation were included as well as new station LED lighting, a fresh coat of paint and new TPO roof.

IL Route 53 Storm Water Pump Station, Lombard: Project Manager for the design of a 170 cfs storm water pump station including 5 axial flow submersible propeller pumps, 2 submersible centrifugal pumps, a 650 kW diesel fuel standby generator, a 30' x 12' precast concrete electrical controls building, a below grade structural concrete wet well, discharge chamber and junction chamber, on site storm water detention, landscaping, pavement, water main, sanitary sewer, storm sewer, handrails, electric service, culvert lining and existing pump station modifications.

Flood Mitigation Project, Elmwood Park: Project Manager/Lead Designer for 150 cfs stormwater pump station, including four 250 Hp pumps, 1,600A motor control center, 1,000 kW engine generator, 30'x12' control building, SCADA, CCTV and 1,000' of twin 36" HDPE forcemains. Construction cost $3.6 million.

Storm Water Pump Station Rehabilitation, Winnetka: Project Manager/Design Engineer for the rehabilitation design of an existing storm water pump station. Improvements consisted of the removal of existing intake structures, removal of 4 existing 7,500 gpm pumps, installation of new 9' x 6' box culvert, intake structures with motor operated trash rake mechanism, 4 new 10,000 gpm submersible pumps, motor control center (MCC), modifications in below grade pump controls vault, new 1,000 amp CT cabinet, electric service and trash raker controls panel.

Cummins Technical Center Flood Risk Reduction, Columbus, IN: Project Manager responsible for design of flood control pumping stations. Project was a flood wall design to protect the Technical Center building. Included 45 cfs pump station, 5 cfs pump station, and over 500' of concrete flood wall.

Wastewater Treatment Plant Modifications, Rochester, IN: Modifications included replacement of 6 electric motors with inverter duty rated motors, installation of 6 variable frequency drives for trickling filter effluent pumps. Construction cost of $200,000.

Old Plank Park, Naperville: Design of approx. 7 cfs stormwater dewatering pump station for approx. 80 ac-ft stormwater detention facility. Required coordination and modifications to existing Country Commons pumping facility.

Graff Drive Stormwater Pump Station, Rosemont: Design of 20 cfs stormwater pump station including SCADA and 100kw standby generator to alleviate local flooding in residential area. Construction cost $586,000.

Country Commons, Naperville: Design of 2 cfs stormwater pump station to dewater 49 acre-feet stormwater reservoir underdrain system. Construction cost $550,000.

Well No. 9, Shorewood: Design of brick Well House for electrical, variable frequency drive and SCADA controls for 400 Hp, 1,200 gpm deep well pump. Packaged meter vault, manual transfer switch, and 2400 volt step up transformer included.

Well Nos. 6 & 8, Sycamore: Project Manager/Lead Designer for rehabilitation of two existing well houses. Upgrades included building additions to accommodate future radium treatment/removal equipment; electrical upgrades to existing well pumps; new diesel stand-by generator; underground piping revisions; well house piping revisions.

Wood Dale-Itasca Reservoir and Pump Station, DCDEC: Multi-phased stormwater management project along Salt Creek. Project included excavation of over 500,000 cy of material; construction of an earthen embankment approx. 0.5 mile long; 25 cfs pump station, 45' deep with two 75 hp pumps; 5 hp dewatering well, and SCADA telemetry system with a 75' tall radio antenna. Construction cost $5 million.

Mark Emory, PE

Head, Pumping Applications Section

YEARS EXPERIENCE: 46
YEARS WITH CBBEL: 26

EDUCATION
Bachelor of Science, 1975
Civil Engineering
University of Illinois at Urbana-Champaign

PROFESSIONAL REGISTRATION
Professional Engineer, IL, 062.038850, 1979

CERTIFICATIONS
AWWA Utility Risk and Resilience Certificate Program

PROFESSIONAL DEVELOPMENT
Ethics in City Government, Ethics Training for CDA/OMP Contractors, Vendors and Employees

PROFESSIONAL AFFILIATIONS
American Water Works Association (AWWA)

Professional Engineer within the Mechanical Engineering Department experienced in engineering projects in water supply and distribution, wastewater collection and treatment, and stormwater fields. Experienced in civil, mechanical and electrical engineering disciplines. Overall experience includes field investigations and troubleshooting, water supply and planning studies, water system evaluations with distribution network hydraulic modeling, preliminary engineering, and preparation of final design, including bidding and contract documents. Construction experience includes assistance during bidding, services during construction, including construction observation, and shop drawing review. Qualified Project Liaison drawing from the experience of these many engineering projects.

Responsibilities encompass engineering activities for potable water and wastewater projects. Responsible for conceptual planning, preliminary engineering, final design, cost estimating, contract document preparation, permit and regulatory submittal preparation, bidding, and services during construction including construction observation. Duties include client contact and representation, responsible charge for overseeing the work of other project team members, and liaison for the coordination, presentation and delivery of the project.

Proficient in Microsoft Word, Excel, Power Point, Microsoft Project, Bentley MicroStation, Haestad Methods Sewer CAD, WaterGEMS and EPANET Software.

Lake Michigan Water Project, Village of Bartlett: Project manager for all four engineering phases of Bartlett's five-year conversion to a Lake Michigan Water Supply from the DuPage Water Commission (DWC). Engineering for the project included Alternative Selection, Planning, Design Engineering and Construction Observation Engineering. The Alternatives Study through construction occurred between 2014 and the Spring of 2019. The project was operational before the end of Bartlett's 35-year water supply contract with its previous water provider. The initial Alternatives Study assessed five alternatives available to Bartlett for its potential water supply. The comparison of alternatives included identifying the available alternatives, projecting capital and financing costs, water purchase cost, operating and maintenance cost, soft cost, and Bartlett's projected water rate for each alternative. As the Alternative selection phase moved forward to Board's final selection of DWC, the available alternatives and their costs continually evolved. Multiple presentations were made at public Board meetings to update the status of the current alternatives under consideration. Bartlett's Board made its selection of DWC to be its future water supplier approximately 2 ½ - years after the presentation of the initial study. Engineering of the project moved forward into Planning and securing a Lake Michigan Water Allocation from IDNR-OWR. Bartlett utilized an IEPA low interest loan to finance the Receiving Station component of the project which required obtaining all Agency required planning approvals. Comprehensive water modeling was performed of the system serving 41,000 people using WaterGEMS software. The water modeling essential for making pump selections for the Receiving Station and determining the extent of internal water main improvements needed to facilitate the new Lake Michigan Water supply. Future capital improvements were evaluated as well. Upon the completion of the IEPA planning and receipt of the IDNR Lake Michigan Water Allocation, detailed bidding and contract documents were prepared for the Receiving Station which featured a 60-foot by 80-foot aesthetically treated metal building housing pressure adjustment and flow control of the DWC supply, 7-variable speed pumps, chlorination equipment, and full standby power. The Receiving Station also featured 2 - 1.5-million-gallon bolted steel ground storage tanks, and a new system wide SCADA system with seven cellular based sites. Engineering duties included responsibility for construction observation of the $8.0 facility which was constructed to substantial completion in 10 – months through the winter season. The project was coordinated throughout with DWC, IEPA and IDNR. The project was completed on-time and under budget. The Village's enacted water rate was under the rates that were projected in the Alternatives Study five years before completion of construction.

East Main Pump Station, Lake County Public Works Department: Project manager for the $2.3 million rehabilitation Lake County's Regional East Main Pump Station originally placed in service in 1980. The East Main Pump Station has an average daily flow of 4 million gallons per day (MGD) with peak flow rates over 20 MGD. The pre-improvement station was a wet well / dry well station with four 100 horsepower pumps with two mechanical bar screens prior to the renovation. The project included replacing 2 of the vertical style non-clog pumps with 125 horsepower submersible style pumps that will allow the station to continue operations should the dry well ever flood in the future. The mechanical bar screens were replaced with mechanical shredders, thereby eliminating disposal of the screenings and significantly reducing odors and gases created in the screen room, which are treated by an existing forced air carbon scrubber. Two new stainless steel slide gates and new stainless steel grates and plates were added to the screen channels. The 1200 amp main electrical service entrances (2 ComEd feeds) were replaced with new switchgear which includes an automatic transfer switch between the ComEd feeds. A Kirk key operated generator receptacle was added to allow the County to power the station with one of two 500 KW portable generators they maintain in their fleet. New variable frequency drives (VFD's) were added

for each pump and the existing cone valves were modified to utilize individual REXA hydraulic units in lieu of the original Parco compressed air/hydraulic system. New PLC based controls and new level and flow instrumentation were included as well as new station LED lighting, a fresh coat of paint and new TPO roof. CBBEL worked with the Contractor and the County to implement the improvements with utilizing handful of limited duration shutdowns and staged construction rather than the originally planned 6 week full station by-pass pumping period.

Elevated Tank Repainting, Hillside-Berkeley Water Commission: Prepared contract documents including bidding documents and specifications. The elevated tank was built in the 1950's and supports telecommunications equipment for two vendors. Construction is complete and the tank is in operation.

Elevated Reservoir, Vernon Hills: Periodic construction observation for the construction of a 500,000 gallon elevated reservoir. The reservoir is constructed in tight quarters on the corner of the Prairie Material Vernon Hills Yard. Work included 360 LF of bored and jacked watermain crossing of two railroads and wetland. The base of the tower houses pressure adjusting and rate of flow control equipment which receives and regulates water from a regional Lake Michigan water supply facility. Project is to be dedicated to the Lake County of Public Works who closely reviewed the tank design.

500,000 Gallon High Tank, Hillside-Berkeley Water Commission: Project Manager for repainting of Hillside-Berkeley Water Commission's 500,000 gallon high tank located in Bellwood. Duties included review of tank condition report, field reconnaissance of tank, preparation of contract documents, bidding services and coordination of construction observation and third party inspectors. The tank is on a relatively small site and adjacent to residential areas. Communications equipment was removed from the tank and temporary communications equipment was utilized by the communications vendors during construction. Containment was provided. The tank has a cathodic protection system installed.

City Acres 1,250,000 Gallon High Tank, Plano: Project Manager for planning and design of a new high tank. Tank was designed to provide service for Lakewood Homes City Acres Subdivision. Design was coordinated with the Village and their consulting engineer. Services also included shop drawing review during the construction phase.

Enterprise Drive 2 Million Gallon Fluted Column High Tank Painting, Westchester: Participated in the repainting project for a 2 million gallon fluted column tank. Served as Project Engineer performing QA/QC duties.

South Booster Station and Transmission Main, Lombard: Project Manager overseeing the design of a $2.5 million new inter-zone pumping station and transmission main. Pump station featured 3 split case pumps at 60 horsepower, emergency generator and full incorporation into the Village's SCADA system. A pressure reducing station was also built to allow flow in either direction between the Village's pressure zones. The pump station building was designed and constructed to blend in with the adjacent property by providing the building with an exterior façade similar to the school next door. Project included design of nearly 4,000' of 20" water transmission main. After completion of a detailed alignment study, an alignment was selected under the pavement of a high traffic, 4 lane County highway. Traffic control and final alignment selection were closely coordinated with the Village and the County.

Potable Water Supply Facility, Hawthorn Woods: Planning, design and construction observation of a new water supply facility including two deep sandstone wells, cast-in-place concrete Ground Storage Reservoir, variable high service and fire flow pumping; hydropneumatic tank, ion exchange softening and automated supervising controls. Project was done on an accelerated schedule with water available within 4 months of initial facility concept. Site and building aesthetics also played a key role because the facility is at a marquise park-like intersection. Aesthetics were addressed through coordination with Engineer, Village Architect and Village Planner by locating utilitarian facilities below grade with a small stone cottage structure above grade.

Water Transmission Main Project, Hillside Berkeley Water Commission: Project Manager overseeing the design of new water transmission mains. Over 20,000' of new 16" water transmission mains were designed to replace and upsize the Commission's aging transmission mains that provide drinking water for the Villages of Hillside and Berkeley. Recent higher occurrences of breaks on the 50 year old mains coupled with re-development potential for higher water demand were major driving factors leading to replacing the transmission mains. The alignment of the mains is almost entirely on the Village of Bellwood's public ROW. Selection of alignment was closely coordinated with Bellwood to use streets scheduled for roadway improvements, streets with minimal utility conflicts and streets with low impact on Bellwood's residents. The $5 million project nearly doubled the Commission's flow conveyance capacity without modifying the existing pumping facilities and at the same time reduced electrical consumption.

Gregg's Landing Ground Storage Reservoir and Pump Station, Lake County: Design and construction observation for a cast-in-place concrete ground storage reservoir and pump station. Facility was funded by a private developer and dedicated to the Lake County Public Works Department. The facility was designed for a low profile, low impact appearance in order to blend into a future upscale housing development on one side and a high profile commercial area on another side. Project included controls and valves necessary to fill the reservoir from the distribution system as well as full integration of controls with the LCPWD existing supervisory controls.

63 Pine Pump Station and Reservoir Rehabilitation, Riverside: Performed design and construction observation of rehabilitation project. Design included upgrading the station pumping capacity, providing standby power and construction of a new pump building on top of an existing buried concrete reservoir. New pump building was designed to architecturally blend with the surrounding area. Design also included VFD's and sophisticated supervisory controls needed to allow the Village to convert from a floating overhead system to a closed system. Construction is complete and in operation.

Delivery Structure and Water Transmission Main, Lake County: Final Design and Construction Observation of Central Lake County Joint Action Water Agency Delivery Structure and Water Transmission Mains. Project included the design of a new Delivery Structure and approx. 3,000' of 20" diameter transmission main. The main is routed along private property in easements, under two railroads, along a county highway and through congested Village Streets.

Water System Evaluation Study, Hillside-Berkeley Water Commission: Conducted a water system evaluation study to review pumping performance and winter operating characteristics for the Commissions potable water facilities. The facilities include a 4.4 MG ground storage facility, a 3 MGD pumping station, a 500,000 gallon elevated tank and water transmission mains. The evaluation included pipe distribution system modeling. Much of the original construction dates back to the 1950's.

Gerald Hennelly

Senior Project Manager

YEARS EXPERIENCE: 37
YEARS WITH CBBEL: 26

EDUCATION
Associate of Science, 1987
Electronic/Computer Technology Control
Data Institute

CERTIFICATIONS
ICORS Training Seminar, IDOT

PROFESSIONAL DEVELOPMENT
Ethics in City Government. Ethics Training for CDA/OMP Contractors, Vendors & Employees

ComEd New Business Services, 2009

Steel Tank Institute (STI)/ SPFA Steel Water Tank Design and Construction Seminar, 2009

Writing at Work, Advanced Technical Writing, 2008

Highway Lighting Seminar, ACEC Illinois & IDOT, 2006, 2014

National Electrical Code Review, 2005

PROFESSIONAL AFFILIATIONS
International Code Council

Irish Engineers & Contractors

Senior Project Manager experienced in a wide range of engineering disciplines including electrical, mechanical and civil engineering design. Experience also includes construction observation and resident engineering assignments and final review of completed projects. Further responsibilities include design and coordination of various types of mechanical and electrical projects, including potable water storage facilities, stormwater pumping stations, wastewater lift stations, street lighting installations recreation and sports lighting installations, recreational park designs, dry utility relocation projects and general public works and building improvement projects. Duties include the preparation of design plans, calculations and specifications, and field observation and contractor shop drawing review of construction projects. Performs electrical and mechanical site plan review for several municipalities as well as preparation of CAD design drawings for Mechanical and Electrical Engineering design projects.

MECHANICAL AND ELECTRICAL

Wireless Facility Reviews, Orland Park: Project consists of performing structural and electrical reviews for all new cellular equipment installations on stand alone small wireless facilities (SWF) and colocated installation on antenna masts and water towers.

Wireless Facility Reviews, Oak Lawn: Project consists of performing structural and electrical reviews for all new cellular equipment installations on stand alone small wireless facilities (SWF) and colocated installation on antenna masts and water towers.

Wireless Facility Reviews, Lincolnwood: Project consists of performing structural and electrical reviews for all new cellular equipment installations on stand alone small wireless facilities (SWF) and colocated installation on antenna masts and water towers.

Wireless Facility Reviewes, Forest Park: Project consists of performing structural and electrical reviews for all new cellular equipment installations on stand alone small wireless facilities (SWF) and colocated installation on antenna masts and water towers.

250,000 Gallon Legged High Tank Rehabilitation, Elmwood Park: Project consisted of coordination of in service water tower inspection, coordination of removal and temporary relocation of cellular equipment on tower, preparation of preliminary design memo, preparation of contract documents, bidding assistance and analysis, construction observation, project management and final closeout.

1,000,000 Gallon Hydropillar Rehabilitations for Two Sites, Alsip: Project consisted of coordination of in service water tower inspection, coordination of removal and temporary relocation of cellular equipment on tower, preparation of preliminary design memo, preparation of contract documents, bidding assistance and analysis, construction observation, project management and final closeout.

500,000 Gallon Legged High Tank and 1,000,000 Gallon Reservoir Rehabilitation, Northlake: Project consisted of coordination of in service water tower inspection, coordination of removal and temporary relocation of cellular equipment on tower, preparation of preliminary design memo, preparation of contract documents, bidding assistance and analysis, construction observation, project management and final closeout.

500,000 Gallon Legged High Tank and 500,000 Gallon Hydropillar Rehabilitation, Forest Park: Project consisted of coordination of in service water tower inspection, coordination of removal and temporary relocation of cellular equipment on tower, preparation of preliminary design memo, preparation of contract documents, bidding assistance and analysis, construction observation, project management and final closeout.

500,000 Spheroid High Tank Rehabilitation, Northbrook: Project consisted of coordination of in service water tower inspection, coordination of removal and temporary relocation of cellular equipment on tower, preparation of preliminary design memo, preparation of contract documents, bidding assistance and analysis, construction observation, project management and final closeout.

750,000 Gallon Spheroid High Tank Rehabilitation, Carol Stream: Project consisted of coordination of in service water tower inspection, coordination with cellular companies to leave infrastructure in place, coordination of sector shut downs, preparation of preliminary design memo, preparation of contract documents, bidding assistance and analysis, construction observation, project management and final closeout.

Ridge Dr. 1 Million Gallon Legged High Tank Rehabilitation, Chicago Ridge: Project included coordination of ROV inspections, cellular equipment removal and replacement, preparation of Preliminary Design Memo, contract documents, bidding, construction observation, project documentation and closeout.

Kates Rd. 1.5 Million Gallon Water Tower Rehabilitation, Deerfield: Project included coordination of ROV inspections, coordination of cellular equipment removal and replacement, preparation of Preliminary Design Memo, contract documents, bidding, construction observation, project documentation and closeout.

1.5 Million Gallon Standpipe Painting and Rehabilitation, Lincolnwood: Project included coordination of ROV inspections, cellular equipment removal and replacement, preparation of Preliminary Design Memo, contract documents, bidding, construction observation, project documentation and closeout.

500,000 Gallon Black Rd. Spheroid High Tank Interior Dry Painting and Rehabilitation, Shorewood: Project included coordination of ROV inspections, cellular equipment removal and replacement, preparation of Preliminary Design Memo, contract documents, bidding, construction observation, project documentation and closeout.

Enterprise Drive 2 Million Gallon Fluted Column High Tank Painting, Westchester: Prepared contract documents, administered the bid process and reviewed received bids. Performed resident engineering services during construction.

Orchard Road 1.5 Million Gallon Elevated Water Storage Tank Rehabilitation, Wheaton: Design and construction observation for complete rehabilitation of the City's southern most water storage facility.

67th and Wilmette 500,000 Gallon Spheroid High Tank Rehabilitation, Darien: Design and construction observation for complete rehabilitation of the Village north water storage facility.

Water Storage Tanks, Willowbrook: Preparation of bidding documents, assisted Village with bid analysis and provided construction observation on rehabilitation of two 500,000 gallon spheroid water storage tanks and one 3,000,000 gallon standpipe.

500,000 Gallon Elevated Water Storage Tank Painting, Rosemont: Assisted in preparation of contract documents, administration of the bid process and reviewed received bids. Performed resident engineering services during construction. This tank was awarded the 2006 Tank of the Year by the Tnemec Paint Company.

Dry Utility Relocation Project and Downtown Lighting, Huntley: Worked with ComEd, AT&T, and Comcast on preparation of plans to underground all existing overhead utility lines and to install underground in conduit. After completion of underground projects, designed and provided construction coordination for installation of new lighting system for downtown area.

Old Town Area Redevelopment Underground Utility Relocation, Bloomingdale: Design and coordinated plan preparation of construction plans and construction observation for relocation of all private and public dry utilities for redevelopment of 125 year old area of the Village.

Electrical and Ventilation Upgrades, Forest Park Fire Station: Completed a study of existing fire station to provide a complete survey of total power consumption of the building and recommendations of ventilation needs.

Library Chiller Removal and Replacement, Rolling Meadows Library District: Project consisted of the design of a new chilled water cooling system for the Library's well as in the incorporation of design calculations for future Library expansion.

South Booster Station, Lombard: Assisted in design of a potable water booster station which included in line booster pumps and emergency standby generator.

Hawthorn Woods Potable Water Pumping Station: Design and construction of a 300,000-gallon underground reservoir and pumping station along with standby generator. For aesthetic purposes of residential community in close proximity, pumping station was housed in a building that resembles adjacent homes.

Booster Station #2 Building Upgrades and Generator Upgrades, Northlake: Design and construction observation of a 400 SF building addition to house; a new 230kw standby power generator, including upgraded ComEd transformer; installation of a new 400 amp ATS, variable frequency drive, heating and ventilation system and controls.

Wood Dale-Itasca Spillway, Wood Dale: Assisted in design of a gated spillway structure for Salt Creek. Design included 4 motor operated gates and associated controls including office/control building and video surveillance equipment.

Lift Station Upgrades, Northlake: Preparation of plans and specifications for replacing 3 dry-pit type lift stations with more modern type submersible pumps in a concrete wet well and upgrades to all power and control circuitry.

City of Chicago, Department of Water Management: Design of multiple sewer projects for various streets, totaling over 20,000 LF of RCP and VCP sewers. Tasks included coordination of total topographic surveys of existing conditions, utility coordination and back checking, drainage studies including sewer slopes and drainage flows, coordination of connection structures to MWRD Interceptor and CDWM Main Sewers, proposed plan and profile layout, and Special Provisions Preparation.

Alternative Fueling Station, FPDDC: Created Design/Build plans and specifications of E-85, BioDiesel and LPG fueling systems at the Blackwell Nursery Site.

Water Department Maintenance Building, Oakbrook Terrace: Design included the mechanical and electrical system for multi-use facility including office areas, storage areas, work areas and vehicle storage.

PARKS AND RECREATION

Posphalla Park, Northlake: Design, shop drawing review and construction observation of a municipally maintained recreational facility complete with sprinkle fountain, exercise equipment, state park, and life size human checkerboard.

Memorial Park Fountain, Northlake: Assisted in design of ornamental fountain with a lighted 15' water feature and flood lighting for landscaping items.

Millennium Park, Northlake: Design and shop drawing review of full spectrum municipal recreational facility including park playground equipment, site lighting, site building, fountain feature and irrigation system.

Town Center, Carol Stream: Assisted in design of Award Winning Fountain Park and Concession Building. Site improvements included fountain electrical and mechanical design, site lighting, walkway lighting, two aerators, a pavilion, and a concession/washroom facility.

The Legends Golf Course, Bensenville: Design included architectural site lighting and sports lighting for golf course and driving range along with all related power and control.

Majid Mobasseri, PhD, PE, SE

Head, Structural Engineering Department

YEARS EXPERIENCE: 38
YEARS WITH CBBEL: 16

EDUCATION
Doctor of Philosophy, 1986
Structural Engineering
University of Texas at Austin

Master of Science, 1981
Structural Engineering
Washington State University

Bachelor of Science, 1978
Structural Engineering
Arya-Mehr Univ., Tehran, Iran

PROFESSIONAL REGISTRATION
Structural Engineer, IL, 081.005058, 1993

Structural Engineer, MA, 35841, 1990

Professional Engineer, IL, 062.047793, 1992

Professional Engineer, IN, PE10101277, 2001

CERTIFICATIONS
IDOT Approved Bridge Program Manager, ID: 00302; National Bridge Inspection Standards (NBIS) Qualified

PROFESSIONAL AFFILIATIONS
American Concrete Institute

American Railway Engineering and Maintenance-of-Way Association (AREMA)

American Society of Civil Engineers

Earthquake Engineers Research Institute

Head of Structural Engineering responsible for the study, design, and generation of construction contract documents for structural systems employed in buildings, industrial facilities and bridges serving highway traffic. Experience includes planning and concept design, bridge type/size/location studies, structural inspections, structural ratings, rehabilitation and renovation studies, final designs and the production of plans, specifications and estimates, and construction inspection. IDOT Approved Bridge Program Manager for 13 municipalities.

I-294 over Irving Park Road Widening, Tollway: Structural Project Manager responsible for the preparation of Phase II design plans, specifications, and cost estimates. This was part of the Tollway Central Tri-State widening project. The existing structure is a single span simply supported structure measuring 81'-6" from the center of bearing to the center of bearing. The existing superstructure consists of a 7.5" reinforced concrete deck supported on 48" precast prestressed concrete I-beams. The substructure consists of highwall cantilever abutments founded on metal shell piles. The structure will be widened approximately 18'-3" to the east giving an overall structure width of 104'-8". The proposed widening consists of an 8" reinforced concrete deck on IL36N precast prestressed concrete beams. The abutments will be widened in kind. The remainder of the existing bridge deck was reconstructed by others in 2018. The bridge is on a straight horizontal alignment and is in seismic performance zone 1. CBBEL worked closely with the Tollway, Schiller Park, other consultants on the team, and IDOT during design. The estimated construction cost is $1.15 million.

I-294 Widening, Various Retaining Walls and Noise Walls, Tollway: Structural Project Manager responsible for the preparation of Phase II design plans, specifications, and cost estimates for new retaining walls and noise walls along I-294. This was part of the Tollway Central Tri-State widening project. Due to adding lanes along I-294, several retaining walls and noise walls were required to support the roadway embankment and reduce traffic noise. The existing retaining walls were partially removed, and the noise walls were completely removed. The proposed TS38.25R- NB® retaining wall is an 85'-0" long soldier pile retaining wall with cast in place concrete facing. The wall supports a 16'-0" wide moments slab and a crash worthy parapet wall supporting a structure mounted noise abatement wall. The noise abatement wall will be performance based and designed by others. The wall and moment slab are on a straight horizontal alignment. The proposed TS38.35R SB(R) – is a combination of a 377'-7" moment slab to be placed on the existing wall. Continuing at the end of the existing wall is a 675'-4" proposed soldier pile retaining wall with cast in place concrete facing. The wall supports a 12'-0" wide moments slab and crash worthy parapet. The soldier piles will be placed inside 36" diameter drilled shaft caissons. The wall and moment slab are on a straight horizontal alignment. The estimated construction cost is $2.52 million.

Main Street Bridge Over Crystal Lake Overflow, Algonquin: Structural Project Manager responsible for the preparation of Phase II design plans, specifications, and cost estimate for replacing the existing bridge with new bridge and retaining walls. The proposed structure is comprised of two straight 30' span 17" prestressed concrete deck beams with a 5" concrete wearing surface. The substructure is cast in place concrete abutments supported on 30" diameter drilled shafts. The center support is a multi-column pier with web wall supported by 48" drilled shaft foundations. The bridge is 61' long from back of abutment to back of abutment and 60' wide out to out. There are two 12' lanes for traffic and two sidewalks, one 22'-8" wide and one 13'-4" wide. There are three 24' long wingwalls at the NW, SW, and SE corners. Additional superstructure items include decorative railings with architectural pilasters, pergola above the sidewalk sections, and a decorative illuminated archway. Estimated Construction Cost is $2.48 million.

Upper Wacker Drive, CDOT: Structural Project Manager responsible for the preparation of Phase II design plans, specifications, and cost estimate for extending upper Wacker Drive two spans toward east to provide access to the new Wanda Vista Hotel. The existing lower Wacker Drive consists of a continuous 48" steel plate girders supported on structural steel support bents. The bridge was extended approximately 111' to the east (one 50' span and one 61' span) to provide access to the new Wanda Vista Hotel. The new deck will be landscaped with large trees, and traffic lanes will be provided to access the hotel. The proposed structure was designed to support construction material for the hotel construction. The extension required the replacement of two easternmost existing upper spans of reinforced concrete deck (approximately 175' of deck), repairs to the existing steel bents, the addition of two new bents and the installation of micro piles to strengthen the existing foundations. The new superstructure extension consisted of 36x135 wide flange steel beams. Modifications to two steel bents included the installation of new plate girder columns and beams. The structure is approximately 129' wide. The bridge is straight; however, the southernmost beam flares slightly. The bridge is in seismic performance zone 1. The bridge was designed in 2015 and 2016. Construction was performed in 2016 and 2017. The estimated construction cost was $4.6 million.

Balmoral Avenue Underpass, IDOT: Structural Project Manager responsible for the preparation of design plans for construction of a new underpass on new alignment. The underpass will carry traffic from SB Mannheim Rd (US 45) to Balmoral Ave. The project required extensive coordination with FAA as the underpass is located within the flight pattern of two runways that serve O'Hare Airport. Structural improvements included the construction of two new steel plate girder bridges (117' - single span) to carry Mannheim Rd over the underpass, approximately 300' of cantilevered soldier pile retaining walls, approx. 300' of tied back soldier pile retaining walls and approx. 375' of cantilevered concrete retaining walls. The retaining walls varied in height, with a maximum retained height of approx. 20'. The construction cost for this project was $13.5 million.

Balmoral Avenue over I-294, Rosemont: Structural Project Manager. Project consisted of Phase II engineering and development of contract documents for construction of a NB exit ramp from I-294 to Balmoral Ave, reconstruction of the SB entrance ramp and widening of the Balmoral Bridge over I-294. The existing structure was a two span bridge with 102' and 119' spans. The superstructure consisted of an 82'-0" deck supported on eleven 63" Bulb T-Beams. The proposed deck is 94'-7" providing five 12'-0" traffic lanes, a 16'-0" median and a 6'-7" sidewalk. The existing deck was partially removed and widened with three new beams. The substructure members were widened in kind and new retaining walls were constructed in front of the existing ones. This project is part of a larger series of improvements to Balmoral Ave to improve regional access to the Rosemont Convention Center area and O'Hare International Airport. Phase I investigated an ultimate extension of Balmoral Ave west to Bessie Coleman Drive on airport grounds, as well as the impact of future improvements by the Tollway at the major divergence of I-294 and I-190/I-90.

King Arthur Court Bridge over Addison Creek, Northlake: Structural Project Manager responsible for Phase II and Engineering with Phase III assistance for the complete superstructure replacement of the King Arthur Court Bridge. The new structure consisted of two 37' span 17" prestressed concrete deck beams with a 5" concrete wearing surface. The existing substructure was reconstructed to adjust the new road profile and the parapets replaced with a new form liner textured surface and bridge fence railing. Also included was, additional roadway and sidewalk improvements along with channel excavation and rip rap installation in the channel beneath the structure. Since the bridge is the sole entryway into the subdivision, the bridge was completed in two stages with traffic control allowing access at all times.

LeMoyne Street over Addison Creek, Northlake: Structural Project Manager responsible for Phase II Engineering and Phase III assistance for the complete superstructure replacement of the LeMoyne Street Bridge. The existing superstructure was in critical condition and required a 5 ton load posting and the closure of the north half of the structure. The new superstructure consists of a single 56' span 27" prestressed precast concrete deck beams with and HMA wearing surface and waterproofing membrane. Responsibilities included the preparation of design plans, specifications and estimates, completion of a load rating analysis, shop drawing review, responding to requests for information and initial inspection of the new superstructure. The project was completed in 2021.

Barker Avenue Bridge over Salt Creek Superstructure Replacement, Rolling Meadows: Structural Project Engineer. Project included complete superstructure demolition, precast prestressed box beam replacement, concrete wearing surface with sidewalks, form liner stone relief parapets and wingwalls, hand railings, guardrail installation, and landscape restoration. Duties included shop drawing review, coordination with local agency for full road closures, observation and coordination of contractor operations and scheduling QA testing, materials inspection documentation, documentation of quantities using ICORS, preparation of change orders, authorizations, and pay estimates using ICORS.

Stone Bridge Retaining Walls, Lake Bluff: Project Manager responsible for overseeing the design, developing construction plans, coordination with project architect, and QA/QC. New England Builder was developing a site for new housing community. There were several ponds along the proposed roadways retaining walls required to support roadway embankments. Each retaining wall was approx. 55-65' and the height of walls varied from approx. 8' to 18'. There are 3'-1" parapets mounted at the top of the walls and an over look area cantilevered out in the middle of walls. The face of the walls had natural stone veneer supported by the walls and special formliner to give impression of a tunnel. The walls had to be water tight to reduce any possible water loss of the pond. Geotechnical investigation revealed that the underlying soil was very poor material. Shear keys were designed to provide minimum required sliding safety factors. CBBEL provided design plans, specification for the project.

Vale at Flagg Creek Bridge, Willow Springs: Project Manager responsible for overseeing the design, developing construction plans, coordination with Vale Homes LLC, and QA/QC. CBBEL provided design plans, specifications, and cost estimate for widening the existing bridge. The existing bridge was a two span deck bridge, each 45'-0" span, the existing superstructure was narrow and provided only one lane of traffic roadway, and substructure consisted of two pile bent abutments and a pile cap pier supported by concrete piles. Soil investigation indicated that natural bedrock elevation was close to bottom of river bed. The substructure was widened and supported by new H piles. The new deck provided two lanes of traffic with custom made railing and architectural masonry light pole pedestals were built at each corner of the pier and abutments.

Naperville Riverwalk Renovation: Structural Project Manager. Project involved the design of several hundred feet of tiered retaining walls along the West Branch of the DuPage River in downtown Naperville. The existing walls were removed and replaced with cast in place concrete walls with an architectural facade to resemble natural stone. The improvements included the design of stairs, an ADA compliant ramp, and a circular overlook area at the end of the newly designed park area.

Lincoln Park Zoo, Chicago: Structural Project Manager. The project scope included preparing design plans and specifications for the foundation of the proposed Educational Pavilion, Ticket Kiosk and bathroom. These foundations were built on grade. CBBEL provided design plans and specifications for the on grade boardwalk.

Washington Park, Downers Grove: Structural Project Manager. Project included several long walls to function and provide seating in the fields, stairways, floodwall, and foundation for other structures. The walls had a special form liner, selected by the Park District, to have esthetically pleasing look. Project required extensive coordination and special details because of its complicated geometry. CBBEL prepared plans, specifications, and cost estimate.

Keith Nelson
Phone: 517-321-1692
Fax: 517-321-4405

Professional Experience

Position: President January 1995 - Present

Nelson Tank Engineering & Consulting, Inc.

Lansing, Michigan 48906

Responsible for all business operations of consulting engineering firm specializing in industrial coatings, tank inspections and corrosion prevention. The services provided include structural evaluations, corrosion surveys, specifications, project management, resident inspection and cost estimating. Services are offered to Municipalities, Transportation Authorities, Industrial and Manufacturing plants, Developers and other Design Engineers.

Position: Vice President August 1992 - December 1994

Dixon Engineering, Inc.

Lake Odessa, Michigan 48849

Supervised operations and staff of 15-member consulting engineering firm that specialized in inspection and management of industrial coating projects for municipal and industrial clients. Prepared engineering and consultation proposals to existing and potential clients.

Position: Project Manager April 1989 - July 1992

Managed coating and weld inspectors for construction and industrial painting projects. Prepared technical specifications and contract documents for industrial coating projects. Prepared reports for structural evaluations of water storage tanks and corrosion surveys for water and wastewater treatment plants.

Position: Staff Engineer March 1984 - March 1989

Provided resident inspection and supervised contractors on maintenance, painting and construction of water storage tanks. Prepared daily reports describing progress and compliance with contract documents. Assisted lead engineer during structural inspections and corrosion surveys.

Highlights

Performed over 500 structural, maintenance and warranty inspections of elevated and ground storage tanks ranging from 5000 to 10,000,000 gallons.

Project manager for over 400 construction, rehabilitation or lead abatement projects including tanks, clarifiers, bridges and miscellaneous steel structures.

Provided design consultation, specification and plan review for over 25 civil engineering design consultants for industrial coatings, tank construction and rehabilitation.

Education

B.S. - Michigan State University, East Lansing, MI

Date: March 1983

Major: Civil Engineering

Concentration: Structural Engineering, Hydraulics

Professional Affiliations

American Civil Engineering Council - Served on Michigan Financial Management Committee

Steel Structures Painting Council - Served on several surface preparation committees

American Water Works Association - Member of Michigan & Indiana Sections

Michigan Rural Water Association - Member of Michigan Section

National Association of Corrosion Engineers - Member

American Welding Society - Member

Licenses and Certificates:

PE Michigan

PE Indiana

PE Ohio

PE Illinois

PE Wisconsin

National Association of Corrosion Engineers: Coating Inspection Technician #12800

AWS Certified Weld Inspector #04040111

Ray Otberg
Phone: 517-321-1692
Fax: 517-321-4405

Professional Experience

Position: Inspection Division Manager October 2003 - Present

Nelson Tank Engineering & Consulting, Inc.

Lansing, Michigan 48906

Provide resident inspection on maintenance, painting and construction of water storage tanks. Prepared daily reports describing progress and compliance with contract documents. Resident inspection included full containment and lead abatement projects. Assisted lead engineer during structural inspections and corrosion surveys.

Performed testing that includes the following:

- Dry film thickness testing per SSPC-PA2
- Ambient air monitoring
- Low voltage holiday testing
- Surface preparation inspection to SSPC Standards
- Surface profile measurement

Assisted in preparation of engineering and consultation proposals to existing and potential clients. Prepared marketing materials and provided data entry to master files.

Highlights

Assisted on over 150 structural, maintenance and warranty inspections of elevated and ground storage tanks ranging from 5000 to 10,000,000 gallons.

Project Inspector for over 60 construction, rehabilitation or lead abatement projects including tanks, clarifiers, bridges and miscellaneous steel structures ranging from 5,000 to 2,000,000 gallons.

Organizations

National Association of Corrosion Engineers: Member

American Welding Society - Member

Training

Confined space entry

Fall protection

Respirator protection

Hazard Communication

Certifications

National Association of Corrosion Engineers: Coating Inspection Technician #10325

Steve Kwart
Phone: 517-321-1692
Fax: 517-321-4405

Professional Experience

Position: Inspector April 2009—Present

Nelson Tank Engineering & Consulting, Inc.

Lansing, Michigan 48906

Provide resident inspection on maintenance, painting and construction of water storage tanks. Prepared daily reports describing progress and compliance with contract documents. Assisted lead engineer during structural inspections and corrosion surveys.

Performed testing that includes the following:

- Dry film thickness testing per SSPC-PA2
- Ambient air monitoring
- Low voltage holiday testing
- Surface preparation inspection to SSPC Standards
- Surface profile measurement

Highlights

Project Inspector for total rehabilitation projects on elevated and ground storage tanks ranging from 100,000 to 1,000,000 gallons.

Training

Completed 80 hours of NTEC in-house training based on NACE instructional CD's

Confined space entry

Fall protection

Respirator protection

Hazard Communication

Certifications

National Association of Corrosion Engineers: Coating Inspection Technician #31700.

Jim Gardner
Phone: 517-321-1692
Fax: 517-321-4405

Professional Experience

Position: Inspector May 2012—Present

Nelson Tank Engineering & Consulting, Inc.

Lansing, Michigan 48906

Provide resident inspection on maintenance, painting and construction of water storage tanks. Prepared daily reports describing progress and compliance with contract documents. Assisted lead engineer during structural inspections and corrosion surveys.

Performed testing that includes the following:

- Dry film thickness testing per SSPC-PA2
- Ambient air monitoring
- Low voltage holiday testing
- Surface preparation inspection to SSPC Standards
- Surface profile measurement

Highlights

Project Inspector for total rehabilitation projects on elevated and ground storage tanks ranging from 100,000 to 1,000,000 gallons.

Training

Completed 80 hours of NTEC in-house training based on NACE instructional CD's

Confined space entry

Fall protection

Respirator protection

Hazard Communication

Matt Olberg
Phone: 517-321-1692
Fax: 517-321-4405

Professional Experience

Position: Inspector April 2015—Present

Nelson Tank Engineering & Consulting, Inc.

Lansing, Michigan 48906

Provide resident inspection on maintenance, painting and construction of water storage tanks. Prepared daily reports describing progress and compliance with contract documents. Assisted lead engineer during structural inspections and corrosion surveys.

Performed testing that includes the following:

- Dry film thickness testing per SSPC-PA2
- Ambient air monitoring
- Low voltage holiday testing
- Surface preparation inspection to SSPC Standards
- Surface profile measurement

Highlights

Project Inspector for total rehabilitation projects on elevated and ground storage tanks ranging from 100,000 to 1,000,000 gallons.

Training

Completed 80 hours of NTEC in-house training based on NACE instructional CD's

Confined space entry

Fall protection

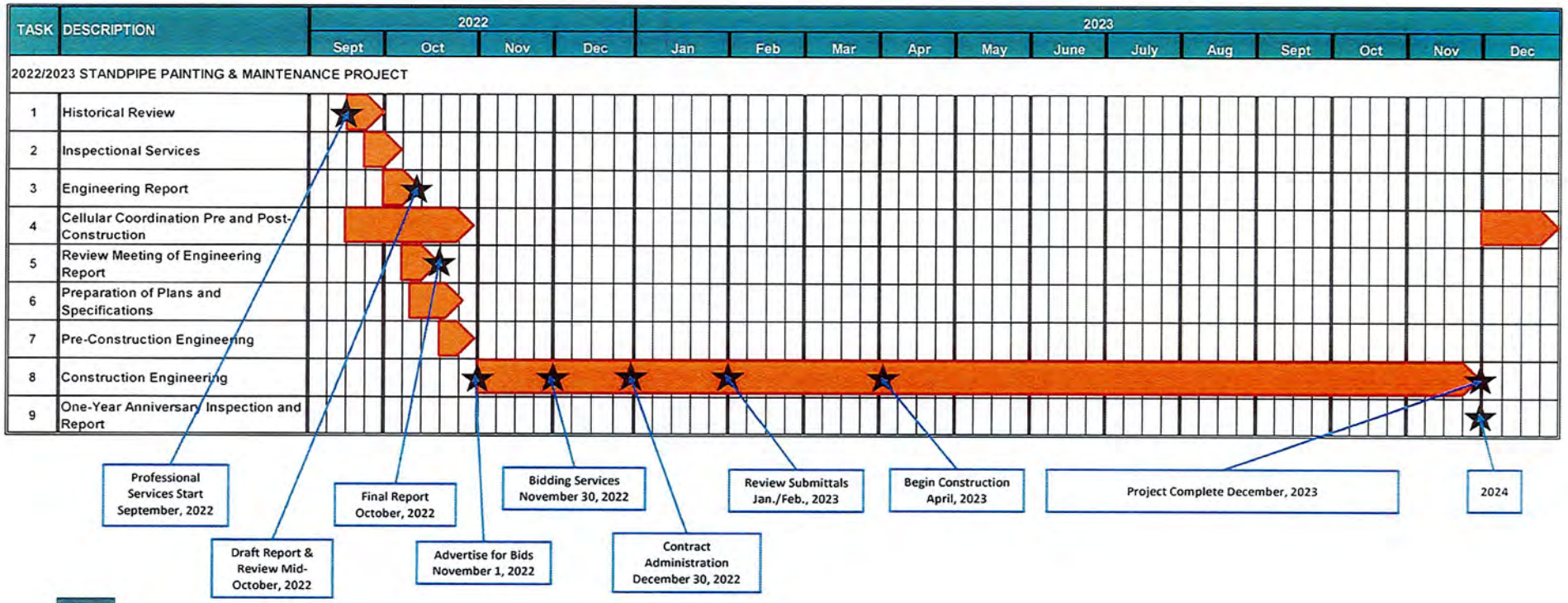
Respirator protection

Hazard Communication

PROJECT SCHEDULE

2022/2023 STANDPIPE PAINTING & MAINTENANCE PROJECT

VILLAGE OF HINSDALE



Christopher B. Burke Engineering, Ltd.

OVERALL NOT-TO-EXCEED COST

TASK	HOURS	COST
1 Historical Review	20	$3,220
2 Inspectional Services	45.5 (NTEC) & 8	$4,550 (NTEC) & $1,288
3 Engineering Report	32	$5,152
4 Cellular Coordination Pre and Post-Construction	80	$12,880
5 Review of Engineering Report	16	$2,576
6 Preparation of Plans and Specifications	60	$9,660
7 Pre-Construction Engineering Services	20	$3,220
8 Construction Engineering Services	224 (NTEC) & 216	$22,400 (NTEC) & $30,456
9 One Year Anniversary Inspection & Report	45 (NTEC)	$4,500
Not-To-Exceed Total Cost	**766.5**	**$99,902**



Water/Sewer

Special Projects	2022	2023
Repaint Standpipe Exterior, Interior, and Engineering	75,000 Engineering	1,025,000 Painting



Hinsdale Standpipe

Original Purchase Date

1956

Project Description & Justification

The Hinsdale Standpipe was constructed in 1956 by Chicago Bridge and Iron and is located adjacent to Hinsdale Central High School. The Standpipe is a critical piece of infrastructure that serves as water storage, a system pressure fluctuation control, fire protection provider, and the SCADA system catalyst. Periodic maintenance of this structure is very important to ensure structural integrity and appearance to provide potable water to the community.

The Hinsdale Standpipe was last painted in 2003, drained and inspected in 2010, and inspected with the use of divers in 2013. The 2010 and 2013 inspection indicated that the standpipe would not need to be recoated for eight to ten years. The engineer's estimate for this project was obtained from Tank Industry Consultants Inc., a firm that has extensive knowledge pertaining to the Hinsdale Standpipe and has previously performed work on the Standpipe. Public Services would like to reinspect the Standpipe in 2022 and start the Engineering process for the work to be done in 2023. This will ensure that we have a well prepared set of specifications and bidding documents in preparation for a project that is very time sensitive.

Project Update

The repainting of standpipe's exterior and interior have both been deferred one year back since the previous CIP budget. Public Services would prefer to hire a contractor to inspect the interior and exterior condition of the standpipe in 2022. The inspection of the standpipe will provide staff with a report of the condition, and provide an accurate cost estimate for these projects. Once the report is finished, Public Services would also prefer to start the Engineering for the project in 2022 to ensure we take the most cost-effective approach to maintaining our only Standpipe.

Project Alternative

If the painting is not performed, the painted areas will deteriorate at a faster rate and structural problems, including rusting and leaking, will develop, increasing replacement costs in the future.

VILLAGE OF Hinsdale Est. 1873

AGENDA ITEM # 8d

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION:	First Read - EPS
SUBJECT:	Repairs to Wooden Columns at the Memorial Building
MEETING DATE:	**June 14, 2022**
FROM:	George Peluso, Director of Public Services Garrett Hummel, Management Analyst

Recommended Motion

Approve the proposal from Janik Custom Millwork for the Memorial Building Wooden Column Restoration Project in the amount of $43,200.

Background

The south facing entrance to Memorial Hall has 4 large wooden columns. These columns are load bearing and are required to ensure the stability of the building. In 2017, the Village contracted with Janik Custom Millwork to have one column repaired. The 3 remaining columns had not deteriorated as quickly at that time. After monitoring the condition of the columns, Village maintenance staff recommended the remaining 3 column repairs be included in the CY2022 CIP.

Discussion & Recommendation

Public Services sought proposals from woodworking companies to complete the required repairs. Their proposals are listed in the table below:

Vendor	Proposal	Over Budget
Janik Custom Millwork	$43,200	$8,200
Lord Construction	$46,370	$11,370
NightHawk Woodworks	$47,520	$12,520

The lowest proposal was submitted by Janik Custom Millwork in the amount of $43,200. The proposed work includes the replacement of the 3 column bases and corresponding painting. In addition, repair work will be done on the shaft of the existing columns. The Village contracted with Janik Custom Millwork on the previous Memorial Hall column restoration as well as other Village projects. Staff has been pleased with their work on prior Village projects.

Budget Impact

Included in the CY2022 CIP Budget (4400-7909) is $35,000 for the Memorial Hall column repairs. Janik Custom Millwork's proposal of $43,200 is $8,200 over budget.

Despite the proposal being over-budget, Staff recommends accepting the proposal by Janik Custom Millwork for the repairs because the wooden columns are load bearing and are supporting the weight of the south overhang portico without any steel support inside the column. In addition, with the Village's upcoming 150th Anniversary celebration scheduled for next year at Memorial Hall, there will be very little time to complete the needed repairs in 2023 prior to the anniversary events.

Considering the Village's prior experience working with Janik Custom Millwork and the importance and timing of the repairs, Public Services staff recommends accepting Janik Custom Millwork's proposal.

Village Board and/or Committee Action

n/a

Documents Attached

1. Janik Custom Millwork Proposal
2. CIP Project Page

JANIK CUSTOM MILLWORK

6017 S. Lenzi
Hodgkins, Illinois 60525
708/482-4844 Fax 708/482-4850

Attention: Jim @ Village of Hinsdale

Proposal:

To replace 3 column bases at the memorial building of Hinsdale. These will be made from African Mahogany with 2 coats clear epoxy (rot preventer), 2 coats of oil-based primer, and 2 finish coats of Duration by Sherwin Williams. This includes installation and some repair work on shaft of existing column.

$14,400 each

Total: $43,200

Thanks,

Ed Janik

Public Services

Buildings 2022

Repairs to Memorial Building Wooden Columns (3) $35,000



Memorial Building Wooden

Original Purchase Date

N/A

Project Description & Justification

The Memorial Hall Columns on the south end require repair as they are deteriorating. In 2017, one column was repaired, three other columns require repair. These repairs are required to ensure the stability of the structure.

Project Update

Public Services Maintenance staff recommends accelerating this project from 2025 to 2022. Staff also adjusted the estimated cost from $26,000 to $35,000 due to price increases in materials.

Project Alternative

The alternative is to delay the project and reschedule the project during later years.

VILLAGE OF Hinsdale Est. 1873

AGENDA ITEM # 8E

REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION:	First Reading - ZPS
SUBJECT:	Consideration of a Request for Variation-307 S. Lincoln Street
MEETING DATE:	June 14, 2022
FROM:	Robert McGinnis, Director of Community Development/Building Commissioner

Recommended Motion

Approve an Ordinance Approving a Floor Area Ratio Variation at 307 S. Lincoln Street, Hinsdale, Illinois- ZBA Case Number V-02-22.

Background

In this application for variation, the applicant requests relief from the Floor Area Ratio requirements set forth in section 3-110(E)(3) in order to add a second floor bedroom to the home. The specific request is for an increase of 354 square feet.

Discussion & Recommendation

Following a public hearing held on April 20, 2022, the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") recommended approval of the Requested Variation on a vote of six (6) in favor and one (0) opposed, with zero (0) members absent.

Budget Impact

N/A

Village Board and/or Committee Action

N/A

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 307 S. LINCOLN STREET, HINSDALE, ILLINOIS – CASE NUMBER V-02-22

WHEREAS, the Village of Hinsdale has received an application (the "Application") from Nathan and Natalie Saegesser (collectively, the "Applicant"), seeking a variation from the Hinsdale Zoning Code (the "Zoning Code") for property located at 307 S. Lincoln Street (the "Property"), located in the R-4 Residential 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 3-110(E)(3) of the Zoning Code in order to add a second floor bedroom to the home (the "Requested Variation"). The Property is a conforming lot approximately 132' x 166.5' for approximately 21,780 square feet of lot area. The specific request is for 354 square feet of relief, an approximate increase of 0.6%; and

WHEREAS, on April 20, 2022, 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; and

WHEREAS, the Zoning Board of Appeals has filed its report of Findings and Recommendation regarding the Requested Variation in Case Number V-02-22 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(F) 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 3-110(E)(3) of the Zoning Code to allow for 354 square feet of relief from the floor area ratio (FAR) requirements in order to add a second floor bedroom to the home located at 307 S. Lincoln Street in the R-4 Residential 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 _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____ 2022 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

LOTS 2 AND 3 IN BLOCK 9 IN TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST QUARTER (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1866, AS DOCUMENT NUMBER 7738, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: **307 S. Lincoln Street, Hinsdale, Illinois**
PINS: **09-12-124-001**

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-02-22

PETITIONER: Nathan and Natalie Saegesser.

APPLICATION: For a Variation from the floor area ratio requirements set forth in Section 3-110(E)(3) of the Zoning Code of the Village of Hinsdale ("Zoning Code"), in order to add a second floor bedroom to an existing residence located at 307 S. Lincoln Street, Hinsdale, Illinois.

MEETING HELD: A Public Hearing was held on Wednesday, April 20, 2022, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on February 24, 2022.

PROPERTY: The subject property is commonly known as 307 S. Lincoln 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 Petitioners Nathan and Natalie Saegesser (collectively, the "Applicant"), beneficiaries of the Property, which is held in trust by Chicago Title Land Trust Company, for a variation from the floor area ratio (FAR) requirements set forth in Section 3-110(E)(3) of the Zoning Code in order to add a second floor bedroom to their home located on the Property (the "Requested Variation").

The Property is a conforming lot located in the R-4 Residential District in the Village of Hinsdale and is located on the southeast corner of Third and Lincoln. The property is approximately 132' x 166.5' for approximately 21,780 square feet of lot area. The maximum permitted Floor Area Ration ("FAR") is approximately 6,356 sf. and the existing FAR is approximately 6,356 sf. The Applicant seeks the Requested Variation to increase the FAR by 354 sf.

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 April 20, 2022, following the conclusion of the public hearing on this matter, the ZBA recommended its approval of the Requested Variation on a unanimous vote of six (6) in

favor and zero (0) opposed, and directed the preparation of this Findings and Recommendation.

PUBLIC HEARING: At the public hearing on the Requested Variation, Owner's representative Scott Day testified on behalf of the Applicants. He explained the history of the historic home and described the proposed second floor addition. Mr. Day addressed the issue of hardship in this matter. He noted the confined established size of the lot, the large existing house on the large lot, additions to the house done by previous generations, and how despite the changes over the years, the existing three-bedroom configuration that does not really work in a modern home remains. He noted the hardship is related to the configuration of the interior of the home and what has already been constructed on the lot. He also noted that they were trying to preserve the existing historic structure through the variation process as opposed to tearing down a portion of the home in order to build the second story room addition and still meet FAR. Mr. Day then addressed the remaining standards for receiving a variation and how, in the opinion of the Applicants, the standards had been met. Mr. Day and the project architect answered questions from the ZBA members.

No comments were received from neighbors. 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 Variation was closed.

Members then discussed the Requested Variation and agreed that the standards for variations set forth in 11-503(F) of the Hinsdale Zoning Code had been met. A motion to approve the Requested Variation was made by Member Podliska and seconded by Member Moberly.

AYES:	Members Moberly, Murphy, Podliska, Giltner, Lee and Chairman Neiman
NAYS:	None
ABSENT:	None

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 historic home and coach house that date back to the 1890s. Despite the large size of the lot and home, and previous additions, the second floor has only three (3) bedrooms, and the configuration of the bedrooms is not consistent with the size of the home and modern standards. The Applicants are seeking this minor variation in lieu of having to demolish a portion of the home to achieve the required FAR.

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 instead driven by the long-existing residence on the Property, the original design and configuration of the home, and the manner in which additions were built through the years. The Requested Variation is necessary in order to preserve the historic residence in such a way that it has a livable floor plan consistent with modern standards. 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.* 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, 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 Variation is not sought to make more money from use of the Property, but is instead sought in order to provide a family-friendly cluster of bedrooms consistent with modern living in a way that preserves the existing exterior architecture of the residence and coach house. The ZBA finds this standard to have been met.

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 Variation is consistent with the existing use and the Village's interest in preserving existing historical residences. 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 residence on the Property is long-existing. The granting of the Requested Variation will allow an improvement to occur at the Property in a way that creates a more modern livable space inside, while preserving the existing exterior architecture of the historic residence and coach house. The Requested Variation will not affect the neighbors, or endanger the public health or safety.

8. *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.* The ZBA finds this standard to have been met.

RECOMMENDATION:

Based on the Findings set forth above, the ZBA, by a unanimous vote of six (6) in favor and zero (0) opposed, recommends to the President and Board of Trustees that the Requested Variation, as described in the Application, a copy of which is attached hereto as Exhibit B and made a part hereof, relative to the FAR requirements set forth in Section 3-110(E)(3) of the Zoning Code, in order to add a second floor bedroom to a home located in the R-4 Residence Zoning District on the Property at 317 S. Lincoln Street, be GRANTED:

- **A 354 square foot Variation from the FAR requirements set forth in Section 3-110(E)(3) of the Zoning Code.**

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

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOTS 2 AND 3 IN BLOCK 9 IN TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST QUARTER (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1866, AS DOCUMENT NUMBER 7738, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 307 S. Lincoln Street, Hinsdale, Illinois
PINS: 09-12-124-001

EXHIBIT B

APPLICATION FOR VARIATION

(ATTACHED)

VILLAGE OF Hinsdale

Est. 1873

19 E. Chicago Avenue, Hinsdale, IL 60521

APPLICATION FOR VARIATION

COMPLETE APPLICATION CONSISTS OF (10) COPIES
(All materials to be collated)

FILING FEE: $850.00

Name of Applicant(s): Nathan Saegesser and Natalie Saegesser

Address of Subject Property: 307 South Lincoln Street, Hinsdale, Illinois 60521

If Applicant is not property owner, Applicant's relationship to property owner:

_____

FOR OFFICE USE ONLY

Date Received: 3/9/22 CB **Zoning Calendar No.** V-02-22

PAYMENT INFORMATION: Check #_____ Check Amount $_____

DR 03-07-22 10:30 AM

SECTION 1- NAME & CONTACT INFORMATION

1. **Owner**. Name, mailing address, telephone number and email address of owner:

Name: Chicago Title Land Trust Company, as Trustee under Trust Agreement dated June 22, 2011 and known as Trust Number 8002357262
Address: 307 South Lincoln Street, Hinsdale, Illinois 60521
Telephone: [redacted] email: [redacted]

2. **Applicant.** Name, address, telephone number and email address of applicant, if different from owner:

Name: Nathan Saegesser and Natalie Saegesser
Address: 307 South Lincoln Street, Hinsdale, Illinois 60521
Telephone: [redacted] email: [redacted]

3. **Consultants**. Name and contact information (phone or email) of each professional consultant advising applicant with respect to this application:

   a. Attorney: Scott M. Day, Day & Robert, P.C. (smd@drm.law)
   b. Engineer: _____
   c. Architect: Bruce George, Charles Vincent George Architects
      bgeorge@cvgarchitects.com
   d. Contractor: Dave Knecht, Dave Knecht Homes, LLC daveknechthomes@gmail.com
   e. Other: _____

4. **Trustee Disclosure**. In the case of a land trust provide the name, address, telephone number and email address of all trustees and beneficiaries of the trust:

Name: Nathan Saegesser and Natalie Saegesser (beneficiaries)
Address: 307 South Lincoln Street, Hinsdale, Illinois 60521
Telephone [redacted] email [redacted]

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:

   a. _____
   b. _____

SECTION 2- REQUIRED DOCUMENTATION

1. **Subject Property**. Address, PIN Number, and legal description of the subject Property, use separate sheet for legal description, if necessary.

   PIN Number: 09-12-124-001

   Address: 307 South Lincoln Street, Hinsdale, Illinois 60521

   Legal Description:

   Lots 2 and 3 in Block 9 in Town of Hinsdale, being a Subdivision of the Northwest Quarter (except railroad lands) of Section 12, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 14, 1866 as Document Number 7738, in DuPage County, Illinois.

2. **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 attached Warranty Deed dated February 7, 2020 and recorded March 2, 2020 under Document No. R2020-020768.

3. **Neighboring Owners**. 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.
   (Note: 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.)

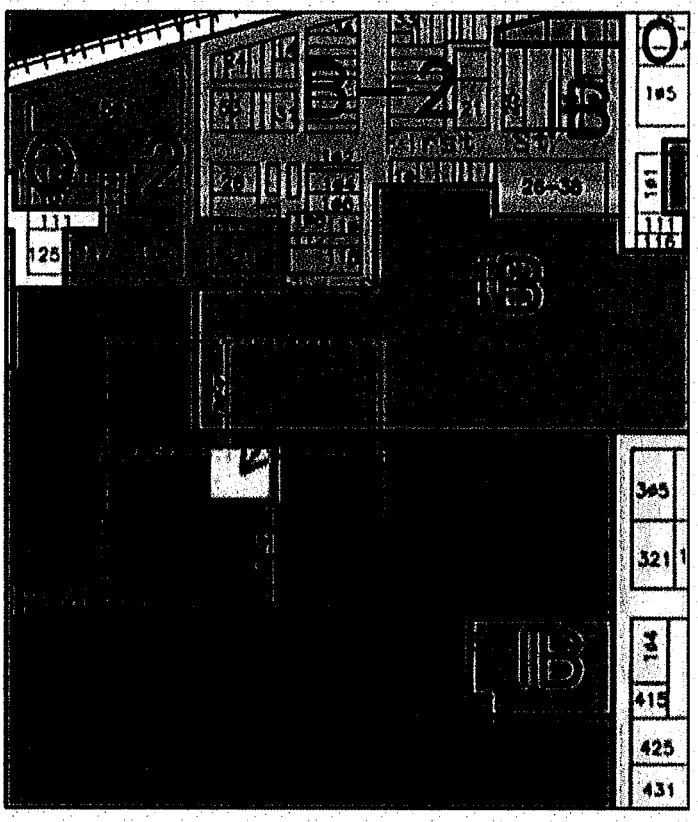
   See attached list.

4. **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.

   See attached Survey (Site Plan).

5. **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.

   The existing Subject property is a single-family detached residence in the R-4 zoning district.



6. **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 Subject Property would remain a single-family residence with no proposed usage change. The proposed addition to the residence is planned to conform with the existing style and conform to the architectural details of the existing residence.

7. **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. *(Section 4 of this application)*

   See Section 4 below.

8. **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.

To owners' knowledge, there has been no application for variation for this relief in the last two years.

SECTION 3- ZONING RELIEF REQUESTED

1. **Ordinance Provision**. The specific provisions of the Zoning Ordinance from which a variation is sought: *(Attach separate sheet if additional space is needed.)*

   Section 3-110 Bulk, Space and Yard Requirement

   FAR calculation of .2 plus 2,000 square feet of gross floor area

2. **Variation Sought**. The precise variation being sought, the purpose therefore, 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.)*

   To increase existing FAR from (22,026.53 x .20) + 2,000) = 6,405.306 to 6,900 square feet (permitted = 6,405.306)

3. **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.)*

   Minimum required FAR from 6,405.306 to 6,900 square feet (rounded to an even 100 square feet) (increase of 494 square feet)

SECTION 4- STANDARDS FOR VARIATION
AS SET FORTH IN SECTION 11-503(F)
(Fence Applications – Section 5)

Provide an explanation of the characteristics of the Subject Property that prevent compliance with the provisions of the Zoning Ordinance, and the specific facts you believe support the granting of the requested variation(s). In addition to your general explanation, you must specifically address each of the following conditions required for approval by the Zoning Board of Appeals. Attach a separate sheet of paper to your application marked Section 4 – Standards for Variation.

(a) **Unique Physical Condition**. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.

Applicant's Response:

Applicant's home is a unique historic residence (so designated by Historic Certification Consultants for the Village of Hinsdale in 2001) first occupied in 1894, just one year following the Columbia Exposition in the City of Chicago. This historic residence has enjoyed a long history of multiple owners making updates, re-siding, window and door replacements, and additions while maintaining a high degree of fidelity to the colonial revival historic architecture. Unfortunately, the original design provided for just three bedrooms on the second floor (primary family sleeping floor cluster excludes compromised rooms built out in the attic and a full in-law suite built over the garage). This original 1894 sleeping configuration has not changed. To achieve a conventional four-bedroom cluster arrangement, yet maintain fidelity to the historic architecture, an addition of roughly 500 square feet is necessary. (See drawings attached to this Application for Variation). But completing this addition to the second floor will push the square footage over the FAR limitation.

(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.

Applicant's Response:

The unfortunate impact of the Village R-4 FAR limitation upon efforts to convert old historic architecturally significant homes to floor plates that dovetail with current life style is well known within Hinsdale. Current efforts undertaken by the Village planning propose elimination of the FAR restriction to induce owners of historic structures to reinvest while preserving the architecture for continued community aesthetic enjoyment. Much earlier expansion of this home has left the structure at the old FAR cap, without solving the odd three-bedroom limitation on the second floor.

(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.

Applicant's Response:

Lacking additional FAR through variance, the only means of achieving a four-bedroom sleeping floor cluster would be to propose partial demolition. Doing so would be economically unwise, historically counter-productive, or perpetually entomb this location in an outdated floorplan.

(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.

Applicant's Response:

Applicant merely asks permission to create a family friendly four-bedroom second floor sleeping cluster and avoid partial demolition in the name of honoring FAR regulations that are difficult with historic homes.

(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.

Applicant's Response:

Applicant submits that the variation if granted would be in harmony with the longstanding efforts by the Village to preserve and enhance historic homes from the 19th century.

(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.

Applicant's Response:

Applicant submits that the variation if granted would be in harmony with the longstanding efforts by the Village to preserve and enhance historic homes from the 19th century.

(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.

Applicant's Response:

Applicant submits that partial demolition of a historically significant home is the sole alternative to obtaining additional FAR.

SECTION 5- STANDARDS FOR VARIATION – FENCES
AS SET FORTH IN SECTION 9-12-3(J)

You must specifically address each of the following conditions required for approval of a fence by the Zoning Board of Appeals. Attach a separate sheet of paper to your application marked Section 5 – Standards for Variation - Fences.

(a) Applicant is affected by unique circumstances which create a hardship justifying relief.
(b) Will not alter the essential character of the locality.
(c) Will be in harmony with the general purpose and intent of the code.
(d) Will set no unfavorable precedent either to the locality or to the Village as a whole.
(e) Will be the minimum necessary to afford relief to the applicant.
(f) Will not adversely affect the public safety and general welfare.

Applicant Response: No fences are a part of this variation.

SECTION 6- SUBJECT PROPERTY ARCHITECTURAL DRAWINGS/SURVEYS

1. A copy of preliminary architectural and/or surveyor plans showing the floor plans, exterior elevations, and site plan needs to be submitted with each copy of the zoning petitions for the improvements.

2. The architect or land surveyor needs to provide zoning information concerning the existing zoning; for example, building coverage, distance to property lines, and floor area ratio calculations and data on the plans or supplemental documents for the proposed improvements. If applicable, include any grading changes being proposed.

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.

SECTION 7- EXPLANATION OF FEES & APPLICANT SIGNATURE

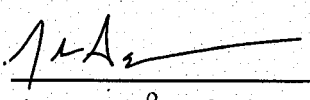
1. **Application Fee and Escrow**. Every application must be accompanied by a non-refundable application fee of $250.00 plus an additional $600.00 initial escrow amount. The applicant must also pay the costs of the court reporter's transcription fees and legal notices for the variation request. A separate invoice will be sent if these expenses are not covered by the escrow that was paid with the original application fees.

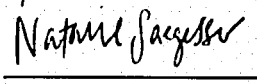
2. **Additional Escrow Requests**. Should the Village Manager at any time determine that the escrow account established in connection with any application is, or is likely to become, insufficient to pay the actual costs of processing such application, the Village Manager shall inform the Applicant of 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 applicant, 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.

By signing below, the owner or their authorized representative, 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 Applicant(s): Nathan Saegesser and Natalie Saegesser

Signature of Applicant: 

Signature of Applicant: 

Date: March 7, 2022

ADDENDUM – RULES FOR WRITTEN SUBMISSIONS AND ORAL ARGUMENT

The Hinsdale Zoning Board of Appeals (ZBA) unanimously approved and adopted the following rules governing written submissions and oral arguments on November 15, 2017:

1. No party is required to submit legal briefs or letters to the ZBA in support of any zoning appeal or variance request. The only documents that any appellant or zoning variance applicant must submit are the appeal forms and/or variance request forms and accompanying materials already required under the Hinsdale Zoning Code. The party that filed the appeal or the variance request need not retain counsel to represent them, but they may do so if they wish.

2. If any party wishes to submit a separate legal brief or letter detailing the reasons why the ZBA should grant such appeal or variance request, then such party shall deliver to the Zoning Board of Appeals at Hinsdale Village Hall, 19 E. Chicago Avenue, ten (10) signed copies of such briefs or letters at least 14 days before the ZBA meeting when the ZBA will hold the hearing, the appeal, or the variance application.

3. Within seven days thereafter, the Village of Hinsdale may, but is not required, to file a brief or letter in response to any brief or letter that any other party has filed. Any such letter or brief that the Village may file in response shall conform to all of the requirements established in these rules.

4. Any brief or letter submitted in support of or in response to any such letter or brief must be on 8-1/2" by 11" paper. The text must be double-spaced, but quotations more than two lines long may be indented and single-spaced. The type face must be 14-point type or larger. A one-inch margin is required at the top, bottom, and each side of each page. Each page must have a page number at the bottom.

5. No such briefs or letters shall exceed 12 pages unless the ZBA grants a party's request for an extension of that page limit. Footnotes are discouraged.

6. If any such letter or brief cites to any legal authority, then the letter or brief must contain an index indicating each page number of the letter or brief which cites to that legal authority.

7. If any such brief or letter refers to any other documents, then all such documents must be attached as exhibits. Every such exhibit attached to the brief or letter must be identified with an exhibit number, and must be preceded by a numbered tab corresponding with the exhibit number that protrudes on the right-hand side of such brief or letter. All such exhibits must be legible.

8. Any such brief or letter containing less than 20 pages of text and exhibits combined must be firmly stapled in the upper left-hand corner of the brief or letter. Briefs or letters that contain more than 20 pages of combined text and exhibits must be spiral bound on the left-hand side in a manner that does not interfere with the legibility of any such text or exhibits.

9. If any such brief or letter cites any code section, ordinance, statute, or court decision, then such legal authority must be attached in its entirety as an exhibit to the brief or letter, and the exhibit number must be included in the index required under paragraph 6.

10. The ZBA will not consider briefs or letters that do not meet all of these requirements.

11. At the hearing on any such appeal or variance request, the party that filed the appeal or the variance request has a maximum of 15 minutes to present their initial arguments regarding why the ZBA should grant such appeal or variance request; the Village may then have a maximum of 15 minutes to respond; and the party that filed the appeal or variance request may then have five minutes to reply. These time limits may be extended by a maximum of five minutes per side in the ZBA's discretion. These time limits apply only to oral argument by a party to the ZBA regarding whether the facts support a conclusion that the ZBA should grant the appeal or variance request under the applicable zoning standards, but not to any witness testimony that any party may wish to present.

12. Any non-party to any such appeal or variance request who wishes to address the ZBA at the hearing on any such appeal or variance request, may have a maximum of five minutes to address the ZBA regarding whether the ZBA should grant the appeal or variance request.

Adopted by the Zoning Board of Appeals on November 15, 2017.

FD 19-1632

1 of 1

WARRANTY DEED
ILLINOIS STATUTORY

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
03/02/2020 11:59 AM
RHSP
COUNTY TAX STAMP FEE 1,250.00
STATE TAX STAMP FEE 2,500.00

DOCUMENT # R2020-020768

Mail To:

THOMAS J. Anselmo

1771 W. Diehl #120

Naperville, IL 60563

Name & Address of Taxpayer:

Chicago Title Land Trust Company, as Trustee under Trust Agreement dated June 22, 2011 and known as Trust Number 8002357262

307 S. Lincoln Street

Hinsdale, IL, 60521

THE GRANTOR(S) William Scott Matzelle and Gretchen Matzelle, husband and wife, of 6101 51st St. S., St. Petersburg, State of Florida, 33715, for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) Chicago Title Land Trust Company, as Trustee under Trust Agreement dated June 22, 2011 and known as Trust Number 8002357262

(BUYER'S ATTORNEY OR BUYER: CHECK APPLICABLE AND STRIKE ALL OTHERS)

_____ **Individually**

_____ **as Tenants in Common**

_____ **as Joint Tenants**

_____ **not as joint tenants, nor tenants in common, but as Tenants by the Entirety**

Whose address is 332 The Lane, Hinsdale, IL 60521, all interest in the following described Real Estate situated in the County of DuPage, in the State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

SUBJECT TO: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

Permanent Real Estate Index Number: 09-12-124-001

Address of Real Estate: 307 S. Lincoln Street, Hinsdale, IL, 60521

Dated this 7th day of February, 20 20.

William Scott Matzelle

Gretchen Matzelle

STATE OF Florida, COUNTY OF Pinellas ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT **William Scott Matzelle,** personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/ their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 7th day of Feb, 20 20.

JASMINE WINNIER
MY COMMISSION #GG940176
EXPIRES: DEC 16, 2023
Bonded through 1st State Insurance

(Notary Public)

STATE OF Florida, COUNTY OF Pinellas ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT **Gretchen Matzelle,** personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/ their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 7th day of Feb, 20 20.

JASMINE WINNIER
MY COMMISSION #GG940176
EXPIRES: DEC 16, 2023
Bonded through 1st State Insurance

(Notary Public)

Prepared by: *Hawbecker and Garver, LLC, 26 Blaine Street, Hinsdale, IL 60521*

Exhibit A

Lots 2 and 3 in Block 9 in Town of Hinsdale, being a Subdivision of the Northwest 1/4 (except railroad lands) of Section 12, Township 38 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded August 14, 1866 as Document Number 7738, in DuPage County, Illinois.

Saegesser Application for Variation
307 South Lincoln Street
Hinsdale, Illinois 60521

Section 2 Required Documentation

3. Neighboring owners
   - 210 South Lincoln Street, Hinsdale, IL 60521
     Owners: Tschosik, Patrick & E
   - 218 South Lincoln Street, Hinsdale, IL 60521
     Owners: Hutchins, Samantha & R
   - 304 South Lincoln Street, Hinsdale, IL 60521
     Owners: Peterchak, J & J Picerne
   - 314 South Lincoln Street, Hinsdale, IL 60521
     Owners: Abdo, Elizabeth
   - 318 South Lincoln Street, Hinsdale, IL 60521
     Owners: First American Bank FN 10118816
   - 324 South Lincoln Street, Hinsdale, IL 60521
     Owners: Davis, Ernest M. & Elaine
   - 313 South Lincoln Street, Hinsdale, IL 60521
     Owners: Rhatigan, Hannah & Liam
   - 317 South Lincoln Street, Hinsdale, IL 60521
     Owners: Johnson, Stephen
   - 323 South Lincoln Street, Hinsdale, IL 60521
     Owners: Meyer, Keith & Eileen
   - 304 South Washington Street, Hinsdale, IL 60521
     Owners: Coffey, Thomas & Mary
   - 314 South Washington Street, Hinsdale, IL 60521
     Owners: Dobrez, John & Tammy
   - 318 South Washington Street, Hinsdale, IL 60521
     Owners: Powell Tr., Judith F.

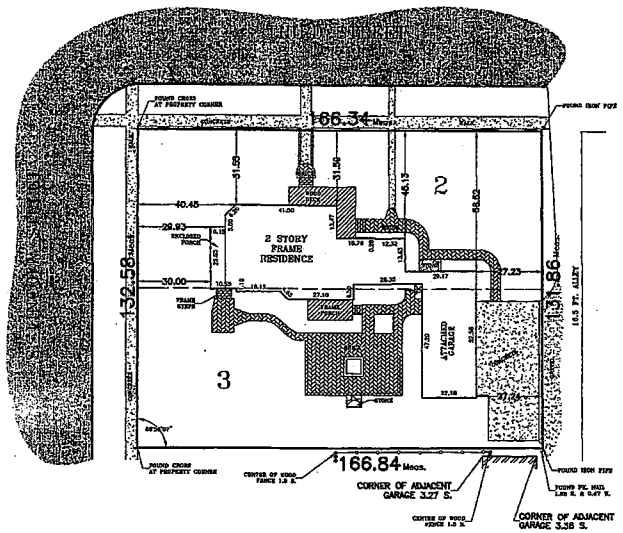
- 100 South Garfield Avenue, Hinsdale, IL 60521
  Owners: School District 181

LEGAL PROPERTY DESCRIPTION:
LOTS 2 AND 3 IN BLOCK 9 IN TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST QUARTER (EXCEPT RAILROAD LANDS) OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1866, AS DOCUMENT NUMBER 7138, IN DUPAGE COUNTY, ILLINOIS

POST OFFICE ADDRESS:
307 SOUTH LINCOLN STREET, HINSDALE, ILLINOIS

north

SCALE: 1"=30'



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SITE PLAN

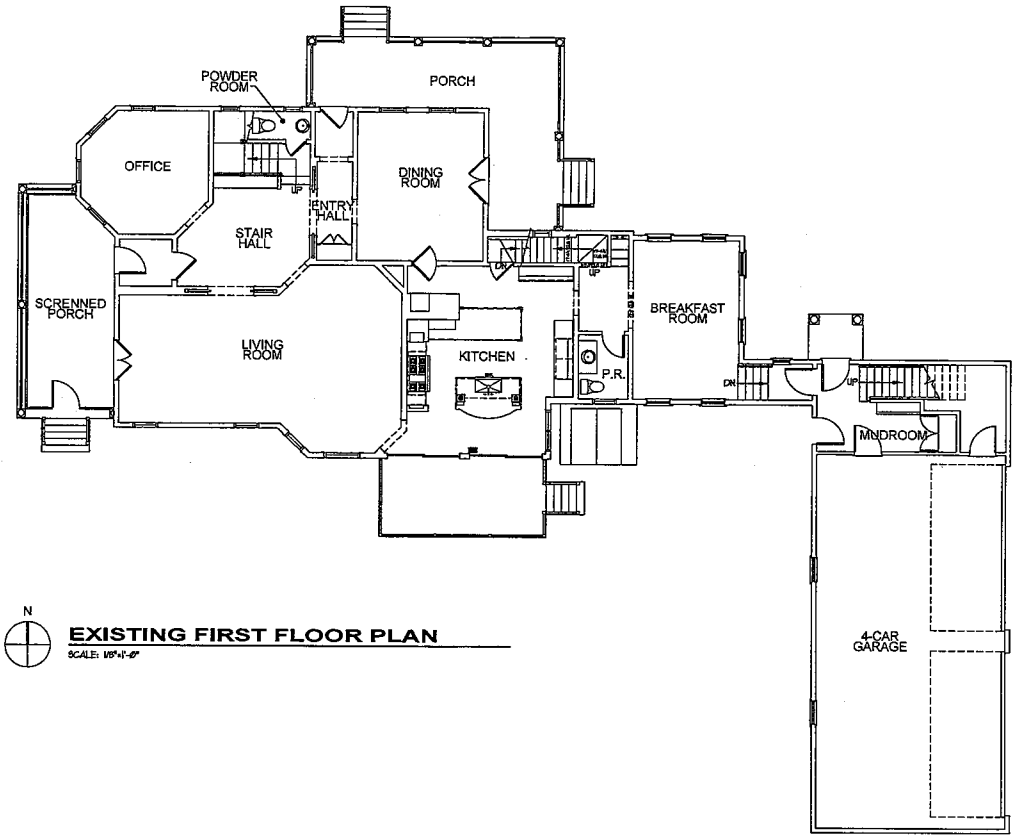
SCALE: 1" = 30'-0"

PROJECT DATA

JURISDICTION:	DUPAGE COUNTY, HINSDALE, ILLINOIS			
ZONING:	R-4			
SITE AREA:	27,016.53 SQFT.			
ALLOWABLE BLDG. COVERAGE:	5,506.63 SQFT.			
ACTUAL BLDG. COVERAGE:		EXTG.	NEW	TOTAL
	FIRST FLOOR:	2,481.93 SQFT.	Ø SQFT.	2,481.93 SQFT.
	PORCHES:	802.81 SQFT.	Ø SQFT.	802.81 SQFT.
	PORCH CREDIT:	-200 SQFT.	N/A	-200 SQFT.
	GARAGE:	913.13 SQFT.	Ø SQFT.	913.13 SQFT.
	GARAGE CREDIT:	Ø SQFT.	N/A	Ø SQFT.
	TOTAL:	3,997.93 SQFT.	Ø SQFT.	3,997.93 SQFT.
ALLOWABLE ACCESSORY USE:	2,202.65 SQFT.			
ACTUAL ACCESSORY USE:	N/A			
ALLOWABLE LOT COVERAGE:	8,103.71 SQFT.			
ACTUAL LOT COVERAGE:		EXTG. 7,885.65 SQFT.	NEW Ø SQFT.	TOTAL 7,885.65 SQFT.
	TOTAL:			7,885.65 SQFT.
ALLOWABLE F.A.R:	6,405.38 SQFT.			
ACTUAL F.A.R.		EXTG.	NEW	TOTAL
	FIRST FLOOR:	2,645 SQFT.	Ø SQFT.	2,645 SQFT.
	SECOND FLOOR:	2,314.68 SQFT.	353.71 SQFT.	3,328.39 SQFT.
	THIRD FLOOR:	N/A SQFT.	N/A SQFT.	Ø SQFT.
	GARAGE:	913.13 SQFT.	Ø SQFT.	913.13 SQFT.
	GARAGE CREDIT:	N/A	N/A	N/A
	TOTAL:	6,532.81 SQFT.	353.71 SQFT.	6,886.58 SQFT.
AVERAGE EXTG. GRADE:	EXTG.			
BUILDING HEIGHT:	NOT TO EXCEED EXTG.			
BUILDING ELEVATION:	NOT TO EXCEED EXTG.			
TYPE OF CONSTRUCTION:	MASONRY / WOOD FRAME			

Saegesser Basement Remodeling
307 S. Lincoln Street - Hinsdale, Illinois
February 18, 2022 | project 2021-134

charles vincent george
ARCHITECTS
1245 E. Diehl Rd. Suite 101 • Naperville, IL 60563
P: 630.357.2023 • F: 630.357.2662



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EXISTING FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"

Saegesser Basement Remodeling
307 S. Lincoln Street - Hinsdale, Illinois
February 18, 2022 | project 2021-134

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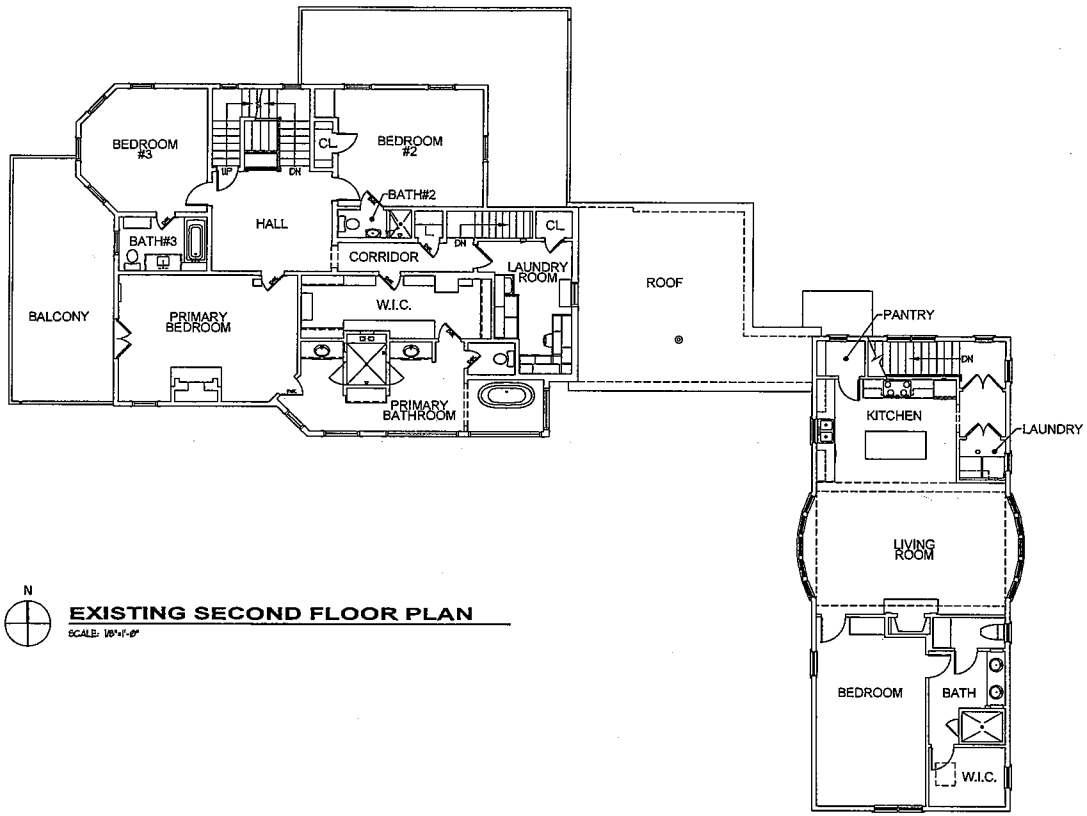

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EXISTING SECOND FLOOR PLAN

SCALE: 1/8"=1'-0"

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February 18, 2022 | project 2021-134

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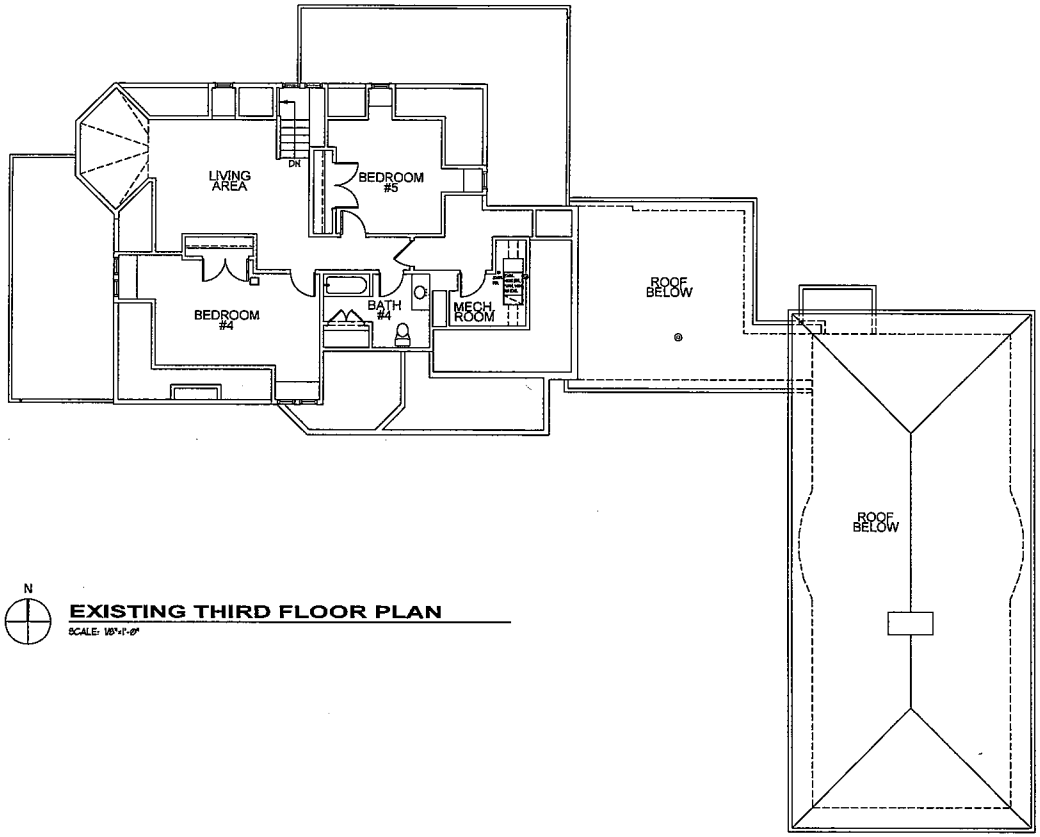

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EXISTING THIRD FLOOR PLAN

SCALE: 1/8"=1'-0"

Saegesser Basement Remodeling
307 S. Lincoln Street - Hinsdale, Illinois
February 18, 2022 | project 2021-134

charles vincent george
ARCHITECTS
1245 E. Diehl Rd. Suite 101 - Naperville, IL 60563
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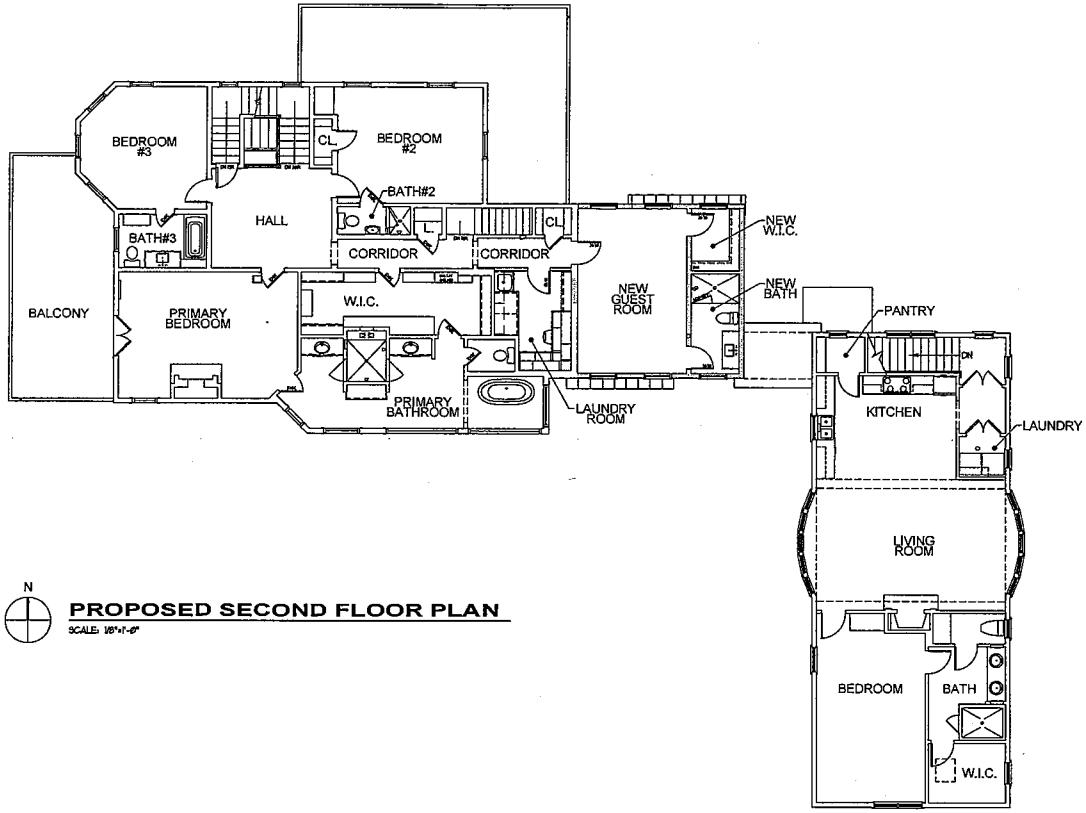

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PROPOSED SECOND FLOOR PLAN

SCALE: 1/8"=1'-0"

Saegesser Basement Remodeling
307 S. Lincoln Street - Hinsdale, Illinois
February 18, 2022 | project 2021-134

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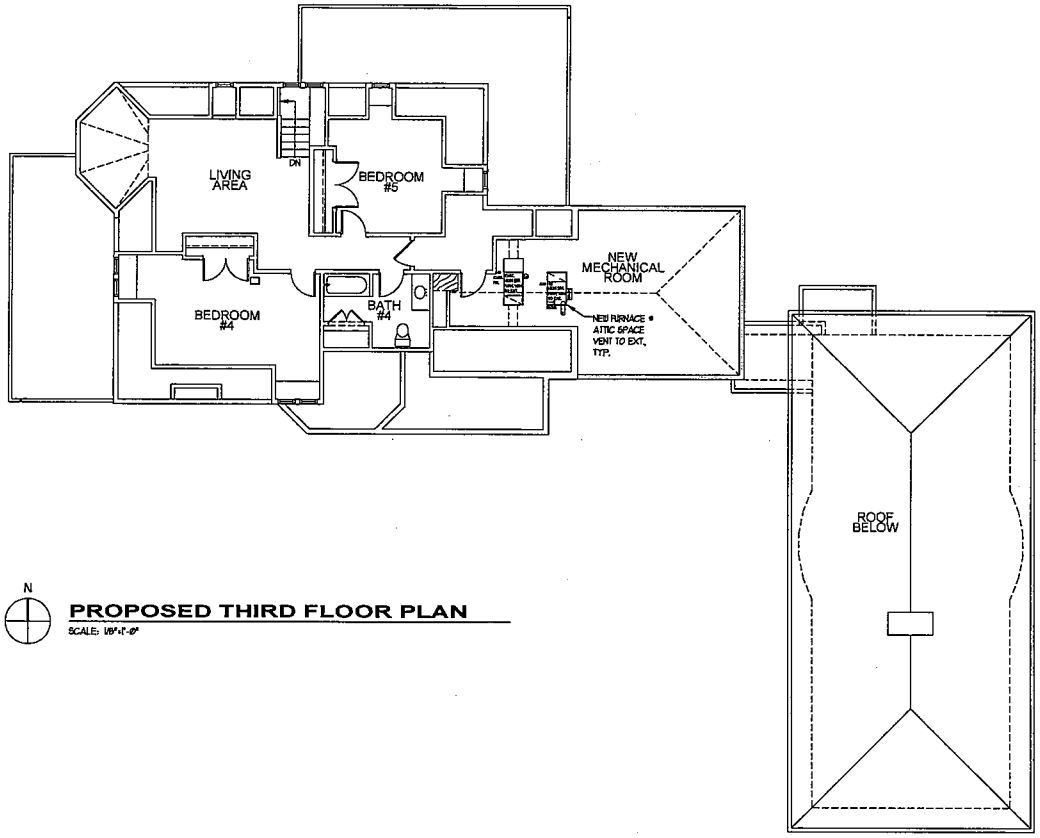

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PROPOSED THIRD FLOOR PLAN

SCALE: 1/8"=1'-0"

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1 **EXISTING NORTH ELEVATION**
SCALE: 1/8"=1'-0"



2 **PROPOSED NORTH ELEVATION**
SCALE: 1/8"=1'-0"

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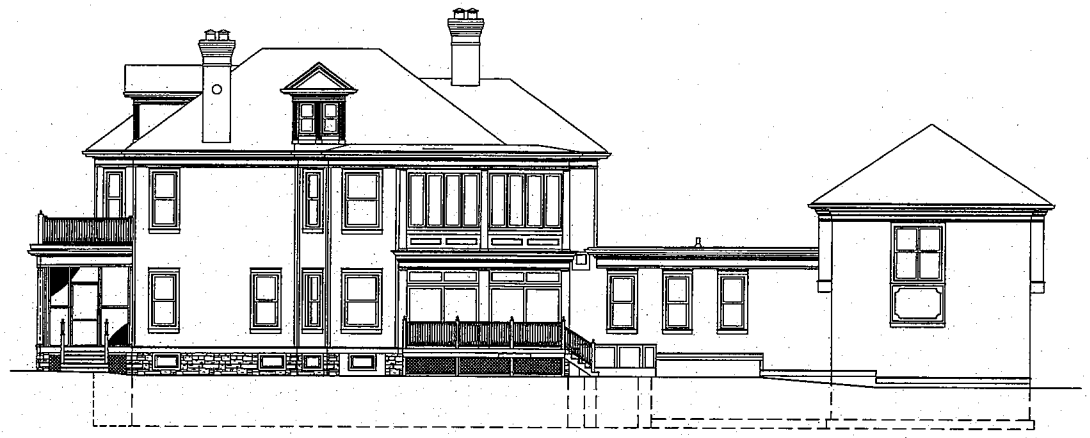
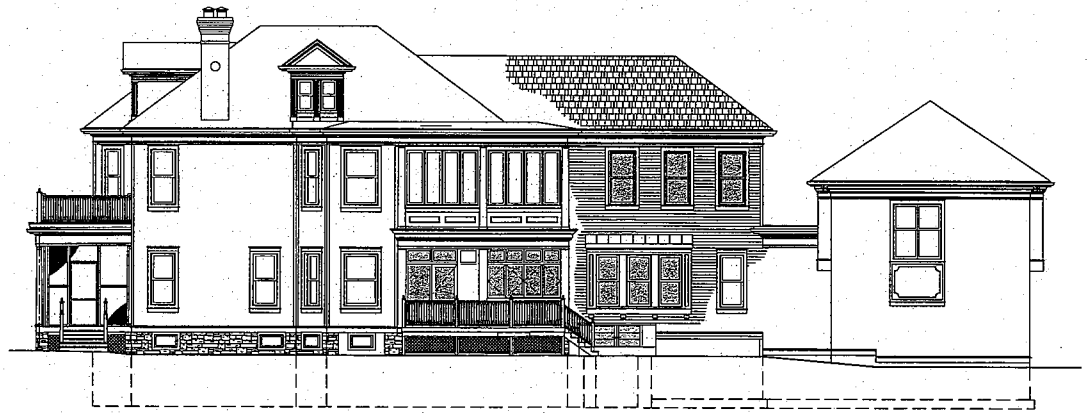


1 **EXISTING SOUTH ELEVATION**
SCALE: 1/8"=1'-0"



2 **PROPOSED SOUTH ELEVATION**
SCALE: 1/8"=1'-0"

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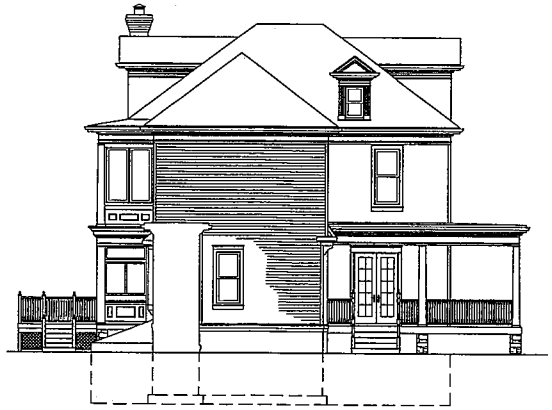
1 **EXISTING EAST ELEVATION**
SCALE: 1/8"=1'-0"



2 **PROPOSED EAST ELEVATION**
SCALE: 1/8"=1'-0"

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

BEFORE THE HINSDALE ZONING BOARD OF APPEALS

In the Matter of:)
)
)
V-02-22, 307 South)
Lincoln Street.)

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 April 20, 2022, at the hour of 6:30 p.m.

BOARD MEMBERS PRESENT:

MR. ROBERT NEIMAN, Chairman;

MR. KEITH GILTNER, Member;

MS. LESLIE LEE, Member;

MR. TOM MURPHY, Member;

MR. JOHN PODLISKA, Member; and

MR. GARY MOBERLY, Member.

ALSO PRESENT:

MS. CHRISTINE BRUTON, Deputy Village Clerk;

MR. ROBB McGINNIS, Director of Community Development;

MR. SCOTT DAY, Attorney for Applicant;

MR. NATHAN SAEGESSER, Applicant;

MS. NATALIE SAEGESSER, Applicant.

CHAIRMAN NEIMAN: Next matter. Public Hearing on Case No. V-02-22, 307 South Lincoln Street.

I frequently reorder the public hearings to make the easier ones go first. I apologize for not having done that this evening.

MR. MOBERLY: What makes you think this is going to be easy, my friend, just because we're tired and hungry.

MR. PODLISKA: Sir, before you start, I did have a really quick question.

Was there an issue as to the FAR, whether the numbers are accurate in the memorandum?

MR. McGINNIS: There was, and staff worked with the architect concerning those numbers on the memo. There was.

MR. PODLISKA: Okay. Did the numbers change?

MR. McGINNIS: They did. So the as-built condition right now is code compliant. They did work years ago and essentially maxed the house out, so the house isn't currently over, the house is maxed out right now but not over.

MR. PODLISKA: But the request will put it over?

MR. McGINNIS: Yes.

MR. PODLISKA: Okay. By how much, do we know?

MR. MOBERLY: 436, or something like that. I don't know, I'm guessing but I think it sounds familiar.

MR. PODLISKA: It's only if we know what the new FAR, what it is, the calculation for this, right? The calculation is under so it

will use up the under before we go into the over.

MR. MOBERLY: I think it's right at, isn't it, I think what Robb was saying. We are right at FAR.

MR. PODLISKA: I don't know. I think we had some recalculations.

MR. DAY: The existing and permitted is 6,356 square feet and the addition on the house will add, it's roughly 17 by 20, is 353.71 square feet is the addition.

MR. PODLISKA: We will call it 354.

MR. DAY: We want to make sure we ask for the minimum variation.

MR. PODLISKA: Just getting in under the wire, there you go.

CHAIRMAN NEIMAN: Zoning humor, I love it.

MR. DAY: My name is Scott Day. I have the privilege of representing Natalie and Nathan Saegesser. They are at 307 South Lincoln Street, Hinsdale, Illinois. They are also here with

their architect Bruce George, a resident here in Hinsdale from the Charles Vincent George architects.

This is an application, of course, this evening for a single variation for FAR. Ownership of the land is actually held in Chicago Title Land Trust Company as trustee under trust agreement dated June 22, 2011, known as trust number -- it's in writing in our application.

But the beneficial owners are Nathan Saegesser and Natalie Saegesser. They are the residents in the property. They are here if you have questions of them individually about the home this evening.

My name is Scott Day. I'm with the firm of Day & Robert, P.C. My partner, Rachel Robert, was here for the original concept presentation last month.

The variance request is under Section 3-110, it's the bulk regulation provision that you have. It sets the FAR for

all of your properties in the R-4 district, that's complicated for me, plus 2,000 square feet of gross floor area. I required the architect to go ahead and calculate that. There was some work involved in it.

The increased FAR, our request is we are at 6,356 square feet, we need to go to 6,709.71, which is an increase of 353.71 square feet. The minimum FAR is what we are requesting.

The subject property is at an interesting location because it is a corner lot. It actually has a front yard on Third Street and what appears to be a front yard on Lincoln Street, although with the shorter distance being on Lincoln Street, that is designated as the front yard, but the home, by way of presentation, these are the exhibits that were in the Zillow sheet.

This is actually the corner location that you can see and they had some excellent photographs to help you understand

exactly where the addition is going to go. You can see that white patch that is the connection between the old principal house and the garage facility that is to the side there and right on top of that is where the addition is requested.

You can see that area, it's a one floor area that is connecting the two-story home and the two-story garage, but it's a residential unit in there, sort of inlaw quarters.

You can also see it very well from this elevated photograph, the white area, again, between the two structures is where the addition is requested.

The existing second floor floor plan has an interesting element to it in that despite the fact that this even at its inception back in the 1800s, this is from I think 1894 when this house was actually constructed. I looked it up, it's the Chester Arthur administration, so you are going back historically to when this home was constructed.

This particular community is

blessed with a lot of historically significant structures due to the fact of its unique location on the rail, it really had a railroad element in this particular community, certainly in the late 1800s that was a very, very wealthy element of your society.

But the structure as it's currently configured it is a very, very large house, 6,000 square feet. That's by any standard certainly a luxury square footage, but the main cluster of bedrooms, it's actually three bedrooms, which is a little out of balance with the 6,000 square feet.

Many of the historic homes that you have throughout DuPage county we're blessed with many but not nearly as many as Hinsdale has. You have a rich heritage of historic architecture here in the community. Beautiful from the outside.

Hinsdale has done a fabulous job of encouraging historic preservation in the community and I think most of your neighbors

have done a pretty good job with the homes that they have that are significant.

Inside is a different problem. The floor plans were not designed for the current generation. The houses are used differently. Virtually every room is used differently than it was in the 1800s. So over time you try to preserve the exterior of the structures and yet on the inside people are constantly tinkering with floor plans.

What you have is a young family with young children. They have a three-bedroom cluster where they would like to have a four-bedroom cluster. They do have three children and it would be ideal for them to be able to expand to accommodate that.

The proposed addition is that section that you can see from the aerial photography and it's outlined here in red in this particular exhibit. It's going to generate the additional 300-plus square feet that we previously mentioned and in terms of the

elevation, you can see that it will extend and blend in.

Bruce George and his architectural team I think have done an excellent job of designing an addition that will maintain the integrity of the historic structure and actually enhance the vision of this particular home.

The variation request we would like to preserve the 1894 historic residence as well as its architecture. We would like to avoid partial demolition and maintain fidelity to the historic architecture while interior to the house we would like to create a conventional four-bedroom cluster arrangement on the second floor for the applicant and their three children.

To summarize the request, 6,356 square feet are permitted, the existing is the 6,366 square feet that is noted here and our architect has calculated the addition at 353.71 square feet which would be the extent of the variance.

I did address in writing in our application how we felt that we met both the hardship provision and the unique provision as it relates to this application.

I think there's also the element that we are well aware that the village itself is looking hard at FAR and the impact that it can have on historic preservation residences in the community. That's certainly a parallel element. But this evening we are seeking a variation under your existing code the way that it is.

As I say, Bruce George is here to answer questions. The Saegessers are here if you have questions of them, and I will answer any questions you may have as well.

CHAIRMAN NEIMAN: If you can take us quickly, as we read the application, through the criteria and why you think you meet them.

MR. DAY: I will. I want to make sure I had fidelity in what I wrote. Okay.

A, standards for a variation. The

subject property is exceptional as compared to other lots subject to the same provision by reason of the unique physical condition, including presence of an existing use, structure or of a size, whether conforming or nonconforming, irregular or substandard shape or size, exceptional topography 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 in that relate to or arise out of the lot rather than the personal situation of the current lot owner.

The lot's a confined size. The home and FAR is in relationship really to the structure. So what you're really focused on is the interior space of the home in comparison to the size of the lot on which it's situated.

It's a very, very large lot. We have a very large home on it already. Albeit, previous generations have done additions. Certainly the garage was much smaller in 1894

because they didn't have any cars, so the existing garage is an addition that has fidelity I think to the current generation and the time frame that we're in and it's an (inaudible) to historic preservation. And earlier generations that actually did the addition on this house sort of left the three bedroom configuration in a family home that doesn't really work for this particular family.

Their hardship is related to the configuration of the interior of the home and what has already been constructed on the lot. They would like to have fidelity to restore the historic preservation element of it and in order to do that they really had the choice of either tearing down part of the existing house that has been done with fidelity through architectural significance or seek a variation so that they could put the addition on. And we think that frankly, the addition from a historic preservation standpoint is visually much more enhancing of the home than the way that it

currently exists without an element on top of that portion of the house.

Item No. 2. It's not self-created. Any time that you have an applicant that's asking to change their home there's an element of self-creation on this. But the element of non self-creation is that the home -- they are married to the historic preservation as is the village. The village likes the historic preservation, they want to have fidelity to what the village wants but they would also like to have a liveable floor plan on the inside and the choices by way of adjustment they can do either, they think, that the lesser of the two evils would be to seek the variation.

Next. Denied substantial rights. Again, a hard one to address. You're within your rights if you want them to try to tear down portions of the home. You are also well within the authority that's vested in the zoning board if you choose to grant the variance in this particular case and ultimately is a judgment

decision that this panel will make.

Not merely a special privilege. I think that's addressed in the previous comments that we have made. We simply ask permission to create a family-friendly second floor sleeping cluster to avoid partial demolition and in honoring FAR regulations.

And then the code and plan purposes. The variation would not result in a (inaudible) 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 where enacted or the general purpose and intent of the official comprehensive plan.

You have done a good job of planning your community. I know that you want historic preservation in the community and it adds a special charm to your particular neighborhoods. I think you have done a good job over the years in exercising judgment as to when to grant variations and when to deny them. We

think that this is an appropriate circumstance, we hope you agree.

CHAIRMAN NEIMAN: Thank you very much.

Any questions for Mr. Day from the board members?

MR. PODLISKA: The goal here is to have all three children have three bedrooms on the one floor?

MR. DAY: Where the parents are as well, yes. All this would be a big cluster.

MR. PODLISKA: What you are proposing would get everybody all on the second floor?

MR. DAY: Correct.

MR. PODLISKA: But it would be possible to have three bedrooms for the three children if we put those on the third floor; right?

MR. DAY: The third floor rooms are compromised by the ceiling configuration. It's really a converted attic is what you have at the third floor because of the dormer configuration. So the floor shape and the room shape on the third floor do not have the same compatibility

as the bedrooms on the second.

MR. PODLISKA: But on your schematic they do identify two of those areas as bedrooms; right?

MR. DAY: I can let Bruce address what those rooms actually are in their current configuration as well as the limitations of the rooms on the third floor.

MR. PODLISKA: Okay. But the point you're making is the ceiling is different on the third floor?

MR. DAY: It's a completely different configuration because it has all the configuration of the roofing at the third floor is what it is.

The homes from the 1800s, my grandparents owned one of them, it's amazing, they had walkup attics. So you would actually walk up the stairs and there would be a full attic there but it would have the limitations of the roof and all of the dormers and everything else but you get the converted space on the

third floor.

MR. PODLISKA: Okay.

CHAIRMAN NEIMAN: Any other questions from the board?

(No response.)

Okay. Thank you very much.

Do I hear a motion to close the Public Hearing on 307 South Lincoln?

MS. LEE: I have a question, probably for Mr. George maybe.

Can you elaborate when you talk about no other remedies, the response is that some sort of demolition would be required to do something other than adding square footage.

Can you talk about that a little bit?

MR. GEORGE: Yes. I think it's just again, the separation of the spaces right now that they have. They have a good amount of square footage but the main core of the second floor of the house is a limited square footage. And then you have another detached portion that

was done some previous renovations that they had done that's completely detached from the existing. So because we are maxed out on the FAR, you literally have to tear down a portion of let's say the coach house to try to expand the main house so you would be within the FAR.

MS. LEE: So you're saying give up existing square footage so that you could then --

MR. GEORGE: Yes, we would have to tear down 356 square feet, then we could build it.

MR. PODLISKA: Did you look at what you would have to do if you had to do that; what would you tear down?

MR. GEORGE: I think that you would probably tear down part of the coach house. That's the only thing that would allow us to do.

MR. PODLISKA: I'm looking at the schematics. Is that in any way feasible? If somebody told you you had to do that, what part of the coach house would you change?

MR. GEORGE: I haven't really thought

about that. I didn't want to go down that route in demolishing, but I would assume that there would be a way that I could do that. It would just be probably economically unfeasible at that point to tear down a portion of a house and then rebuild.

MR. PODLISKA: Can you tell us how much the total square footage is for that coach house? I'm looking at a bedroom, bath, living room, kitchen, laundry.

MR. GEORGE: I don't know if we have that broken out as a separate square footage for what that garage area as I'm looking on my FAR calculations.

MR. PODLISKA: Can you kind of eyeball it for me?

MR. McGINNIS: About a thousand square feet.

MR. GEORGE: There's probably -- you know, the coach house is four cars and it's probably fifty-feet wide by --

MR. PODLISKA: A thousand square feet.

So we are talking about somehow you would have to figure out how --

MR. GEORGE: We would have to take out two-thirds of it, yes, of the second floor.

MR. PODLISKA: A thousand square feet.

MR. GEORGE: A third of the second floor.

MR. PODLISKA: So that would be too costly.

MR. GEORGE: It would be, yes. That would probably be a project killer.

CHAIRMAN NEIMAN: Any other questions?

(No response.)

Okay. Thank you very much.

Do I hear a motion to close the Public Hearing?

MR. PODLISKA: So moved.

MR. GILTNER: Second.

MS. BRUTON: Member Moberly?

MR. MOBERLY: Yes.

MS. BRUTON: Member Giltner?

MR. GILTNER: Yes.

MS. BRUTON: Member Murphy?
MR. MURPHY: Yes.
MS. BRUTON: Member Lee?
MS. LEE: Yes.
MS. BRUTON: Member Podliska?
MR. PODLISKA: Yes.
MS. BRUTON: Chairman Neiman?
CHAIRMAN NEIMAN: Yes.
(WHICH, were all of the proceedings had, evidence offered or received in the above entitled cause.)

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

I, KATHLEEN W. BONO, Certified Shorthand Reporter, Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn by me to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affix my electronic signature this 29th day of April, A.D. 2022.

KATHLEEN W. BONO
C.S.R. No. 84-1423
Notary Public, DuPage County

VILLAGE OF Hinsdale
Est. 1873

AGENDA ITEM # 9a

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1760

MEETING DATE: June 14, 2022

FROM: Alison Brothen, Acting Finance Director ASB

Recommended Motion
Approve payment of the accounts payable for the period of May 12, 2022 through June 8, 2022 in the aggregate amount of $2,006,133.80 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 #1760 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
Warrant Register #1760

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1760

FOR PERIOD May 12, 2022 through June 8, 2022

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of $2,006,133.80 reviewed and approved by the below named officials.

APPROVED BY Alison Brotten **DATE** 6/9/22
ACTING VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY _____ **DATE** _____
VILLAGE MANAGER

APPROVED BY _____ **DATE** _____
VILLAGE TRUSTEE

Village of Hinsdale
#1760
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	954,337.99	172,884.39	1,127,222.38
Capital Project Fund	400	362.50	-	362.50
Water & Sewer Operations	600	414,857.01	-	414,857.01
Escrow Funds	720	91,050.00	-	91,050.00
Payroll Revolving Fund	740	37,674.51	334,967.40	372,641.91
Total		**1,498,282.01**	**507,851.79**	**2,006,133.80**

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1760

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
5/13/2022	Village Payroll #10 - Calendar 2022	FWH/FICA/Medicare	$ 93,035.87
5/27/2022	Village Payroll #11 - Calendar 2022	FWH/FICA/Medicare	$ 93,186.58
Illinois Department of Revenue			
5/13/2022	Village Payroll #10 - Calendar 2022	State Tax Withholding	$ 19,369.74
5/27/2022	Village Payroll #11 - Calendar 2022	State Tax Withholding	$ 19,300.05
ICMA - 457 Plans			
5/13/2022	Village Payroll #10 - Calendar 2022	Employee Withholding	$ 21,993.85
5/27/2022	Village Payroll #11 - Calendar 2022	Employee Withholding	$ 21,369.67
HSA PLAN CONTRIBUTION			
5/13/2022	Village Payroll #10 - Calendar 2022	Employer/Employee Withholding	$ 1,610.42
5/27/2022	Village Payroll #11 - Calendar 2022	Employer/Employee Withholding	$ 1,610.42
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	$ 172,884.39
Illinois Municipal Retirement Fund		Employer/Employee	$ 63,490.80
		Total Bank Wire Transfers and ACH Payments	$ 507,851.79

VILLAGE OF Hinsdale Est. 1873

Warrant Register 1760

Invoice	Description	Invoice/Amount
AFLAC-FLEXONE		
17871	Payroll Run 1 - Warrant PR2210	764.57
	Check Date 5/16/2022 Total For Check # 112652	**764.57**
ILLINOIS FRATERNAL ORDER		
17869	Payroll Run 1 - Warrant PR2210	816.00
	Check Date 5/16/2022 Total For Check # 112653	**816.00**
NATIONWIDE RETIREMENT SOL		
17870	Payroll Run 1 - Warrant PR2210	200.00
	Check Date 5/16/2022 Total For Check # 112654	**200.00**
NATIONWIDE TRUST CO FSB		
17872	Payroll Run 1 - Warrant PR2210	30,793.89
	Check Date 5/16/2022 Total For Check # 112655	**30,793.89**
NCPERS GRP LIFE INS#3105		
17868	Payroll Run 1 - Warrant PR2210	208.00
	Check Date 5/16/2022 Total For Check # 112656	**208.00**
STATE DISBURSEMENT UNIT		
17873	Payroll Run 1 - Warrant PR2210	230.77
	Check Date 5/16/2022 Total For Check # 112657	**230.77**
CEG PRO LIGHTING & AUDIO		
10073	AV REPAIR UPSTAIRS KLM	676.00
	Check Date 5/18/2022 Total For Check # 112658	**676.00**
COMCAST		
8771201110009242	POLICE/FIRE 5/16-6/15/22	77.68
8771201110009242	POLICE/FIRE 5/16-6/15/22	77.68
	Check Date 5/18/2022 Total For Check # 112659	**155.36**
FULLERS HOME & HARDWARE		
APR22	MISC HARDWARE APR22	7.19
APR22	MISC HARDWARE APR22	14.19
APR22	MISC HARDWARE APR22	4.49
APR22	MISC HARDWARE APR22	10.72
APR22	MISC HARDWARE APR22	54.86
APR22	MISC HARDWARE APR22	25.11
APR22	MISC HARDWARE APR22	5.03
	Check Date 5/18/2022 Total For Check # 112660	**121.59**

Invoice	Description	Invoice/Amount
PELUSO, GEORGE		
296447	REIMBURSE LUNCH MTG-ENGINEER	68.67
	Check Date 5/18/2022 Total For Check # 112661	**68.67**
TOSHIBA AMER BUSINESS SOLUTIONS		
5771339	MAINT COPIER FIRE 2/1-4/30/22	198.12
5771200	MAINT COPIER PW-2/1-4/30/22	77.93
5771333	MAINT COPIER PD-2/1-4/30/22	105.57
5771313	MAINT COPIER COM DEV/PARKS 4/1-4/30/22	178.19
5771313	MAINT COPIER COM DEV/PARKS 4/1-4/30/22	76.37
5771312	COPIER MAINT FIN 4/1-4/30/22	125.73
	Check Date 5/18/2022 Total For Check # 112662	**761.91**
BMO HARRIS BANK N.A. PYMT		
APR22	MISC CHARGES APR22	21.93
APR22	MISC CHARGES APR22	150.00
APR22	MISC CHARGES APR22	78.40
APR22	MISC CHARGES APR22	114.75
APR22	MISC CHARGES APR22	67.86
APR22	MISC CHARGES APR22	65.46
APR22	MISC CHARGES APR22	389.76
APR22	MISC CHARGES APR22	492.93
APR22	MISC CHARGES APR22	6.36
APR22	MISC CHARGES APR22	2.61
APR22	MISC CHARGES APR22	63.99
APR22	MISC CHARGES APR22	190.00
APR22	MISC CHARGES APR22	674.33
APR22	MISC CHARGES APR22	2.47
APR22	MISC CHARGES APR22	94.03
APR22	MISC CHARGES APR22	0.99
APR22	MISC CHARGES APR22	3.20
APR22	MISC CHARGES APR22	75.00
APR22	MISC CHARGES APR22	444.98
APR22	MISC CHARGES APR22	255.99
APR22	MISC CHARGES APR22	15.00
APR22	MISC CHARGES APR22	15.96
APR22	MISC CHARGES APR22	0.99
APR22	MISC CHARGES APR22	38.99
APR22	MISC CHARGES APR22	87.40

VILLAGE OF Hinsdale Est. 1873

Warrant Register 1760

Invoice	Description	Invoice/Amount
APR22	MISC CHARGES APR22	2.29
APR22	MISC CHARGES APR22	43.84
APR22	MISC CHARGES APR22	35.98
APR22	MISC CHARGES APR22	77.40
APR22	MISC CHARGES APR22	41.00
APR22	MISC CHARGES APR22	7.38
APR22	MISC CHARGES APR22	114.92
APR22	MISC CHARGES APR22	114.00
APR22	MISC CHARGES APR22	26.90
APR22	MISC CHARGES APR22	299.80
APR22	MISC CHARGES APR22	3.23
APR22	MISC CHARGES APR22	343.99
APR22	MISC CHARGES APR22	50.75
APR22	MISC CHARGES APR22	635.04
APR22	MISC CHARGES APR22	149.90
APR22	MISC CHARGES APR22	549.90
APR22	MISC CHARGES APR22	289.90
APR22	MISC CHARGES APR22	0.99
APR22	MISC CHARGES APR22	48.33
APR22	MISC CHARGES APR22	443.92
APR22	MISC CHARGES APR22	581.02
APR22	MISC CHARGES APR22	648.43
APR22	MISC CHARGES APR22	505.89
	Check Date 5/24/2022 Total For Check # 112663	**8,368.18**
ORBIS SOLUTIONS		
5542876	INSTALLATION & CONFIGURATION	9,670.00
	Check Date 5/24/2022 Total For Check # 112664	**9,670.00**
TOSHIBA FINANCIAL SERVICE		
472330257	COM DEV/PARKS COPIER 5/6-6/6/22	192.50
472330257	COM DEV/PARKS COPIER 5/6-6/6/22	82.50
	Check Date 5/24/2022 Total For Check # 112665	**275.00**
ROBERT PATRICK EATON SOLE MBR		
0110022	STAGE FOR OUTDOOR DINING-4 1/2 MONTH RENTAL	250.00
0110022	STAGE FOR OUTDOOR DINING-4 1/2 MONTH RENTAL	5,513.00
	Check Date 5/25/2022 Total For Check # 112666	**5,763.00**

VILLAGE OF Hinsdale Est. 1873

Warrant Register 1760

Invoice	Description	Invoice/Amount
WELD ALL		
033022	SUPPLY MATERIAL & FAB CAMERA LIGHT	629.00
	Check Date 5/25/2022 Total For Check # 112667	**629.00**
AMERICAN EXPRESS		
8-03003-051222	MISC CHARGES MAY22	15.96
8-03003-051222	MISC CHARGES MAY22	25.00
8-03003-051222	MISC CHARGES MAY22	15.96
8-03003-051222	MISC CHARGES MAY22	-0.41
	Check Date 5/26/2022 Total For Check # 112668	**56.51**
AT & T		
63032338639258	VEECK PARK-WP 5/13-6/12/22	474.29
	Check Date 5/26/2022 Total For Check # 112669	**474.29**
PEERLESS NETWORK, INC		
524229	PHONE CHARGES 5/15-6/14/22	50.45
524229	PHONE CHARGES 5/15-6/14/22	252.29
524229	PHONE CHARGES 5/15-6/14/22	311.63
524229	PHONE CHARGES 5/15-6/14/22	198.79
524229	PHONE CHARGES 5/15-6/14/22	232.07
524229	PHONE CHARGES 5/15-6/14/22	198.31
	Check Date 5/26/2022 Total For Check # 112670	**1,243.54**
TOSHIBA FINANCIAL SERVICE		
472842988	COPIER LEASE ADMIN-5/13-6/13/22	275.00
	Check Date 5/26/2022 Total For Check # 112671	**275.00**
U S POSTAL SERVICE		
PERMIT 137 5/2022	PERMIT #137 ADD FUND MAILINGS	2,000.00
	Check Date 5/26/2022 Total For Check # 112672	**2,000.00**
AFLAC-FLEXONE		
18141	Payroll Run 1 - Warrant PR2211	764.57
	Check Date 6/1/2022 Total For Check # 112673	**764.57**
NATIONWIDE RETIREMENT SOL		
18140	Payroll Run 1 - Warrant PR2211	200.00
	Check Date 6/1/2022 Total For Check # 112674	**200.00**
NATIONWIDE TRUST CO FSB		
18142	Payroll Run 1 - Warrant PR2211	3,465.94
	Check Date 6/1/2022 Total For Check # 112675	**3,465.94**

VILLAGE OF Hinsdale Est. 1873

Warrant Register 1760

Invoice	Description	Invoice/Amount
STATE DISBURSEMENT UNIT		
18143	Payroll Run 1 - Warrant PR2211	230.77
	Check Date 6/1/2022 Total For Check # 112676	**230.77**
104TH ILL VOLUNTEER		
PARADE	JULY 4TH PARTICIPANT	500.00
	Check Date 6/8/2022 Total For Check # 112677	**500.00**
10TH IL VOLUNTEER INFANTR		
PARADE	JULY 4TH PARTICIPANT	300.00
	Check Date 6/8/2022 Total For Check # 112678	**300.00**
A BLOCK MARKETING INC		
ME00063270	WOOD CHIP DISPOSAL	30.00
	Check Date 6/8/2022 Total For Check # 112679	**30.00**
AEP ENERGY		
3014421192-MAY22	908 ELM ST-4/19-5/18/22	61.61
3014421204-MAY22	19 E CHGO-TRANSFORMER 4/19-5/18/22	1,647.21
3013129848-MAY22	53 VILLAGE PL-4/18-5/19/22	361.50
3013129837-MAY22	2 E N STOUGH/STREET LIGHT 4/22-5/20/22	7,374.74
	Check Date 6/8/2022 Total For Check # 112680	**9,445.06**
ALBANESE, LOGAN		
051422	UNIFORM ALLOW	247.09
	Check Date 6/8/2022 Total For Check # 112681	**247.09**
ALKAYE MEDIA GROUP		
Movie in the Park 2	2ND PAYMENT MOVIES IN THE PARK	1,700.00
MOVIES IN THE PARK 3	MOVIES IN THE PARK 3RD PAYMENT	1,685.00
	Check Date 6/8/2022 Total For Check # 112682	**3,385.00**
ALTORFER CAT		
P6AC0030270	OIL & FUEL FILTERS #8	71.97
	Check Date 6/8/2022 Total For Check # 112683	**71.97**
APEX LANDSCAPING INC		
1005088	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	248.00
1005088	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	3,352.00
1005088	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	9,122.00
	Check Date 6/8/2022 Total For Check # 112684	**12,722.00**

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Invoice	Description	Invoice/Amount
ATHLETIC FIELD SUPPLY		
18249	LACROSSE FIELD PAINT	84.90
18257	FIELD MARKING PAINT	2,885.00
	Check Date 6/8/2022 Total For Check # 112685	**2,969.90**
AWE, TIMOTHY		
PARADE	JULY 4 VIDEO SERVICES	1,025.00
052722	NEW POOL VIDEO & PHOTOS	195.00
	Check Date 6/8/2022 Total For Check # 112686	**1,220.00**
BACKFLOW SOLUTIONS INC		
7105	BACKFLOW MONITORING FEE	495.00
	Check Date 6/8/2022 Total For Check # 112687	**495.00**
BACKGROUNDS ONLINE		
542338	BACKGROUND CHECKS-POOL	3,951.90
	Check Date 6/8/2022 Total For Check # 112688	**3,951.90**
BANNERVILLE USA		
32231	EVENT SIGNS	110.00
	Check Date 6/8/2022 Total For Check # 112689	**110.00**
BEST TECHNOLOGY SYSTEMS INC		
BTL-22127	TESTING AIR QUALITY ON RANGE	450.00
	Check Date 6/8/2022 Total For Check # 112690	**450.00**
BINA, JIM		
PARADE	JULY 4TH PARTICIPANT	450.00
	Check Date 6/8/2022 Total For Check # 112691	**450.00**
BLOOM, BRADLEY		
051922	REIMBURSEMENT	849.99
051922	REIMBURSEMENT	499.89
	Check Date 6/8/2022 Total For Check # 112692	**1,349.88**
BOSACK, TREVOR		
050822	OUTDOOR DINING LIGHTS-REIMB	49.99
	Check Date 6/8/2022 Total For Check # 112693	**49.99**
BRAVO SERVICES, INC		
162	APR22 CLEANING SVC	2,300.00
162	APR22 CLEANING SVC	350.00
162	APR22 CLEANING SVC	225.00
162	APR22 CLEANING SVC	675.00
162	APR22 CLEANING SVC	1,250.00
162	APR22 CLEANING SVC	1,275.00

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Invoice	Description	Invoice/Amount
163	MAY22 CLEANING SVC	2,300.00
163	MAY22 CLEANING SVC	350.00
163	MAY22 CLEANING SVC	225.00
163	MAY22 CLEANING SVC	675.00
163	MAY22 CLEANING SVC	1,250.00
163	MAY22 CLEANING SVC	1,275.00
	Check Date 6/8/2022 Total For Check # 112694	**12,150.00**
BULLSEYE TELECOM INC		
43042037	PHONE CHARGES 5/26-6/25/22	780.31
43042037	PHONE CHARGES 5/26-6/25/22	82.68
43042037	PHONE CHARGES 5/26-6/25/22	78.04
43042037	PHONE CHARGES 5/26-6/25/22	312.14
43042037	PHONE CHARGES 5/26-6/25/22	62.24
43042037	PHONE CHARGES 5/26-6/25/22	693.05
43042037	PHONE CHARGES 5/26-6/25/22	426.11
43042037	PHONE CHARGES 5/26-6/25/22	82.68
43042037	PHONE CHARGES 5/26-6/25/22	78.04
43042037	PHONE CHARGES 5/26-6/25/22	160.72
43042037	PHONE CHARGES 5/26-6/25/22	56.20
43042037	PHONE CHARGES 5/26-6/25/22	4.62
	Check Date 6/8/2022 Total For Check # 112695	**2,816.83**
CDW-GOVERNMENT INC.		VOID #112696
T929042	BACK UP BATTERIES	890.70
V108196	REPLACEMENT SWITCHES	4,123.92
V879634	REPLACEMENT COMPUTERS	8,612.00
W784153	MONITORS-BERECKIS	984.62
W085973	ZEBRA ZQ51 PRINTERS	1,485.69
X098729	CREDIT RETURNED PRINTERS	-1,485.69
X107304	ZEBRA PRINTERS	1,278.66
X268307	AEROCHIVE WI-FI ACCESS	1,918.99
X724241	EMAIL SYSTEM FILTER-MIMECAST	4,210.00
	Check Date 6/8/2022 Total For Check # 112697	**22,018.89**
CENTRAL STATES AUTOMATIC SPRINKLERS INC		
29352	TEST FIRE SYSTEM 3/29/22	383.00
29352	TEST FIRE SYSTEM 3/29/22	384.00
29352	TEST FIRE SYSTEM 3/29/22	383.00
	Check Date 6/8/2022 Total For Check # 112698	**1,150.00**

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Invoice	Description	Invoice/Amount
CHARIOT AUTOMOTIVE		
66686AA	TOWING OF UNIT #22 (DURING SNOW)	606.00
33754-AA	EMERG REMOVE #16 STUCK UNDER BRIDGE	1,470.00
	Check Date 6/8/2022 Total For Check # 112699	**2,076.00**
CHICAGO ELITE VOLLEYBALL CLUB, LLC		
0545	SPRING FEES	70.00
	Check Date 6/8/2022 Total For Check # 112700	**70.00**
CHICAGO LOVES DANCE		
HWS2022	SPRING DANCE PROGRAMS	390.60
	Check Date 6/8/2022 Total For Check # 112701	**390.60**
CHICAGO TENT INC		
228343732	MEMORIAL DAY STAGE	900.00
	Check Date 6/8/2022 Total For Check # 112702	**900.00**
CHORUS OF DUPAGE		
PARADE	JULY 4TH PARTICIPANT	900.00
	Check Date 6/8/2022 Total For Check # 112703	**900.00**
CINTAS CORPORATION 769		
4119157011	MAT & TOWEL SVC	24.09
4119157011	MAT & TOWEL SVC	28.90
4119157011	MAT & TOWEL SVC	22.55
4119157011	MAT & TOWEL SVC	12.83
4119157011	MAT & TOWEL SVC	48.57
4119157011	MAT & TOWEL SVC	45.29
4120535440	MATS & TOWEL	24.09
4120535440	MATS & TOWEL	28.90
4120535440	MATS & TOWEL	22.55
4120535440	MATS & TOWEL	12.83
4120535440	MATS & TOWEL	48.57
4120535440	MATS & TOWEL	45.29
	Check Date 6/8/2022 Total For Check # 112704	**364.46**
CLARK BAIRD SMITH LLP		
15369	LEGAL FILE/2022 FOP NEGOTIATIONS	4,375.00
	Check Date 6/8/2022 Total For Check # 112705	**4,375.00**
CLARK HILL PLC		
1204755	LEGAL SERVICES THRU 4/30/22	603.50
	Check Date 6/8/2022 Total For Check # 112706	**603.50**

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Invoice	Description	Invoice/Amount
CLARKE ENVIRONMENT		
001024009	2022 MOSQUITO ABATEMENT VOB 4/12/22	13,874.00
	Check Date 6/8/2022 Total For Check # 112707	**13,874.00**
CLEANSWEEP		
PS447804	STREET SWEEPING	1,791.78
PS453391	STREET SWEEPING	924.64
	Check Date 6/8/2022 Total For Check # 112708	**2,716.42**
COEO SOLUTIONS		
1069330	HIGH SPEED INTERNET 5/1-5/31/22	2,626.65
1070902	HIGH SPEED INTERNET 6/1-6/30/22	1,342.95
	Check Date 6/8/2022 Total For Check # 112709	**3,969.60**
COMED		
0015093062	57TH STREET	226.36
0075151076	ELEANOR PARK	538.06
0203017056	WARMING HOUSE/PADDLE HUT	299.94
0203065105	CHESTNUT PARKING	32.48
0395122068	STREET LIGHTS	43.50
0417073048	314 SYMONDS DR	332.10
0427019145	CAMERA 989/TAFT RD	32.08
0471095066	FOUNTAIN	112.14
0651102260	PD CAMERA-701 E CHGO	32.19
0825110049	PD CAMERA-440 E OGDEN	30.32
1507053046	PD CAMERA-5909 S GARFIELD	28.45
1993023010	RADIO EQUIPMENT FD	94.79
2195166237	PD CAMERA-5913 S MADISON	28.54
2378029015	WASHINGTON	35.73
2425068008	VEECK PARK	882.64
2771151012	PD CAMERA-2 STOUGH	28.84
3454039030	VEECK PARK-WP	1,237.50
7011378007	PIERCE PARK	1,333.52
7011481018	WALNUT STREET	33.43
7093551008	KLM LODGE 80/20	1,172.69
7093551008	KLM LODGE 80/20	293.17
8521083007	ROBBINS PARK	383.13
8521342001	TRAIN STATION	406.20
8521400008	WATER PLANT	38.37

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Invoice	Description		Invoice/Amount
8605174005	BROOK PARK		267.87
8605437007	POOL		394.56
	Check Date 6/8/2022	**Total For Check # 112710**	**8,338.60**
COMED			
0381057101	CLOCK TOWER		23.44
0499147045	BURLINGTON PARK		26.34
0639032045	ROBBINS PARK		19.44
0697168013	STREET LIGHTS		27.54
1107024145	LANDSCAPE LIGHTS 650		24.48
6583006139	BURLINGTON PARK		23.44
7011157008	NS CBQ RR		27.18
7261620005	SAFETY TOWN		20.26
8689206002	ELEANOR PARK		27.86
8689480008	STOUGH PARK		19.07
8689640004	BURNS FIELD		21.22
	Check Date 6/8/2022	**Total For Check # 112711**	**260.27**
COMMERCIAL COFFEE SERVICE			
401251	COFFEE		41.75
401251	COFFEE		41.75
	Check Date 6/8/2022	**Total For Check # 112712**	**83.50**
CONSTELLATION NEWENERGY			
3470160	GAS BILL 4/1-4/30/21		602.01
3470160	GAS BILL 4/1-4/30/21		602.00
3470160	GAS BILL 4/1-4/30/21		1,055.60
3470160	GAS BILL 4/1-4/30/21		1,202.92
3470160	GAS BILL 4/1-4/30/21		355.34
3470160	GAS BILL 4/1-4/30/21		781.98
	Check Date 6/8/2022	**Total For Check # 112713**	**4,599.85**
CORE & MAIN LP			
Q641037	WATER MATERIALS		4,581.70
Q660594	WATER MATERIALS		2,874.00
N832197	INTEGRATION W/MUNIS & SENSUS LOGIC		3,300.00
Q828752	METERS		3,996.00
Q828725	TAPPING MATERIALS		1,384.00
Q809636	WATER TAP MATERIALS		1,248.90
	Check Date 6/8/2022	**Total For Check # 112714**	**17,384.60**

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Invoice	Description	Invoice/Amount
CUMMINS INC		
F2-37822	LOAD BANK	823.36
F2-37800	REPAIR TO LOAD BANK	1,318.78
F2-37822	LOAD BANK WATER PLANT	818.45
FW-37822	GENERATOR SERVICE	442.32
FW-37822	GENERATOR SERVICE	442.33
	Check Date 6/8/2022 Total For Check # 112715	**3,845.24**
DEKALB MECHANICAL INC		
120842	KLM LODGE DUCTWORK REPLACEMENT PROJ VOB 4/12/22	53,250.00
	Check Date 6/8/2022 Total For Check # 112716	**53,250.00**
DIRECT ADVANTAGE INC		
2018	EDC MARKETING & PROGRAMMING VOB 12/14/21	10,000.00
	Check Date 6/8/2022 Total For Check # 112717	**10,000.00**
DOCU-SHRED, INC.		
48765	DOCUMENT DESTRUCTION	40.00
48805	DOCUMENT DESTRUCTION	80.00
48806	DOCUMENT DESTRUCTION	40.00
	Check Date 6/8/2022 Total For Check # 112718	**160.00**
DU-COMM		
18001	QTR SHARES MAY 1,22-JULY 31,2022	75,510.50
18043	LEASE/OWNING & OPER COST 05/01/-07/31/22	3,556.74
18074	E-DISPATCH ANNUAL FEE	276.47
18088	ACTIVE 911 ANNUAL RENEWAL	404.25
	Check Date 6/8/2022 Total For Check # 112719	**79,747.96**
DUPAGE MAYORS & MANAGERS		
11374A	2022-2023 CONF MEMBERSHIP DUES	13,278.44
	Check Date 6/8/2022 Total For Check # 112720	**13,278.44**
DUPAGE TOPSOIL, INC.		
053260	SOIL-STUMP RESTORATION	360.00
053326	BLACK DIRT/OUTSIDE PLANTAR BOXES	360.00
053449	CONTAINER SOIL MIX	360.00
	Check Date 6/8/2022 Total For Check # 112721	**1,080.00**
DUPAGE WATER COMMISSION		
01-1200-00-MAY22	WATER CHARGES-4/30-5/31/22	376,886.44
	Check Date 6/8/2022 Total For Check # 112722	**376,886.44**

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Invoice	Description	Invoice/Amount
ETP LABS, INC		
22-52670	VEECK CSO SAMPLE	137.00
	Check Date 6/8/2022 Total For Check # 112723	**137.00**
EXCELL FASTENER SOLUTIONS		
30705	ANCHOR BOLTS/PD 15 MIN PARKING SIGNS	640.00
	Check Date 6/8/2022 Total For Check # 112724	**640.00**
FACTORY MOTOR PARTS CO		
60-328490	OIL FILTERS/BRAKE CLEANER	46.92
60-328490	OIL FILTERS/BRAKE CLEANER	42.60
60-328490	OIL FILTERS/BRAKE CLEANER	39.24
60-329030	BRAKE PADS/ROTORS #825	483.80
60-329563	BRAKE PADS & ROTORS #845	288.82
60-329726	HAND PUMP FOR WASHER SOLVENT BARREL	116.83
60-333540	OUTER TIE ROD END #37	161.17
	Check Date 6/8/2022 Total For Check # 112725	**1,179.38**
FAST SIGNS		
65-61623	POOL SIGNS	995.00
	Check Date 6/8/2022 Total For Check # 112726	**995.00**
FCWRD		
009575-000-APR22	SEWER 3/29-5/26/22	29.30
	Check Date 6/8/2022 Total For Check # 112727	**29.30**
FEDEX		
7-744-50693	WINSTON & STRAWN-BLOOM	45.69
	Check Date 6/8/2022 Total For Check # 112728	**45.69**
FIRESTONE STORES		
140635	NEW TIRE - SQUAD 32	135.89
050422	WHEEL ALIGNMENT #38	65.00
	Check Date 6/8/2022 Total For Check # 112729	**200.89**
FIRST COMMUNICATIONS, LLC		
123687298	PHONE CHARGES 5/22-6/21/22	319.19
123687298	PHONE CHARGES 5/22-6/21/22	109.94
123687298	PHONE CHARGES 5/22-6/21/22	230.11
123687298	PHONE CHARGES 5/22-6/21/22	62.63
123687298	PHONE CHARGES 5/22-6/21/22	475.67
123687298	PHONE CHARGES 5/22-6/21/22	203.86
123687298	PHONE CHARGES 5/22-6/21/22	797.31

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Invoice	Description		Invoice/Amount
	Check Date 6/8/2022	**Total For Check # 112730**	**2,198.71**
FLAG SOURCE			
488889	AMERICAN FLAGS		300.00
	Check Date 6/8/2022	**Total For Check # 112731**	**300.00**
FLAT 43 BMX TEAM			
PARADE	JULY 4TH PARTICIPANT		450.00
	Check Date 6/8/2022	**Total For Check # 112732**	**450.00**
FOX VALLEY FIRE & SAFETY			
IN00522682	POOL SERVICE		50.00
	Check Date 6/8/2022	**Total For Check # 112733**	**50.00**
FULLERS SERVICE CENTER IN			
APRIL 2022	CAR WASH - APRIL 2022		125.00
59	WEEKEND CBD GARBAGE & PARKS		2,990.00
82168152340	E84 AC SERVICE		774.99
22169594132	#1715 AC SERVICE		524.99
	Check Date 6/8/2022	**Total For Check # 112734**	**4,414.98**
GALLS			
021036324	UNIFORM ALLOW		203.36
021036273	UNIFORM ALLOW		359.71
021061625	UNIFORM ALLOW		135.91
021153521	UNIFORM ALLOW		150.53
021081960	UNIFORM ALLOW		459.50
021242069	UNIFORM ALLOW		69.40
	Check Date 6/8/2022	**Total For Check # 112735**	**1,378.41**
GATOR CHEF INC			
3-103208	STATION SUPPLIES		96.95
	Check Date 6/8/2022	**Total For Check # 112736**	**96.95**
GEORGE'S LANDSCAPING INC			
PAY #4	IRMA BUTLER TOT LOT PLAYGROUND CONST-VOB 10/5/21		55,143.97
	Check Date 6/8/2022	**Total For Check # 112737**	**55,143.97**
GIULIANOS PIZZA			
ORDER #59	OVERTIME MEAL 2/26/22		39.00
	Check Date 6/8/2022	**Total For Check # 112738**	**39.00**
GLIOT, VERNON			
050822	UNIFORM ALLOW		156.55
	Check Date 6/8/2022	**Total For Check # 112739**	**156.55**

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Invoice	Description	Invoice/Amount
GRAINGER, INC.		
9317101658	WIRE TIES/OUTSIDE DINING LIGHTS	298.28
9311366877	HOSE REPLACEMENT	58.34
9324123604	POOL MATERIALS	344.15
9325791334	50' HOSE	58.34
1447822412	CABLE TIES/OUTDOOR DINING LIGHTS	298.28
	Check Date 6/8/2022 Total For Check # 112740	**1,057.39**
GRANICUS		
149304	LIVE STREAM BROADCAST 3/11-6/10/22	1,260.75
	Check Date 6/8/2022 Total For Check # 112741	**1,260.75**
H21 GROUP		
217611	REPLACEMENT NETS/GOALS BASKETBALL	1,715.00
	Check Date 6/8/2022 Total For Check # 112742	**1,715.00**
HALOGEN SUPPLY COMPANY		
580781	POOL CHEMICALS	585.74
580646	POOL CHEMICALS	932.26
	Check Date 6/8/2022 Total For Check # 112743	**1,518.00**
HAWKINS, INC.		
6173282	PROBES FOR CONTROLLERS	1,360.00
6183622	POOL CHEMICALS	1,323.00
	Check Date 6/8/2022 Total For Check # 112744	**2,683.00**
HILDEBRAND SPORTING GOODS		
RR1191B2	SOFTBALL LEAGUE SUPPLIES	1,138.00
	Check Date 6/8/2022 Total For Check # 112745	**1,138.00**
HINSDALE HIGH SCHOOL		
PARADE	JULY 4TH PARTICIPANT	1,000.00
	Check Date 6/8/2022 Total For Check # 112746	**1,000.00**
HINSDALE NURSERIES, INC.		
1753419	OUTDOOR DINING PLANTS & POTS	2,171.58
1750973	OUTDOOR DINING PLANTS & POTS	4,557.90
	Check Date 6/8/2022 Total For Check # 112747	**6,729.48**
HOME DEPOT CREDIT SERVICE		
MAY2022	MISC HARDWARE & SUPPLIES	665.50
MAY2022	MISC HARDWARE & SUPPLIES	29.16
MAY2022	MISC HARDWARE & SUPPLIES	77.78
MAY2022	MISC HARDWARE & SUPPLIES	299.00
MAY2022	MISC HARDWARE & SUPPLIES	106.00

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Invoice	Description	Invoice/Amount
MAY2022	MISC HARDWARE & SUPPLIES	23.96
MAY2022	MISC HARDWARE & SUPPLIES	99.98
	Check Date 6/8/2022 Total For Check # 112748	**1,301.38**
HR GREEN INC		
152435	2021 CHGO RESURFACING PAY #7	1,887.50
152447	PAVEMENT MGMT STUDY & INFRASTURE PAY #5	362.50
150873	2022 CBD OUTDOOR DINING SURVEY	6,500.00
	Check Date 6/8/2022 Total For Check # 112749	**8,750.00**
HSA BANK		
040122	EMPLOYER CONTRIB TO HSA (2ND QTR)	375.00
	Check Date 6/8/2022 Total For Check # 112750	**375.00**
HUGHES ENVIRONMENTAL CONSULTING INC		
117	VEECK CSO OPERATOR MONTHLY FEE-APR22	400.00
	Check Date 6/8/2022 Total For Check # 112751	**400.00**
ILCMA		
3421	JOB AD POSTING-VILLAGE ENGINEER	50.00
	Check Date 6/8/2022 Total For Check # 112752	**50.00**
INDUSTRIAL ELECTRIC SUPPLY		
S100011999.001	EXIT SIGN REPLACEMENT	16.04
S100010194.002	STREET LIGHT POLE REPLACEMENT-5YR CIP	5,087.50
s100010047.002	STREET LIGHT POLE-CLAIM #181184-01 LINCOLN & FIRST	1,705.61
S100012748.001	WIRE FOR TOWER LIGHTS @ POOL	340.48
S100012452.001	VH FIRE ALARM	97.00
S100012995.001	WIRE & CONNECTOR FOR POOL LIGHTS	56.45
S100012989.001	POOL LIGHT BULBS	22.63
	Check Date 6/8/2022 Total For Check # 112753	**7,325.71**
INDUSTRIAL ELECTRIC SUPPLY		
S100012550.001	BATHROOM LIGHT REPAIR	15.68
	Check Date 6/8/2022 Total For Check # 112754	**15.68**
INTERNATIONAL EXTERMINATO		
05-3438	MAY22 PEST CONTROL	47.00
05-3438	MAY22 PEST CONTROL	47.00
05-3438	MAY22 PEST CONTROL	132.00
05-3438	MAY22 PEST CONTROL	47.00
05-3438	MAY22 PEST CONTROL	47.00
	Check Date 6/8/2022 Total For Check # 112755	**320.00**

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Invoice	Description	Invoice/Amount
IPS INC		
051122	POOL BABY SLIDE PAINT & REPAIR	4,485.00
	Check Date 6/8/2022 Total For Check # 112756	**4,485.00**
IRISH CASTLE		
27117	CONT BD-5603 S PARK #27117	500.00
27115	CONT BD-230 E CHICAGO #27115	500.00
27116	CONT BD-203 BIRCHWOOD #27116	500.00
27174	CONT BD-517 N WASHINGTON #27174	500.00
27173	CONT BD-325 N LINCOLN #27173	500.00
	Check Date 6/8/2022 Total For Check # 112757	**2,500.00**
IRMA		
SALES0020048	2022 CLOSED CLAIMS MARCH	2,184.58
SALES0019972	2022 CLOSED CLAIMS FEBRUARY	644.46
SALES0020015	2021 CLOSED CLAIMS MARCH & DECEMBER	101.27
SALES0020015	2021 CLOSED CLAIMS MARCH & DECEMBER	322.22
IVC0011863	LEGAL/ZONING ISSUE	700.00
	Check Date 6/8/2022 Total For Check # 112758	**3,952.53**
J.G. UNIFORMS		
97762	ALTERATIONS	105.00
97759	UNIFORM	197.00
	Check Date 6/8/2022 Total For Check # 112759	**302.00**
JLD CONSULTING GROUP		
12129	MAY 2022 CONSULTING FEE	5,500.00
	Check Date 6/8/2022 Total For Check # 112760	**5,500.00**
JOHNSON CONTROLS SECURITY		
37355288	ALARM QUARTERLY FEES 06/01/22 - 08/31/22	62.10
37355288	ALARM QUARTERLY FEES 06/01/22 - 08/31/22	62.10
	Check Date 6/8/2022 Total For Check # 112761	**124.20**
JSN CONTRACTORS SUPPLY		
85459	JULIE FLAGS	59.75
	Check Date 6/8/2022 Total For Check # 112762	**59.75**
KARA SYSTEMS		
366904	WOODEN STAKES FOR SIGNS @KLM	45.49
	Check Date 6/8/2022 Total For Check # 112763	**45.49**
KARGE, CHANTAL		
051022	EVENT SUPPLIES & ZOOK FURNISHINGS	269.96

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Invoice	Description	Invoice/Amount
051022	EVENT SUPPLIES & ZOOK FURNISHINGS	413.98
051022	EVENT SUPPLIES & ZOOK FURNISHINGS	13.14
051022	EVENT SUPPLIES & ZOOK FURNISHINGS	155.44
	Check Date 6/8/2022 Total For Check # 112764	**852.52**
KIPPS LAWNMOWER SALES		
505002	AUGER BIT FOR CBD PLANTINGS	89.26
	Check Date 6/8/2022 Total For Check # 112765	**89.26**
KLEIN,THORPE,JENKINS LTD		
226337-226343	LEGAL FEES THRU 4/30/22	17,049.66
	Check Date 6/8/2022 Total For Check # 112766	**17,049.66**
LAND ROVER HINSDALE LLC		
052522	YR 1 SALES TAX INCENTIVE AMT VOB 11/20/18	202,261.28
	Check Date 6/8/2022 Total For Check # 112767	**202,261.28**
LANGUAGE IN ACTION INC		
050622	SPANISH PROGRAMS	160.00
	Check Date 6/8/2022 Total For Check # 112768	**160.00**
LAPSHIN, TRACY		
#21fall	FENCING FALL 21	1,020.00
	Check Date 6/8/2022 Total For Check # 112769	**1,020.00**
LAW ENFORCEMENT TRAINING LLC		
INV-0451	COURTSMART ANNUAL ACCESS-2022	1,130.00
	Check Date 6/8/2022 Total For Check # 112770	**1,130.00**
LENOVO INC.		
6453076957-NOV19	LAPTOP DOCKING STATIONS-INVESTIGATIONS	809.97
	Check Date 6/8/2022 Total For Check # 112771	**809.97**
LINCHPIN SEO		
16424	SEO CONSULTING FOR LODGE	400.00
	Check Date 6/8/2022 Total For Check # 112772	**400.00**
LITHOPRINT, INC		
45455	2021 ANNUAL REPORT	827.00
	Check Date 6/8/2022 Total For Check # 112773	**827.00**
MAJOR APPLIANCE SERVICE INC		
252659	STOVE REPAIRS	369.25
	Check Date 6/8/2022 Total For Check # 112774	**369.25**
MCCARTHY, RYAN		
050422	UNIFORM ALLOW	30.72
	Check Date 6/8/2022 Total For Check # 112775	**30.72**

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Invoice	Description	Invoice/Amount
MCGUINN, CAROL		
052322	SIGN LANGUAGE INTERPRETER	440.00
	Check Date 6/8/2022 Total For Check # 112776	**440.00**
MCMASTER-CARR		
77502736	EYE BOLTS FOR OUTSIDE DINING LIGHTS	51.90
	Check Date 6/8/2022 Total For Check # 112777	**51.90**
MEDINAH CAR CLUB		
PARADE	JULY 4TH PARTICIPANT	500.00
	Check Date 6/8/2022 Total For Check # 112778	**500.00**
MENARDS		
96788	AC CLEANER	10.98
97573	STRAPS FOR PLANTER BOXES	79.52
97895	VISTRO STAGE PAINT	16.98
97603	OUTDOOR DINING LIGHT POLE HANGERS	41.08
97840	WOOD FOR VISTRO	41.34
	Check Date 6/8/2022 Total For Check # 112779	**189.90**
MERRY MARCHERS		
PARADE	JULY 4TH PARTICIPANT	600.00
	Check Date 6/8/2022 Total For Check # 112780	**600.00**
METRO EMERG RESP-INVESTIG		
050222	MERIT DUES 22/23	6,500.00
	Check Date 6/8/2022 Total For Check # 112781	**6,500.00**
MICROSYSTEMS, INC.		VOID 112782
085596	COM DEV SOFTWARE 4/8/22-4/7/23	209.50
	Check Date 6/8/2022 Total For Check # 112783	**209.50**
MIDCO		
1387662	DOOR FOB MAINT	1,020.00
	Check Date 6/8/2022 Total For Check # 112784	**1,020.00**
MIDWEST TIME RECORDER		
184615	PUB SVC TIME CLOCK APR22	92.35
	Check Date 6/8/2022 Total For Check # 112785	**92.35**
MIKE AND SON		
053122	REPAIR BROKEN LATCH KITCHEN DOOR	397.50
05312022	REPAIR WALL/DOOR IN BALLROOM	265.00
	Check Date 6/8/2022 Total For Check # 112786	**662.50**

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Invoice	Description	Invoice/Amount
MONROE TRUCK EQUIPT CO		
336809	SEAL KITS FOR AUGER/SPREADER CONTROL VALVES	46.56
337254	AUGER PARTS #34	166.04
	Check Date 6/8/2022 Total For Check # 112787	**212.60**
MORTENSON ROOFING CO		
11391	REPAIR STORM DAMAGE AT WATER PLANT	2,200.00
11390	REPAIR STORM DAMAGE VH-HEAVY RAINS	1,566.00
	Check Date 6/8/2022 Total For Check # 112788	**3,766.00**
MOTION SOURCE, INC		
3156	BROCHURES FOR LODGE	695.00
	Check Date 6/8/2022 Total For Check # 112789	**695.00**
MOTOROLA SOLUTIONS		
8281377808	CABLE 4RE HDMI -WATCHGUARD	30.00
	Check Date 6/8/2022 Total For Check # 112790	**30.00**
MUNICIPAL WELL & PUMP INC		
19266	30HP POOL PUMP MAINTENANCE (PREVENTATIVE)	14,768.00
	Check Date 6/8/2022 Total For Check # 112791	**14,768.00**
NAMEPLATE & PANEL TECH		
276733	TAGS FOR TRIBUTE TREES	62.00
	Check Date 6/8/2022 Total For Check # 112792	**62.00**
NAPA AUTO PARTS		
4343-775933	OIL FILTER #4	62.59
4343-777446	AMBER STROBE LAMPS #16	132.70
4343-778119	OIL FILTER #22A	62.74
4343-778624	A/C ACCUMULATOR/CAPS & R134 #97	90.97
4343-778678	R-134 FREON #97	10.99
4343-778626	SAWZALL BLADES	25.60
4343-778349	COOLING FAN/THERMOSTAT #97	194.67
4343-777772	AIR FILTERS/FUEL/OIL	16.61
4343-777772	AIR FILTERS/FUEL/OIL	16.61
4343-777772	AIR FILTERS/FUEL/OIL	60.04
4343-777772	AIR FILTERS/FUEL/OIL	231.60
4343-777772	AIR FILTERS/FUEL/OIL	195.44
4343-777772	AIR FILTERS/FUEL/OIL	560.60
4343-777772	AIR FILTERS/FUEL/OIL	35.07
4343-780763	"U" JOINT #AC84	11.45

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Invoice	Description	Invoice/Amount
4343-780583	"U" JOINT #AC84	14.40
4343-780577	AIR FILTERS #12 & #16	221.61
	Check Date 6/8/2022 Total For Check # 112793	**1,943.69**
NAPERVILLE READY MIX INC		
73438	REPLACE CURB & LANDSCAPE WALL	412.00
	Check Date 6/8/2022 Total For Check # 112794	**412.00**
NELS J JOHNSON TREE EXPT		
11111336	TREE PRUNING PER CONTRACT #1655 YEAR 3 VOB 9 -7-21	900.00
11136620	TREE PRUNING PER CONTRACT #1655 YEAR 3 VOB 9 -7-21	94.00
11126055	TREE PRUNING PER CONTRACT #1655 YEAR 3 VOB 9 -7-21	2,100.00
	Check Date 6/8/2022 Total For Check # 112795	**3,094.00**
NEUCO INC		
5932392	ICE MAKER MOTOR	488.72
5946570	POOL EQUIPMENT	9.77
	Check Date 6/8/2022 Total For Check # 112796	**498.49**
NICHOLS, JIM		
05272022-558700	PARAMEDIC LICENSE RENEWAL	40.00
	Check Date 6/8/2022 Total For Check # 112797	**40.00**
NICOR GAS		
13270110003	350 N VINE 4/18-5/16/22	326.18
12952110000	5905 S COUNTY LINE 4/19-5/17/22	357.34
06677356575	PLATFORM TENNIS 4/19-5/17/22	652.27
38466010006	121 SYMONDS 4/19-5/17/22	84.89
38466010006	121 SYMONDS 4/19-5/17/22	84.88
90077900000	YOUTH CENTER 4/18-5/17/22	175.23
	Check Date 6/8/2022 Total For Check # 112798	**1,680.79**
NUCO2 INC		
69791680	CO2 TANK LEASE	159.48
	Check Date 6/8/2022 Total For Check # 112799	**159.48**
NUTOYS LEISURE PRODUCTS		
52853	BENCH DONATION - REIMBURSED	2,531.00
	Check Date 6/8/2022 Total For Check # 112800	**2,531.00**
OAK BROOK MECHANICAL, INC		
30035	KLM-AC NOT WORKING REPAIR	1,092.00
29964	EMERG REPAIR BOILER-KLM	1,344.00

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Invoice	Description	Invoice/Amount
30051	BUILDING AC SERVICE	1,615.50
30051	BUILDING AC SERVICE	1,615.50
	Check Date 6/8/2022 Total For Check # 112801	**5,667.00**
ONE STEP		
184891	PRIVATE LESSON CARDS	400.87
	Check Date 6/8/2022 Total For Check # 112802	**400.87**
111 LINCOLN LLC		
26830	CONT BD-111 S LINCOLN #26830	10,000.00
	Check Date 6/8/2022 Total For Check # 112803	**10,000.00**
ADAMS, DAN P		
27094	CONT BD-239 S ADAMS #27094	500.00
	Check Date 6/8/2022 Total For Check # 112804	**500.00**
AIRCO INTERNATIONAL		
25578	CONT BD-506 MORRIS LANE #25578	4,500.00
	Check Date 6/8/2022 Total For Check # 112805	**4,500.00**
ALBERICO, DONALD		
26396	CONT BD-133 N WASHINGTON #26396	5,000.00
	Check Date 6/8/2022 Total For Check # 112806	**5,000.00**
ANDREONI, JILL		
243840	CLASS CANCEL #243840	60.00
	Check Date 6/8/2022 Total For Check # 112807	**60.00**
ANTHEM BLUE CROSS & BLUE SHIELD		
HINL-19-3062-1	REFUND AMB RUN #HNIL-19-3062:1	80.70
	Check Date 6/8/2022 Total For Check # 112808	**80.70**
BARRIERE CONSTRUCTION INC		
27007	CONT BD-542 HANNAH LN #27007	2,500.00
	Check Date 6/8/2022 Total For Check # 112809	**2,500.00**
BCR DESIGN		
27109	CONT BD-81 W KENNEDY #27109	4,000.00
	Check Date 6/8/2022 Total For Check # 112810	**4,000.00**
CHICAGO HONEY BEAR DANCERS, INC		
4TH OF JULY PARADE	JULY 4TH PARTICIPANT	1,500.00
	Check Date 6/8/2022 Total For Check # 112811	**1,500.00**
CLAYTON PASSERO BUILDERS		
26379	CONT BD-930 S BODIN #26379	10,000.00
	Check Date 6/8/2022 Total For Check # 112812	**10,000.00**

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Invoice	Description	Invoice/Amount
CLAYTON PASSERO BUILDERS		
26378	ST MGMT-930 S BODIN #26378	3,000.00
	Check Date 6/8/2022 Total For Check # 112813	**3,000.00**
CORCORAN, SUSAN		
052522	REFUND LATE FEE	50.00
	Check Date 6/8/2022 Total For Check # 112814	**50.00**
COURTYARD CUSTOM BUILDERS		
25782	STMWR BD-19 S ADAMS #25782	9,800.00
	Check Date 6/8/2022 Total For Check # 112815	**9,800.00**
COURTYARD CUSTOM BUILDERS		
052522	REFUND ZBA CASE V-04-22 (457 S CLAY)	600.00
052522	REFUND ZBA CASE V-04-22 (457 S CLAY)	200.00
052522	REFUND ZBA CASE V-04-22 (457 S CLAY)	25.00
052522	REFUND ZBA CASE V-04-22 (457 S CLAY)	25.00
	Check Date 6/8/2022 Total For Check # 112816	**850.00**
DERAIMO, JOHN		
26482	CONT BD-619 S PARK #26482	5,000.00
	Check Date 6/8/2022 Total For Check # 112817	**5,000.00**
DOMBROWSKI, MARYROSE		
243839	CLASS CANCEL #243839	30.00
	Check Date 6/8/2022 Total For Check # 112818	**30.00**
DUTCHBARN LANDSCAPING		
26407	CONT BD-918 ALLMEN #26407	2,000.00
	Check Date 6/8/2022 Total For Check # 112819	**2,000.00**
ELWOOD, PATRICK		
26869	CONT BD-702 S MADISON #26869	1,000.00
	Check Date 6/8/2022 Total For Check # 112820	**1,000.00**
ERUO-TECH CABINETRY & REMODELING		
26243	CONT BD-131 N QUINCY #26243	2,500.00
	Check Date 6/8/2022 Total For Check # 112821	**2,500.00**
GOLD COAST HOME RENOVATIONS		
26897	CONT BD-1210 INDIAN TRAIL RD #26897	2,500.00
	Check Date 6/8/2022 Total For Check # 112822	**2,500.00**
JOYCE, KATHERINE		
243739	CLASS CANCEL #24379	240.00
	Check Date 6/8/2022 Total For Check # 112823	**240.00**

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Invoice	Description	Invoice/Amount
KEARNEY, JOSEPH		
244942	DOUBLE REGISTERED FOR LACROSSE	450.00
	Check Date 6/8/2022 Total For Check # 112824	**450.00**
KINNAVY, MICHAEL		
PARADE	JULY 4TH PARTICIPANT	400.00
	Check Date 6/8/2022 Total For Check # 112825	**400.00**
KRIZ, STEVEN		
243991	WITHDREW FROM SWIM LESSONS	70.00
	Check Date 6/8/2022 Total For Check # 112826	**70.00**
LAREAU, AMANDA		
245613	FLAG FOOTBALL CANCELLED	52.00
	Check Date 6/8/2022 Total For Check # 112827	**52.00**
LASKOWSKI, AMY		
243518	EVENT ISSUES	250.00
	Check Date 6/8/2022 Total For Check # 112828	**250.00**
LEE, ESTHER		
244914	WITHDREW FROM PROGRAMS	194.00
244914	WITHDREW FROM PROGRAMS	380.00
244914	WITHDREW FROM PROGRAMS	380.00
244914	WITHDREW FROM PROGRAMS	153.00
244914	WITHDREW FROM PROGRAMS	89.00
244914	WITHDREW FROM PROGRAMS	65.00
	Check Date 6/8/2022 Total For Check # 112829	**1,261.00**
MCDADE, MICHAEL A		
HNIL-21-2305-1	REFUND AMB RUN #HNIL-21-2305:1	947.50
	Check Date 6/8/2022 Total For Check # 112830	**947.50**
MEASNER MAGIC PRODUCTIONS, INC		
PARADE	JULY 4TH PARTICIPANT	375.00
	Check Date 6/8/2022 Total For Check # 112831	**375.00**
MEDINAH MARAUDERS SHRINE CLUB		
JULY 4TH PARADE	PARADE PARTICIPANT	600.00
	Check Date 6/8/2022 Total For Check # 112832	**600.00**
OAKWOOD ELECTRIC & GENERATOR		
26253	CONT BD-103 N WASHINGTON #26253	500.00
	Check Date 6/8/2022 Total For Check # 112833	**500.00**

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Invoice	Description	Invoice/Amount
OAKWOOD ELECTRIC & GENERATOR		
26490	CONT BD-350 HAMPTON LN #26490	500.00
	Check Date 6/8/2022 Total For Check # 112834	**500.00**
PATEL, SAMIR		
25477	CONT BD-544 E SEVENTH #25477	11,000.00
	Check Date 6/8/2022 Total For Check # 112835	**11,000.00**
PERLMAN, STEVEN & BARBARA		
26794	CONT BD-320 S GRANT #26794	7,250.00
	Check Date 6/8/2022 Total For Check # 112836	**7,250.00**
RAISINGHANI, MARY ANN		
27232	CONT BD-204 S ADAMS #27232	500.00
	Check Date 6/8/2022 Total For Check # 112837	**500.00**
RITTER, LINDA		
243842	CLASS CANCEL #243842	30.00
	Check Date 6/8/2022 Total For Check # 112838	**30.00**
ROBINSON, JOHN D		
26176	CONT BD-546 W HICKORY #26176	5,000.00
	Check Date 6/8/2022 Total For Check # 112839	**5,000.00**
SCHILLING, MICHAEL		
27081	CONT BD-544 E SEVENTH #25477	500.00
	Check Date 6/8/2022 Total For Check # 112840	**500.00**
SCHRADER, MIKE		
243838	CLASS CANCEL #243838	25.00
	Check Date 6/8/2022 Total For Check # 112841	**25.00**
SPARKS, CASEY		
244925	OVERPAID POOL MEMBERSHIP	150.00
	Check Date 6/8/2022 Total For Check # 112842	**150.00**
STOKES, LACHLAN		
244082	WITHDREW FROM VOLLEYBALL CAMP	120.00
	Check Date 6/8/2022 Total For Check # 112843	**120.00**
THE CONCRETE DOCTORS GROUP		
27146	CONT BD-131 N COUNTY LINE #27146	500.00
	Check Date 6/8/2022 Total For Check # 112844	**500.00**

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Invoice	Description	Invoice/Amount
VICINO, DOUGLAS A		
18050		79.09
	Check Date 6/8/2022 Total For Check # 112845	**79.09**
WHALEN, GRACE NOELL		
26728	CONT BD-24 E 8TH #26728	500.00
	Check Date 6/8/2022 Total For Check # 112846	**500.00**
ONSOLVE INTERMEDIATE		
15224510	CODE RED SUBSCRIPT 5/1/22-4/30/23	7,476.30
	Check Date 6/8/2022 Total For Check # 112847	**7,476.30**
ORBIS SOLUTIONS		
5572961	IT SUPPORT 5/1-5/31/22	13,744.00
5572826	IT SUPPORT 4/1-4/30/22	13,744.00
5572697	INSTALLATION/REPAIR RR PROJ #279814-VOB 12/14/21	33,451.00
5573055	PD/FD ROOF PROJECT	450.00
5573055	PD/FD ROOF PROJECT	450.00
5573099	IT SUPPORT 6/1-6/30/21	13,744.00
5573099	IT SUPPORT 6/1-6/30/21	1,800.00
	Check Date 6/8/2022 Total For Check # 112848	**77,383.00**
PARKER, SARAH J		
060122	LUNCH ON THE LAWN PERFORMER	650.00
	Check Date 6/8/2022 Total For Check # 112849	**650.00**
PEERLESS FENCE		
106565	FENCE REPAIRS	3,350.00
	Check Date 6/8/2022 Total For Check # 112850	**3,350.00**
ADAIR ENTERPRISES INC		
BQ-T00009183	VEHICLE AC MAINTENANCE	32.90
	Check Date 6/8/2022 Total For Check # 112851	**32.90**
PLAQUES PLUS		
h0412-16	BENCH PLAQUE	122.04
	Check Date 6/8/2022 Total For Check # 112852	**122.04**
PRECISION CARTRIDGE INC		
2457	AMMUNITION	4,725.00
	Check Date 6/8/2022 Total For Check # 112853	**4,725.00**

Invoice	Description	Invoice/Amount
PRO ONE BUILDERS INC.		
1	KLM PAVILION REPAIRS	13,010.00
1	KLM PAVILION REPAIRS	980.00
2	KLM SOUTH PAVILION REPAIR LEAK	600.00
	Check Date 6/8/2022 Total For Check # 112854	**14,590.00**
QUADIENT INC		
16696044	METER TAPES LABELS	20.90
	Check Date 6/8/2022 Total For Check # 112855	**20.90**
RAY O'HERRON CO INC		
2170768	UNIFORM ALTERATIONS	78.99
2196093	UNIFORM ALLOW	41.80
2196092	UNIFORM ALLOW	57.40
2186152	UNIFORM ALLOWANCE	147.89
2196433	UNIFORM ALLOWANCE	48.94
2195256	UNIFORM ALLOWANCE	90.98
2195380	UNIFORM ALLOWANCE	105.99
2195379	UNIFORM ALLOWANCE	162.88
	Check Date 6/8/2022 Total For Check # 112856	**734.87**
ROCK 'N' KIDS, INC		
HINSP22	KID ROCK SPRING PROGRAMS	535.00
	Check Date 6/8/2022 Total For Check # 112857	**535.00**
VOGUE INDUSTRIES		VOID 112858
104226	PARKING METER HOOD	2,340.90
	Check Date 6/8/2022 Total For Check # 112859	**2,340.90**
SCHAEFGES BROTHERS INC		
3247	POOL-ADDITION TO PO VOB 4/12/22	42,942.60
3247	COMMUNITY POOL RENOVATION PROJ-BOT 4/6/21	990.40
	Check Date 6/8/2022 Total For Check # 112860	**43,933.00**
SERVICE SPRING CO		
170354	REAR LEAF SPRINGS #4	1,953.11
	Check Date 6/8/2022 Total For Check # 112861	**1,953.11**
SHERWIN WILLIAM-WESTMONT		
8109-8	PAINT FOR PLANTER BOXES	213.68
5251-6	TRAFFIC PAINT	816.00
	Check Date 6/8/2022 Total For Check # 112862	**1,029.68**

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Invoice	Description	Invoice/Amount
SMITH PLASTERING INC		
5098	EMERG WALL REPAIR TO BALLROOM	990.00
	Check Date 6/8/2022 Total For Check # 112863	**990.00**
SOCIETY FOR HUMAN		
SO1762303	MEMBERSHIP RENEWAL-HENN	229.00
	Check Date 6/8/2022 Total For Check # 112864	**229.00**
SPORTS R US		
2610	SPRING SPORTS PROGRAMS	2,640.00
	Check Date 6/8/2022 Total For Check # 112865	**2,640.00**
STANDARD INDUSTRIAL-AUTO		
WO-8542	LIFT REPAIR	1,173.30
	Check Date 6/8/2022 Total For Check # 112866	**1,173.30**
STANFORD BATTERY		
PARADE	JULY 4TH PARTICIPANT	500.00
	Check Date 6/8/2022 Total For Check # 112867	**500.00**
STAPLES BUSINESS ADVANTAG		
8066423398	CARD PRINTER INK CARTRIDGES	213.00
	Check Date 6/8/2022 Total For Check # 112868	**213.00**
STARGUARD ELITE LLC		
3813	LIFEGUARD CERTIFICATIONS	2,450.00
	Check Date 6/8/2022 Total For Check # 112869	**2,450.00**
STEVE PIPER & SONS		
19428	TREE MAINTENANCE SVCS YR 2 BID #1675 BOT 2-1-22	4,528.30
19462	TREE MAINTENANCE SVCS YR 2 BID #1675 BOT 2-1-22	2,700.00
	Check Date 6/8/2022 Total For Check # 112870	**7,228.30**
STRADA CONSTRUCTION CO.		
18-871-2090	PAVEMENT REPAIR	10,185.00
18-871-2090	PAVEMENT REPAIR	7,485.00
	Check Date 6/8/2022 Total For Check # 112871	**17,670.00**
SUBURBAN DOOR CHECK		
IN547612	DUPLICATE KEYS	35.50
IN547612	DUPLICATE KEYS	25.00
	Check Date 6/8/2022 Total For Check # 112872	**60.50**

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Invoice	Description	Invoice/Amount
SUBURBAN FAMILY MAGAZINE		
9668	LODGE ADVERTISING	350.00
9667	POOL ADVERTISING	675.00
	Check Date 6/8/2022 Total For Check # 112873	**1,025.00**
SUBURBAN LABORATORIES, IN		
202024	DBPR SAMPLES	882.00
	Check Date 6/8/2022 Total For Check # 112874	**882.00**
SWARD, CARTER		
05-18-2022	UNIFORM ALLOW 2022	514.40
	Check Date 6/8/2022 Total For Check # 112875	**514.40**
SZAFLARSKI, NINA		
05062022	OFFICE SUPPLIES	43.01
	Check Date 6/8/2022 Total For Check # 112876	**43.01**
TAMELING INDUSTRIES		
0164749-IN	STONE FOR 701 TAFT/REQUESTED	112.64
	Check Date 6/8/2022 Total For Check # 112877	**112.64**
TASC-CLIENT INVOICES		
IN2380738	FMLA-ADM FEES 5/1-7/31/22	481.65
	Check Date 6/8/2022 Total For Check # 112878	**481.65**
TELCOM INNOVATIONS GROUP		
A58463	PHONE SYSTEM SUPPORT	2,623.32
	Check Date 6/8/2022 Total For Check # 112879	**2,623.32**
THE GREAT BIODINI		
061522	LUNCH ON THE LAWN PERFORMER	75.00
	Check Date 6/8/2022 Total For Check # 112880	**75.00**
THE HINSDALEAN		
38919	SHOP LOCAL ADS	715.00
10979	#A-35-2021 & #V-03-22	405.30
10979	#A-35-2021 & #V-03-22	172.20
39147	SHOP LOCAL ADS	390.00
39148	DINE LOCAL ADS	715.00
	Check Date 6/8/2022 Total For Check # 112881	**2,397.50**
THE LAW OFFICES OF AARON H. REINKE		
H-5-19-2002	ADMIN HEARINGS-TOWING	200.00
	Check Date 6/8/2022 Total For Check # 112882	**200.00**

VILLAGE OF Hinsdale Est. 1873

Warrant Register 1760

Invoice	Description	Invoice/Amount
THE MULCH CENTER		
270762	CONTAINER SOIL MIX	1,235.00
	Check Date 6/8/2022 Total For Check # 112883	**1,235.00**
THE POLICE & SHERIFFS		
162629	ID CARD - RETIRED OFFICER	17.58
	Check Date 6/8/2022 Total For Check # 112884	**17.58**
THE STEVENS GROUP		
146266	50/50 SIDEWALK LETTER	960.00
	Check Date 6/8/2022 Total For Check # 112885	**960.00**
THIRD MILLENIUM		
27676	UTILITY BILLING/PARKS BUCKSLIP	1,185.22
27676	UTILITY BILLING/PARKS BUCKSLIP	112.71
27676	UTILITY BILLING/PARKS BUCKSLIP	459.62
27775	VEHICLE STICKER PURCHASED 2/25-5/20/22	1,353.05
	Check Date 6/8/2022 Total For Check # 112886	**3,110.60**
THOMSON REUTERS WEST		
846282160	ONLINE/SOFTWARE SUBS. 04/01/2022-04/31/2022	233.02
	Check Date 6/8/2022 Total For Check # 112887	**233.02**
THOSE FUNNY LITTLE PEOPLE		
JULY 4	PARADE PARTICIPANT	500.00
	Check Date 6/8/2022 Total For Check # 112888	**500.00**
TOSHIBA FINANCIAL SERVICE		
473308195	FIRE/PW COPIER 5/19-6/19/22	269.12
473308195	FIRE/PW COPIER 5/19-6/19/22	269.12
473606762	COPIER LEASE FINANCE-5/23-6/23/22	275.00
	Check Date 6/8/2022 Total For Check # 112889	**813.24**
TREES R US INC		
26145	1/2 OF RFP FOR ASH SOIL INJECTIONS	2,294.25
	Check Date 6/8/2022 Total For Check # 112890	**2,294.25**
TRESSLER, LLP		
446872	PROF FEES THRU 5/31/22 #011269-00010	5,289.00
	Check Date 6/8/2022 Total For Check # 112891	**5,289.00**
TRI RIVER POLICE TRAINING		
5082	ANNUAL MEMBERSHIP-07/22-06/23	2,200.00
	Check Date 6/8/2022 Total For Check # 112892	**2,200.00**

VILLAGE OF Hinsdale Est. 1873

Warrant Register 1760

Invoice	Description	Invoice/Amount
TRUGREEN		
4575118503-MAY22	1/2 OF RFP FOR ASH SOIL INJECTIONS	2,293.10
	Check Date 6/8/2022 Total For Check # 112893	**2,293.10**
ANDRZEJ JEDROL TRUSTWORTHY CLEANING		
40	MAY LODGE CLEANINGS	1,520.00
	Check Date 6/8/2022 Total For Check # 112894	**1,520.00**
TWIN LAKE GREENHOUSE LLC		
58324	2022 BEDDING PLANTS	10,045.00
	Check Date 6/8/2022 Total For Check # 112895	**10,045.00**
UIC ANALYTICAL FORENSIC TESTING LAB		
H1032	FORENSIC TESTING	180.00
	Check Date 6/8/2022 Total For Check # 112896	**180.00**
US GAS		
386110	MEDICAL OXYGEN	85.75
	Check Date 6/8/2022 Total For Check # 112897	**85.75**
VANNORSDEL, DAVID		
MAY-22	ERP PROJECT MANAGEMENT-VOB 12/14/21	3,408.00
MAY-22	ERP PROJECT MANAGEMENT-VOB 12/14/21	1,392.00
	Check Date 6/8/2022 Total For Check # 112898	**4,800.00**
VERIZON WIRELESS		
9907188768	IPADS/MODEMS/PD CAMERAS 4/24-5/23/22	110.66
9907188768	IPADS/MODEMS/PD CAMERAS 4/24-5/23/22	36.87
9907188768	IPADS/MODEMS/PD CAMERAS 4/24-5/23/22	110.66
9907188768	IPADS/MODEMS/PD CAMERAS 4/24-5/23/22	332.19
9904894303	MONTHLY DATA USAGE MAR 24 - APR 23	50.04
9904894303	MONTHLY DATA USAGE MAR 24 - APR 23	38.01
9905232363	MONTHLY DATA USAGE MAR 29 - APR 28	524.36
9905232363	MONTHLY DATA USAGE MAR 29 - APR 28	264.63
9905232363	MONTHLY DATA USAGE MAR 29 - APR 28	125.88
9907238616	MONTHLY DATA USAGE APR 24 - MAY 23	50.04
9907238616	MONTHLY DATA USAGE APR 24 - MAY 23	38.01
	Check Date 6/8/2022 Total For Check # 112899	**1,681.35**
VIGILANT SOLUTIONS, LLC		
47279RI	LPR CAMERAS	3,920.00
	Check Date 6/8/2022 Total For Check # 112900	**3,920.00**

VILLAGE OF Hinsdale Est. 1873

Warrant Register 1760

Invoice	Description	Invoice/Amount
VIGILANT SOLUTIONS, LLC		
47279RI	LPR CAMERAS	6,365.00
	Check Date 6/8/2022 Total For Check # 112901	**6,365.00**
VULCAN CONST MATERIALS LL		
32928104	CA-6 STONE BACKFILL	703.81
32931701	CA-7 STONE	521.04
	Check Date 6/8/2022 Total For Check # 112902	**1,224.85**
WAREHOUSE DIRECT INC		
5230692-0	LODGE JANITORIAL SUPPLIES	15.56
5225967-0	OFFICE SUPPLIES	25.07
5231145-0	OFFICE SUPPLIES	30.19
5231097-0	OFFICE SUPPLIES	565.11
5231616-0	OFFICE SUPPLIES	45.66
5239424-0	JANITORIAL SUPPLIES	72.64
5240791-0	BREAKROOM SUPPLIES	29.30
5240791-0	BREAKROOM SUPPLIES	29.30
5237956-0	OFFICE SUPPLIES	505.40
5237956-0	OFFICE SUPPLIES	73.09
5238881-0	OFFICE SUPPLIES	123.13
5242908-0	JANITORIAL SUPPLIES	54.31
5230030-1	JANITORIAL SUPPLIES	89.90
5241961-0	OFFICE SUPPLIES	20.97
5245427-0	JANITORIAL SUPPLIES VEECK PK	123.98
5229932-1	PRINTER TONER	147.54
5248192-0	ADMIN OFFICE SUPPLIES	29.79
5245533-0	LODGE OFFICE SUPPLIES	92.70
5251444-0	LODGE OFFICE SUPPLIES	18.38
	Check Date 6/8/2022 Total For Check # 112903	**2,092.02**
WESTERN REMAC, INC		
61878	STREET SIGN TOPPERS	3,480.00
	Check Date 6/8/2022 Total For Check # 112904	**3,480.00**
WEX BANK		
81296195	MAY22 UNLEADED FUEL	247.90
81296195	MAY22 UNLEADED FUEL	758.75
81296195	MAY22 UNLEADED FUEL	6,272.90
81296195	MAY22 UNLEADED FUEL	1,384.70

VILLAGE OF Hinsdale Est. 1873

Warrant Register 1760

Invoice	Description	Invoice/Amount
81296195	MAY22 UNLEADED FUEL	411.32
81296195	MAY22 UNLEADED FUEL	387.47
81296195	MAY22 UNLEADED FUEL	153.13
81296195	MAY22 UNLEADED FUEL	1,042.82
81296195	MAY22 UNLEADED FUEL	1,035.96
	Check Date 6/8/2022 Total For Check # 112905	**11,694.95**
WILLOWBROOK FORD INC		
5157320	CANISTER PURGE VALVE #832	51.95
5157739	BELT/TENSIONER/MOLDINGS #834	287.29
	Check Date 6/8/2022 Total For Check # 112906	**339.24**
WINDY CITY NINJAS		
5-27-2022	SPRING SESSION 2	100.00
	Check Date 6/8/2022 Total For Check # 112907	**100.00**
YOUNG REMBRANDTS		
1910	SPRING PROGRAMS	75.00
	Check Date 6/8/2022 Total For Check # 112908	**75.00**
SAFELITE FULFILLMENT INC		
05447-067330	UNIT #37 REAR GLASS	635.98
	Check Date 6/8/2022 Total For Check # 112909	**635.98**
	Total For ALL Checks	**1,498,282.01**

VILLAGE OF Hinsdale
Est. 1873

Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	954,337.99
CAPITAL PROJECTS FUND	400	362.50
WATER & SEWER OPERATIONS FUND	600	414,857.01
ESCROW FUND	720	91,050.00
PAYROLL REVOLVING FUND	740	37,674.51
	TOTALS:	1,498,282.01

END OF REPORT

VILLAGE OF Hinsdale Est. 1873

AGENDA ITEM # 10a

REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION:	Second Reading/Non-Consent – ACA
SUBJECT:	Collective Bargaining Agreement With FOP
MEETING DATE:	June 14, 2022
FROM:	Kathleen A. Gargano, Village Manager

Recommended Motion

Approve a resolution approving a collective bargaining agreement (CBA) between the Village of Hinsdale and the Illinois Fraternal Order of Police Labor Council (FOP); and approve corresponding amendments to the Personnel Manual.

Background

The CBA between the Village and the FOP, which represents Hinsdale Police Officers below the rank of Sergeant, expired April 30, 2022. The parties met four times to negotiate a successor contract, and a tentative agreement has been reached. The tentative agreement was ratified by the FOP on May 19, 2022, and is now before the Village Board for approval. The final contract is being finalized by the parties in accordance with the tentative agreement.

Discussion & Recommendation

Adjustments were made to the operating procedures of the Police Department and to administrative policies of the Village. Certain terms of the tentative agreement are as follows:

- Expanded process for filling vacant shifts with less than 24 hours' notice (Hireback). Language has been added to allow employees to sign up to be assigned to work an unscheduled shift. This will streamline and reduce the amount of time management spends filling unplanned shift vacancies.
- Detailed language regarding what activities constitute time towards fulfillment of a new hire probationary period to include attending the Police Academy, time spent working in the FTO training program and/or while working solo patrol duty.
- Updated language relative to health insurance plans currently in effect. Prior CBA referenced 2008 as the effective date of health insurance plans.
- Additional 8 hours of floating holiday time off to remain competitive in attracting and retaining talent

Any benefit changes will be passed along to the unrepresented employees. This includes expanding the utilization of the existing benefits of Special Leave to include the birth or adoption of an employee's child within 30 days of the event.

Budget Impact

Salaries will be adjusted as follows retroactive to May 1, 2022:

May 1, 2022	2.50%
May 1, 2023	2.75%
May 1, 2024	3.00%

No budget impact as the 2.50% increase effective May 1, 2022 is the same provided for in the budget the Village Board approved.

Village Board and/or Committee Action

Closed Session of the Village Board: March 15, 2022 and May 3, 2022.

Documents Attached

1. Resolution

VILLAGE OF HINSDALE

RESOLUTION NO. 2022-____

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale, DuPage and Cook County, Illinois, find that the Village of Hinsdale recognizes the Illinois Fraternal Order of Police Labor Council (hereinafter "FOP"), as the exclusive representative for all sworn full-time employees employed by the Village of Hinsdale in the classification of Police Officer below the rank of sergeant; and

WHEREAS, the Village President and Board of Trustees further find the Village has reached a tentative agreement with the FOP on the terms of a new three (3) year collective bargaining agreement, for the period of May 1, 2022 through 11:59 P.M. on April 30, 2025, and to be effective as of the day it is executed by the Village and the FOP; and

WHEREAS, the Village President and Board of Trustees further find the FOP's membership has ratified said tentative agreement; and

WHEREAS, the Village President and Board of Trustees further find the terms and provisions of said tentative agreement concerning a new collective bargaining agreement are acceptable to the Village and that the public interest would be served by its adoption and approval;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Hinsdale, Cook County, Illinois:

SECTION 1: The foregoing findings and recitals, and each of them, are hereby made part of Section 1of this Resolution and incorporated by reference as if set forth herein.

SECTION 2: A draft of the proposed agreement which incorporates the tentative agreement between the Village of Hinsdale and the FOP has been provided to the Village Board for review. Any non- substantive subsequent changes identified during attorney review may be approved by the Village President and Village Manager. The draft of the proposed agreement is hereby approved by the Village of Hinsdale.

SECTION 3: The Village President and the Village Clerk are hereby each authorized and directed to execute and attest, respectively, said new collective bargaining agreement, subject to the approval of the Village Attorney as to form.

SECTION 4: The Village Manager, Finance Director and Village Attorney, and each of them, are hereby authorized and directed to prepare and execute any ancillary documents to the collective bargaining agreement as may otherwise be necessary as provided therein or otherwise required by law, and to take such further or different actions as may be necessary or required to give full force and effect to this Resolution.

SECTION 5: This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this ___ day of _____, 2022, pursuant to a roll call vote as follows: **AYES:** _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this ____ day of _____, 2022.

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

VILLAGE OF Hinsdale Est. 1873

AGENDA ITEM # 10b

REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION:	Second Reading-Non-Consent - ACA
SUBJECT:	Entering into a Lease Agreement with Hinsdale Community Services
MEETING DATE:	October 5, 2021
FROM:	Bradley Bloom, Assistant Village Manager/Dir of Public Safety

Recommended Motion

Approve a Resolution Approving and Authorizing Execution of a Lease of Office/Distribution Space at 22 N. Elm Street between HCS Family Services and the Village of Hinsdale, Illinois

Background

Hinsdale Community Services (HCS) currently utilizes space at the Village-owned Memorial Building without cost based on an arrangement that was initiated with a resolution approved by the Village Board on June 26, 1928, at the time of the original transfer of the Memorial Building to the Village, pledging certain office space within Memorial Hall for the use of the Hinsdale Nursing and Relief Association. The use at the Memorial Building by HCS, a successor organization to the Hinsdale Nursing and Relief Association, has expanded in scope since that time beyond the originally provided space to its current use of approximately 2,000 square feet.

Due to steady increase in clients over the last 10 years, HSC has outgrown their current space in the Memorial Building. Dating back to late 2018, staff as well as Trustees Hughes and Posthuma have been working with HCS to identify alternative Village owned space to relocate HCS and negotiating the terms of a lease.

It is intended that part of the consideration for this Lease will be the complete cessation of use of the Memorial Building by HCS due to its voluntary vacation of the Memorial Building premises and its relocation to a Village owned building previously occupied by the Hinsdale Humane Society located at 22 N. Elm Street. Following the issuance of a certificate of occupancy at 22 N. Elm Street, HCS shall have ninety (90) days to vacate the Memorial Building and shall have no right to any further use of space at the Memorial Building.

Discussion & Recommendation

The terms of the lease agreement are as follows:

The initial term of the lease is for 10 years with 3 additional 5-year periods subject to the mutual agreement by the parties. HCS shall pay no rent to the Village. The Village is responsible for reasonable cost of utility services. Currently, the utilities are provided under the Village's gas and electrical franchise agreements. HCS is responsible for all build out costs currently estimated at $420,000 dollars. The Village agrees to waive building permit costs other than pass through costs. The Village agrees to work with HCS and ComEd in the relocation of an electrical pole, if necessary, and the parties will split the cost of such relocation, with the

Village's contribution capped at $25,000. The Village is responsible for maintenance to the exterior of the building. If the Village sells the property or desires to use the property for other purposes during the term the Village has the right to deliver notice no sooner than after the end of the sixth year with two years notice to relocate HCS to a suitable location to resume operations and provide comparable services taking into reasonable consideration such factors as size, traffic, customer parking, location, parking and loading accessibility for HCS vans, ability to provide drive-thru service, single level space and be equal or exceed the size of HCS currently used space in the Memorial Building of 2000 square feet. The replacement premises will be leased under the same terms of this agreement. If relocation occurs during the term, the Village must reimburse 150% of the lease buildout costs if before the conclusion of the initial term and on a pro-rated basis thereafter. The Village is responsible for insuring the building itself, and HCS is responsible for carrying general liability and workers' compensation insurance relative to its activities at the building, and fire damage insurance relative to its personal property. The Village is responsible for all repair costs in excess of $1,000 to the building mechanicals, plumbing and electric systems.

HCS buildout plans include making certain improvements to the interior and exterior of the building as well as adding a small parking lot to the north side of the building. Zoning and signage related approvals will come back before the Board and will be considered as a separate matter. If zoning approvals necessary for construction of the project by HCS are not approved, the lease shall automatically terminate. Preliminary concept renderings (subject to change) showing building elevations are attached.

HCS has outgrown their current space in the Memorial Building and has a strong desire to relocate to the former Humane Society building. The Memorial Building is a historic building and not designed to accept bulk food deliveries. As such the Memorial Building has been subject to unusual wear and tear attributable to the HSC operations. The HSC also impacts available parking and traffic flows in and around the Memorial Building.

The building previously used by the Humane Society is vacant, unused and in good condition. The building mechanicals are not in need of significant repair. The building will provide HCS with almost 5500 square feet of space (almost double their current space in the Memorial Building) in a single-story building. The Village forecasts less than $5,000 in annual maintenance expenses. Lastly, once HCS vacates the Memorial Building the Village will benefit from the additional office space and parking availability.

Based upon this, staff recommends Village Board approval of the lease.

Budget Impact

Annual maintenance expenses are expected to be less than $5,000. Sidewalk construction cost is estimated at $38,000.

Village Board and/or Committee Action

Following the Village Board's first reading on October 5, 2021, HCS has agreed to not construct a parking lot on the north side of the building and in return the Village would relocate the parking from the east side of Elm street to the west side and construct a sidewalk on the west side of Elm Street from 22 N. Elm to Walnut Street and the Village would designate this as a

parking/loading area for HCS use. An additional 7 angled parking spaces on the north side of Symonds Drive would also be designated for use by HCS. The lease has been modified to reflect these changes.

Documents Attached

1. Resolution and HCS Lease
2. Draft Concept Renderings showing proposed building elevations

VILLAGE OF HINSDALE

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A LEASE OF OFFICE / DISTRIBUTION SPACE AT 22 N. ELM STREET BETWEEN HCS FAMILY SERVICES AND THE VILLAGE OF HINSDALE, ILLINOIS

WHEREAS, the Village of Hinsdale (the "Village") is the record owner of certain property, commonly known as 22 N. Elm Street (hereinafter referred to as the "Subject Property"), within the boundaries of the Village of Hinsdale, DuPage and Cook Counties, Illinois; and

WHEREAS, HCS Family Services ("HCS") is an Illinois not-for-profit organization that currently utilizes space at the Village-owned Memorial Building at 19 E. Chicago Avenue without cost to Lessee based on an arrangement that was initiated with a resolution approved by the Village Board of Lessor on June 26, 1928, at the time of the original transfer of the Memorial Building to the Village, pledging certain office space within Memorial Hall for the use of the Hinsdale Nursing and Relief Association; and

WHEREAS, the use at the Memorial Building by HCS, a successor organization to the Hinsdale Nursing and Relief Association, has expanded in scope since that time beyond the originally provided space to its current use of approximately 2,000 square feet, without formalization of specific terms; and

WHEREAS, the Parties mutually desire to relocate HCS from the Memorial Building to a single-story structure and adjacent parking areas on the Subject Property previously occupied by the Hinsdale Humane Society, subject to the terms and conditions of the lease attached hereto as **Exhibit "A"** and made a part hereof (the "Lease"), and subject to HCS obtaining certain zoning and other approvals required for use of the Subject Property, as set forth in the Lease; and

WHEREAS, the Parties intend that part of the consideration for the Lease will be the complete cessation of use by HCS of the Memorial Building due to its voluntary vacation of the Memorial Building premises and its relocation to the Premises as described in the Lease; and

WHEREAS, HCS desires to use the single-story structure and adjacent parking areas on the Subject Property for its not-for-profit purposes; and

WHEREAS, the Corporate Authorities of the Village desire to allow HCS to use the single-story structure and adjacent parking areas on the Subject Property for such purposes on the terms set forth in the Lease, and find that it is in the best interests of the Village and the public health, safety and welfare to enter into said Lease.

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

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

SECTION 2: The President and Board of Trustees of the Village Riverside authorize and approve the attached Lease between the Village of Hinsdale and HCS in substantially the form attached hereto as **Exhibit "A"** and made a part hereof. Any amendments to the Lease made hereafter but prior to execution, based on further negotiations, shall be subject to the approval of the Village Manager and shall be reported by the Village Manager to the Board of Trustees. The Village President and Village Clerk of the Village of Hinsdale, or their designees, are authorized and directed to execute and deliver said Lease and such other instruments, as may be necessary or convenient to fulfill the Village's obligations under the Lease.

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

ADOPTED this _____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2021, and attested to by the Village Clerk this same day.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT "A"

COPY OF LEASE OF OFFICE / DISTRIBUTION SPACE AT 22 N. ELM STREET BETWEEN HCS FAMILY SERVICES AND THE VILLAGE OF HINSDALE, ILLINOIS

(ATTACHED)

LEASE OF OFFICE / DISTRIBUTION SPACE AT 22 N. ELM STREET BETWEEN HCS FAMILY SERVICES AND THE VILLAGE OF HINSDALE, ILLINOIS

DATE OF LEASE		TERM OF LEASE	See Below
BEGINNING	**ENDING**	**RENT**	
_____ (see Section 2.)	_____, at 11:59 p.m.	(see Section 3.)	

LOCATION OF PREMISES: The Premises consists of certain land, a one-story masonry building with approximately 4,500 square feet of interior space (the "Building"), and related improvements owned by the Village of Hinsdale and previously leased by the Hinsdale Humane Society, located at 22 N. Elm Street (the corner of Elm Street and Symonds Drive) in Hinsdale, Illinois, along with ~~an~~ adjacent parking area**s** (collectively, the "Premises"), as further depicted in **EXHIBIT "1"** attached hereto and made a part hereof.

PERMITTED PURPOSES: Subject to receiving any necessary Zoning approvals, and compliance with Village Zoning and other codes, the Premises shall be used by HCS Family Services, an Illinois not-for-profit corporation, in pursuit of its general charitable purposes, which shall include the operation of a food pantry at the Premises, provided that such uses shall not be inconsistent with the general purposes for which the Lessee currently exists (collectively, the "Permitted Purposes").

LESSEE		**LESSOR**	
Name:	HCS Family Services, an Illinois not-for-profit corporation	Name:	Village of Hinsdale, Illinois, an Illinois municipal corporation
Address:	19 E. Chicago Avenue Hinsdale, IL 60521	Address:	19 E. Chicago Avenue Hinsdale, IL 60521
Contact:	Ms. Wendy Michalski Executive Director	Contact:	Ms. Kathleen Gargano Village Manager

In consideration of the mutual covenants and agreements herein stated, Lessor leases to Lessee and Lessee accepts and leases from Lessor solely for the above Permitted Purposes the Premises designated above, together with the appurtenances thereto, for the Term set forth in Section 2 below.

1. BACKGROUND; EXISTING ARRANGEMENT; TERMINATION OF RIGHT: Lessee currently utilizes space at the Village-owned Memorial Building at 19 E. Chicago Avenue without cost to Lessee based on an arrangement that was initiated with a resolution approved by the Village Board of Lessor on June 26, 1928, at the time of the original transfer of the Memorial Building to the Village, pledging certain office space within Memorial Hall for the use of the Hinsdale Nursing and Relief Association. The use at the Memorial Building by Lessee, a successor organization to the Hinsdale Nursing and Relief Association, has expanded in scope since that time beyond the originally provided space to its current use of approximately 2,000 square feet, without formalization of specific terms. It is intended that part of the consideration for this Lease will be the complete cessation of use by Lessee of the Memorial Building due to its voluntary vacation of the Memorial Building premises and its relocation to the Premises as described herein. Following the issuance of a certificate of occupancy at the Premises, as described herein, Lessee shall have ninety (90) days to vacate the Memorial Building, and shall have no right to any further use of space at the Memorial Building.

2. TERM; EXTENSION TERMS: The Lease shall commence on the Effective Date, which shall be the date the Lease is executed by the Lessor, and shall be inserted as the "Date of the Lease" in the table above. The actual Term of the Lease, however, shall commence six (6) months after the issuance of a building permit for the Buildout Work, as described below (the "Term Commencement Date"). The Term Commencement Date shall be inserted in the table above as the beginning date, and a date ten (10) years after the Term Commencement Date shall be inserted in the table above as the ending date. The initial term (the "Initial Term"), once commenced, shall run for a period of ten (10) years between

the dates as set forth in the table above, unless sooner terminated by either party as hereinafter described. The Parties may mutually agree to extend the term of this Lease for up to three (3) additional five (5) year periods (the "First Extended Term", "Second Extended Term" and "Third Extended Term," respectively, and collectively, the "Extended Terms") upon the terms, covenants and conditions contained in this Lease. To exercise its option to extend the Lease for each of the Extended Terms, Lessee must provide written notice of its desire to extend the term at least twenty-four (24) months prior to the end of the Initial Term or Extended Term, as applicable ("Extension Request"). Subject to the terms and provisions of Section 8, the Lessor shall, upon receipt of an Extension Request, have ninety (90) days in which to accept the Extension Request, or, in its discretion, deny the Extension Request. In order to make an Extension Request, Lessee must not then be in default beyond any applicable notice and/or cure period and must not have been in material default more than three (3) times during the Initial Term, or during any individual Extended Term. Unless extended or earlier terminated, the Initial Term of the Lease ends on the ending date and time listed in the table on page 1 above. Unless further extended, and only if applicable, the First Extension Term and Second Extension Term shall end five (5) years and ten (10) years, respectively, from the ending date and time listed in the table on page 1 above. The Third Extension Term, if applicable, shall end fifteen (15) years from the ending date and time listed in the table on page 1 above.

3. RENT: Lessee shall pay no rent to the Lessor for the occupancy and use of the Premises either during the Initial Term or during any Extended Term.

4. PAYMENT OF REAL ESTATE TAXES: The premises are currently exempt from real estate property taxes. As the Premises shall continue to be used for public purposes, and are not leased for profit, and Lessee is a not-for-profit charitable organization, the leasehold interest created in the Premises hereby should not be taxable.

5. PAYMENT OF ALL OTHER TAXES: Lessee shall be responsible for and shall pay before delinquent all federal, state, county and municipal taxes, if any, coming due during or after the Term Commencement Date and during the Term of this Lease against the leasehold estate or against personal property of any kind owned or placed in, upon or about the Premises by Lessee.

6. UTILITY SERVICES: The Lessor shall generally be responsible for acquiring and providing, and shall bear the reasonable cost of the following services and utilities required at the Premises: electricity, gas, water, sewer, trash pickup, landscaping, and removal of snow (subject to Section 11.D.). Lessee shall be responsible for obtaining any additional utility services for the Premises that it desires, including but not limited to telephone service, internet service and cable service. Lessor shall allow the phone company, cable company and internet provider the right to enter upon Lessor's property to install the service lines and facilities. Lessee shall have no obligation to cause the removal of such lines and facilities at the end of the Term.

7. MODIFICATIONS TO PREMISES:

A. Certain Lessee improvements (the "Lessee Improvements") shall be made by the Lessee at the sole cost and expense of the Lessee. All Lessee Improvements are to be completed before Lessee can occupy the Premises. The Lessee Improvements consist of (1) ~~construction of a new parking area on the north side of the Building, subject to receiving any necessary zoning approvals, Lessor approval of any building, engineering and/or other required plans, and any other approvals required by the Lessor or other permitting authority; (2)~~ subject to Lessor's approval of any building, engineering and/or other required plans, which approval shall not be unreasonably withheld, conditioned or delayed, the buildout of the interior space for Lessee's office, food pantry and other Permitted Purposes; and (~~3~~2) certain exterior improvements and signage, subject to receiving any necessary zoning approvals, and Lessor approval of any building, engineering and/or other required plans.

B. Lessee acknowledges that the area that includes the Premises is an existing planned development, and that certain zoning approvals are necessary in order to construct the Lessee improvements. Lessee shall cooperate with the Lessor in seeking such zoning approvals as are deemed necessary in order to construct the Lessee Improvements, including any requested signage and including acting as a co-applicant with the Lessor for such relief if requested. In the event the zoning approvals necessary for construction of the Lessee Improvements are not approved within one hundred eighty (180) days

following the Effective Date, this Lease shall automatically terminate and be of no further force or effect. In the event of such termination, each Party shall bear their own costs, and the Parties shall have no further obligation to each other under this Agreement.

C. On or before a date one hundred eighty (180) days following the Effective Date, Lessee shall deliver to Lessor an application for a building permit to construct the Lessee Improvements together with all construction and drawings, plans and specifications as required by existing ordinances of the Lessor. In the event the Lessor does not issue a building permit to the Lessee, Lessee shall have the right to terminate this Lease by providing written notification thereof to the Lessor. In the event of such termination, each Party shall bear their own costs, and the Parties shall have no further obligation to each other under this Agreement.

D. Lessor hereby agrees to waive the building permit fees and any inspection fees related to the Lessee Improvements. The Lessor shall not waive any expenses that are considered "pass through expenses" to the Lessee associated with Lessee Improvements.

E. Lessee may access the Premises following the Effective Date and prior to the Term Commencement Date, in order to plan any improvements and obtain information necessary to prepare its building permit application, and to commence and construct the Lessee Improvements following the issuance of a building permit. Lessee agrees to construct the Lessee Improvements, as well as any other improvements approved by the Lessor pursuant to subsection 7.A. above, consistent with the plans approved by the Lessor's Staff pursuant to this subsection, within two hundred forty (240) days of receiving a building permit. Upon completion of the Lessee Improvements, Lessee will seek a certificate of occupancy. The period of time prior to the issuance of a certificate of occupancy is the "Buildout Period". The Lessee Improvements are estimated to cost approximately $420,000.

F. Whether during the Buildout Period or during the Term of the Lease, Lessee shall not make any interior replacement, alteration, improvement or addition to or removal from the Premises which affects the structural integrity of the ~~building~~ Building (hereinafter "alteration"), without prior written approval of Lessor's Village Manager and issuance of appropriate permits following a submission of plans and related documents as set forth in this subsection, for staff review. Consent to interior alterations not affecting the structural integrity of the ~~building~~ Building are subject to Lessor's approval of any building, engineering and/or other required plans, which shall not be unreasonably withheld. Consent to any exterior alterations or improvements to the Premises may be withheld in the Village~~'s~~ Manager's sole discretion. In the event Lessee proposes to make any alteration, Lessee shall, prior to commencing such alteration, submit to Lessor for prior written zoning and/or other approval: (i) detailed plans and specifications; (ii) including the name, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Lessor, naming Lessor and any other parties designated by Lessor as additional primary insureds; and (v) all other documents and information as Lessor may reasonably request in connection with such alteration. Neither approval of the plans and specifications nor supervision of the alteration by Lessor shall constitute a representation or warranty by Lessor as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Lessee shall pay the entire cost of any alteration. Each alteration shall be performed in a good and workmanlike manner, in accordance with the zoning approvals, plans and specifications approved by Lessor, and shall meet or exceed the standards for construction and quality of materials established by Lessor for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements.

G. Promptly after the completion of the Lessee Improvements and provided that following inspection it is determined that the Lessee Improvements have been constructed in accordance with the submitted and approved plans and specifications submitted to the Lessor, and provided the Lessee is in compliance with the terms of this Lease and with all other applicable Village codes, Lessor shall issue to Lessee a

certificate of occupancy. Unless the completed Lessee Improvements do not conform to the requirements of this subsection, or Lessee is in default of the terms of this Lease or in violation of other applicable Village codes, Lessor shall issue the certificate of occupancy.

H. ~~Lessor and Lessee agree to work together with ComEd in the relocation of an existing utility pole located north of 22 N. Elm. The cost of such relocation shall be split between Lessor and Lessee, with the Lessor's portion not to exceed twenty five thousand and 00/100 dollars ($25,000.00).~~ Lessor shall construct a public sidewalk (the "Access Walk") commencing at the north end of the existing parking lot on the west side of Elm Street and extending north to Walnut Street, for use by Lessee and its patrons and the general public. Construction of the Access Walk shall be at Lessor's sole cost and expense and shall be completed within 100 calendar days of issuance by the Village of a building permit for the Lessee Improvements, weather permitting.

I. Maintenance of the exterior of the Building is the responsibility of Lessor as set forth below in Section 9. However, Lessor may consent to the performance of certain necessary exterior improvements by Lessee following the Buildout Period and construction of the Lessee Improvements. Unless otherwise agreed to, any exterior improvements performed by the Lessee, following approval by Lessor, shall be at Lessee's sole cost and expense.

9.8. **RELOCATION:** If Lessor sells or desires to sell the property underlying the Premises, or otherwise desires or needs to utilize the Premises for other purposes, Lessor shall have the right, at any time after the end of the sixth (6th) year of the Initial Term and during the Extended Terms, if any, upon not less than two (2) years' notice to Lessee, to relocate Lessee to a replacement premises (the "Replacement Premises") selected by Lessor that will be suitable for Lessee to continue providing comparable services, taking into reasonable consideration the totality of the circumstances, including such factors as size, traffic, customer parking, location, parking and loading accessibility for HCS vans, ability to provide drive-thru services and single level space. Lessor shall continue to be responsible, with respect to such Replacement Premises, for the same items agreed to herein with respect to the Premises for the remainder of the Initial Term or, if applicable, the Extended Terms. The Parties agree that should the Lessor desire to relocate the Lessee from the Premises, the Replacement Premises shall be available to Lessee on the same terms and conditions set forth herein for the duration of the Initial Term and the Extended Term(s), if applicable, and the size of the Replacement Premises provided by Lessee must at equal or exceed the currently utilized space in Memorial Hall (approximately 2,000 square feet).

In the event the Lessor relocates Lessee to Replacement Premises at any time prior to the end of the Initial Term, as extended by the Extended Terms, the Lessor shall make payment to Lessee of a portion of the reasonable cost of the Lessee Improvements ("Lessee Improvement Costs") made by Lessee to the Premises, as defined below, based on the following formula:

a. If relocation occurs anytime following the Buildout Period but before the conclusion of the Initial Term: 150% of the Lessee Improvement Costs;

b. If relocation occurs anytime during the First Extended Term: 75% of the Lessee Improvement Costs;

c. If relocation occurs anytime during the Second Extended Term: 50% of the Lessee Improvement Costs; and

d. If relocation occurs during the Third Extended Term: 25% of the Lessee Improvement Costs.

Lessee shall provide estimates of the cost of the Lessee Improvements to the ~~Village~~ Lessor for review and approval as to reasonableness at the time of execution of this Lease (the "Cost Estimates"). For purposes of this Lease and calculations made in this Section, the Lessee Improvement Costs shall mean the lesser of the approved Cost Estimates or the actual cost of the Lessee Improvements (including both hard and soft costs) as demonstrated by construction invoices, receipts and payments made by Lessee to architects, contractors, subcontractors, suppliers and other third parties providing construction services, which documentation shall be provided to the Lessor upon completion of the Lessee Improvements and prior to occupancy of the Premises, and maintained in ~~Village~~ Lessor files.

10.9. **USE, SIGNAGE, PARKING, ZONING, LOADING & STORAGE:**

A. No temporary or permanent awnings or other fixtures or attachments may be placed on the exterior of the Premises without ~~Village~~ Lessor zoning approvals, if required, and the Village Manager's approval of the need for, content, design and location of the awning, fixture or attachment, which approval may be withheld, in the Lessor's absolute discretion. Any requested awnings, fixtures and attachments must be consistent with the design of the ~~building~~ Building and nature of the Village-owned grounds adjacent to the Premises (the "Adjacent Village-Owned Area").

B. No temporary or permanent signs may be placed on the Premises or Adjacent Village-Owned Area without such sign approvals as required by the Village's zoning and other codes, and the Village Manager's approval of the need for, content, size, design and location of the sign, which approval may be withheld, in the Lessor's absolute discretion. Lessee shall have the right to seek approval of an identification sign which would be visible from the train tracks and so-called "wayfinding" signs directing its clients to the Premises. The content, size, design and location of the signs shall be consistent with the design of the building and nature of the Adjacent Village-Owned Area. The Lessor reserves the right to post or place informational signs, or to have such signs posted or placed on the exterior of the Premises or the Adjacent Village-Owned Area. No political or election signs shall be placed or maintained on the Premises or Adjacent Village-Owned Area at any time.

C. As acknowledged by the Lessee and detailed in Section 7.B. above, the area that includes the Premises is an existing planned development, and certain zoning approvals are necessary in order to construct the Lessee Improvements on the Premises.

D. Lessee shall, at its sole cost and expense, obtain any and all governmental permits and other approvals that may be required in connection with the Permitted Purposes. While Lessee has a right, subject to such approval(s), to use the Premises for the Use and Purposes specified herein, Lessee may not use the Premises or Adjacent Village-Owned Area at any point during the Initial Term or Extended Terms in a manner that interferes with or disturbs the use of the Adjacent Village-Owned Area by Lessor for any lawful purposes.

E. Should any zoning relief be necessary for operation of the food pantry use under the Village Zoning Code, the Village Board shall consider any zoning relief necessary to approve the food pantry use, prior to commencement of the Buildout Period. Subject to approval of any necessary zoning relief, the Lessor will assure that Lessee is granted and provided all Village permits and licenses that conform to Village requirements and are necessary for its use. In addition, and, except as otherwise detailed in the Lease, the Lessor will not charge Lessee any fees or other charges in conjunction with its use and occupancy of the Premises.

F. The Lessee shall use the Premises only for the Permitted Purposes stated herein. If Lessee desires to propose a use in addition to or other than the Permitted Purposes, it shall submit a request in writing to Lessor explaining the nature of such use and the reasons for such a request. Lessor agrees to consider such request and, in the case of a permitted use (as allowed under the Village's Zoning Code) other than the Permitted Purposes, advise Lessee of Lessor's decision within sixty (60) days after receipt of the request and all supporting documentation required by Lessor. Any uses other than permitted uses under the Zoning Code that Lessee may wish to propose shall be subject to all necessary approvals and other requirements of the Zoning Code prior to the commencement of such use(s).

G. ~~As noted above, a portion of the Lessee Improvements includes construction of a new parking area (the New Parking Area") to the north of the Building.~~ Between the ~~New Parking Area,~~ six (6) parking spaces in front of the Building (the "Front Parking Area"), and the existing parking area to the south of the Building (the "Existing Parking Area"), nearby spaces on Symonds Drive, and spaces to be dedicated to the Lessee's use during certain hours for parking and/or loading on Elm Street to the east of the Premises and adjacent to the Access Walk (the "Elm Street Parking and Loading Area"), sufficient public parking exists within and adjacent to the Premises to serve the Lessee's use. Lessee shall have exclusive use of the ~~New Parking Area,~~ Front Parking Area, ~~and~~ Existing Parking Area, and certain Symonds Drive

parking spaces and the Elm Street Parking and Loading Area during certain hours of food pantry operation as posted by the Lessor, but such Parking Areas shall be available for use by the general public during non-operating hours. Changes in the Lessee's operational plan or methods, or based on the experiences of the Parties once the uses are commenced, and which decrease the need for exclusive use of parking during certain hours and/or generally, may result in changes to reserved parking by mutual agreement of the Parties. Appropriate signage shall be posted to designate exclusive versus non-exclusive hours and use of the Parking Areas. Lessee shall have no exclusive right to any particular parking within the Adjacent Village-Owned Area other than as specified in this subsection G. The various parking areas are shown on the depiction of the Premises attached hereto as **Exhibit "1"** and made a part hereof.

H. Lessee's use of the Premises shall conform to all pertinent and applicable Village Codes, ordinances and regulations. Lessee shall not allow, keep or store on the Premises any flammable or explosive liquids or materials. Lessee shall not use or permit the Premises to be used for any purpose which shall create a safety hazard upon or imperil the safe use of the Premises, or engage in any activity which is or would be disapproved by the Lessor for reasons of safety.

H.I. In the event Lessee takes deliveries through the door on the west side of the Building, Lessee shall schedule deliveries so as to minimize delivery windows and the time during which deliveries will block access by Lessor vehicles to the public works site accessible through the same shared drive. Lessee shall provide a schedule of deliveries to be taken through the door on the west side of the Building to the Lessor in order to minimize any shared drive conflicts and will keep the Lessor updated to any schedule changes.

11.10. **INSURANCE; PAYMENT OF PREMIUMS:** The Lessor shall insure the ~~building~~ Building on the Premises for replacement value and in the event of any casualty loss the insurance proceeds will be utilized to repair or restore the Premises.

Lessee agrees to maintain, commencing upon execution and during the Term of this Lease, at its expense, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:

A. **Comprehensive General Liability** - insuring Lessee against liability for personal injury, death or damage to property arising out of the use of the Premises by Lessee. Required policy limits are not less than two million dollars ($2,000,000) in the aggregate and one million dollars ($1,000,000) per occurrence in the event of bodily injury or death to one or more persons, and in an amount of not less than one million dollars ($1,000,000) for property damage.

B. **Workers' Compensation and Employers' Liability** – Workers' Compensation coverage with statutory limit and Employers' Liability limits of $500,000 per accident.

Lessee expressly acknowledges that its use of the Premises is at its own risk. Lessee shall pay on a timely basis all of the premiums for the insurance coverage required by this Lease. In no event shall the Lessor have any financial responsibility to Lessee as a result of any loss or damage occurring on the Premises unless such loss or damage is caused by the gross negligence or intentionally wrongful act of the Lessor. Lessee waives any rights of action against the Lessor for loss or damage covered by the insurance required hereunder, and the policies of Lessee shall permit such waiver. Such policies shall be provided by an insurance company duly authorized to do business in Illinois and reasonably acceptable to the ~~Village~~Lessor.

On or prior to the Lease Execution Date, and annually thereafter and at any such time a new policy is issued, Lessee shall provide insurance certificate(s) related to the liability policies specified above to the Village Manager that show "the Village of Hinsdale, and its appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents," as additional primary insureds under all liability insurance coverages required by this Lease. The insurance coverages required by this Lease shall be primary to any coverage maintained by Lessor and the insurance certificates shall contain an express provision that coverage cannot be cancelled without prior written notice delivered to

the Village Manager at least thirty (30) days prior to the date of cancellation. Lessee agrees to comply with any and all recommendations of any insurance company or companies concerning changes in Lessee's manner of use of the Premises which will avoid invalidating or increasing the premium cost of any policy of insurance carried on for the purposes and any structure thereon written by Lessee. Lessee shall comply with each of the terms and conditions relative to insurance coverage for the Premises. Failure to timely pay any insurance premiums, causing a loss or lapse in coverage, shall be considered a breach and cause for immediate cessation of activities by Lessee at the Property.

Lessee shall, in addition, carry fire damage liability, and extended property or other coverage insurance insuring Lessee Improvements and Lessee's furniture and other personal property on the Premises. Lessee shall be entitled to any insurance proceeds Lessee receives concerning the unamortized costs of the Lessee Improvements, furniture, and other personal property as a result of any fire and extended coverage insurance under this paragraph. Lessor shall be entitled to any insurance proceeds Lessee receives for the Building or costs above those recoverable by Lessee as set forth in the preceding sentence, and shall use the proceeds to restore or rebuild the Building. Lessee shall be required to reimburse the Lessor out of such proceeds for costs related to securing the Premises until same can be repaired and/or demolished. Lessor shall not be entitled to receive any insurance proceeds from any insurance maintained by Lessee in the event the fire or other casualty damaging or destroying the Building is caused, in whole in part, by Lessor.

~~12.~~11. CONDITION AND UPKEEP OF PREMISES:

A. Lessee, having inspected the Premises, is familiar with and knows the condition of the Premises, has received the Premises in good order and repair, and acknowledges that no representations as to the condition and repair have been made by Lessor, or its agent, prior to or at the execution of this Lease that are not herein expressed. The Lessee is taking possession of the Premises in "AS IS, WHERE IS" condition, including all environmental conditions associated with the soil and groundwater, subject to any representations and warranties of the Lessor as set forth herein.

B. Following the issuance of a certificate of occupancy by Lessor, Lessee, at its own cost and expense, will maintain the interior of the Building and all improvements located within the interior in good repair and in accordance with all federal, state, county and Village regulations, laws and ordinances applicable thereto, and keep said improvements from unusual deterioration, provided that such obligation shall not apply to structural portions and the building and mechanical systems of the Building, including, without limitation, the HVAC, electrical, plumbing repairs in excess of $1,000, gas piping, fire protection, and sewer systems. The Lessor shall be responsible for the cost of, and shall maintain in good repair, all building and mechanical systems of the Building. With respect to all maintenance and repair obligations of Lessee, following the Buildout Period, Lessee shall not be responsible for and the Lessor shall be responsible for, all major repairs and maintenance (defined as maintenance or repairs with costs in excess of $1,000) of the Premises, including all such repairs of building and mechanical systems, sidewalks, walls, roofs, parking lots and landscaping, not due to the misuse, waste or neglect of Lessee or that of Lessee's employees, agents or visitors. The Lessor shall, following completion of the Buildout Period, and at the Lessor's cost, where replacement is necessary, replace all plumbing fixtures, electrical systems, heating systems and/or air conditioning systems needing major repair with others of equal quality.

C. Lessor, at Lessor's cost, will keep the roof, exterior walls, foundation, structural components, gutters, load bearing walls, other load bearing components and other exterior portions of the Building, including all sidewalks, including the Access Walk, driveways, parking lots, landscaping, grass and infrastructure improvements that serve the Premises in good working order and in a clean and healthful condition according to the applicable municipal ordinances during the term of this Lease.

D. While the Lessor shall periodically perform snow removal of the adjacent driveway, ~~and~~ parking areas, and the Elm Street Parking and Loading Area, in accordance with its normal plowing schedule, any snow removal required on a more urgent basis for the operation of the Use on the Premises needs to be scheduled and paid for by Lessee.

E. Lessee is liable for all damage of any kind, death, illness or injury sustained by any person which arises from or is caused by Lessee's business operations or caused by any equipment used by Lessee or its employees, invitees or agents, any buildings used by Lessee or its employees, invitees or agents, any vehicles used by Lessee or its employees, invitees or agents or Lessee's agents, invitees or employees.

F. Lessee agrees to store all waste, scrap, garbage, etc., in enclosed metal or other approved containers in areas outside of the Building as designated by Lessor and agrees not to permit any non-operating motor vehicles or equipment to be stored on the Premises.

13.12. **LESSEE NOT TO MISUSE, SUBLET; ASSIGNMENT:**

A. Lessee shall not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Lessor or disturb the Adjacent Village-Owned Area, neighborhood or public, and will not permit the same to remain vacant or unoccupied for more than three consecutive months (except due to inclement weather); and will not allow any temporary or permanent signs, cards or placards of any kind to be posted (other than any Lessor-approved signage for the Premises), or placed thereon, nor permit any alteration of or addition to any part of the Premises, except as approved by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

B. Lessor represents to Lessee that the use of the Premises for the Permitted Purpose as described in this Lease shall not cause an increase in the rate of Lessor's insurance, so long as Lessee complies with all laws, ordinances, rules and regulations of governmental authorities now and hereafter in effect. Lessor agrees that if Lessee's future use or occupancy of the Premises results in an increase in Lessor's insurance premiums, that Lessor will so notify Lessee, and Lessee shall have the option of either 1) discontinuing the use which results in the increased premium, or 2) paying the total increase of Lessor's insurance premium to the extent that such increase was caused by Lessee's use or occupancy of the Premises.

C. Lessee shall have no right to assign, sublet or transfer this Lease or any interest herein without the express written consent of the Lessor, which consent may be withheld in the sole discretion of the Lessor. Lessee shall not allow the Premises to be occupied in whole, or in part, by any other person, without the Lessor's prior written consent, which consent may be withheld in the sole discretion of the Lessor. Any assignment, subletting, or transfer of this Lease, or occupancy, without Lessor's prior written consent, shall, at Lessor's option, be deemed to be void and of no force or effect. Notwithstanding any approved or unapproved assignment, sublet, transfer or occupancy, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants or conditions of this Lease.

14.13. **INDEMNIFICATION:** Lessee shall at all times protect, indemnify and hold harmless the Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys, and agents, and indemnify them against and from any and all causes of action, claims, demands, liabilities, losses, expenses, penalties, damages or charges of any kind, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, any violation of any laws or ordinances relating to or arising out of the operation of Lessee, or out of or in connection with any actions of Lessee or its employees, invitees or agents on the Premises, whether occasioned by the actions or omissions of Lessee or those persons using the Premises, or arising or occurring as a consequence of any activities performed on the Premises, causing injury, illness or death to any person or damage to property, except if caused by the omission or fault of the Lessor, its employees or any other party acting on behalf of Lessor.

Lessee waives and releases all claims and causes of action it has or may have in the future against Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys, and agents, for losses or damages of any kind sustained by Lessee relating to or arising out of any accident or other occurrence on or within the Premises, or occurring as a consequence of any activities performed on the Premises, causing injury, illness or death or occurring resulting directly or indirectly from any act, actions or omissions of Lessee or

its employees, invitees and agents, or the operation of its businesses on the Premises, except if caused by the act, omission or fault of the Lessor, its employees or any other party acting on behalf of Lessor.

15.14. **NO LIENS, MORTGAGES OR OTHER ENCUMBRANCES:** The Lessee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the Premises. The Lessee shall not use the Lease as security or collateral for any financing of any kind nor shall the Premises or Lease be pledged or collateralized for purposes of securing any debt, loan, note, mortgage or contract. The Lessee shall indemnify and hold harmless the Lessor and its Premises, from any such lien, encumbrance or claim therefor and from any and all cost or expense incurred in connection with any such lien, encumbrance or claim, including, attorneys' fees and expenses incurred with removing, settling or contesting such lien, encumbrance or claim.

16.15. **UCC LIENS and MECHANIC'S LIENS:** Lessee shall promptly pay all creditors, equipment providers, contractors, mechanics and materialmen, and shall not permit or suffer any lien to be filed against or attach to the Premises or any part thereof. If any mechanic's, materialman's or other similar lien shall at any time be filed against or attach to the Premises or any part thereof on account of any materials furnished or claimed to have been furnished, or on account of any work, labor or services performed or claimed to have been performed, for or at the direction of Lessee, Lessee shall, at its sole cost and expense, promptly cause the same to be discharged of record by payment, bond, order of court, or otherwise. In the event Lessee fails to discharge or insure over such lien within thirty (30) days of written notice by Lessor, Lessor shall have the further right, without notice to Lessee, to cause the removal of any lien (but Lessor shall have no obligation to do so) and to collect upon demand from Lessee all of Lessor's costs and expenses, including, without limitation, attorneys' fees and expense, for removing same.

17.16. **NON-LIABILITY OF LESSOR:** Lessor shall not be liable for any damages of any kind occasioned by its failure to keep the Premises in repair, or for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any Building or improvement thereon or for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, or for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property, except due to the omission or fault of Lessor or its employees.

18.17. **ACCESS TO PREMISES:** Lessee will allow Lessor reasonable access to the Premises with prior notice and during normal working hours, provided that such access shall be conducted in a manner as not to unreasonably interfere or disrupt the business activities of Lessee or interfere with Lessee's quiet enjoyment of the Premises, for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make. In emergency situations, no prior notice shall be required, but the Lessor shall endeavor to provide prompt notice to the Lessee of the emergency events that required immediate access to the Premises.

19.18. **QUIET ENJOYMENT:** So long as Lessee is in possession of the Premises and is not in default beyond any applicable cure period provided for herein, Lessor agrees that Lessee may peacefully and quietly enjoy the Premises without disturbance or hindrance by any person holding under or claiming through the Lessor.

20.19. **CONTRACTS AND SERVICE AGREEMENTS:** The Lessee shall not permit any management, service, equipment, supply, maintenance, concession or other agreements relating to the Premises to be binding on the Lessor in the event that this Lease is terminated or at the time of its expiration.

21.20. **ABANDONMENT AND RELETTING:** If Lessee shall abandon or vacate the Premises for a period of more than three (3) consecutive months (other than during any approved renovations), or if Lessee's right to occupy the Premises is terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit.

22.21. **PAYMENT OF COSTS:** In the event of a default by either party hereunder, the defaulting party shall pay to the other party all reasonable costs, attorney's fees and expenses that shall be made and incurred by said party in enforcing its rights and remedies hereunder.

23.22. **ESTOPPEL CERTIFICATES:** At any time and from time to time, Lessee and Lessor agree, upon request in writing from the other party, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent and other charges have been paid, and any other factual data relating to this Lease or the Premises which the requesting party may reasonably request.

24.23. **ENVIRONMENTAL MATTERS:** To the best of Lessor's knowledge, there are no Hazardous Materials (as hereinafter defined) or other environmental conditions existing on or under the Premises. The Lessee represents, covenants and warrants that Lessee's operation in, on or under the Premises shall be in compliance with all applicable environmental laws. The Lessee shall not use, generate, transport, store, dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by the any federal or state environmental laws ("Hazardous Materials"), in, under, on or about the Premises. The Lessee, at its cost, shall remediate any Hazardous Materials or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes with respect to the Premises, in accordance with all federal, state, county and local applicable laws and regulations. The term "Hazardous Materials" in addition shall include any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Illinois, or the United States government, including, but not limited to, any material or substance which is: a) petroleum or a petroleum-based substance; b) asbestos; c) polychlorinated biphenyls; d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 3121) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1371); e) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6901); or g) subject to regulations as a hazardous chemical substance pursuant to Section 6 of the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605). Except for any Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease, the Lessee shall indemnify and hold the Lessor, and its agents, harmless against any claim, suit, loss, liability or damage, including, attorneys' fees and expenses incurred by the Lessor, and its agents, in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any Hazardous Materials in, under, on or about the Premises, by the Lessee that occurs on or after the first day of this Lease. Lessee shall notify Lessor in writing on the first date of the Lease of any chemicals that might be needed to facilitate Lessee's businesses. The Lessee agrees that it is taking possession of the Premises in "AS IS, WHERE IS" condition, including all known Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease, and that it shall comply with each of the environmental, indemnification, defense covenants set forth herein. Lessee shall have a duty or obligation to remediate or remove any Hazardous Materials which are located in the Building as of the date hereof as necessary to use the Premises for the Permitted Purposes. Under no circumstance shall any term or provision of this Lease require Lessor to remediate any Hazardous Materials located within the Premises unless required by any federal, state, county or local law, ordinance, statute or regulation.

25.24. **COUNTERCLAIM:** If Lessor commences any proceedings for non-payment of Rent or other sums due hereunder, Lessee will not interpose any voluntary counterclaim relating to such matters in such proceedings. This shall not, however, be construed as a waiver of Lessee's right to assert such claims in a separate action brought by Lessee. The covenants to pay rent and other amounts hereunder are independent covenants and Lessee shall have no right to hold back, offset or fail to pay any such amounts by reason of default by Lessor or for any other reason whatsoever.

26.25. **WAIVER OF TRIAL BY JURY AND RIGHTS OF REDEMPTION:** To the extent permitted by law, Lessee waives any and all right to a trial by jury and rights of redemption granted by or under any present or future laws if Lessee is evicted or dispossessed for any cause, or if Lessor obtains possession of the Premises due to Lessee's default under this Lease or otherwise.

27.26. **CONDEMNATION:** If all or any part of the Premises is condemned, then either Lessor or Lessee may terminate this Lease by giving written notice of termination within thirty (30) days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. Condemnation shall be defined to mean the time when a condemnation or eminent domain proceeding is actually filed in a court of competent jurisdiction. In the event that a portion of the Premises, but not all, is taken by condemnation, the remaining Premises must be reasonably suitable for Lessee, without further modification to the Premises, as determined by the Village Engineer, to continue its usual and customary business activities from the Premises. If not, Lessor or Lessee shall have the right to terminate the Lease. If this Lease so terminates, Rent and any other payments due under this Lease shall be paid through and apportioned as of the filing date of such condemnation lawsuit. If the Lease is not terminated, the Lease shall remain in

full force and effect. Subject to the Lessor's exclusive right to receive just compensation for taking of the Rent, Lessee may pursue its own claim against the condemning authority for compensatory damages and moving expenses resulting from the condemnation of its leasehold interest. The foregoing right of termination shall not apply with respect to any condemnation for street improvements or widening, or for public utility easements.

28.27. **SURRENDER OF PREMISES:** Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Lessee's right to possession of the Premises, Lessee will at once surrender and deliver up the Premises, together with all improvements thereon, to Lessor in the same or better condition which the Premises were in as of the Term Commencement Date, reasonable wear and tear and insured casualty excepted. **Lessee, at its cost, shall remove all vehicles, equipment, garbage, debris and other personal property from the Premises. The entire Premises shall be returned to Lessor free and clear of all rubbish and debris, and broom clean**. A failure of Lessee to remove such property shall be a breach of this Lease and Lessor has a right of action against Lessee for the balance of such removal costs. All attached improvements made by Lessee during the Term of the Lease shall remain on the Premises and become the property of Lessor upon termination. Lessee shall deliver the keys to the Building to the Village Manager or his or her designee at 19 E. Chicago Avenue.

29.28. **DEFAULT:** In the event of a failure by either party to fulfill any of its obligations under this Lease, or in the event of a material breach of any representation or warranty of either party under this Lease, which failure or breach continues after a notice and a demand for cure and a 30-day period for cure has passed or within such reasonable time period after written notice of the default if either party initiates and actively pursues good faith remedial action to cure the default within the initial 30-day cure period, such party shall be in default, and the non-defaulting party may seek any available and appropriate remedy at law or in equity, including without limitation declaratory and injunctive relief, mandamus, specific performance and rescission, in addition to remedies available under the Lease. In the event of any litigation to enforce the provisions of this Lease, the prevailing party in such litigation shall be entitled to recover its costs of litigation, including reasonable attorneys' fees and costs.

A. **Events of Default:** Each of the following shall constitute an event of default under this Lease:

(1) Lessee fails to make any of the insurance payments or payments to Lessor specified herein within five (5) days after written notice to Lessee;

(2) Lessee breaches any representation, covenant or warranty or obligations with respect to Hazardous Materials or environmental laws, causes or permits a dangerous or hazardous condition to exist in the Premises or a condition that jeopardizes Lessee's or Lessor's insurance coverage, and fails to remedy such condition immediately after written notice to Lessee;

(3) Failure by either Party to observe or perform any other covenant or provision of this Lease to be observed or performed by it and a subsequent failure to cure such failure within thirty (30) days after written notice form the other Party;

(4) The interest of Lessee in the Lease is levied upon under execution or other legal process;

(5) A petition is filed by or against Lessee to declare Lessee bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Code (as now or hereafter amended), and if filed against Lessee, such petition is not rescinded, or the bankruptcy proceeding is not dismissed, within forty-five (45) days after such filing;

(6) A receiver is appointed for Lessee or for Lessee's property;

(7) The voluntary or involuntary dissolution of Lessee, or its acquisition by another entity;

(8) Lessee abandons the Premises, suspends operations, or the Premises become substantially vacant for a period of three (3) or more consecutive months;

B. **Lessor's Specific Remedies.** Upon the occurrence of an event of default by Lessee under this Lease after the cure period, if any, has expired, Lessor, at its option, with written notice as hereinabove provided

to Lessee may, in addition to all other rights and remedies provided in this Lease, or available to Lessor at law or in equity: terminate this Lease and Lessee's right to possession of the Premises and recover all damages to which Lessor is entitled under law. Lessee shall, upon termination, immediately remove its facilities, equipment and property from the Premises. In no event shall Lessor be obligated to pay Lessee any amounts nor shall Lessee be entitled to any credits by reason of the application of such present value formula.

30.29. **NO-SMOKING FACILITY:** The Premises and Adjacent Village-owned Areas are a no smoking facility. Lessee must comply with this provision and ensure that all employees, agents and invitees of Lessee comply with this provision.

31.30. **RELATIONSHIP OF PARTIES:** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of landlord and tenant, or of principal and agent or of partnership, or of joint venture by the parties hereto, and neither the method of computation of the Rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee.

32.31. **FINANCIAL RESOURCES:** The Lessee shall provide a statement to Lessor at the time of execution confirming that it has the financial resources at its disposal necessary to undertake, perform and fulfill all of the obligations and duties set forth under this Lease, including the making of the Lessee Improvements.

33.32. **NOTICES:** All notices to or demands upon Lessor and Lessee desired or required to be given under any of the provisions of this Lease, shall be in writing and served by either certified mail, return receipt requested, by nationally-recognized overnight delivery service (such as Federal Express), or by personal delivery at the addresses listed for the Parties at page one above or as otherwise directed by the Parties in writing. Notices shall be deemed received at the earlier of actual receipt or one business day after deposit with an overnight courier as evidenced by a receipt of deposit or three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt.

34.33. **OTHER CONDITIONS:**

A. **CAPTIONS:** The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining, limiting, or construing in any way the scope or intent of the provisions hereof.

B. **COVENANTS BINDING ON SUCCESSORS:** All of the terms, covenants, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties to this Lease, and wherever in this Lease reference is made to either of the Parties hereto, it shall be held to include and apply to, successors and assigns of such Party. Nothing herein contained shall be construed to grant or confer upon any person, firm, corporation or governmental authority, other than the Parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease.

C. **ENTIRE AGREEMENT; AMENDMENTS MUST BE IN WRITING:** This Lease, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire agreement and understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Lease. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Lease that are not fully expressed herein. None of the terms, covenants, conditions or undertakings of this Lease, to be kept and performed by either Party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by each of the Parties hereto.

D. **FORCE MAJEURE:** The time within which any of the Parties hereto shall be required to perform any act or acts under this Lease shall be extended to the extent that the performance of such act or acts shall be

delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays, or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such Party, *provided, however,* that the Party entitled to such extension hereunder shall give prompt notice to the other Party of the occurrence causing such delay. The provisions of this Section shall not operate to excuse Lessee from prompt payment of Rent or any other payments required by the terms of this Lease.

E. **NON-WAIVER:** The failure of either Party to enforce against the other any term, covenant or condition of this Lease shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved Party to enforce the same term, covenant or condition on the occasion of any subsequent breach or default; nor shall the failure of either Party to exercise any option in this Lease upon any occasion arising therefore, be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

F. **CONSENTS:** Whenever the consent or approval of either Party is required herein, such consent or approval shall be in writing and shall not be unreasonably withheld, delayed or conditioned, and, in all matters contained herein, both Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

G. **GOVERNING LAW; VENUE:** The Parties agree that for purposes of any lawsuit(s) between them concerning the subject matter of this Lease, and all questions of construction, interpretation, enforcement hereof, that all such controversies shall be governed by the statutory and common law of the State of Illinois; venue shall be in the Circuit Court of DuPage County, Illinois and the Parties consent to the jurisdiction of said Court for any such proceedings or action.

H. **COUNTERPARTS:** This Lease may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

I. **PLURALS:** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either Party to this Lease. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee and to male or female, shall in all instances be assumed as though in each fully expressed.

J. **SEVERABILITY:** Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

K. **HEADINGS:** The headings, titles and captions in this Lease have been inserted only for convenience, and in no way define, limit, extend or describe the scope or intent of this Lease.

L. **AUTHORITY:** This Lease shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. The Parties warrant to each other that each of the signatories to this Lease are the duly authorized representatives of their respective corporate entity and each such person has signed this Lease pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Lessor's case, at an open public meeting) that authorized and directed the representatives to sign this Lease.

M. **NO INDIVIDUAL OR PERSONAL LIABILITY:** Notwithstanding any other statement in this Lease, the Parties agree that the representations in this Lease are made on behalf of the Village of Hinsdale, and the President and Board of Trustees are not making such representations personally, are not parties to this Lease and shall incur no personal liability in conjunction with this Lease.

N. **FILING OF LEASE:** The Lessor or Lessee, in its discretion, may record a copy of this Lease with the Office of the County Recorder.

O. **EXHIBITS:** True and correct copies of the below-listed Exhibits are attached hereto and made a part of this Lease or shall be incorporated herein after their approval and execution by the Parties:

(a) **EXHIBIT "1"** – Description/Depiction of Location of Premises, including parking areas.

P. **RIGHTS CUMULATIVE:** The rights and remedies of Lessor under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

Q. **REMEDIES NOT EXCLUSIVE:** The obligation of Lessee to pay the Rent required during the balance of the term of this Lease shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any Rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

R. **TIME OF THE ESSENCE:** Time is of the essence in the performance of all terms, covenants and conditions of this Lease.

S. **ACCORD AND SATISFACTION:** Lessor shall be entitled to accept, receive and cash or deposit any payment made by Lessee for any reason or purpose or in any amount whatsoever, and apply the same at Lessor's option to any obligation of Lessee and the same shall not constitute payment of any amount owed except that to which Lessor has applied the same. No endorsement or statement on any check or letter of Lessee shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such checks or payments shall not prejudice Lessor's right to recover any and all amounts owed by Lessee under this Lease and Lessor's right to pursue any other available remedy.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date of Lease stated above.

LESSOR: VILLAGE OF HINSDALE, ILLINOIS

By: _____
Village President

Date: _____

ATTEST:

By: _____
Village Clerk

Date: _____

LESSEE: HCS FAMILY SERVICES

By: _____
Executive Director

Date: _____

ATTEST:

By: _____

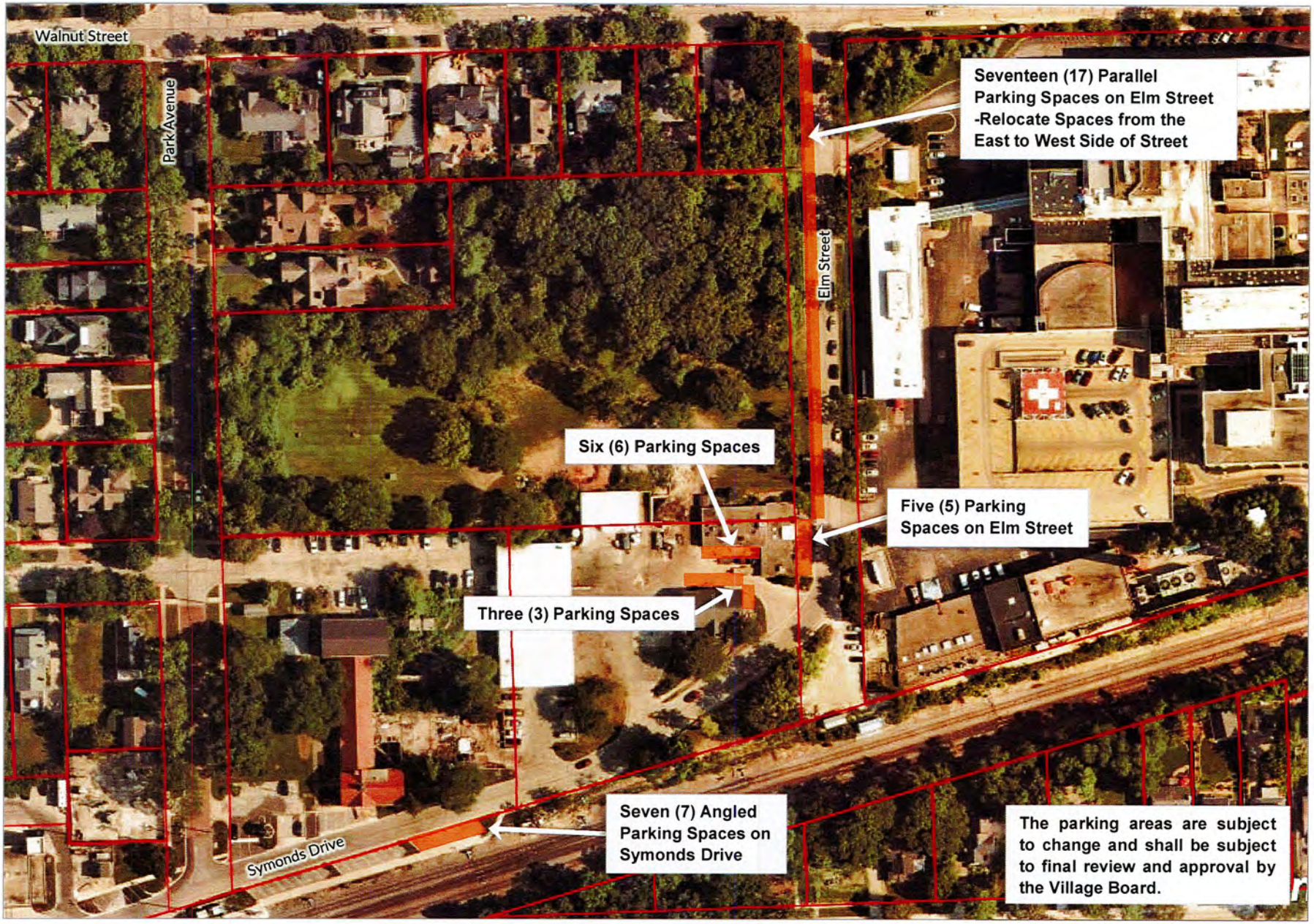
Its: _____

Date: _____

EXHIBIT "1"

DESCRIPTION/DEPICTION OF PREMISES

Exhibit 1 – Preliminary Parking Plan



VILLAGE OF Hinsdale Est. 1873

AGENDA ITEM # 10c

REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION:	Second Reading – EPS
SUBJECT:	Outdoor Dining Permit Applications on the Village Right-of-Way for Various Restaurants – Case A-12-2022
MEETING DATE:	June 14, 2022
FROM:	Bethany Salmon, Village Planner

Recommended Motion

Approve outdoor dining permits in the Village right-of-way until October 31, 2022 for Starbucks and Toni Patisserie & Café, and amend the issued Il Poggiolo permit subject to final issuance by the Community Development Department and subject to any conditions to be set forth by the Building Commissioner and Fire Department upon final inspection.

Background

In response to the COVID-19 pandemic, the Village allowed downtown restaurants to temporarily utilize the Village right-of-way for outdoor dining. The ordinance allowing for outdoor dining on the right-of-way expired on December 31, 2021. On April 26, 2022, the Village Board approved a Text Amendment to Section 7-1-5.1 of the Village Code to allow for outdoor dining on both sidewalks and streets in the Village right-of-way in accordance with updated regulations, a new outdoor dining permit application process, and Outdoor Dining Design Standards.

In accordance with Section 7-1-5.1 of the Village Code, businesses must obtain approval of an outdoor dining permit, which entails an application submittal to the Village, approval by the Board of Trustees, and final permit issuance by the Community Development Department. After a permit is issued, a business will be allowed to set up their outdoor dining area in accordance with the approved plans. The business must schedule and pass a final inspection with the Community Development Department and Fire Department prior to operating. At the end of the annual outdoor dining season, the business must remove all furniture and fixtures from the outdoor dining area. Unless otherwise determined by the Village Manager, the outdoor dining season shall extend from April 1 to October 31.

An outdoor dining permit is valid for the dining season for which the permit is approved, and businesses must reapply each year. Those with Temporary or Special Use permits for outdoor dining approved by the Village Board and are seeking to follow the previously approved outdoor dining plans must renew their outdoor dining permit with the Community Development Department on an annual basis. Any changes, additions, and/or modifications to an outdoor dining area after an application has been approved and a permit has been issued shall require an amended application to be brought to the Village Board for review and approval.

Minor deviations to the approved plans may be required depending on the final outdoor dining area design and planter box configuration or following a final inspection by the Village. Restaurants must meet the requirements of the American with Disabilities Act (ADA) and Illinois Accessibility Code. For sidewalk dining, a minimum four (4) foot pedestrian path must be maintained on the sidewalk at all times. The four (4) foot open portion is defined as the area of the sidewalk between the outermost restaurant table or chair placed in its normal position for use by restaurant patrons and the curb, or, if closer, the nearest obstruction.

On May 17, 2022, the Village Board approved outdoor dining permit applications for eight (8) restaurants in the downtown. The Village has received two (2) new outdoor dining applications for the Village Board along with a request to deviate from the approved design standards to allow for a bussing cart.

Outdoor Dining Permit Applications

Starbucks – 33 S. Washington Street
Starbucks requests approval to operate within a 310 square foot outdoor dining area in the same dining area as in previous years which is about 50 feet to the north of their business in two (2) angled parking spaces at the northeast corner of Washington Street and Hinsdale Avenue. In accordance with the Village's Outdoor Dining Design Standards, dining areas may not extend past the building frontage where the establishment is located unless otherwise approved by the Village Board.

Rectangular and square planters provided by the Village will be installed along the perimeter of the two angled parking space. The outdoor dining area will measure approximately 23 feet long and 17 feet wide. The area will include three (3) round black metal tables with a total of six (6) black metal chairs (two per table). Two (2) umbrellas with black fabric are also proposed and the applicant has confirmed that they will not contain signage.

Toni Patisserie & Café – 51 S. Washington Street
In 2006, by Ordinance No. 02006-23, a Special Use Permit and Site Plan was approved by the Village Board to allow the restaurant to locate an outdoor seating area adjacent to their storefront consisting of two (2) black metal tables and four (4) black metal chairs. The former Special Use Permit and Site Plan approval continues to allow the restaurant to utilize this area for outdoor sidewalk dining as previously approved. Seating may not encroach into the sidewalk in the public right-of-way.

In addition to the two (2) existing tables adjacent to the building façade, Toni's requests approval to set up two (2) additional tables on the sidewalk along Washington Street adjacent to the curb until October 31, 2022. The proposed outdoor dining area measures about 24.5 feet long and 5 feet wide. The area will include two (2) round tables with black tops and gray metal bases. Each table will have two (2) rattan woven chairs. The existing four (4) chairs for the tables adjacent to the building façade will be replaced with the rattan woven chairs so that all chairs outside the store will match. Toni's would also like to provide six (6) rectangular planters to define the outdoor dining space and provide some visual protection from cars parking in the adjacent angled parking spaces. Toni's will be responsible for planting, watering, and maintaining all plants in these planters. A minimum pedestrian path of 4 feet must be maintained on the sidewalk at all times. A pedestrian path of 5 feet on the sidewalk is proposed.

Il Poggiolo Ristorante – 8 E. First Street
On May 17, the Village Board approved outdoor dining for Il Poggiolo on both the sidewalk and the street along First Street. Of the two site plan options presented for consideration, the Village Board approved Option 2 that allowed the outdoor dining area to extend 20 feet to the west in front of 101 S. Washington Street (Marcus), an exception to the Outdoor Dining Design Standards to extend past the building frontage where the establishment is located. Since that time, Il Poggiolo has set up their outdoor dining area, which measures about 60 feet long and 17.5 feet wide (originally estimated to be 14 feet wide). Eleven (11) black steel tables have been set up in the outdoor dining area on the street and four (4) tables have been set up on the sidewalk adjacent to the building.

The restaurant requests to install a black wood service station on the sidewalk adjacent to the building, to the left (east) of the entrance. Host stands, service stations, bars, shelves, and other furniture are not allowed under the Outdoor Dining Design Standards unless approved by the Board of Trustees on

a case-by-case basis. A minimum pedestrian path of 4 feet must be maintained on the sidewalk at all times.

Per the letter submitted by Il Poggiolo, the service station stand would assist with restaurant operations. The restaurant plans to wheel the service station inside the building each night and will not leave it outside overnight. Il Poggiolo requested that the service station be located on the sidewalk rather than on the street for convenience to allow for the cart to be rolled inside the store each night and so that they do not have to remove an additional table on the street.

The Village staff will review the Design Standards in advance of next year's program to identify those deviations from approved standards, such as permitting service stations, hosts stands, etc., that may be approved administratively.

Discussion & Recommendation
N/A

Village Board and/or Committee Action
N/A

Documents Attached
1. Applications for Outdoor Dining Permits and Exhibits

Starbucks – 33 S. Washington Street

OUTDOOR DINING PERMIT APPLICATION FORM

PROJECT INFORMATION		
Property Address	33 S WASHINGTON	
Business Name	STARBUCKS COFFEE CO	
Type of Outdoor Dining Permit (Location)	☐ Sidewalk Outdoor Dining	☒ Street Outdoor Dining ☐ Permit Renewal

APPLICANT INFORMATION			
Name	Suzanne Gaddis	Company	Starbucks
Address	33 S Washington	City / State / Zip	Hinsdale
Phone	630 655 9923	Email	

PROPERTY OWNER			
Name	Nick Skokna	Company	
Address	808 N Oak Street	City / State / Zip	HINSDALE
Phone	630 561 8231	Email	Nick.Skokna@winsupplies.net

OUTDOOR DINING PERMIT INFORMATION			
Outdoor Dining Start & End Dates	5/1 - ~~11~~ 10/31	Hours of Operation	5am - 830pm
Overall Square Footage	Length (Feet)	Width (Feet)	
Number of Tables	~~2~~ or 3	Material Metal	Color Black
Number of Chairs	~~8~~ 6	Material Metal	Color Black
Number of Umbrellas	~~1~~ 2	Material Canvas	Color ~~Green~~ or Black
Will Alcohol Be Served?	☐ Yes ☒ No	Does the Business Have a Valid Liquor License?	☐ Yes ☒ No
Will Portable Outdoor Heaters Be Used?	☐ Yes ☒ No	Are any Tents or Other Structures Proposed?	☐ Yes ☒ No
Permit Renewal Applications – Are any changes proposed to the Village Board approved plans?	☐ Yes ☐ No		

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. I acknowledge and agree to comply with all Village of Hinsdale codes and ordinances, including the Outdoor Dining Design Standards and permit requirements. I understand that any violation of the Outdoor Dining Design Standards may result in citations or the suspension or revocation of an Outdoor Dining Permit.

Printed Name of Applicant	Signature of Applicant	Date
Suzanne Gaddis		5/6/2022
Printed Name of Building Owner	Signature of Building Owner	Date
Nick Skokna	Nick Skokna	5/6/22

FOR OFFICE USE ONLY:	
Permit Number	Permit Fee
Submittal Date	Approval Date
Conditions of Approval	

VILLAGE OF HINSDALE OUTDOOR DINING PROGRAM AGREEMENT

USE OF VILLAGE PROPERTY
AND HOLD HARMLESS AGREEMENT

Whereas, Michelle Jeffress d/b/a/ Starbucks, Coffee ("Restaurant") desires to use public property owned by the Village of Hinsdale (the "Village"), located at Hinsdale & Washington Streets ("the Premises") for a temporary outdoor dining area accessory to the Restaurant pursuant to the terms and conditions of the Village of Hinsdale's outdoor dining program ("Outdoor Dining"); and

Whereas, the Village agrees to allow the Restaurant to temporarily use the Premises for Outdoor Dining in consideration of the Restaurant agreeing to assume all risk and liability pertaining to the Outdoor Dining.

Now therefore, the Restaurant agrees as follows:

1. To the fullest extent permitted by law, the Restaurant hereby indemnifies, defends, and holds harmless the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from the Outdoor Dining or connected with an act or omission of the Restaurant, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with permission and consent of the Restaurant, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Outdoor Dining, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm or violation of state and federal laws.

2. The applicant further agrees to reimburse the Village of Hinsdale for all reasonable costs, expenses, and attorney fees incurred by the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns in the defense of any claim, demand, or cause of action brought on account of or arising out of the operations, activities or services, of any nature whatsoever, of the Outdoor Dining.

3. Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their employees, elected officials, public officials, appointed officers, agents, volunteers and assigns under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

4. Without limiting the Restaurant's indemnification of the Village, as provided above, the Restaurant shall provide and maintain at its own expense for the Outdoor Dining the below listed policies of insurance or liability coverage covering the activities, services or operations

relating to the Outdoor Dining. All such insurance of the Restaurant and the insurance of the owners/operators shall be secured through a carrier(s) satisfactory to the Village. Satisfactory evidence of such insurance and any required endorsements, including the insurance required of the owners/operators, will be delivered to the Village Manager. The Village's insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

a. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with an annual general aggregate of $2,000,000 limit. The Village of Hinsdale and its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns shall be named as an additional insured on a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.

b. Liquor Liability: Maintain a minimum of $1,000,000 per occurrence for its sale of alcoholic beverages and require that any other party selling or serving alcoholic beverages during the Outdoor Dining shall provide Liquor Liability insurance in the same amount, with the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.

c. Workers Compensation: Maintain workers compensation coverage as required by Illinois law.

d. Statutory Employers Liability: Maintain a minimum of $1,000,000 per occurrence for employer's liability coverage, with the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.

e. All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns except with respect to the sole negligence of the Village.

5. The applicant has read the requirements of this outdoor dining permit application and agrees to abide by the Outdoor Dining Program requirements, Outdoor Dining Design Standards, all ordinances, rules, and regulations of the Village of Hinsdale, and all other applicable regulations and laws by outside agencies. The applicant shall be responsible for constructing all work, if permitted, in accordance with the description set forth in the application, plans, and specifications and for scheduling all inspections of all work performed pursuant to this permit.

6. Upon termination of the temporary use for outdoor dining, all material owned by the Restaurant in any way related to the outdoor dining use shall be removed from the applicable street, sidewalk or other public right-of-way. Upon failure of the applicant to remove such material, the Village may cause the removal of the material and charge the cost of such removal to the applicant. The applicant may be liable for any costs and expenses, including attorney fees, to repair, correct, replace, install or maintain any public improvement to have been constructed pursuant to the

outdoor dining temporary use or damaged by work performed pursuant to the outdoor dining temporary use, or any use and operations within the Village street, sidewalk, or other public right-of-way.

7. The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Use of Property and Hold Harmless Agreement on behalf of the Restaurant.

Agreed this 2nd day of June, 2022.

Starbucks Coffee
Name of Restaurant Owning Entity and d/b/a Name

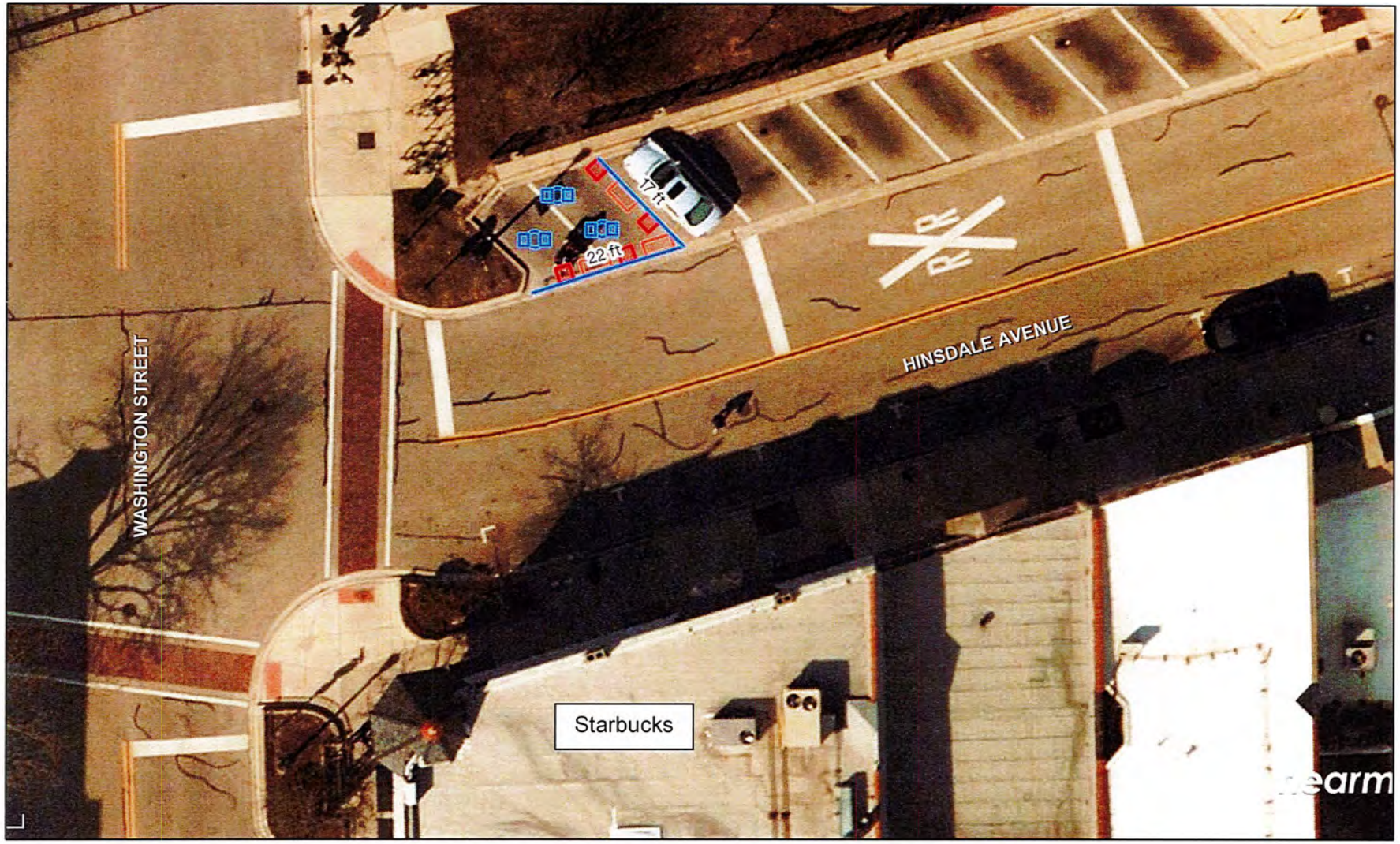
Michelle Jeffress
Printed Name of Authorized Person

Michelle Jeffress
Signature of Authorized Person

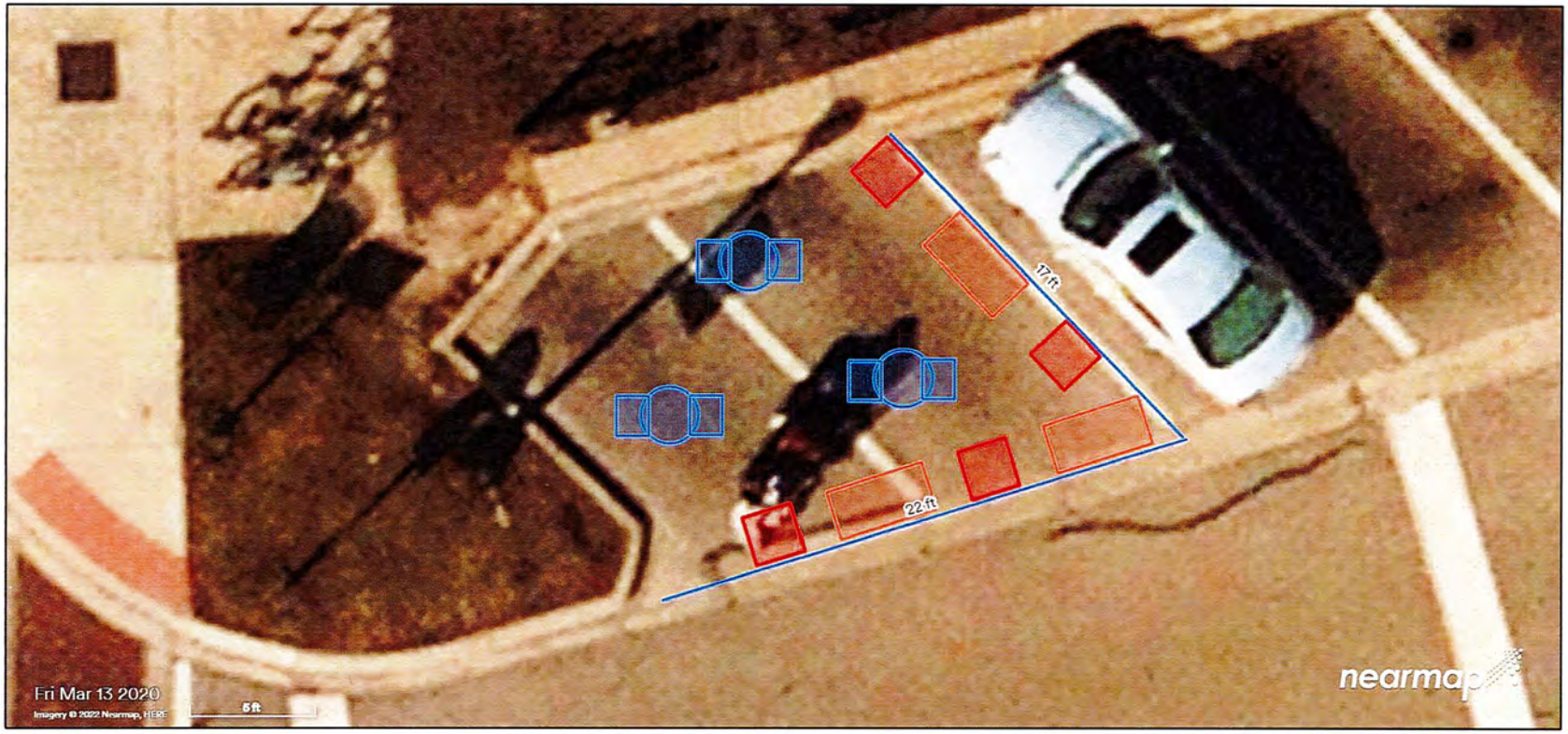
Starbucks District Manager
Title

Starbucks - Site Plan

Overall Size: 23' x 17' – Two (2) Angled Parking Spaces
Furniture: Three (3) Round Tables, Six (6) Chairs, Two (2) Umbrellas



Starbucks - Site Plan



Tables and Chairs

Three (3) Round Tables – Black Metal / 28" Diameter
Eight (8) Chairs – Black Metal / 20" Width / 16" Depth



Umbrellas

Two (2) Black Fabric Umbrellas & Bases

Warehouse Order Items

Umbrellas/Bases



Design ID	Description	Sku	Price
16629	Umbrella No Valance 183 cm Black	11064777	$211.00



Design ID	Description	Sku	Price
17876	Umbrella No Valance 183 cm Grn	11075971	$210.00



Design ID	Description	Sku	Price
16628	Umbrella No Valance 183 cm Grey	11064778	$211.00



Toni Patisserie & Café – 51 S. Washington Street

OUTDOOR DINING PERMIT APPLICATION FORM

PROJECT INFORMATION			
Property Address	51 S. Washington St		
Business Name	Toni Patisserie & Cafe		
Type of Outdoor Dining Permit (Location)	☒ Sidewalk Outdoor Dining	☐ Street Outdoor Dining	☐ Permit Renewal

APPLICANT INFORMATION			
Name	Paul Pell	Company	Toni Patisserie & Cafe
Address		City / State / Zip	
Phone	(630) 542-7572	Email	ppell@tonipatisserie.com

PROPERTY OWNER			
Name	Judy & John Mann	Company	
Address	5912 Sherman Ave	City / State / Zip	Downers Grove, IL, 60516
Phone	847-373-5721	Email	

OUTDOOR DINING PERMIT INFORMATION			
Outdoor Dining Start & End Dates	TBD - 10/31	Hours of Operation	Mo-Sat 7a-5:30p / Sun 7a-3p
Overall Square Footage	120 sq/ft	Length (Feet) 24	Width (Feet) 5
Number of Tables	2	Material Wood/Metal	Color black
Number of Chairs	4	Material Wicker	Color brown
Number of Umbrellas	0	Material	Color
Will Alcohol Be Served?	☐ Yes ☒ No	Does the Business Have a Valid Liquor License?	☐ Yes ☐ No
Will Portable Outdoor Heaters Be Used?	☐ Yes ☒ No	Are any Tents or Other Structures Proposed?	☐ Yes ☒ No
Permit Renewal Applications – Are any changes proposed to the Village Board approved plans?	☐ Yes ☐ No		

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. I acknowledge and agree to comply with all Village of Hinsdale codes and ordinances, including the Outdoor Dining Design Standards and permit requirements. I understand that any violation of the Outdoor Dining Design Standards may result in citations or the suspension or revocation of an Outdoor Dining Permit.

Printed Name of Applicant	Signature of Applicant	Date
PAUL PELL	Paul T. Pell	6/6-22

Printed Name of Building Owner	Signature of Building Owner	Date

FOR OFFICE USE ONLY:	
Permit Number	Permit Fee
Submittal Date	Approval Date
Conditions of Approval	

VILLAGE OF HINSDALE OUTDOOR DINING PROGRAM AGREEMENT

USE OF VILLAGE PROPERTY AND HOLD HARMLESS AGREEMENT

Whereas, Toni Sweets, LLC d/b/a/ Toni Patisserie & Cafe ("Restaurant") desires to use public property owned by the Village of Hinsdale (the "Village"), located at 51 S. Washington St ("the Premises") for a temporary outdoor dining area accessory to the Restaurant pursuant to the terms and conditions of the Village of Hinsdale's outdoor dining program ("Outdoor Dining"); and

Whereas, the Village agrees to allow the Restaurant to temporarily use the Premises for Outdoor Dining in consideration of the Restaurant agreeing to assume all risk and liability pertaining to the Outdoor Dining.

Now therefore, the Restaurant agrees as follows:

1. To the fullest extent permitted by law, the Restaurant hereby indemnifies, defends, and holds harmless the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from the Outdoor Dining or connected with an act or omission of the Restaurant, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with permission and consent of the Restaurant, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Outdoor Dining, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm or violation of state and federal laws.

2. The applicant further agrees to reimburse the Village of Hinsdale for all reasonable costs, expenses, and attorney fees incurred by the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns in the defense of any claim, demand, or cause of action brought on account of or arising out of the operations, activities or services, of any nature whatsoever, of the Outdoor Dining.

3. Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their employees, elected officials, public officials, appointed officers, agents, volunteers and assigns under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

4. Without limiting the Restaurant's indemnification of the Village, as provided above, the Restaurant shall provide and maintain at its own expense for the Outdoor Dining the below listed policies of insurance or liability coverage covering the activities, services or operations

relating to the Outdoor Dining. All such insurance of the Restaurant and the insurance of the owners/operators shall be secured through a carrier(s) satisfactory to the Village. Satisfactory evidence of such insurance and any required endorsements, including the insurance required of the owners/operators, will be delivered to the Village Manager. The Village's insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

a. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with an annual general aggregate of $2,000,000 limit. The Village of Hinsdale and its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns shall be named as an additional insured on a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.

b. Liquor Liability: Maintain a minimum of $1,000,000 per occurrence for its sale of alcoholic beverages and require that any other party selling or serving alcoholic beverages during the Outdoor Dining shall provide Liquor Liability insurance in the same amount, with the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.

c. Workers Compensation: Maintain workers compensation coverage as required by Illinois law.

d. Statutory Employers Liability: Maintain a minimum of $1,000,000 per occurrence for employer's liability coverage, with the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.

e. All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns except with respect to the sole negligence of the Village.

5. The applicant has read the requirements of this outdoor dining permit application and agrees to abide by the Outdoor Dining Program requirements, Outdoor Dining Design Standards, all ordinances, rules, and regulations of the Village of Hinsdale, and all other applicable regulations and laws by outside agencies. The applicant shall be responsible for constructing all work, if permitted, in accordance with the description set forth in the application, plans, and specifications and for scheduling all inspections of all work performed pursuant to this permit.

6. Upon termination of the temporary use for outdoor dining, all material owned by the Restaurant in any way related to the outdoor dining use shall be removed from the applicable street, sidewalk or other public right-of-way. Upon failure of the applicant to remove such material, the Village may cause the removal of the material and charge the cost of such removal to the applicant. The applicant may be liable for any costs and expenses, including attorney fees, to repair, correct, replace, install or maintain any public improvement to have been constructed pursuant to the

outdoor dining temporary use or damaged by work performed pursuant to the outdoor dining temporary use, or any use and operations within the Village street, sidewalk, or other public right-of-way.

7. The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Use of Property and Hold Harmless Agreement on behalf of the Restaurant.

Agreed this 6 day of June, 2022.

Tori Sweets, LLC d/b/a Tori Patisserie + Cafe
Name of Restaurant Owning Entity and d/b/a Name

Paul Pell
Printed Name of Authorized Person

Paul T. Pell
Signature of Authorized Person

Managing Member
Title

6024052

VILLAGE OF HINSDALE

ORDINANCE NO. 02006-23

AN ORDINANCE APPROVING A SPECIAL USE PERMIT AND A SITE PLAN FOR OUTDOOR SEATING ACCESSORY TO THE RESTAURANT/BAKERY AT 51 SOUTH WASHINGTON STREET
(Plan Commission Case A-02-2006)

WHEREAS, Toni Marie's—Paul Pell (the "Applicant") is the lessee of a portion of the property commonly known as 51 South Washington Street and legally described on Exhibit A attached to and made a part of this Ordinance by this reference (the "Subject Property"); and

WHEREAS, the Subject Property is classified in the B-2 Central Business District and currently is improved with a commercial/office building; and

WHEREAS, the Applicant has applied for approval of a special use permit and a site plan for outdoor seating accessory to the restaurant/bakery business conducted by the Applicant at the Subject Property (the "Application"); and

WHEREAS, outdoor eating accessory to a permitted eating place is authorized as a special use in the B-2 District pursuant to Subsection 5-105A of the Hinsdale Zoning Code; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on March 8, 2006, pursuant to notice thereof properly published in the Hinsdale Doings and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application, as set forth in the Plan Commission's Findings and Recommendations for PC Case No. A-02-2006; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees considered the Application at a public meeting on March 27, 2006, and the Findings and Recommendations of the Plan Commission and all of the facts and circumstances related to the Application, and made its recommendation to the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the recommendation of the Zoning and Public Safety Committee, the Findings and Recommendation of the Plan Commission, and all of the materials,

facts, and circumstances related to the Application, and they find that the Application satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits and Section 11-604 of the Zoning Code relating to site plans, but only subject to the conditions set forth 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 Special Use Permit for Outdoor Seating. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by the Hinsdale Zoning Code, hereby approves a special use permit authorizing outdoor eating accessory to the permitted eating place on the Subject Property, subject to the conditions stated in Section 4 of this Ordinance.

Section 3. Approval of Site Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by the Hinsdale Zoning Code, hereby approves the site plan for the outdoor seating in the form attached to and by this reference incorporated into this Ordinance as Exhibit B (the "Approved Site Plan"), subject to the conditions stated in Section 4 of this Ordinance.

Section 4. Conditions on Approvals. The approvals granted in Sections 2 and 3 of this Ordinance are granted expressly subject to all of the following conditions:

A. Compliance with Codes, Ordinances, and Regulations. The provisions of the Village Code of Hinsdale and the Hinsdale Zoning Code apply to and govern the Subject Property. All activities at the Subject Property shall comply with all Village codes, ordinances, and regulations at all times.

B. Outdoor Seating Regulations.

(i) All outdoor seating at the Subject Property shall comply with the Approved Site Plan at all times, including without limitation the number and location of tables and chairs.

(ii) Chairs, tables, and all other outdoor seating equipment shall be stored off site or inside the existing structure at all times when not in active use.

(iii) The walkway providing access to the restaurant/bakery from the street shall remain clear at all times, to protect public health and safety.

Section 5. Violation of Condition or Code. Any violation of (i) any term or condition stated in this Ordinance or (ii) any applicable code, ordinance, or regulation of the Village shall be grounds for the rescission by the Board of Trustees of the approvals made in this Ordinance.

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

PASSED this 4th day of April 2006.

AYES: TRUSTEES TUGGLE, WILLIAMS, SMITH, ORLER, JOHNSON AND FOLLETT.

NAYS: NONE

ABSENT: NONE

APPROVED this 4th day of April 2006.

Village President

ATTEST:

Village Clerk

VILLAGE OF HINSDALE ORGANIZED 1873 OFFICIAL SEAL

Psdata/ord&res/pc/2006/a022006-51swashington-tonimaries.doc

R2005055

EXHIBIT A

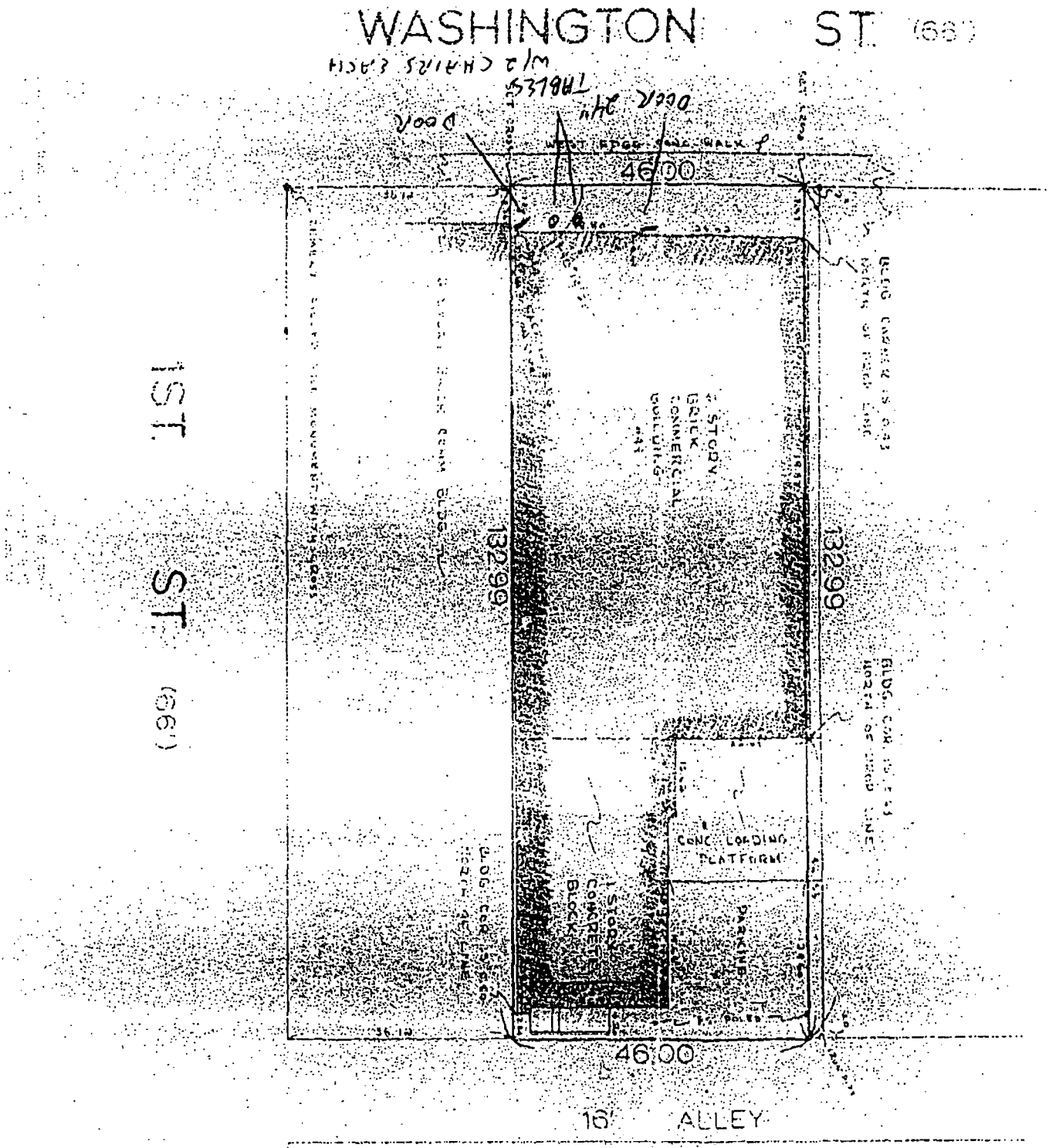
LEGAL DESCRIPTION

THE SHOUTH 46 FEET OF THE NORTH 47 FEET OF LOT 7 IN ROTH'S SUBDIVISION OF LOTS 2, 5, 6, 9, AND 10 IN BLOCK 2 IN HINSDALE, IN PART OF THE NORTH WEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Property commonly known as 51 South Washington Street, Hinsdale, Illinois.

3669106_v1

Exhibit B - Approved Site Plan



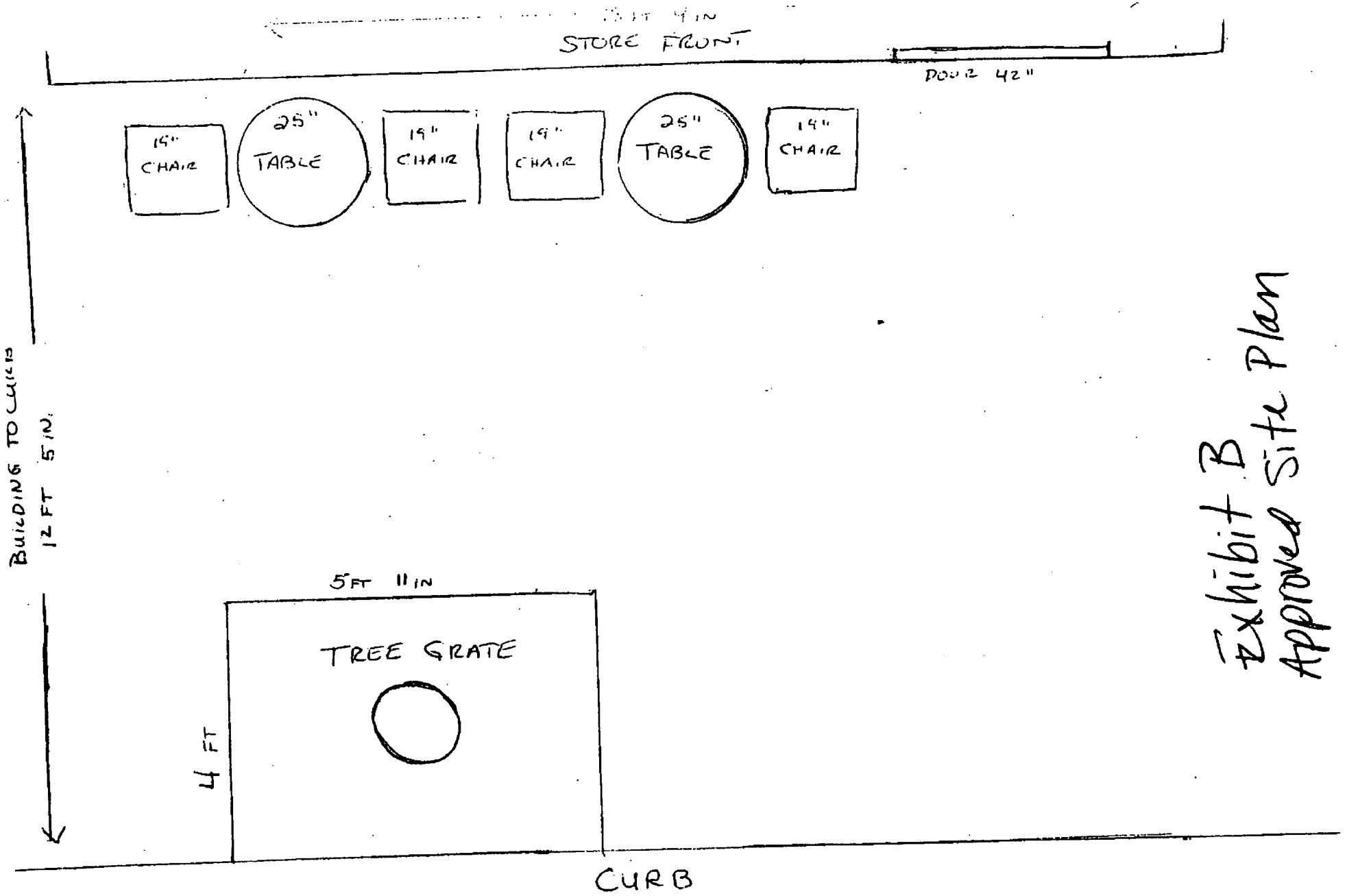
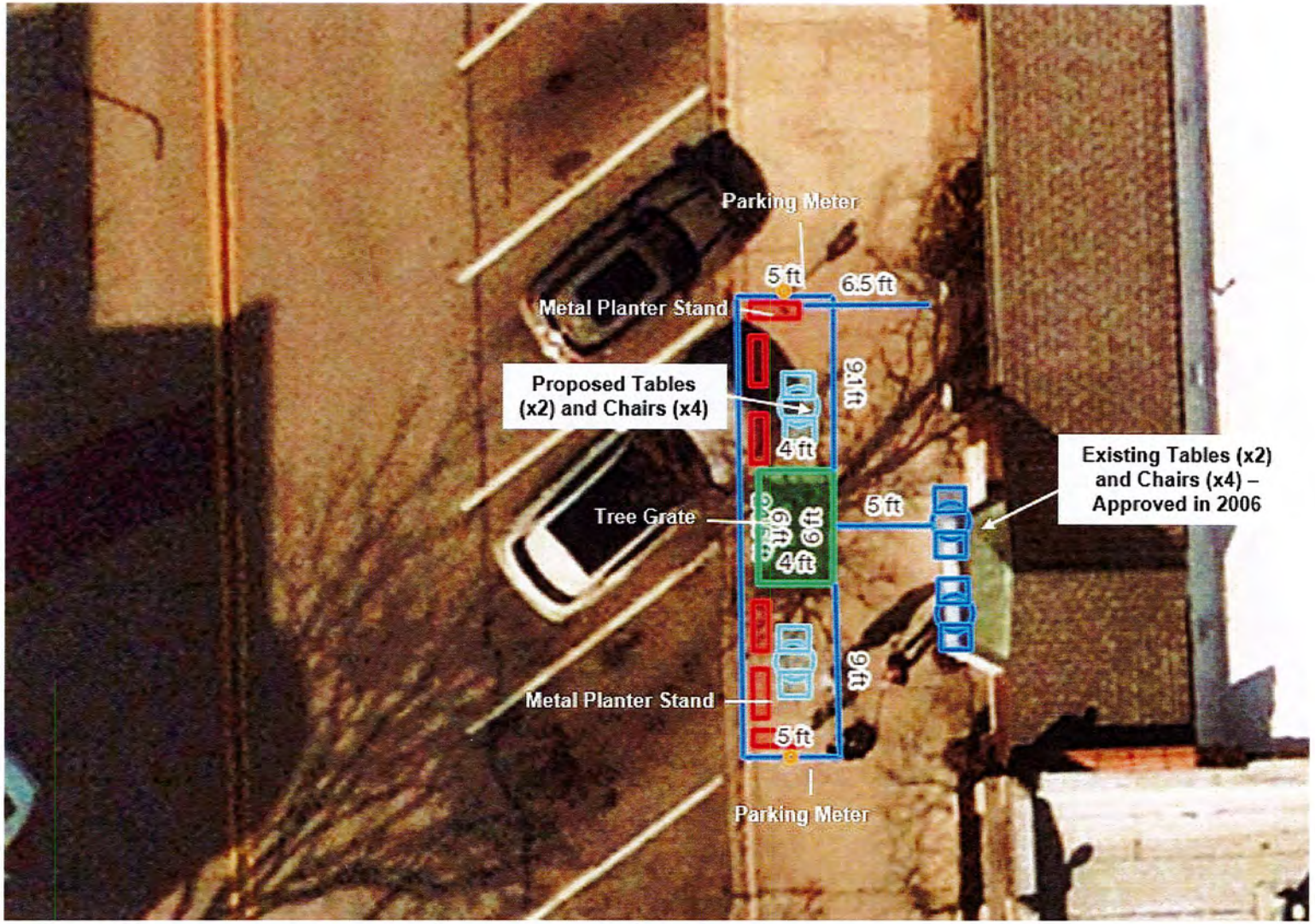


Exhibit B
Approved Site Plan

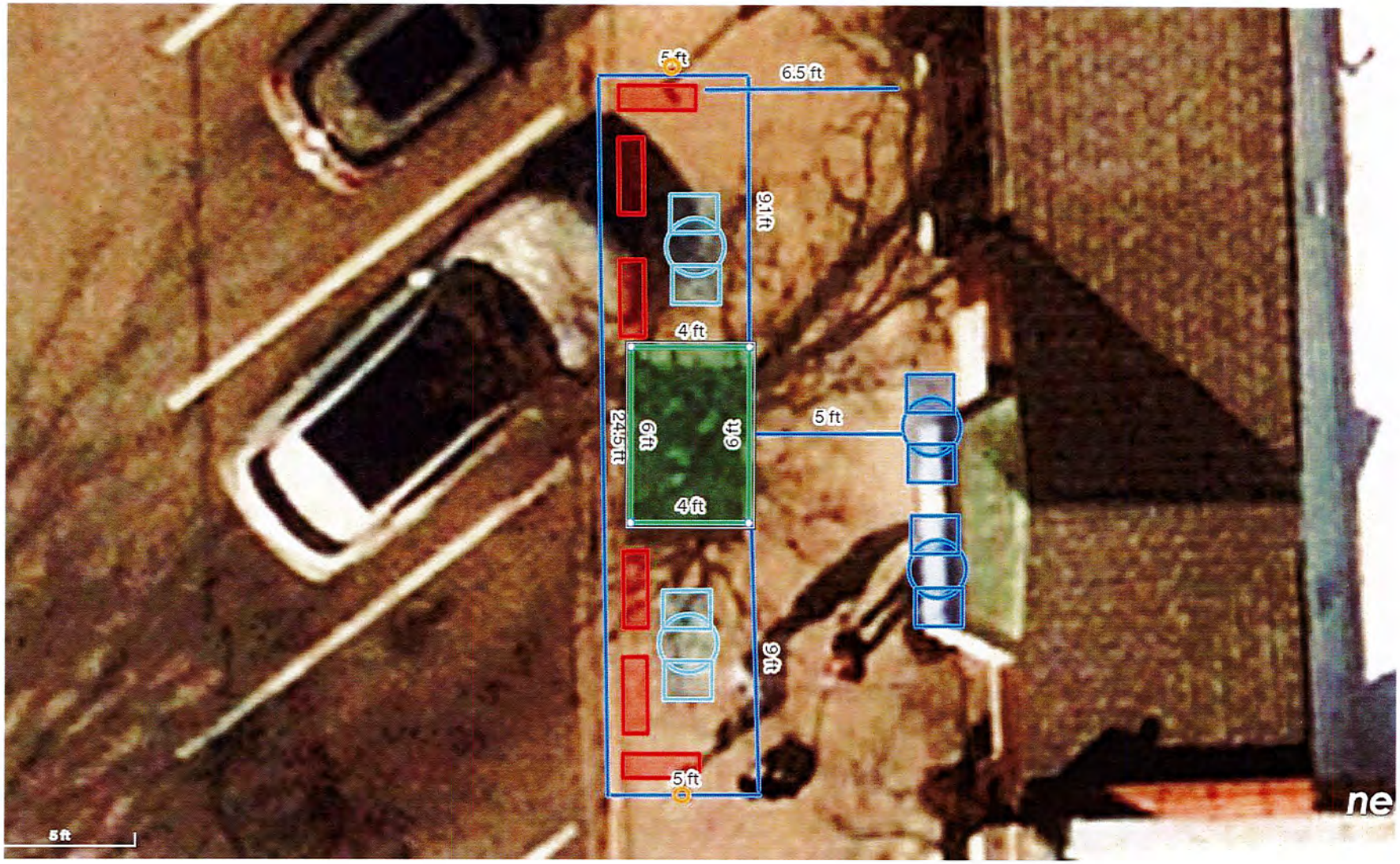
002097

Toni Patisserie & Café - Site Plan

Existing Sidewalk Dining (Approved in 2006) - Two (2) Round Tables and Four (4) Chairs
Size of Proposed Sidewalk Dining Area Adjacent to the Washington Street Curb: 24.5' x 5'
Sidewalk Pedestrian Clear Zone: 5' (4' Required)
Furniture: Two (2) Round Tables, Four (4) Chairs, Six (6) Planters Provided By Toni's



Toni Patisserie & Café - Site Plan



Outdoor Seating for Toni Patisserie & Cafe
51 S Washington St



Black patio tables (2)
24" diameter



Wicker cafe chairs (4)
18"d x 19"w



Black metal flower boxes (6)
32"l x 10"w x 31"h
These boxes will be filled with flowers and will provide aesthetic value in addition to creating a barrier between the seated customers and the curb on Washington St. We feel these boxes will play an important role in creating a comfortable environment for our customers as they will act as a barrier between themselves and cars pulling into the diagonal parking spots.

Tables and Chairs

Three (3) Round Tables – Black Metal / 28" Diameter
Six (6) Chairs - Rattan Woven / 20" Width / 16" Depth
*The four (4) existing black metal chairs adjacent to the building will be replaced with these chairs as well so that all chairs will match



Planters

Six (6) Planters to be Provided by Toni's Bordering New Sidewalk Dining Area
Black Metal / 32" Length / 10" Width / 31" Height



Toni Patisserie & Café – Existing / Proposed Outdoor Dining Area





Il Poggiolo Ristorante – 8 E. First Street

To the Hinsdale Village Board

We would respectfully request your consideration on allowing us to set up a

Bus station out side of our restaurant. We can either set a self enclosed station on our sidewalk or space permitting within our outside dining area. The picture and dimensions will be included with this letter as well.

With the size of the patio and the number of seats it would be very advantageous for us to have an outside station. We have a large distance to cover if we had to have our severs and bussers travel through the restaurant with handfuls of trays of soiled glasses and dishes. We just don't have any clear area that would not impede guest traffic and safety exists for our guests...

Thank you for your considering our request.

Scott Jordan

General Manager

Il Poggiolo – 8 E. First Street

- Size: 60' x 17.5'
- Furniture: Eleven (11) tables on the street and four (4) on the sidewalk
- Planters: Eight (8) Rectangle Planters (4' x 2') & Seven (7) Square Planters (2' x 2') – Provided by Village
- Notes:
  - Approval granted for both sidewalk dining and street dining
  - Village Board approved an exception to allow the sidewalk dining and street dining to extend past the west side of the building in front of 101 S. Washington Street (Marcus)



Ill Poggiolo – 8 E. First Street



Ill Poggiolo – 8 E. First Street



Proposed Service Station



Roll over image to zoom in



Home Styles Mobile Create-a-Cart Black Finish Four Door Cabinet Kitchen Cart with Stainless Steel Top, Adjustable Shelving

Visit the Home Styles Store

4.6 out of 5 stars 1,100 ratings

-6% $481.27

List Price: $509.99

prime

Pay $40.11/month for 12 months, interest-free upon approval for the Amazon Prime Rewards Visa Card

Color: **Black**





Material	Wood
Frame Material	Wood
Brand	Home Styles
Color	Black
Furniture Finish	Painted

About this item

- Four cabinet doors that open to storage with three adjustable shelves inside
- Handy spice rack with towel bar
- Paper towel holder
- Industrial sized casters (two locking)
- Ships in several boxes, may ship separately

Product Description

Create cabinet and counter space in an instant with the large Create-A-Cart Kitchen Cart by homestyles. This portable kitchen cart is constructed of solid sustainable hardwood with a durable veneer back and drawers. It has a beautiful black finish with a non-toxic clear-coat and a stainless steel top. Features three large storage cabinets behind four paneled doors, each with adjustable shelving and stainless steel handles. Two spacious drawers fitted with easy-glide metal rails for soft opening and closing. Built-in spice rack, stainless steel towel bar and paper towel holder. Cart is mounted on industrial-strength casters (two locking). Comes carefully packaged with all items labeled and easy-to-follow assembly directions. Cart size: 34.75"H x 48.75"W x 17.75"D. Counter top size: 7.5"H x 44.5"W x 17.75"D.

Product information

Product Dimensions	48.75 x 17.75 x 34.75 inches
Item Weight	27.5 pounds
Manufacturer	homestyles
ASIN	B003UGYH82
Country of Origin	Thailand
Item model number	9200-1042
Customer Reviews	4.6 out of 5 stars 1,100 ratings
Best Sellers Rank	#379,358 in Home & Kitchen (See Top 100 in Home & Kitchen) #82 in Mobile Kitchen Storage Islands
Finish Types	Painted
Assembly Required	Yes
Warranty Description	Limited Warranty
Number of Shelves	3

Warranty & Support

Manufacturer's warranty can be requested from customer service. Click here to make a request to customer service.

Feedback

Would you like to tell us about a lower price?

AGENDA ITEM # 10d

REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION:	Second Reading – EPS
SUBJECT:	Temporary Use Permit and Related License and Indemnification Agreement for Outdoor Seating for Casa Margarita located at 25 E. Hinsdale Avenue - Case A-13-2022
MEETING DATE:	June 14, 2022
FROM:	Bethany Salmon, Village Planner

Recommended Motion

Move to approve a Temporary Use Permit and Related License and Indemnification Agreement for Outdoor Seating until October 31, 2022 for Casa Margarita located at 25 E. Hinsdale Avenue, subject to conditions to be set forth by the Building Commissioner.

Background

Since 2016, Casa Margarita has set up an outdoor dining area on the west side of the Brush Hill Train Station at 25 E. Hinsdale Avenue. The property is subject to a lease agreement between the restaurant and the Village of Hinsdale, and the outdoor dining area is governed by a separate license agreement. Both the lease and license agreement are in turn subject to an overall lease agreement between the Village and Burlington Northern Santa Fe Railway Company ("BNSF").

Because the property is not Village-owned, is subject to a separate agreement with BNSF, and involves some conditions and other terms not typical to other outdoor dining arrangements, approval of the outdoor dining area is to be handled via a temporary use permit and separate license agreement rather than the newly adopted regulations for outdoor dining permits on the right-of-way outlined in Section 7-1-5.1 of the Village Code. The temporary use permit regulations listed in Section 9-103 of the Zoning Code and any conditions or limitations by the Village Board would apply to this case. The attached License and Indemnification Agreement for Outdoor Seating includes the prior conditions of approval for the outdoor dining area imposed in previous years.

Project Description

Casa Margarita has submitted a temporary use permit application requesting approval to allow for an outdoor dining area to be located on the west side of the Brush Hill Train Station until October 31, 2022. The restaurant is proposing the same general plans as previous years. The outdoor dining area measures approximately 358 square feet in size, with an overall width of 13.25 feet and length of 27 feet. The area includes fourteen (14) square gray metal tables with a total of twenty-eight (28) gray metal chairs (two per table). Four (4) umbrellas with black fabric are also proposed and do not contain any signage. String lights will be installed on the fence, which has been done in previous years.

The restaurant would operate within the outdoor dining area between the hours of 6:00 a.m. and 11:00 p.m. Sunday through Thursday, and 6:00 a.m. and 12:00 a.m. Friday through Saturday. The license agreement also includes additional conditions previously approved by the Village Board.

Village Code Requirements for Temporary Uses

Permitted temporary uses are listed in Section 9-103 of the Village's Zoning Code and may be approved by the Village Manager, subject to meeting any specific regulations and time limits listed in the Code.

Any other temporary use not listed and consistent with the purposes of the Zoning Code and with the purposes and intent of the regulations of the district in which such use is located shall require the specific prior approval of the Board of Trustees. The Village Board can authorize other temporary uses not specifically identified. The Board shall establish a limitation on the duration of every temporary use approved and may identify other conditions of approval. Temporary uses are subject to meeting the regulations listed in Section 9-103(F).

Discussion & Recommendation
N/A

Village Board and/or Committee Action
N/A

Documents Attached
1. Application for a Temporary Use Permit and Exhibits

VILLAGE OF HINSDALE
APPLICATION FOR TEMPORARY USE

Address of proposed request: 25 E Hinsdale Ave.

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

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

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

Owner: Chase Lotfi Date: June 6, 2022

Phone: (630) 634-8676 Email: _____

Temporary Use Period Requested:

From: June 6, 2022 through October 31, 2022

Nature of Temporary Use Request:

outdoor seating / patio

Signature of Owner: _____

_____ Date: _____, 20_____

Village Manager

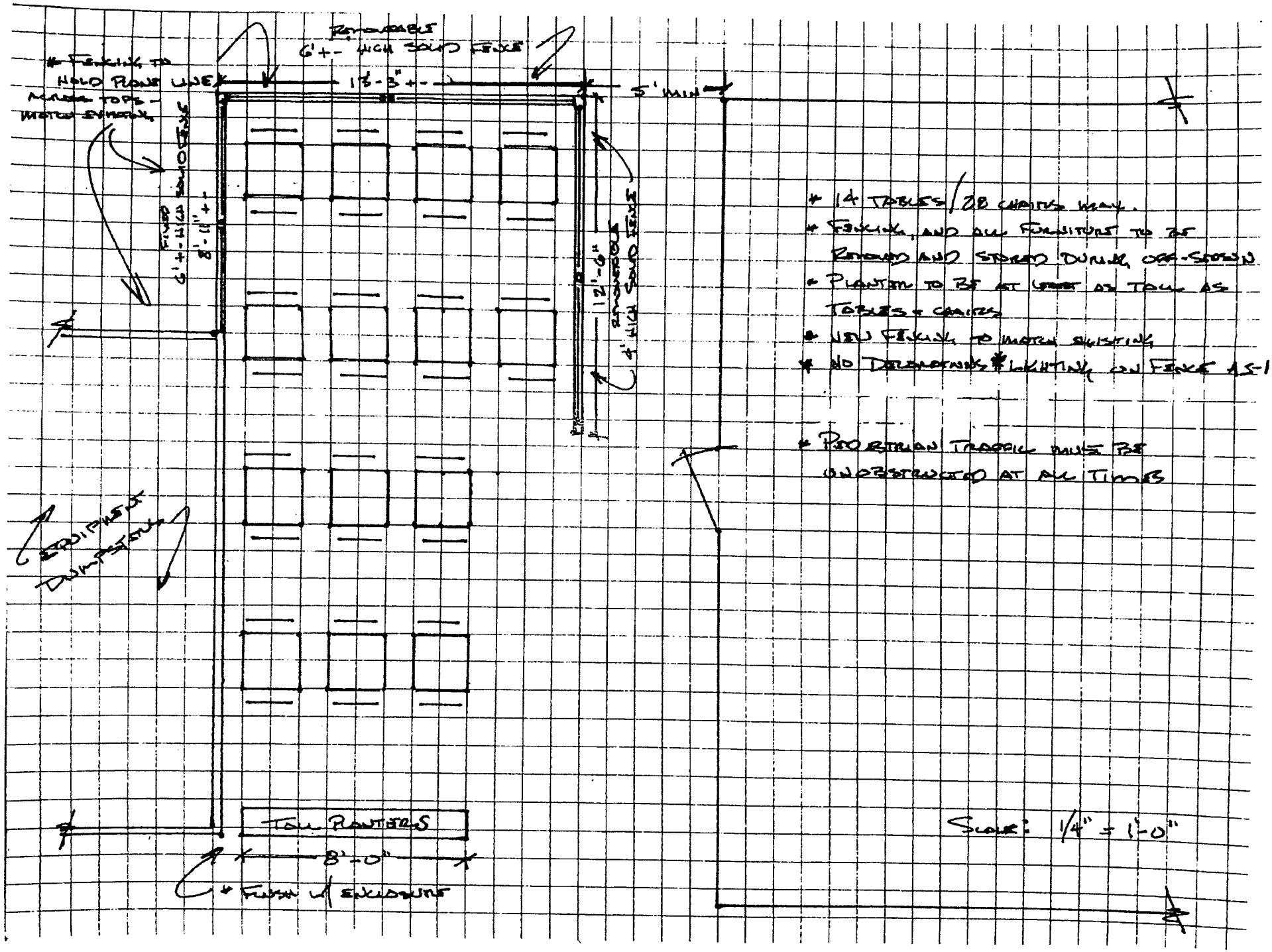
OR

Date of Village Board Approval: _____, 20_____

For Office Use Only
$100 Fee Paid ☐

Date: _____

Received By: _____



* 14 TABLES / 28 CHAIRS MAX.
* FENCING, AND ALL FURNITURE TO BE REMOVED AND STORED DURING OFF-SEASON
* PLANTER TO BE AT LEAST AS TALL AS TABLES + CHAIRS
* NEW FENCING TO MATCH EXISTING
* NO DECORATIONS & LIGHTING ON FENCE AS-1

* PEDESTRIAN TRAFFIC MUST BE UNOBSTRUCTED AT ALL TIMES

SCALE: 1/4" = 1'-0"

Casa Margarita – Outdoor Dining Location



Casa Margarita – Outdoor Dining Furniture, Umbrellas and Planters



LICENSE AND INDEMNIFICATION AGREEMENT FOR TEMPORARY USE OF PUBLIC PROPERTY RELATIVE TO THE OPERATION OF AN OUTDOOR SEATING AREA FOR 2022 - MARGARITA BLUE, INC. D/B/A CASA MARGARITA

This License and Indemnification Agreement (the "License") has been entered into this ___ day of _____, 2022, by and between the Village of Hinsdale, an Illinois municipal corporation, (the "Village") and Margarita Blue, Inc. d/b/a Casa Margarita, an Illinois corporation, (the "Licensee"), in regard to the following:

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

WHEREAS, Licensee is the owner of the business commonly known as Casa Margarita (hereinafter referred to as the "Business") located in the Brush Hill Train Station at 25 E. Hinsdale Avenue, Hinsdale, Illinois, directly adjacent to the Licensed Area. Licensee operates the Business at the Train Station pursuant to a Lease between Licensee and the Village (the "Restaurant Lease"). Since 2016, the Licensee has used the Licensed Area for the purposes of operating an outdoor seating area with liquor service thereon after receiving approval from the Corporate Authorities of the Village for a temporary use for outdoor seating on the Licensed Area adjacent to the Business, and after execution of a License Agreement with certain conditions set forth therein; and

WHEREAS, Licensee now seeks to again use the Licensed Area for operating an outdoor seating area with liquor service thereon during the 2022 outdoor dining season; and

WHEREAS, this License is a necessary inducement for the Village to allow use of the Licensed Area for outdoor seating purposes during the 2022 outdoor dining season.

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

1. **TERM AND LICENSE FEE:** This License shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this License (the "Effective Date"). The License shall terminate at 11:59 p.m. on October 31, 2022, although the provisions relating to Risk of Injury, Waiver of Injury Claims, Release from Liability, Indemnity and Defense, and Restoration of Premises shall survive such termination and will continue in full force and effect. A newly executed License and Indemnification Agreement must be submitted for any subsequent year that a temporary use for outdoor seating is requested. The license fee is $0.

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

other than allowing Licensee to establish, at its sole cost, the outdoor seating area in conformance with the Site Plans included as part of **Group Exhibit A**, including installation and continuing maintenance of the fencing shown on such Plans.

3. USE: Licensee shall be permitted to use the Licensed Area for outdoor seating purposes. Liquor service within the Licensed Area is authorized as an extension of Licensee's existing liquor license. Licensee's use shall comply with all statutes, ordinances, requirements and laws (including environmental laws and regulations) of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Licensed Area. The use of the Licensed Area shall consist of a maximum of fourteen (14) tables with two (2) seats each, in conformance with the Site Plans and Depictions attached hereto as part of **Group Exhibit A** and made a part hereof.

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

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

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

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

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

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

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

e. operation of the outdoor dining area only between the hours of 6:00 a.m. and 11:00 p.m. Sunday through Thursday, and 6:00 a.m. and 12:00 a.m. Friday through Saturday;

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

g. removal of the fencing of the Licensed Area at the expiration of this License in order to restore access to the train platform during the months where no outdoor

dining will take place. Upon removal, the fencing shall be stored in a location approved by the Village; and

h. temporary lighting on strings is approved to be attached onto the fencing.

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

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

a. Construction and maintenance of the fencing and outdoor seating area in strict conformance with the Site Plans and Depictions approved by BNSF; and

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

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

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

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

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

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

13. WAIVER OF INJURY CLAIMS: Licensee agrees to waive and relinquish any and all claims or causes of action of any kind that it or its officers, employees, volunteers, and agents may have against the Village and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers and agents arising out of, connected with, or in any way associated with the use of the Licensed Area by Licensee for outdoor seating purposes.

14. RELEASE FROM LIABILITY: Licensee does hereby fully release and discharge the Village and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers and agents, from any and all claims or causes of action of any kind, including, but not limited to death, damages, or losses which Licensee, or its officers, employees, contractors, subcontractors, volunteers, agents, patrons or members of the public may have or which arise out of, are connected with, or are in any way associated with the use by Licensee of the Licensed Area for outdoor seating purposes.

15. INDEMNITY AND DEFENSE: Licensee agrees to indemnify, hold harmless, release and defend the Village and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers, and agents, from any and all claims or causes of action of any kind, including, but not limited to death, damages, and losses which any person, including Licensee, or its officers, employees, contractors, subcontractors, volunteers, agents, patrons, or members of the public, may have or which arise out of, are connected with, or are in any way associated with the use by Licensee of the Licensed Area for outdoor seating purposes.

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

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

Alterations shall be installed in a workmanlike manner with quality, high-grade materials. Licensee shall pay for all alteration work. Upon completion of all alteration work, Licensee shall pay all costs for said alterations and furnish the Village with full and final waivers of lien and

receipts for bills, covering all labor and materials expended and used to complete said alterations. Licensee shall not permit any mechanics lien to be filed against the Licensed Area and agrees to indemnify and hold the Village harmless against any such liens and all damages, costs, expenses and attorneys' fees in connection therewith.

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

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

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

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

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

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

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

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

20. NON-WAIVER: Failure by Licensee or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this License or to exercise any rights

hereunder shall not waive such rights, but Licensee and the Village shall have the right to enforce the terms and conditions of this License at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

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

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

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

24. SEVERABILITY: Wherever possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this License.

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

26. VENUE: The parties agree that for the purpose of any litigation relative to this License and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding. This License, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

27. COMPLETE DEFENSE: It is expressly understood and agreed by the parties that this License may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Licensee, or by a third-party in connection with or on account of any of the matters set forth in this License. The parties agree that this License shall be admissible in evidence in any action in which the terms of this License are sought to be enforced.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of this _____ day of _____, 2022.

VILLAGE OF HINSDALE

BY: _____
VILLAGE PRESIDENT

DATE: _____

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

BY: _____
PRESIDENT

DATE: _____

ATTEST:

BY: _____
VILLAGE CLERK

DATE: _____

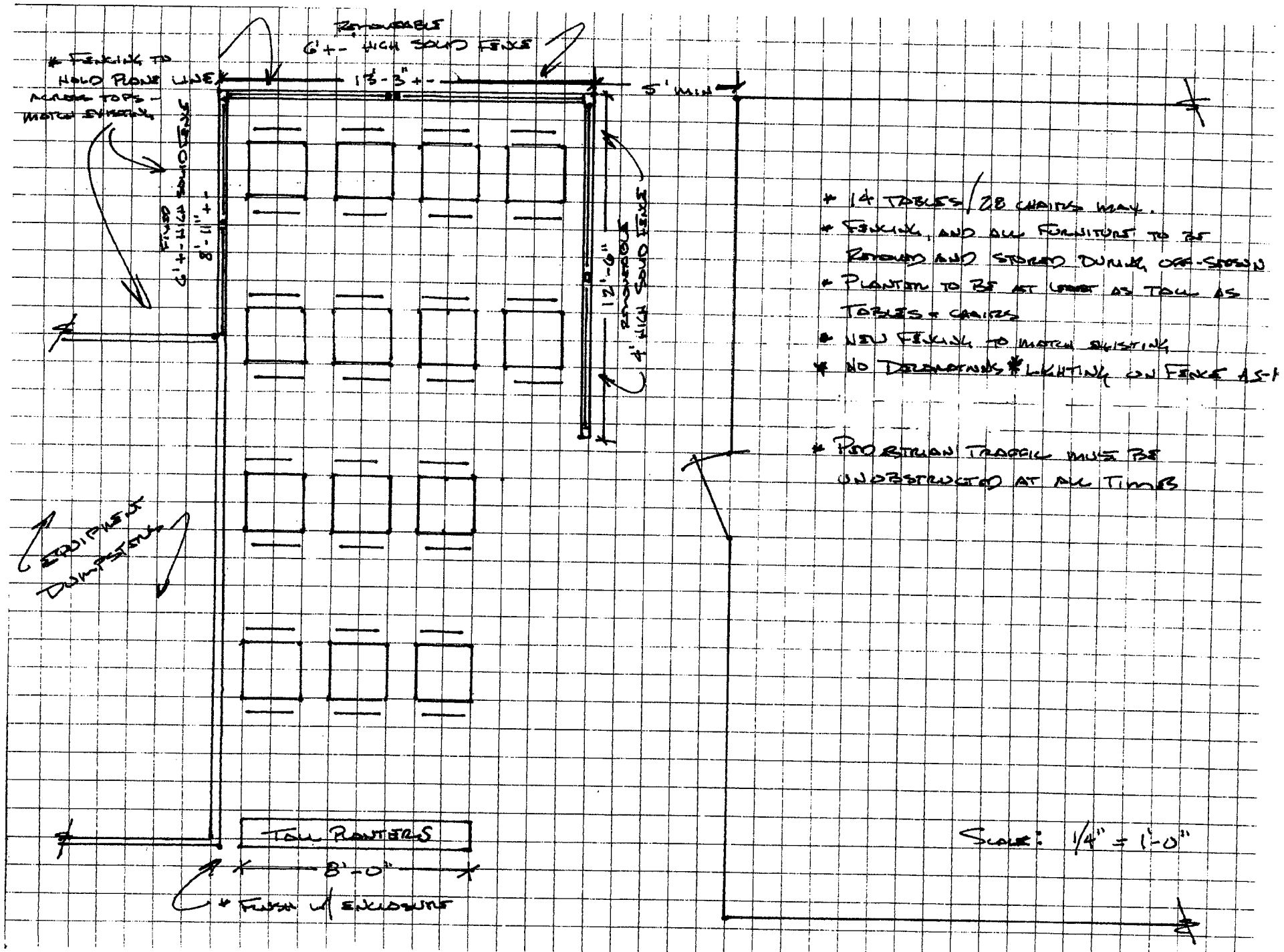
BY: _____
SECRETARY

DATE: _____

GROUP EXHIBIT A

Site Plan and Depiction of the Licensed Area

(attached)



* 14 TABLES / 28 CHAIRS MAX.
* FENCING, AND ALL FURNITURE TO BE REMOVED AND STORED DURING OFF-SEASON
* PLANTER TO BE AT LEAST AS TALL AS TABLES + CHAIRS
* NEW FENCING TO MATCH EXISTING
* NO DECORATIONS * LIGHTING ON FENCE AS-1

* PEDESTRIAN TRAFFIC MUST BE UNOBSTRUCTED AT ALL TIMES

SCALE: 1/4" = 1'-0"

EXHIBIT B

Insurance Certificate

(attached)

CASAMAR-03 PMARKUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2022

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

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

PRODUCER	CONTACT NAME:	
Total Insurance Services, Inc. 3175 Commercial Ave, Suite 200 Northbrook, IL 60062	PHONE (A/C, No, Ext): (847) 205-1777	FAX (A/C, No): (847) 205-1919
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Society Insurance	15261
INSURED	INSURER B :	
Margarita Blue Inc Dba: Casa Margarita 25 E Hinsdale Hinsdale, IL 60521	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		BP19015745	5/31/2022	5/31/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A		WC19015766	5/31/2022	5/31/2023	E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Business Owners Poli	X		BP19015745	5/31/2022	5/31/2023	CSL-LL	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE VILLAGE OF HINSDALE IS AN ADDITIONAL INSURED IN RESPECTS TO GENERAL LIABILITY AND LIQUOR LIABILITY FOR OUTDOOR SEATING LOCATED AT 25 E HINSDALE, HINSDALE IL 60521

CERTIFICATE HOLDER

Village of Hinsdale Local Liquor Commissioner
19 E Chicago Ave
Hinsdale, IL 60521

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Andrew C Kyzakowski

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VILLAGE OF Hinsdale Est. 1873

AGENDA ITEM # 10e

REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION:	Second Reading – ZPS
SUBJECT:	Application for Local Landmark Designation – The Bagley House – 121 S. County Line Road – Case HPC-02-2022
MEETING DATE:	June 14, 2022
FROM:	Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Designating 121 S. County Line Road as a Historic Landmark – The Bagley House

Application Request

The Village of Hinsdale has received an application from Safina Uberoi and Lucas Ruecker, the property owners of 121 S. County Line Road, requesting approval of Local Landmark Designation for the single-family home located at 121 S. County Line Road, also commonly referred to as "The Bagley House." The property is located in the R-1 Single Family Residential District and is surrounded by single-family homes to the north, east, south and west in the R-1 Single Family Residential District.

Project Description

The applicant requests approval of Local Landmark Designation for the single-family home located at 121 S. County Line Road. Built in 1894, the house was designed by Frank Lloyd Wright, one of the most well-known architects and the pioneer for what came to be known as the Prairie School architectural style. The house is an example of Frank Lloyd Wright's early designs and showcases his developing style through the use of an octagonal library, open first floor, and deep porch. Wright designed the home for Frederick P. Bagley, a marble merchant, and Grace H. Bagley, who was involved in social reform efforts involving Jane Addams and Hull House in Chicago.

A large addition with an attached porch was added onto the rear of the house in 1986. The lot also includes a detached garage dating back to the early 20th century with a shed-roofed additional that was added later on. The current homeowners purchased the house in 2021 and anticipate completing future rehabilitation projects that may include restoring some of the missing Wright features that have been removed over time.

The applicant has submitted detailed historic and architectural information on the house, interior floor plans, and photographs for review.

Discussion & Recommendation

On April 6, 2022, the application was reviewed at a public hearing at the Historic Preservation Commission. Jean Follett, the historic preservation consultant for the project, provided a presentation on the house and answered questions from the Historic Preservation Commission. Lukas Ruecker, one of the owners of record of the property, was also present at the meeting to answer questions from the Commission.

The Historic Preservation Commission reviewed the criteria set forth in Section 14-3-1 of the Village Code and determined that the property met the criteria for landmark designation, which are summarized in detail in the attached Findings and Recommendations.

Based on the findings, the Historic Preservation Plan Commission, by a vote of six (6) ayes and zero (0) nays, with one (1) absent, recommended to the President and Board of Trustees approval of Case HPC-02-2022 – The Bagley House – 121 S. County Line Road – Application for Local Landmark Designation.

Village Board and/or Committee Action

On May 3, 2022, the application was reviewed at a First Reading by the Board of Trustees. Jean Follett, the historic preservation consultant for the project, provided a presentation to the Village Board on the history of the Bagley House. Safina Uberoi, one of the owners of record of the property, was also present at the meeting to answer questions.

There was a brief discussion on if the property owners would be interested in utilizing the historic preservation incentives that the Village has been looking at adopting. Ms. Follett stated that they are looking into using the property tax freeze offered by the State of Illinois. Staff discussed these incentives with the owners about a year ago when initial discussions took place and will send the property owner information on the program being explored by the Village.

It was noted that the Historic Preservation Commission was in agreeance that the house met many of the criteria for landmark designation. There was a discussion on when the house was potentially threatened by demolition last summer and the efforts by the property owners to purchase and preserve the house. Ms. Uberoi stated they owned another Frank Lloyd Wright house outside of Cincinnati, Ohio that they have spent a lot of time restoring. Ms. Uberoi gave an overview of why the house is significant and important to the community, and the process surrounding purchasing the house.

The Village Board moved the item forward for a Second Reading.

Documents Attached

1. Ordinance
   - Exhibit A - Legal Description
   - Exhibit B - Findings and Recommendation

Previous Attachments: The following related materials for this case were provided for the Board of Trustees on May 3, 2022, and can be found on the Village website at: https://cms1files.revize.com/revize/hinsdaleil/document_center/VillageBoard/2022/05%20MAY/VBOT%20packet%2005%2003%2022.pdf

2. Zoning Map and Project Location
3. Aerial View
4. Birds Eye View
5. Street View
6. Criteria for Landmark Designation - Village Code Title 14, Chapter 3, Section 14-3-1
7. Application for Local Landmark Designation and Exhibits
8. Draft Ordinance
9. Draft Historic Preservation Commission Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING 121 S. COUNTY LINE ROAD AS A HISTORIC LANDMARK – THE BAGLEY HOUSE

WHEREAS, the Village of Hinsdale ("Village") is authorized pursuant to Article 11, Division 48.2 of the Illinois Municipal Code (65 ILCS 5/11-48.2-1 *et seq.*), to enact ordinances for the purposes of protecting, preserving, enhancing, and regulating buildings, structures, objects, sites, and areas of historical, cultural, or architectural importance; and

WHEREAS, Title 14 of the Village Code of Hinsdale establishes a procedure by which such buildings, structures, objects, sites, and areas can be designated as historic landmarks and historic districts; and

WHEREAS, the Village received an application (the "Application") seeking to have the single-family residence located at 121 S. County Line Road, Hinsdale, Illinois (the "Subject House"), designated as a landmark. The Application was filed by Safina Uberoi and Lucas Ruecker (collectively, the "Applicant"), the legal owners of the Subject House. The property on which the Subject House is located is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, pursuant to notice published and mailed in the manner required by the Village Code, the Hinsdale Historic Preservation Commission (the "Commission") conducted a public hearing on April 6, 2022, to consider the Application; and

WHEREAS, the Commission, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the requested landmark designation; and

WHEREAS, the Commission has filed its report of Findings and Recommendation regarding the landmark designation in Case HPC Case No. 02-2022, a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed and duly considered the Application, the Findings and Recommendation of the Commission, and all of the materials, facts and circumstances related to the Application, and have determined that the Application satisfies the standards set forth in Section 14-3-1 of the Village Code.

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

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

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

SECTION 3: Designation as Historic Landmark. The nomination of the Subject House as a historic landmark is hereby approved and the Subject House is hereby designated as a historic landmark. The Subject House shall hereafter by subject to the requirements of Title 14 of the Village Code, as amended from time to time.

SECTION 4: Notice to Owner of Record and Building Commissioner. The Village Clerk is directed to send notice of the historic landmark designation of the Subject House to the Applicant, as owner of record, and to the Village Building Commissioner, which notice shall include a copy of this Ordinance.

SECTION 5: Not Applicable to Other Buildings. The historic landmark designation approved by this Ordinance applies only to the Subject House and does not apply to any other building on the property at 121 S. County Line Road.

SECTION 6: Recordation. The Village Clerk is directed to cause a copy of this Ordinance be recorded promptly in the office of the Cook County Recorder of Deeds.

SECTION 7: Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 8: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this _____ day of _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____ 2022 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

THE SOUTH ½ OF LOT 5 AND THE NORTH ½ OF LOT 6 IN BLOCK 2 IN HIGHLANDS, A SUBDIVISION OF THE NORTH WEST ¼ OF THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTH WEST ¼ OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-07-105-007-0000
Commonly Known As: 121 S. County Line Road, Hinsdale, Illinois.

EXHIBIT B

FINDINGS AND RECOMMENDATION
(ATTACHED)

FINDINGS OF FACT AND RECOMMENDATION
OF THE HINSDALE HISTORIC PRESERVATION COMMISSION (HPC)
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES

APPLICATION: Case HPC-02-2022 – The Bagley House – 121 S. County Line Road – Application for Local Landmark Designation

PROPERTY: 121 S. County Line Road, Hinsdale, IL (PIN: 18-07-105-007)

APPLICANT: Safina Uberoi and Lukas Ruecker (the "Applicants")

REQUEST: Local Landmark Designation

HISTORIC PRESERVATION COMMISSION (HPC) REVIEW: April 6, 2022

BOARD OF TRUSTEES 1ST READING: May 4, 2022

SUMMARY OF REQUEST: The Village of Hinsdale has received an application from Safina Uberoi and Lucas Ruecker, the property owners of 121 S. County Line Road, requesting approval of Local Landmark Designation for the single-family home located at 121 S. County Line Road, also commonly referred to as "The Bagley House." The property is located in the R-1 Single Family Residential District and is surrounded by single-family homes to the north, east, south and west in the R-1 Single Family Residential District.

Built in 1894, the house was designed by Frank Lloyd Wright, one of the most well-known architects and the pioneer for what came to be known as the Prairie School architectural style. The house is an example of Frank Lloyd Wright's early designs and showcases his developing style through the use of an octagonal library, open first floor, and deep porch. Wright designed the home for Frederick P. Bagley, a marble merchant, and Grace H. Bagley, who was involved in social reform efforts involving Jane Addams and Hull House in Chicago.

A large addition with an attached porch was added onto the rear of the house in 1986. The lot also includes a detached garage dating back to the early 20th century with a shed-roofed additional that was added later on. The current homeowners purchased the house in 2021 and anticipate completing future rehabilitation projects that may include restoring some of the missing Wright features that have been removed over time.

PUBLIC HEARING SUMMARY: A public hearing was held on Wednesday, April 6, 2022, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in *The Hinsdalean* on March 10, 2022. The public hearing notice and transcript are attached.

At the public hearing held on April 6, 2022, Jean Follett, the historic preservation consultant, provided a presentation on the house and answered questions from the Historic Preservation Commission. Lukas Ruecker, one of the owners of record of the property, was also present at the meeting to answer questions from the Commission. No members of the public provided comments at the public hearing.

Ms. Follett provided a brief overview of what Hinsdale was like around the time when the Bagley House was originally constructed. Ms. Follett said this was a time of incredible growth in the Village with a population of 819 people in 1880, and 1,584 people in 1890, and 2,578 people in 1900.

Ms. Follett then explained the significant of the original owners, the Bagleys, who were quite notable even though they only owned the home for several years, constructing it in 1984 and selling it in 1897. Frederick Bagley was a marble merchant and owned a marble yard near where McCormick Place in Chicago is now located. Grace H. Bagley was deeply involved in social reform efforts involving Jane Addams and Hull House in Chicago. She was important in helping establish the first Juvenile Court in the nation in 1899 and was involved in the Women's Suffrage Movement. Grace Bagley was also on the board of the Hinsdale Fresh Air Association, an organization that brought underprivileged children from the city to enjoy the healthy country air of Hinsdale.

The Bagleys appeared to have met Frank Lloyd Wright through his uncle, Jenkin Lloyd Jones, who was active in the nearby Unitarian Church. The house is located in the Highlands Subdivision, which was platted in the early 1880s.

Ms. Follett highlighted the architecture and design of the house. Because Mr. Bagley was a marble merchant, the house includes marble incorporated throughout its design. The porch columns, decorative pots on the front porch, the chimney, foundation base, and other interior elements were all constructed of marble.

Ms. Follett presented some of the changes to the house, which are believed to have been done early on in the house's history in the early 20th century. Changes believed to have been made include the removal of a front screen designed by Frank Lloyd Wright in the front entry hall, changes to the front entry door and sidelights.

Ms. Follett gave an overview of the important features within the interior of the house and the original floor plan. One of the most notable features of the house is the octagonal library, which is similar to other building plans later designed by Frank Lloyd Wright. The shelves are not original, but the ceiling shape and flooring are original. A rear addition was completed in the 1980s. Other changes have been made to the upper floor layout, but a lot of the original plan is the same and original doors and woodwork have been preserved in many rooms.

Ms. Follett then showed other buildings designed by Frank Lloyd Wright around the same time when the Bagley House was constructed, including the Gale House in Oak Park, the Home and Studio in Oak Park, and the Winslow House in River Forest. Frank Lloyd Wright had previously worked under Louis Sullivan and he has not fully developed his iconic Prairie Style. However, buildings during this period showcase early experimentation with elements that would become key components of the Prairie Style.

Ms. Follett then presented original building elevations and historic photos of the home. Some of the original shingles under the horizontal siding. In the future, the roof and siding will be replaced with shingles similar to the original.

Mr. Bohnen then asked for an update on the progress of the house. Mr. Ruecker responded that they have stabilized the house and have chosen an architecture team to assist with future changes to the house. They are working toward planning for changes and construction. Several Commission members expressed excitement and support for the efforts of the homeowners.

The Commission then proceeded to review the criteria set forth in Section 14-3-1 of the Village Code that shall be considered with a nomination for landmark designation, which are summarized in detail in the "Findings" section below.

In recommending approval of the Landmark Designation, the Historic Preservation Commission determined that one or more of the criteria set forth in Section 14-3-1 have been met. No members of

the public provided comment at the meeting. Staff did not receive comments from members of the public prior to the meeting.

A motion to recommend approval of the application for Landmark Designation for Case HPC-02-2022 – The Bagley House – 121 S. County Line Road was made by Commissioner Braden and seconded by Commissioner Weinberger. The vote carried by a roll call vote as follows:

AYES:	Commissioners Barclay, Braden, Gonzalez, Prisby, Weinberger, and Chairman Bohnen
NAYS:	None
ABSTAIN:	None
ABSENT:	Commissioner Haarlow

FINDINGS: In recommending approval of Landmark Designation, the Historic Preservation Commission determined that several criteria set forth in Section 14-3-1 of Title 14 of the Village Code have been met. The following are the summary of Findings of the Historic Preservation Commission and information from the application submitted for consideration, with reference to the significant features in the exterior architectural appearance that should be protected and preserved:

A. <u>General Considerations:</u>

1. *The structure, building, site, or area has significant character, interest, or value as part of the historic, aesthetic, or architectural characteristics of the Village, the State, or the United States.* The Commission found this criteria to be met.

2. *The structure, building, site, or area is closely identified with a person or persons who significantly contributed to the development of the Village, the State, or the United States.* The Commission found this criteria to be met. The house was designed by Frank Lloyd Wright, one of the most well-known and prolific architects in American history and the pioneer for what came to be known as the Prairie School architectural style. The Bagley House has been recognized by Wright scholars as an important early design. It has been featured in numerous books and articles and was photographed in the 1940s as part of a series documenting Wright's work in suburban Chicago.

3. *The structure, building, site, or area involves the notable efforts of, or is the only known example of work by, a master builder, designer, architect, architectural firm, or artist whose individual accomplishment has influenced the development of the Village, the State, or the United States.* The Commission found this criteria to be met. The Bagley House was designed by Frank Lloyd Wright, was constructed in 1894, and is an early example of his designs and experimentation with elements that later been critical components of the Prairie Style. The Bagley House has several features that point to Wright's developing style, including the open floor plan of the first floor public rooms, the deep porch and the attached octagonal library.

4. *The unique location or singular physical characteristics of the structure, building, site, or area make it an established or familiar visual feature.* The applicant did not check this criteria, but the Commission believed that the octagonal library is a significant feature that is rare and that the Home and Studio in Oak Park was modeled after the design of the Bagley House. The Commission found this criteria to be met.

5. *The activities associated with a structure, building, site, or area make it a current or former focal point of reference in the Village.* Commissioner Braden stated at the meeting that the house is

associated with Ms. Bagley, who is associated with several philanthropic contributions to Hinsdale. In addition to other social reform efforts, Ms. Bagley was also on the board of the Hinsdale Fresh Air Association, an organization that brought underprivileged children from the city to enjoy the healthy country air of Hinsdale. There was a discussion between Commissioners on if this criteria was applicable. It was determined that the original homeowners were important and the house would be used for future educational efforts as a focal point of history in the Village. The Commission found this criteria to be met.

6. *The structure or building is of a type or is associated with a use once common but now rare, or is a particularly fine or unique example of a utilitarian structure and possesses a high level of integrity or architectural significance.* The Commission and applicant found this criteria was not applicable and the house did not meet this criteria.

B. *Architectural Significance:*

1. *The structure, building, site, or area represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction, or use of indigenous materials.* The Commission found this criteria to be met. The Bagley House has several features that point to Wright's developing style, including the open floor plan of the first floor public rooms, the deep porch and the attached octagonal library. The gambrel-roofed Dutch Colonial house has a plan somewhat similar to several other Wright designs of the 1890s.

2. *The structure, building, site, or area embodies elements of design, detail, material, or craftsmanship of exceptional quality.* The Commission found this criteria to be met. The octagonal library is of exceptional quality and represents elements of design later used by Frank Lloyd Wright in the well-known Prairie Style of architecture. Original interior features, including doors and wood work, have been well-preserved. Marble Ionic porch columns and marble facing on the foundation and chimney were provided by Mr. Bagley's business.

3. *The structure, building, site, or area exemplifies or is one of the few remaining examples of a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction.* There was a discussion on if this criteria was met. The Commission found this criteria to be met. Because Mr. Bagley was a marble merchant, the house includes marble incorporated throughout its design. The porch columns, decorative pots on the front porch, the chimney, foundation base, and other interior elements were all constructed of marble. It was noted that the first floor is well preserved. Many elements of the house are also well-preserved. The 1983 two-story, glassed addition was completed at the rear of the house and was done appropriately with respect to the original architecture. A pergola connects the addition to an octagonal sunroom that echoes the library on the north side of the house. The house was originally sheathed in cedar shingles, including the gambrel roof. The house is now covered in horizontal siding. The original shingle siding remains on the walls, underneath this 20th-century alteration. New owners plan to restore the house and, in particular, its original cedar-shingled appearance.

4. *The structure, building, site, or area is, or is part of, a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style characteristics, time period, type of property, method of construction, or use of indigenous materials and accents the architectural significance of an area.* The Commission did not find this criteria to be met and is not applicable to this case.

C. *Historic Significance:*

1. *The structure, building, site, or area is an exceptional example of an historic or vernacular style, or is one of the few such remaining properties of its kind in the Village.* The Commission found this criteria to be met. Built in 1894, the Bagley House has several architectural elements that point to Wright's developing architectural style. The house is known to be the only example of a Frank Lloyd Wright designed house in the Village.

2. *The structure, building, site, or area has a strong association with the life or activities of a person or persons who has significantly contributed to or participated in the historic events of the United States, the State, or the Village.* The Commission found this criteria to be met. The house is designed by Frank Lloyd Wright, one of the most well-known and prolific architects in American history.

3. *The structure, building, site, or area is associated with an organization or group, whether formal or informal, from which persons have significantly contributed to or participated in the historic events of the United States, the State, or the Village.* The Commission found this criteria to be met. In addition to being associated with Frank Lloyd Wright, the Bagleys were notable in Village history and on a wider scale. Of note, Ms. Bagley was involved in social reform efforts centered around Jane Addams and Hull House. In addition to her work on tenement house reform and child labor issues, Mrs. Bagley worked closely with Addams and other important social reformers to establish the first Juvenile Court in the nation in 1899. Grace Bagley was also on the board of the Hinsdale Fresh Air Association, an organization that brought underprivileged children from the city to enjoy the healthy country air of Hinsdale.

4. *The structure, building, site, or area is associated with a notable historic event.* The Commission did not find this criteria to be met and is not applicable to this case.

5. *The structure, building, site, or area is associated with an antiquated use due to technological or social advances.* The Commission did not find this criteria to be met and is not applicable to this case.

6. *The structure, building, site, or area is a monument to, or a cemetery of, an historic person or persons.* The Commission did not find this criteria to be met and is not applicable to this case.

RECOMMENDATION: Based on the findings set forth above, the Village of Hinsdale Historic Preservation Plan Commission, by a vote of six (6) ayes and zero (0) nays, with one (1) absent, recommended to the President and Board of Trustees approval of Case HPC-02-2022 – The Bagley House – 121 S. County Line Road – Application for Local Landmark Designation.

Signed: John Bohnen, CHAIRMAN
John Bohnen, Chair
Historic Preservation Commission
Village of Hinsdale

Date: JUNE 1, 2022

VILLAGE OF HINSDALE
NOTICE OF THE HISTORIC PRESERVATION COMMISSION
PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN to all persons that the Village of Hinsdale Historic Preservation Commission shall conduct a special public hearing on Wednesday, April 6, 2020, at 6:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application for a Local Landmark Designation for the single-family home located at 121 S. County Line Road.

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

The common address is 121 S. County Line Road, Hinsdale, IL 60521 and is legally described as follows:

THE SOUTH ½ OF LOT 5 AND THE NORTH ½ OF LOT 6 IN BLOCK 2 IN HIGHLANDS, A SUBDIVISION OF THE NORTH WEST ¼ OF THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTH WEST ¼ OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-07-105-007-0000

At said public hearing, the Hinsdale Historic Preservation Commission shall accept all testimony and evidence pertaining to said applications. All interested persons are invited to attend and be heard.

Dated: March 7, 2022

Christine M. Bruton, Village Clerk

To be Published in the Hinsdalean on March 10, 2022

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

BEFORE THE VILLAGE OF HINSDALE
HISTORIC PRESERVATION COMMISSION

IN THE MATTER OF:)
)
)
HPC-02-2022,)
121 South County)
Line Road.)

REPORT OF PROCEEDINGS had and testimony taken at the Public Hearing of the above-entitled matter before the Hinsdale Historic Preservation Commission, on the 6th day of April, 2022, at 6:30 p.m.

BOARD MEMBERS PRESENT:

MR. JOHN BOHNEN, Chairman;

MS. SARAH BARCLAY, Member;

MS. ALEXIS BRADEN, Member;

MS. SHANNON WEINBERGER, Member;

MR. JIM PRISBY, Member; and

MR. FRANK GONZALEZ, Member.

ALSO PRESENT:

MS. BETHANY SALMON, Village Planner;

MR. TREVOR BOSACK, Assistant to Village Manager;

MR. LUKAS RUECKER, Applicant;

MS. JEAN FOLLETT, Applicant's Representative.

(WHEREUPON, the oath was administered to Mr. Ruecker and Ms. Follett.)

CHAIRMAN BOHNEN: Public hearing about landmarking the Bagley house. I would ask anybody in the audience that's going to be talking to us to please be sworn by our court reporter.

This is Case HPC-02-22, Bagley house, 121 South County Line Road, and it's an application for local landmark designation. We have had the good fortune of meeting and working with Lukas and Safina and, of course, Jean Follett we worked with over the years and Jean, you are acting as a consultant.

MS. FOLLETT: I am.

CHAIRMAN BOHNEN: Would you be kind enough to approach the podium.

MS. FOLLETT: Thank you for having us here tonight.

So I wanted to start tonight -- let's see if I can figure out where -- by reminding you of where Hinsdale was at in 1890 because it's so easy to forget. This was a period of just incredible growth for the village, that in 1880 819 people lived here. And in 1890, 1,584 people lived here, which is like a 90 plus percent increase.

In 1900 we were at 2,578, so you had these sort of three decades where there's just this gigantic amount of growth. And the Bagleys, I think are a really interesting couple. It's so interesting to me they have kind of flown under the radar because they left really quickly after they built this house. They only owed it for three or four years but while they were in it, they were doing amazing

things.

Mr. Bagley, Frederick Bagley, was a marble merchant. He started in real estate but then he was a marble merchant and owned a marble yard on the south side kind of near where McCormick place is now.

Mrs. Bagley heard Julia Ward Howe speak, who was a major suffragist and also a Unitarian, and got very inspired, and her husband owned some tenement houses and she was kind of intrigued about the living conditions and said, Would you mind if I took over the running of the tenement houses?

So she learned Italian and started running the tenement house and got very involved with Jane Adams' and Hull House and the Chicago Women's Club and she was leading the charge to found the very first juvenile court in the entire country was founded here basically with her leading that effort in 1899. So she was just an amazing, amazing person.

After she left here she became a

major mover and shaker in women's suffrage. She was involved with the Chicago kindergarten college and was the keynote speaker for their conference several years in a row. She was just a really incredible person.

How did she meet Frank Lloyd Wright? Well, like Frank Lloyd Wright met most of his early clients, this is the very first year he was in independent practice, he met them through his uncle's church. So he went to his uncle's Unitarian Church on the south side and the Bagleys were going to that church and they met there and it's just this whole kind of Unitarian thing going on.

We had the Unitarian church here in Hinsdale which was founded in 1887 and basically all the leading lights in the Unitarian church came to speak at the dedication of our Unitarian church here in Hinsdale. It was a major nexus. They were the founding fathers for the Fresh Air Home, which 4,000 children and women came through over the 30 years that it was in

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Hinsdale. So the Bagleys, their tenure here was short, but they had a very early impact I think overall.

This is what Ogden Avenue looked like when this house was built. I just love -- this is basically right in front of where the Fresh Air Home was at the top of Washington Street. It's hard for us to remember that Hinsdale was considered rural. It was where you 06:39:14PM came literally to get fresh air. The Bagleys built this house to be their weekend house and not where they came to live full time.

They moved here because they were a block and a half from the highland station. They were members of the Unitarian church, I still would like to know who the architect of that was. They were very involved. Mrs. Bagley was on the board, I think she was the vice-president for the Fresh Air Home, which was just 06:39:41PM an amazingly interesting -- I mean, that deserves like a whole article all by itself because Western Springs, LaGrange, Hinsdale and

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Riverside all cooperated and each of them got to pick the 2-week slot during the summer and then they would go into the city and pick the charity where they would bring the kids out to spend their two weeks at the Fresh Air Home. So it was sort of from the end of June until the beginning of September there were 2-week runs of 24 people through the Fresh Air Home.

This is the Highland subdivision, 06:40:18PM which I, actually, until I started this project, I didn't really know it was a thing. So in 1891 this subdivision was platted, which basically went from Chicago Avenue down to 6th Street and from what's now the tri-state across to County Line Road. It was a very, very large piece of land, a very big subdivision, and the Bagleys were only the second people to build there. There was another house built on County Line Road just the year before they built their 06:40:49PM house.

The interesting thing about the Bagley house I think is because Mr. Bagley was a

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marble merchant, there is a ton of marble in this house and some of it you would not even recognize. So the porch columns are marble. The front pots are marble. The bases of the pots are marble, but also things like the chimney is based with marble if you look closely at it, and the foundation is based with marble. Everything on this house. And then there was, of course, marble inside, which we will talk 06:41:20PM about later.

Here's some of that marble that goes all the way around the foundation for the whole original house.

We think because the Bagleys sold the house in 1897, we think a lot of changes happened really early in the 20th century and some of those happened in this front entry hall. We think originally this had kind of a very Frank Lloyd Wright screen instead of this low 06:41:48PM railing. We think these absolutely gorgeous entry doors and side lights with the bronze fittings are from that early 20th century

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period. We don't know yet but I think we are going to find out that these all date from early on.

The living room is just as it was built with the addition of this southern window at the far end of the room but they always had these doors that went out to the front porch.

This plan is a very typical of Wright's early plans where you come in the front 06:42:20PM door and you can essentially make a circle through the whole first floor in the public rooms. So you come in the front door, you go in the living room, you are going to the dining room and then you can go right back out to the back porch at that time or you can go into the service area on the first floor.

And a lot of original woodwork in this house. So I honestly have never seen pocket doors like these where they are single 06:42:47PM panel. They are just amazing and they are in perfect condition. The baseboards, which are these really tall sort of 14, 16-inch

baseboards, those are all original. A lot of the woodwork in the front halls on the doors, around the arch doorways and the service doors. The pantry is all there. There's a lot of original woodwork on this first floor.

The only thing we think that's missing really is there were beams in the ceilings in the dining room and probably different beams that are there now in the living room but we don't have any -- they aren't on the drawings but we just know from what owners have told us that they used to be there.

And then of course the thing that really tips you off if you drive by this house and you think, well, that's not a Frank Lloyd Wright, well, the octagonal library is the giveaway. Because this library actually was built before the octagonal library at the home and studio in Oak Park but it's a form that he really liked. The Winslow house in River Forest he wanted to build an octagonal gazebo onto that. He loved the octagon, it was kind of one

of his things.

So the shelves are not original but the ceiling shape is definitely what is reflected on the original plan, this kind of slight dome to the ceiling and it has its original flooring and it really was an after thought. I'll show you a picture of the drawing, it's a really interesting thing that it was added on.

This addition on the back of the house was put on in 1985 by a firm that is still in business today in Oakbrook Terrace and actually won an AIA award the following year for being a very sympathetic addition. It's a very interesting addition.

Upstairs the bedrooms, I was saying to Lukas at dinner that if you look at the original plans, every single bedroom on the second floor was connected to the room next to it by a door. You could literally go around the entire circumference of the second floor without going in the hall. I see Shannon shaking her

head. Your house is probably like that, too.

The yellow bedroom is actually probably the most original of all the second floor bedrooms. The master bedroom is where there used to be two rooms and it's now been made into one and the blue bedroom is pretty original as well.

The green bedroom has -- is extended out over the kitchen but it's really interesting to me they reused original windows. They took the windows out that were on the back of the house and reused them in this little addition.

The biggest change upstairs, as you all know because you have been there, is in the bathroom area in that southeast corner and we don't know what was there originally. We think it was actually extended over the dining room, that it never was that deep, and because we know there was a bedroom in that corner originally. There was literally only one bathroom in this house when it was originally built on that

second floor. But all the original doors are there. The stair railings. It's really a lot of original material left.

And then on the third floor it's the same, a lot of original doors, original woodwork. This little bay window on the right there is over the addition. We think it was built for egress for people living up there.

And then that little eyebrow window, which looks like it could be from 1894 but it's not. It's definitely later and we don't really know why it was put on. I'm assuming either they had folks living up here full time or whatever. It blends beautifully. If you look at the early photographs of the house with that window in it, it's like painted out. It's not painted as trim, it's painted kind of the color of the body of the house so it would just blend in with the shingles.

So these -- I show you these because it's really hard. I gave you the links in the landmark nomination for these drawings,

you cannot download them at a decent size, but they are okay for power point.

This shows you that first floor plan. It is absolutely identical today except for the back porch that's gone and the kitchen has been extended but it's in the same exact place, basically the same configuration. And then the second floor has a lot of the same rooms that it originally had with some

06 47 18PM alterations to add another bathroom.

Here's what else was going on for Frank Lloyd Wright at this time. This is one of the Gale houses in Oak Park. The Gale house he actually built when he was still working for Sullivan. He worked for Louis Sullivan just prior to going out on his own. He was working for Sullivan for five years.

This is -- on the lower left and the lower right that's his house, you can see

06 47 43PM the octagonal library on the far right of his house and then the octagonal studio as well. And the home and studio basically has a very,

very, similar floor plan to the Bagley house if you go there. It's really very -- it's sort of like this is the plan I know how to do at this point in time. It's really interesting because there's a couple of other houses that have very, very similar first floor plan.

And then what's shocking to me is the Winslow house in River Forest, which is built the same year, is just nothing like these

06 48 16PM other houses. It's got brick. It's got terra cotta. It's just completely different set of materials. A hipped roof. It's sort of you are starting to see him getting a feel for oh, I really want to do something different and it's going to be eventually prairie style but these first houses are very much in this kind of Victorian mode.

So here's on the left is the drawing where you can see how the library

06 48 48PM actually was something either the Bagleys requested it or he suggested it because it's definitely an overlay on to the drawings. It's

very interesting that it's not on the original plan.

But I love the way it worked out because actually when you are standing at the top of the landing at the library door and you are looking kind of down through the living room, it's a beautiful view. It gives you a great feeling for the house when you're at that landing I think.

06 49 21PM This is a great view. This is the house all buttoned up for the winter. You see the planters are boxed up and the storm doors on the front. But we are hoping to get back to this because we really want to put -- we know the shingles are actually under the siding, we have lifted it up in a couple of places. They are under there. I'm sure they are in pretty bad shape but we're hoping to get it back to a place where the roof is shingled and the siding

06 49 44PM is shingled because that's really what it was meant to be from the beginning.

I think that's it. Thank you.

CHAIRMAN BOHNEN: Thank you, Jean. Thank you very much.

MS. FOLLETT: No need to prolong it.

MS. BRADEN: Wonderful research.

CHAIRMAN BOHNEN: Would it be possible to get a little summary on the progress of the house, sort of where we are headed at this point in time?

MS. FOLLETT: Sure.

06 50 14PM MR. RUECKER: Thank you very much. Wonderful to see you all again.

Progress has been made. We have stabilized the house. That's what we did in fall. There were quite a bit of areas that were high risk and we spent time making sure that the house is secure. Happy to report it is secure at this point in time.

We have made some decisions regarding our architecture team going forward.

06 50 37PM The last time we talked I think you heard us say that we would like to work with Gunnie Harboe and his firm.

Since then, for a number of different reasons, we decided that this is not quite at the level that he would like to work at and we have decided on a different architectural firm. So we and Gunnie Harboe have split.

The firm we are currently in final negotiation with is a firm from the pacific northwest. George Suyama is an award-winning architect and a very close friend of Frank Lloyd Wright's architecture. We believe he will do a fantastic job and our plan is to do some early assessment work, as Jean alluded to, to begin to understand what the status of the house is.

Our plan is to begin the summer after this season is over. Again, we are at hard work on assessing where we are, getting behind everything and really beginning to finish our plans. Our idea is to get a lot of the planning in place, assessing and planning in place this year and basically start next year with full-fledged construction.

MS. BRADEN: We are so lucky to have

you.

MR. RUECKER: Thank you. Thank you very much. Wonderful welcome. I can't tell you how happy we are to be here.

MR. GONZALEZ: Very exciting.

CHAIRMAN BOHNEN: Thank you very much. Our best to Safina, too.

Okay. Bethany, so how do we progress from here?

MS. SALMON: So per the village code, and I think I included this in the staff report, the recommendation for a landmark designation should contain the following information.

So staff will draft formal findings, it will come back to you guys next month for formal approval and then that would be put into the final ordinance that would move forward to the village board.

So we want to look at your rationale for landmarking it, obviously recommendation for approval or rejection, and then any other pertinent information that you

think is worthwhile to note as part of the application.

And then if you do go look at what the applicant has submitted on their landmark nomination application, they did mark which of the criteria they think that they are meeting.

CHAIRMAN BOHNEN: Right. So you all see the attachments that Bethany sent to you and the application here.

Bethany, is it appropriate that we go through this now as a group?

MS. SALMON: Yes. I would recommend that you -- you don't need to probably be as detailed as the findings I sent to you because some of that can be filled in.

I think it's important to go through the criteria that they had selected and say whether you agree or disagree for certain reasons with at least each of the ones where the check boxes are and then of course if you have any questions, the applicant can help answer some of those and why they selected.

CHAIRMAN BOHNEN: So I would direct each of you to the application for local landmark designation. It's about four pages in which Lukas and Jean checked off certain items.

If we can move to point No. 3, the criteria for designation. Are we all on the same page there? Okay. Good.

Alexis, why don't you start us out and we can start going through these.

MS. BRADEN: Sure. I wanted to backtrack real quick.

Bullet point No. 4 under 3A, due to it's unique location or its singular physical characteristic. In my opinion, I feel like we could also check that box given the octagonal library feature and its rarity and that it was modeled -- or his home and studio was modeled after that. It's just my opinion. But, yes, we can start to present to read the list.

CHAIRMAN BOHNEN: Yes. Why don't we go down the ones that they had checked off and see if there are any comments.

MS. BRADEN: Sure. So the first one: Has significant character, interest, or value as part of the historic, aesthetic, or architectural heritage of the village, the state of Illinois, and the United States.

CHAIRMAN BOHNEN: I think a comment, I mean, we all agree on that.

MS. BRADEN: Go to No. 2?

CHAIRMAN BOHNEN: Yes.

06:55:17PM MS. BRADEN: Is closely identified with a person or persons who significantly contributed to the development of the village, state of Illinois or the United States.

Bullet point No. 3: Represents notable efforts of, or is the only known example of work by a master builder, designer, architect, architectural firm or artist whose individual accomplishment has influenced the development of the village, the state of Illinois, or the

06:55:47PM United States.

On to bullet point No. 4 is an established or familiar visual feature due to

its unique location or its singular physical characteristics.

CHAIRMAN BOHNEN: Thank you.

MR. PRISBY: I would include that.

MS. WEINBERGER: I would agree with that.

MS. BRADEN: So we are check marking that fourth bullet point.

Fifth: Was or is a historical

06:56:19PM focal point in the village because of its activities associated with it.

I argue maybe based on Jean's research and Mrs. Bagley's philanthropical contributions to Hinsdale that could be something that we ponder on.

CHAIRMAN BOHNEN: Yes. I would certainly think that it will become, probably hasn't in the past, has not gained that stature just because of the lack of general knowledge

06:56:56PM about the history of the home.

MR. PRISBY: But the bullet point says was or is not will be.

CHAIRMAN BOHNEN: Correct.

MS. BRADEN: Says activities associated with it.

MR. PRISBY: Could be the fresh house activities and then could that history fall under that category.

MS. BRADEN: Owners' contribution to Hinsdale heritage. I'm not sure if I'm expanding on that bullet erroneously.

06:57:29PM CHAIRMAN BOHNEN: Well, I would think there would be a lot of general interest in the process as this house is deconstructed and reconstructed. I know we intended to have open houses, did we not?

MR. RUECKER: Absolutely. We would like to share this with the village. We did this for Hinsdale. Absolutely, we plan to have lots of open houses and entertain all interest in the village.

06:57:56PM CHAIRMAN BOHNEN: Lukas, we discussed that.

MR. RUECKER: Absolutely.

CHAIRMAN BOHNEN: It would be in everybody's interest to educate people as you progress with the work on the home.

MR. RUECKER: A hundred percent you have my commitment on that and you guys know I'm good for it.

CHAIRMAN BOHNEN: I'm going to suggest that we check that.

MS. BRADEN: Last bullet point: Is of

06:58:14PM a type or associated with use once common but now rare, or is a particularly fine or unique example of a utilitarian structure and possesses a high level of integrity or architectural significance.

Bethany, what's your thoughts on here.

MS. SALMON: It's the applicant who decided which ones they wanted to check so maybe it would be a good idea to ask them.

06:58:51PM MS. FOLLETT: Read that one again. Honestly, Bethany encouraged me to add more than I originally added. Read that one again.

MS. BRADEN: Sure thing. Is of a type or associated with a use once common but now rare or is a particularly fine or unique example of a utilitarian structure and possesses a high level of integrity or architectural significance.

MS. FOLLETT: See, I don't think that applies. That's more for or if it's an exceptional fire station or whatever.

06 59 31PM I forgot to tell you this house was built by Adolph Froscher, the man. He did like 37 houses. I mean, all the big houses in Hinsdale at this time were built by him.

MS. BRADEN: Would you like me to go into Section B?

CHAIRMAN BOHNEN: Please.

MS. BRADEN: Architectural. The proposed landmark. The first bullet point, which is checked: Represents distinguishing

07 00 01PM characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction, or use of

materials.

No. 2. Embodies elements of design, detail, material, or craftsmanship of exceptional quality.

No. 3. Exemplifies or is one of the few remaining examples of a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction.

07 00 34PM Now, I'd argue it has a marble foundation; how many homes have marble foundations?

MS. FOLLETT: That's true. Or marble columns on the front porch.

MS. WEINBERGER: And the fact that it's been in town for as long as it has been and that first floor is really very intact.

MS. FOLLETT: I agree.

CHAIRMAN BOHNEN: So what do we think?

07 01 01PM MS. WEINBERGER: I would check it.

MS. BRADEN: So we are going to checkmark bullet point No. 3.

No. 4, and lastly for Section B: Is, or is part of, a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style, time period, type of property, method of construction, or use of materials.

MR. PRISBY: I'm not sure how that applies. I don't think that applies.

MS. WEINBERGER: No.

07 01 35PM MS. BRADEN: Moving on to Section C, historical significance. The first bullet point: Is an exceptional example of a historical or vernacular style, or is one of the few such remaining properties of its kind in the village.

Bullet point No. 2: Has a strong association with the life or activities of a person or persons who has significantly contributed to, or participated in the historic

07 02 01PM events of the United States, the state of Illinois or the village.

MS. WEINBERGER: Yes.

MS. BRADEN: Bullet point No. 3: Is associated with an organization or group, whether formal or informal, through which persons have significantly contributed to or participated in historic events of the United States, the state of Illinois or the village.

MS. WEINBERGER: That one I think to me the way I read it the first one is the Bagleys themselves and then the one you just read is

07 02 31PM really Frank Lloyd Wright.

MS. BRADEN: I agree. So I think we are proposing, Chairman, to check the third bullet point of Section C.

CHAIRMAN BOHNEN: Okay. C 3.

MS. BRADEN: Of historic significance. C 3, correct.

Bullet point No. 4: Is associated with a notable historic event.

MS. FOLLETT: (Shaking head) no.

07 03 05PM MS. BRADEN: Next bullet point: Is associated with an antiquated use due to technological or social advances.

MS. FOLLETT: No.
MS. BRADEN: Last bullet: Is a monument to, or cemetery of, a historic person or persons.
MR. PRISBY: That's a no.
MS. BRADEN: Not that we know of.
CHAIRMAN BOHNEN: Okay. So at that point, Bethany, I would think that we can cut and paste a description and we can assign that
07 04 31PM to a member of the commission, Alexis, and that would complete our work at this for the application.
MS. BRADEN: Bethany, we can talk offline about what exactly you need but I'm happy to draft a recommendation on behalf of our commission.
CHAIRMAN BOHNEN: That would be great.
MS. SALMON: Just to state staff will prepare these and like I said, if there's
07 04 31PM anything we need to change at the next meeting, it will be brought forth for formal approval at the next meeting. So if there's anything you

want to add or staff missed, you can always add it as well.
MS. BRADEN: Okay. But you still need a recommendation from our commission?
MS. SALMON: Correct, tonight.
MS. BRADEN: But in writing?
MS. SALMON: Yes. So this is the procedure that I know you guys don't see as much but this is a procedure that the plan commission
07 04 54PM does where after the meeting and you guys have your formal recommendation, staff will go back and put these formal findings together, which pretty much is a summary of what happened at the meeting tonight as well as why you are recommending this or denying this to move forward to the village board. Then that way the village board actually has something. It's also put as a hard copy in the ordinance that pretty much is justifying your decision. You can kind
07 05 16PM of think about it like that. So it will live on forever.
MS. WEINBERGER: What is the wording

tonight? What are we motioning?
CHAIRMAN BOHNEN: Recommend.
MS. SALMON: You recommend approval, denial, approval with conditions.
CHAIRMAN BOHNEN: A form of a motion.
MS. SALMON: Yes, normal motion. And then the findings next month would come back and you would recommend approval of the findings.
CHAIRMAN BOHNEN: Okay. Do we have any
07 05 45PM further discussion?
I think we are all familiar with the Bagley house, certainly more so than we were. Some of us knew that it was existent but something now the village does. We have had two very successful open houses over there and as Lukas discussed, the first of many, but it's fun to be working on a project like this. We are thrilled as a commission and I'm thrilled personally as a citizen and Jean, it's great to
07 06 2PM have you back in our midst.
MS. FOLLETT: It's great to be home again. You never actually move out of Hinsdale,

as you know.
CHAIRMAN BOHNEN: That's great. It will be fun. I guess we are all on board.
At this point, if I can have a motion to make a recommendation and a second so we can move this along to the next meeting. So if somebody would make that motion.
MS. BRADEN: I motion in regards to Case HPC-02-22 the Bagley house, 121 South
07 07 05PM County Line Road, recommend application for local landmark designation.
Do I have a second?
MS. WEINBERGER: Second.
CHAIRMAN BOHNEN: Voice vote?
MS. SALMON: Can I do a roll call vote?
CHAIRMAN BOHNEN: Yes.
MS. SALMON: Commissioner Barclay?
MS. BARCLAY: Aye.
MS. SALMON: Commissioner Weinberger?
07 07 21PM MS. WEINBERGER: Aye.
MS. SALMON: Commissioner Gonzalez?
MR. GONZALEZ: Aye.

MS. SALMON: Commissioner Braden?
MS. BRADEN: Aye.
MS. SALMON: Commissioner Prisby?
MR. PRISBY: Aye.
MS. SALMON: Chairman Bohnen?
CHAIRMAN BOHNEN: Aye.
Great. Thank you, guys, very much.
Can I have a motion to close the Public Hearing, please.
07 07 49PM MS. WEINBERGER: I move to close the Public Hearing.
CHAIRMAN BOHNEN: Second, please.
MS. BARCLAY: Second.
CHAIRMAN BOHNEN: Bethany, do you want a roll call vote on that?
MS. SALMON: I can do a roll call vote.
Commissioner Barclay?
MS. BARCLAY: Aye.
MS. SALMON: Commissioner Weinberger?
MS. WEINBERGER: Aye.
MS. SALMON: Commissioner Gonzalez?
MR. GONZALEZ: Aye.

MS. SALMON: Commissioner Braden?
MS. BRADEN: Aye.
MS. SALMON: Commissioner Prisby?
MR. PRISBY: Aye.
MS. SALMON: Chairman Bohnen?
CHAIRMAN BOHNEN: Aye.
The Public Hearing is now closed.
(WHICH, were all of the proceedings had, evidence offered or received in the above entitled cause.)

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

I, KATHLEEN W. BONO, Certified Shorthand Reporter, Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn by me to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affix my electronic signature this 22nd day of April, A.D. 2022.

Kathleen W Bono

KATHLEEN W. BONO
C.S.R. No. 84-1423
Notary Public, DuPage County

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VILLAGE OF HINSDALE
HISTORIC PRESERVATION COMMISSION
APPLICATION FOR LOCAL LANDMARK DESIGNATION

The undersigned (the "Applicant") hereby makes application, pursuant to Title XIV of the Village Code of Hinsdale, as amended, for the designation of the building, structure or site described below as an historic landmark. The Applicant certifies to the Village of Hinsdale that the following answers and information are true and correct:

Address of Property under review: 121 SOUTH COUNTY LINE RD.
Property Identification Number: 18-07-005-007

I. GENERAL INFORMATION

1. Applicant's Name: SAFINA UBEROI, LUKAS RUECKER
   Address: 2345 NICHOLS CANYON RD
   LOS ANGELES, CA 90046
   Telephone Number: 513-332-6497

2. Owner of Record (if different from applicant): _____
   Address: _____
   _____
   Telephone Number: _____

3. Others, if any involved in project (include, name, address and telephone number):
   Architect: HARBOE ARCHITECTS (312)977-0333
   140 S. DEARBORN, STE 306, CHICAGO 60603
   ~~Attorney~~: JEAN A. FOLLETT (630)546-9349
   CONSULTANT 629 W. ELM ST. WHEATON 60189
   Engineer: _____
   _____

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

II. SITE INFORMATION

1. Provide a brief description of the site and its characteristics: _____
   See attached
   _____
   _____

2. Successive Applications. Has all or any part of the property been the subject of another application for a Certificate of Appropriateness under Title XIV of the Village Code of Hinsdale within the last two years?

_X_ No _____ Yes

If yes, state the date of the formal hearing and a statement explaining any relevant evidence supporting, the reasons why the Applicant believes the Village should consider this application at this time, pursuant to Section 14-3-10 of the Village Code.

_____

_____

_____

3. Criteria for Designation *(Check the box before each element that the Applicant contends is met by the building, structure or site for which landmark designation is sought. Explain in the space that follows how the landmark meets each criterion that is checked. Attach relevant written documentation and evidence or supplemental explanation if more space is required).*

A. General.

The proposed landmark:

☒ Has significant character, interest, or value as part of the historic, aesthetic, or architectural heritage of the Village, the State of Illinois, or the United States.

☒ Is closely identified with a person or persons who significantly contributed to the development of the Village, the State of Illinois, or the United States.

☒ Represents notable efforts of, or is the only known example of work by a master builder, designer, architect, architectural firm, or artist whose individual accomplishment has influenced the development of the Village, the State of Illinois, or the United States.

☐ Is an established or familiar visual feature due to its unique location or its singular physical characteristics.

☐ Was or is an historical focal point in the Village because of the activities associated with it.

☐ Is of a type or associated with a use once common but now rare, or is a particularly fine or unique example of a utilitarian structure, and possesses a high level of integrity or architectural significance.

B. ***Architectural.***
The proposed landmark:

☒ Represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction, or use of materials.

☒ Embodies elements of design, detail, material, or craftsmanship of exceptional quality.

☐ Exemplifies or is one of the few remaining examples of a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction.

☐ Is, or is part of, a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style, time period, type of property, method of construction, or use of materials.

C. ***Historic Significance.***
The proposed landmark:

☒ Is an exceptional example of an historic or vernacular style, or is one of the few such remaining properties of its kind in the Village.

☒ Has a strong association with the life or activities of a person or persons who has or have significantly contributed to or participated in the historic events of the United States, the State of Illinois, or the Village.

☐ Is associated with an organization or group, whether formal or informal, through which persons have significantly contributed to or participated in historic events of the United States, the State of Illinois, or the Village.

☐ Is associated with a notable historic event.

☐ Is associated with an antiquated use due to technological or social advances.

☐ Is a monument to, or cemetery of, an historic person or persons.

4. **Describe the proposed Local Landmark.** In order to be eligible for designation as an Historic Landmark in the Village of Hinsdale, a structure or site must be at least 50 years old and must meet the designation criteria set forth by the Hinsdale Historic Preservation Commission. (On a separate sheet of paper provide a description that indicates in what way the structure or site meets the designation criteria. Use applicable criteria as found above in Criteria for Designation.) See attached.

CERTIFICATION

The Applicant hereby 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;

B. The Applicant will provide the Village with all additional information, as required, prior to the consideration of, or action on, this application;

C. The Applicant 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 Applicant 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. If the Applicant fails to provide any of the requested information, or any other requested information by the Boards, Commissions, and/or Staff, then the applicant will not be considered.

☒ **INDIVIDUAL OWNERS**

Safina Uberoi

Signature of Applicant SAFINA UBEROI

Signature of Applicant

☐ **CORPORATION**

Signature of Applicant's President

Signature of Applicant's Secretary

☐ **PARTNERSHIP**

Signature of Applicant

Signature of Applicant

Signature of Applicant

Signature of Applicant

LAND TRUST

Signature

OTHER

Signature of Authorized Officer

SUBSCRIBED AND SWORN
to before me this 19th day of

FEBRUARY, 2022.

JOSE VENEGAS ARCOS
Notary Public - California
Los Angeles County
Commission # 2373692
My Comm. Expires Oct 15, 2025

Notary Public

VILLAGE OF HINSDALE

LOCAL LANDMARK DESIGNATION

Frederick P. & Grace H. Bagley House

121 S. County Line Road

List of Attachments:

- Legal Description
- Site Information
- Description
- Proof of Ownership-Deed
- Floor Plans
- Links to Historic Architectural Drawings
- Photos

Hinsdale Application for Local Landmark Designation

Address: 121 S. County Line Road

P.I.N.: 18-07-105-007

Legal Description:

The South ½ of Lot 5 and the North ½ of Lot 6 in Block 2 in Highlands, a subdivision of the North West ¼ of the West 800 Feet of the North 144 Feet of the South West ¼ of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

II. SITE INFORMATION

1. This Frank Lloyd Wright-designed house was built in 1894 on a 300' deep lot on the east side of South County Line Road. The original house has a 40' x 42' footprint with an octagonal library attached at the front of the north façade. A large addition was built across the rear of the house in 1986, extending the house to the east by 9 feet. An octagonal sunroom, attached by a pergola to the main house, was part of this addition. A 24' x 20' hipped-roof garage, probably from the early 20th-century, stands at the northeast corner of the lot. The garage has a 13' deep shed-roofed addition on the back. The lot is wooded and landscaped, with a sunken lawn in the front of the house. A landscaped terrace behind the house leads to another sunken lawn at the rear of the lot.

Description: The Frederick P. and Grace H. Bagley House was built in 1894. It is one of the first designs by Frank Lloyd Wright after he established his independent practice in Chicago. Wright, whose career was both long and prolific, is widely recognized as one of the most important architects in American history. The Bagley House has several features that point to Wright's developing style, including the open floor plan of the first floor public rooms, the deep porch and the attached octagonal library. The house sits on the east side of County Line Road in a subdivision that was platted in 1891. Adolph Froscher, one of Hinsdale's finest homebuilders, was the contractor.

The Bagley House has long been recognized by Wright scholars as an important early design. It has been featured in numerous books and articles and was photographed in the 1940s as part of a series documenting Wright's work in suburban Chicago.

Frederick P. Bagley (1861-1933) was a marble merchant who had arrived in Chicago from his home state of Michigan in 1884. His marble yard, which specialized in marble brought from Georgia, was located near 18th and Canal streets along the railroad tracks. He married Grace Hodges Bagley (1860-1944), a native Illinoisan, in 1885. The Bagleys lived in the fashionable area around Prairie Avenue. They were active members of the nearby Unitarian church led by Jenkin Lloyd Jones, Frank Lloyd Wright's uncle. It seems likely that it was through Jones and their church membership that the Bagleys met the young Wright.

Grace Bagley was deeply involved with the social reform network centered around Jane Addams and Hull House. In addition to her work on tenement house reform and child labor issues, Mrs. Bagley worked closely with Addams and other important social reformers to establish the first Juvenile Court in the nation in 1899. Grace Bagley was also on the board of the Hinsdale Fresh Air Association, an organization that brought underprivileged children from the city to enjoy the healthy country air of

Hinsdale. In 1893 she and her husband approached Wright to design a second home for their family in Hinsdale. They would be able to enjoy a bucolic site and to take advantage of easy access into the city from the nearby Highlands railroad station. In January, 1894 Froscher approved Wright's drawings and construction soon began.

The Bagleys built a gambrel-roofed Dutch Colonial house with a plan somewhat similar to several other Wright designs of the 1890s, including his own home in Oak Park. The deep front and rear porches, with access into the main living areas through French doors, gave the family of five ready access to their wooded lot. Marble Ionic porch columns and marble facing on the foundation and chimney were provided by Bagley's business. Inside, a spacious entry hall was dominated by a flowing staircase with the simple, screen-like railings that would become one of Wright's signature design features. A large living room spanned the front of the house and opened to a bay-windowed dining room on the rear. An inglenook, set behind marble columns and lined with deep red marble slabs, was set in the interior corner of the living room. The northeast corner of the plan was reserved for service areas: a pantry, a kitchen and rear stairs. Off the first landing of the main staircase was a cozy octagonal library with a band of windows above the bookcases and a domed ceiling. Upstairs, the house had 6 bedrooms and a bathroom arranged around a central hall. The attic held additional living space.

The first floor plan of the main house remains just as Wright designed it, with some minor changes to the woodwork and a picture window in the south wall of the living room that probably dates from the mid-20th century. Although the 1894 plan is still in place, in 1983 a large, two-story, glassed addition was constructed across the rear of the house, creating a family eating area off the kitchen and a large family room with a fireplace. With numerous doors opening to the back yard, the addition also has a large central skylight. A pergola connects the addition to an octagonal sunroom that echoes the library on the north side of the house.

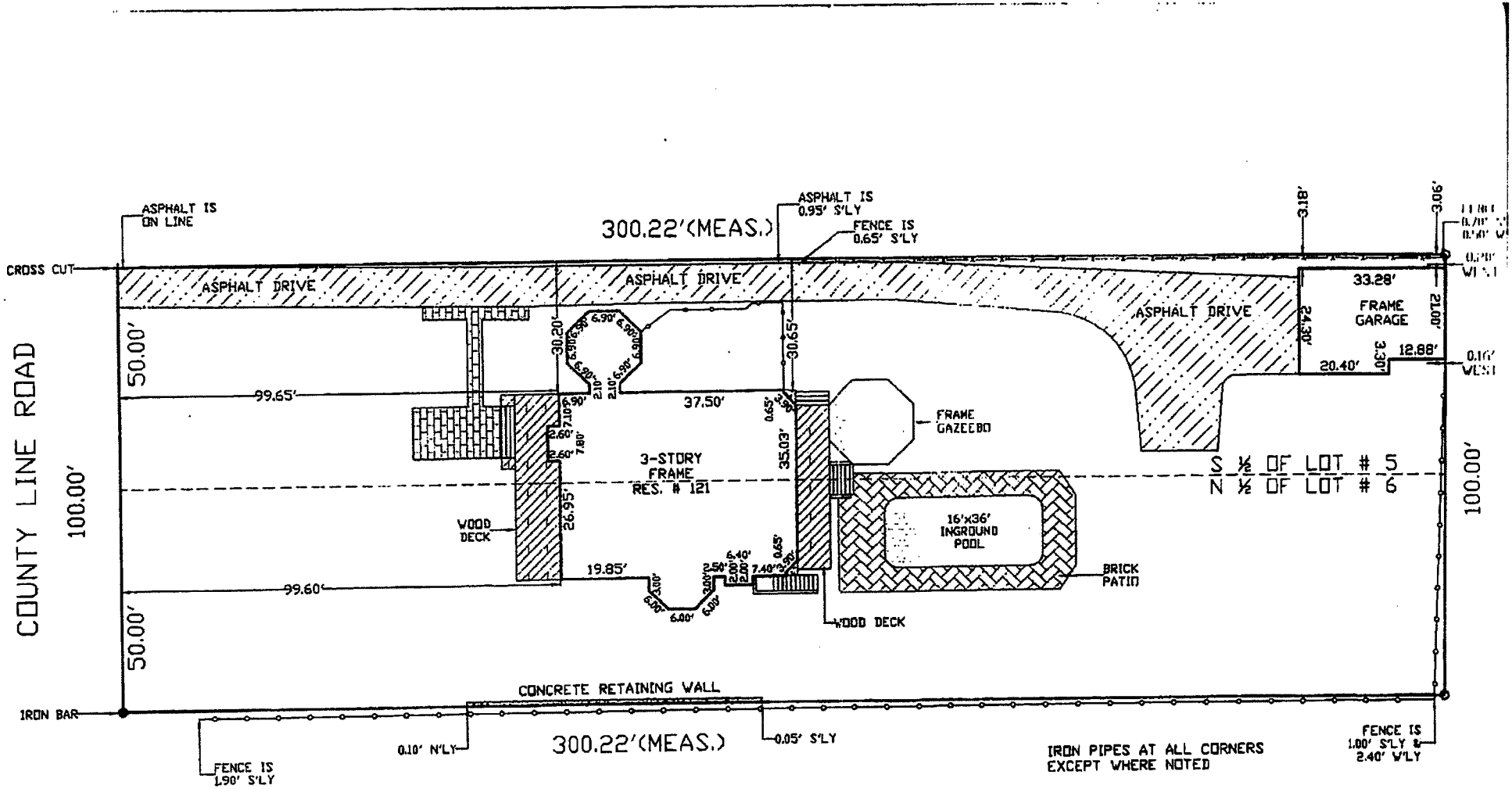
Changing fashions and a series of 20th-century owners have led to several changes on the second floor. The southeast bedroom is now a closet and bathing area, connecting to a toilet room and sink area. A small secondary hallway passes through this area to the primary bedroom on the southwest corner of the house. The primary bedroom occupies a space that was formerly two bedrooms. The northeast bedroom has been enlarged to the east over the kitchen wing, using several re-purposed windows from nearby bedrooms.

The third floor has a living room, bedroom, bathroom and storage areas. The original dormer window adjacent to the chimney has been expanded to provide additional light and egress.

The house was originally sheathed in cedar shingles, including the gambrel roof. The house is now covered in artificial siding. The original shingle siding remains on the walls, underneath this 20th-century alteration. New owners plan to restore the house and, in particular, its original cedar-shingled appearance.

The Bagleys kept their County Line Road house for just a few years. Labor issues caused Frederick Bagley to close his marble yard in 1904 and the family soon left Illinois to start a new life in Boston. Little is known of subsequent owners prior to World War I, but Mr. and Mrs. Chauncey Lamb owned the house in the 1930s. After World War II the Dezendorf family purchased it from the Lambs. Nelson C. Dezendorf was an executive at the nearby Electro-Motive plant and one of fifteen Electro-Motive managers living in Hinsdale at the time.

The house fell into disrepair in the 1970s and, after a failed rehabilitation attempt, was purchased by Jerry and Jeannette Goldstone in 1977. The Goldstones did a number of renovations over the years, including a major, award-winning addition in 1983. The current, preservation-minded owners purchased the house from the Goldstones in 2021 and expect to rehabilitate it, restoring some of its missing Wright features and bringing it up to 21st-century building codes.



SS

y, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the parcel of land hereon described and that the Plat hereon drawn is a correct representati

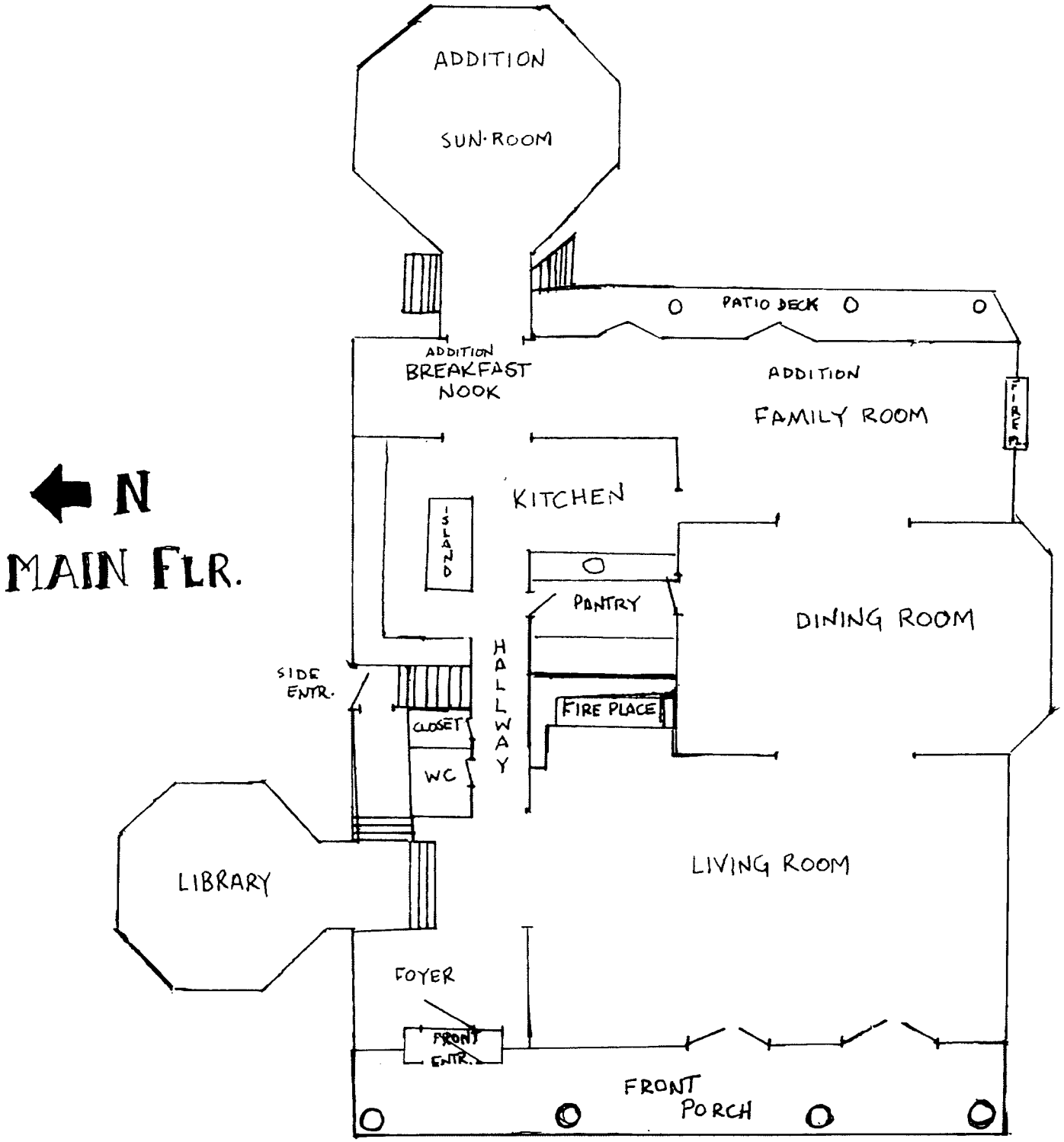
day of JULY, A.D., 20 01, at Bolingbrook, Illinois.

L. A. Herwig

CLIENT GOLDSTONE JOB No. 51103-01

l Land Surveyor No. 35-2900 LICENSE EXPIRES 11/30/2002

, Easements and Other Restrictions not shown hereon refer to your Deed, Title Policy, Ordinance, etc.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DINING ROOM
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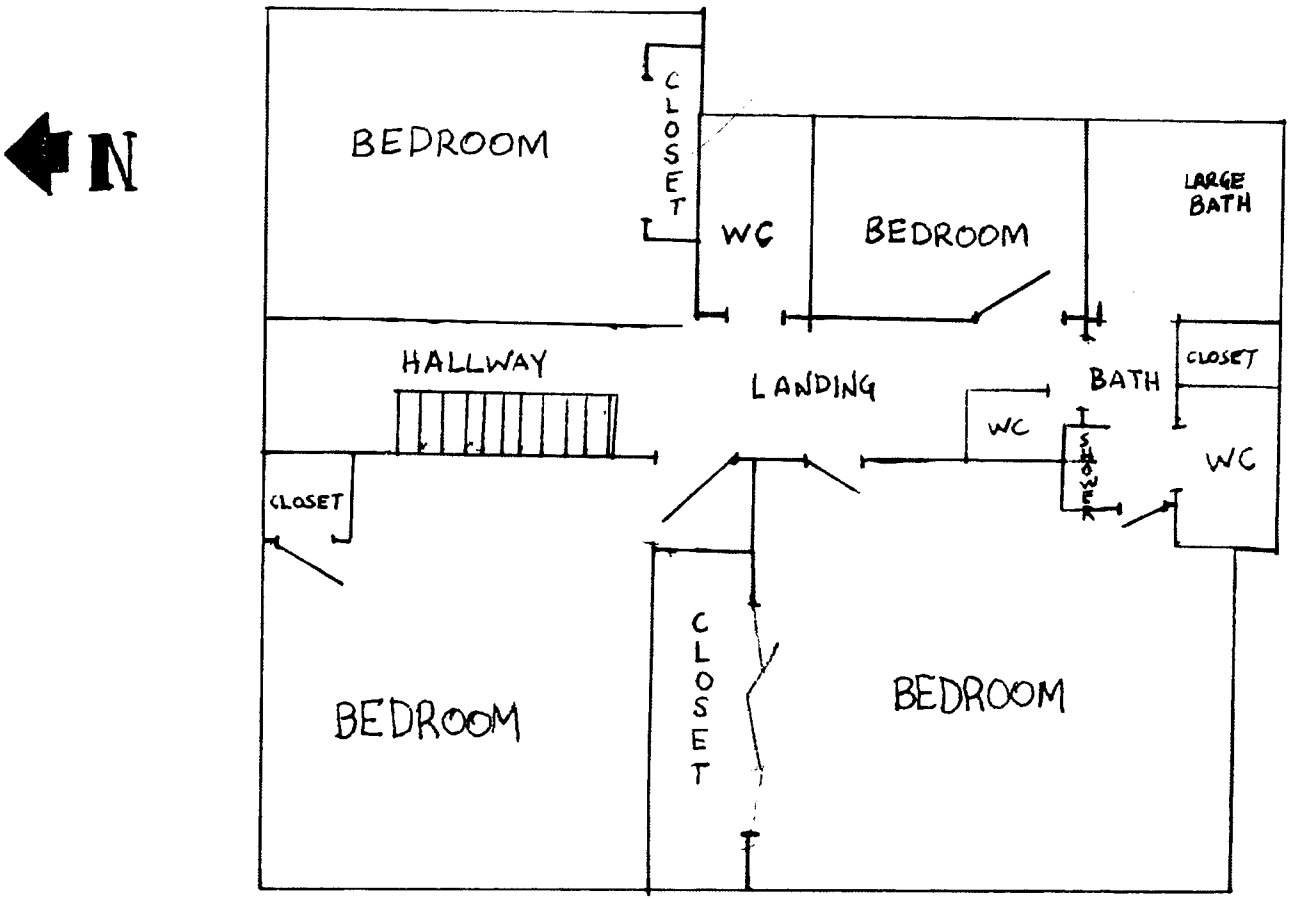
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BEDROOM

2ND FLR

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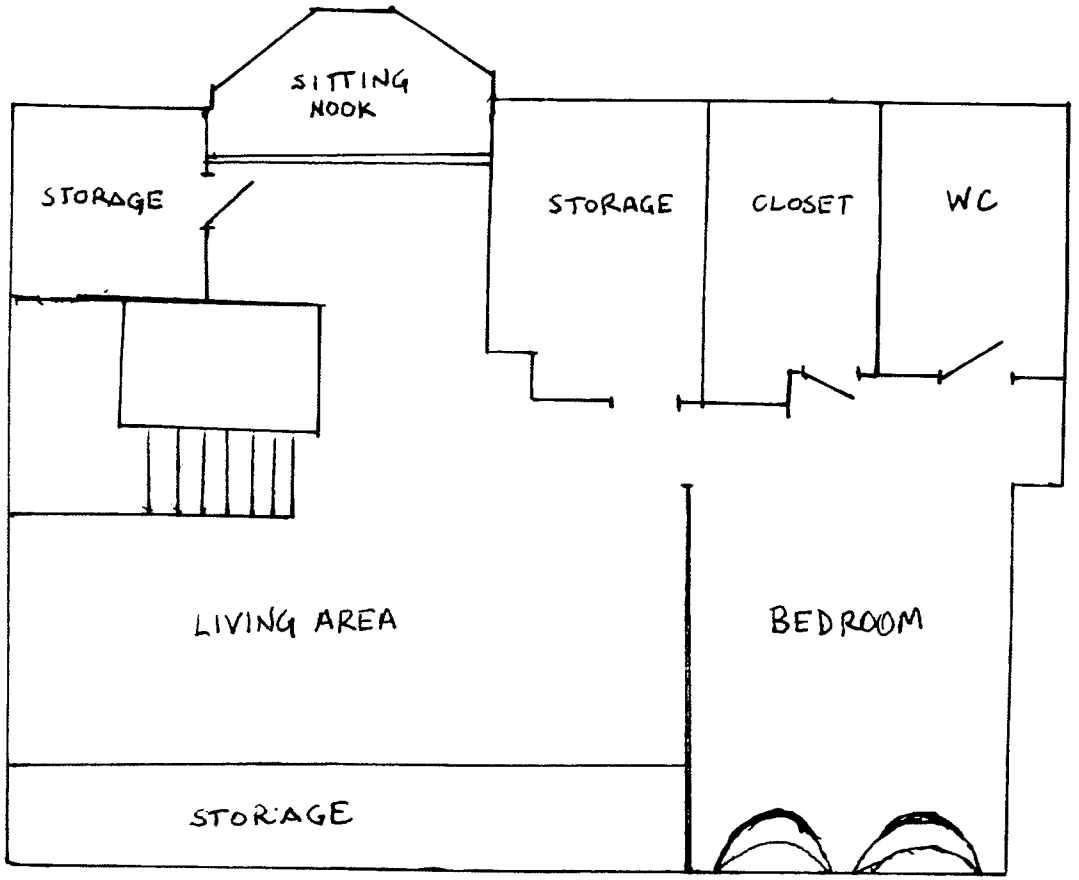


ATTIC

3RD FLR

BAGLEY HOUSE—Links to original architectural drawings

Front:

https://library.artstor.org/#/asset/28580241;prevRouteTS=1644868998293

North:

https://library.artstor.org/#/asset/28580243;prevRouteTS=1644868998293

Rear:

https://library.artstor.org/#/asset/28580238;prevRouteTS=1644868998293

First Floor Plan:

https://library.artstor.org/#/asset/28580236;prevRouteTS=1644868998293

Second Floor Plan:

https://library.artstor.org/#/asset/28580237;prevRouteTS=1644868998293

FREDERICK P. & GRACE H. BAGLEY HOUSE
121 S. COUNTY LINE ROAD
HINSDALE LANDMARK NOMINATION
PHOTOS



1. Bagley House-Historic Photo c.1895 West facade



2. Bagley House-Historic Photo c.1910 West Façade

FREDERICK P. & GRACE H. BAGLEY HOUSE
121 S. COUNTY LINE ROAD
HINSDALE LANDMARK NOMINATION
PHOTOS



3. Bagley House-West façade & Library



4. Bagley House-Front Porch
Showing marble columns and
marble facing on supports

FREDERICK P. & GRACE H. BAGLEY HOUSE
121 S. COUNTY LINE ROAD
HINSDALE LANDMARK NOMINATION
PHOTOS



5. Bagley House—West façade detail



6. Bagley House—South façade



7. Bagley House—East façade with 1983 addition and gazebo



8. Bagley House—East façade detail
   Second story bedroom expansion and attic dormer

FREDERICK P. & GRACE H. BAGLEY HOUSE
121 S. COUNTY LINE ROAD
HINSDALE LANDMARK NOMINATION
PHOTOS



9. Bagley House-North façade



10. Bagley House—North façade service entrance



11. Bagley House-Original Shingles



12. Bagley House-Garage looking northeast

FREDERICK P. & GRACE H. BAGLEY HOUSE
121 S. COUNTY LINE ROAD
HINSDALE LANDMARK NOMINATION
PHOTOS



113 S. County Line Road-House to the north of the Bagley House



131 S. County Line Road-House to the south of the Bagley House

FREDERICK P. & GRACE H. BAGLEY HOUSE
121 S. COUNTY LINE ROAD
HINSDALE LANDMARK NOMINATION
PHOTOS



118 S. County Line Road-House across the street from the Bagley House

VILLAGE OF Hinsdale Est. 1873

AGENDA ITEM # 10f

REQUEST FOR BOARD ACTION

AGENDA SECTION:	Second Reading – ZPS
SUBJECT:	Normandy Remodeling – Exterior Appearance and Site Plan Review to allow for various improvements to the site plan and exterior elevations of the existing building located at 222 E. Ogden Avenue in the B-3 General Business District – Case A-08-2022
MEETING DATE:	June 14, 2022
FROM:	Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving an Exterior Appearance and Site Plan for Changes to an Existing One-Story Building – Normandy Remodeling – 222 E. Ogden Avenue

Application Request

The applicant, Normandy Remodeling, requests approval of an Exterior Appearance and Site Plan Review to allow for various site plan improvements, the construction of a rear building addition, and changes to exterior façade of the existing one-story building located at 222 E. Ogden Avenue in the B-3 General Business District. Normandy Remodeling intends to relocate their showroom and office from their current location several blocks away at 440 E. Ogden Avenue to the subject property. The proposed building contractor offices and showroom are permitted in the B-3 District. The existing building was formerly used for medical offices and has been vacant for several years.

The existing 1.35-acre site is non-conforming with respect to several bulk requirements, such as parking lot setbacks and required parking spaces. The site utilizes a one-way circulation pattern where vehicles essentially follow a counter-clock wise traffic pattern, with the western curb-cut off of Ogden Avenue serving as the entrance and the eastern curb-cut serving as the exit. There are no changes to the existing one-way circulation on site.

A multi-tenant building with medical office uses and a physical fitness facility (230 E. Ogden) is located to the east and a gas station / convenience store is located to the west of the site, both of which are in the B-3 District. Gateway Square shopping center in the B-1 District and a parking lot for the multi-tenant building at 230 E. Ogden Avenue in the B-3 District are located to the south. Multi-tenant office buildings in the O-3 District across Ogden Avenue are located to the north. Although the property is not directly adjacent to any single-family homes, it is located within 250 feet from a single-family zoning district and therefore public meeting notice via the newspaper, certified mail, and signage was required for this project.

Project Description

The applicant is proposing various improvements to the existing site plan and building elevations:

- Front Entrance and Stair Case - The existing overhanging front entrance feature, ramp, and staircase on the north side of the building will be removed and replaced with a new concrete staircase with integrated planters leading to the newly constructed building entrance with a more modern design.

- Rear Building Addition - A rear addition is proposed along the south side of the building where an existing fenced playground area and access ramp is currently located. The addition will extend 34 feet to the south of the building, reducing the rear yard setback from 96.8 feet to 63 feet and the east interior side setback from 18.7 feet to 16.8 feet. As proposed, the addition conforms to the rear and interior side yard setback requirements in the B-3 District. The addition will have a gross floor area of 8,453 square feet, consisting of 4,019 square feet on the first floor of the building and 4,434 square feet of basement area. As a result of the rear addition, the overall size of the building, including the gross area of the basement, will be increased from approximately 25,326.5 square feet to 33,780.5 square feet. The proposed floor area ratio (FAR) of 43.4 meets code requirements and is under the maximum allowed FAR of 0.5 in the B-3 District.
- Loading Space - The existing loading space at the rear of the building will be redesigned with a new loading area with door access. The space has been designed to accommodate a panel truck measuring 10 feet wide and 30 feet long with a clearance of 15 feet in height to meet the loading code requirements listed in Section 9-105.
- Landscape Islands - Five (5) new landscaped parking lot islands will be installed on site. Along the north front property line, three (3) landscape islands are proposed around parking stalls. Along the west interior lot line, a landscape island is proposed in two (2) non-compliant parking spaces where existing utility poles are currently located. An additional landscaped area is proposed on the east side of the building near the reconfigured loading space area. The additional landscape islands will offset the increase to lot coverage created by the building addition. The impervious surface area will be slightly increased by about 72 square feet, resulting in a lot coverage of 84.8%, which is below the 90% maximum allowed in the B-3 District.
- Parking - The site currently contains 65 usable parking spaces, seven (7) of which are accessible spaces. Four (4) existing parking spaces are considered non-compliant and were excluded from the total parking spaces on site (69 spaces) because they are not usable from being blocked with bollards or utility poles.

  In accordance with Section 9-104(J), one (1) parking space is required for each 275 square feet of net floor area for business and professional office uses where the gross square footage of the building is 10,001 to 50,000 square feet. Net floor area for determining off-street parking is the gross floor area of a building minus floor space devoted to washrooms intended for general public use; elevator shafts and stairwells at each floor; floor space and shafts used for mechanical, electrical, and plumbing equipment; public foyers and atria intended for general public use; exterior building walls; floor space devoted to off street parking and loading; and basement floor space used only for bulk storage.

  The applicant has provided a "Parking Calculations" exhibit showing the existing and proposed net area calculations of the building for review. The existing net floor area is 20,034 square feet, which would require 73 parking spaces per code requirements. With the proposed rear addition, the net area of the building is 21,954 square feet, which would require 80 parking spaces. As a result of the proposed changes to the site, a total of 70 parking spaces will be provided, three (3) of which are accessible spaces.

  The existing site is considered non-conforming in terms of parking due to the existing deficiency in spaces provided (65 existing, 73 required for the current building, 80 required with the rear addition). In accordance with Section 9-104(D)(1), the Zoning Code provides an exception for parking requirements for minor building additions, stating that additional parking is not required if the increase to the net floor area used to calculate parking requirements remains under 10%. With the proposed building addition, a 9.6% increase to the net floor area is proposed, which is under the 10% threshold and therefore additional parking spaces do not need to be provided on site.

It should be noted that the applicant is increasing usable parking on site from 65 spaces to 70 spaces as a result of restriping, reconfiguring accessible spaces, and relocating the existing bollards and electrical equipment blocking the two (2) spaces on the west side of the building. Because the site contains more accessible spaces than required per the Illinois Accessibility Code, the applicant is proposing to consolidate and relocate all accessible spaces to the rear of the building to be closer to the new elevator and provide a shorter accessible route. The 60 degree angled parking spaces are required to measure 9 feet wide and 19 feet long per code requirements.

- Signage - The existing non-conforming monument sign located at the northwest corner of the site will be removed and a new monument sign will be installed in the new landscape island to be constructed on the other side of the west driveway curb-cut. At this time, the applicant has not provided details on the new monument sign or any permanent building signs, which will require a future Sign Permit Review by the Plan Commission.
- Landscaping - The applicant has provided a landscape plan for review showing a range of plant species and types that could be planted in specific areas. The Plan Commission reviewed a preliminary landscape plan and expressed support for the plan, particularly the landscaping proposed along Ogden Avenue to screen the parking lot.
- Dumpster Enclosure / Screening - There is currently no dumpster enclosure located on site. As a result, the applicant intends to construct a new enclosure at the southwest corner of the site within two (2) existing parking spaces. The enclosure will measure 16 feet wide by 16 feet long and will be constructed of a cedar fence measuring six (6) feet in height. Matching cedar fencing will be installed around the ground-mounted mechanical equipment on the west side of the building. Rooftop mechanical units are proposed in two areas on the roof and will be screened with corrugated, prefinished metal panels measuring six (6) feet in height and painted white to match the building. Per code requirements, the panels must be opaque and fully screen the height of the rooftop units.
- Building Elevations - The existing one-story tall building features Colonial architectural elements with a mansard roof. The applicant is proposing to modernize the building through various changes to the façade, which include painting the existing brick white, installing new black asphalt shingles, replacing the existing front gabled overhang with a new modern entrance feature, installing new windows and a front entrance door, and constructing a rear addition. Changes to the building elevations are summarized below:
  - North / Front Elevation - On the front façade facing Ogden Avenue, the existing gabled colonnade entrance feature will be removed and replaced with a new modern overhanging entrance feature constructed of white horizontal shiplap siding, a flat roof, a new entry doorway, and a black standing seam metal canopy. Eight (8) of the existing double hung windows will be replaced with large black storefront windows and four (4) double hung windows will be replaced with new black double hung windows. The front access ramp will be replaced with a new entrance stair with planters. Wall and ground-mounted LED accent lights will also be provided.
  - South / Rear Elevation - The rear addition features a flat roof and will be constructed of white Hardie Board horizontal siding, projecting black aluminum sunshade structures over two bands of ribbon windows, black gutters, and black LED wall-mounted lights. A black metal canopy is proposed over the entrance door and an additional door will be installed to provide access to the loading dock area. The existing building measures 28' 8" in height and the rear addition will measure 21' 11" in height. With the proposed changes, the existing height of the building will not be increased and will not exceed the 30 foot maximum allowed in the B-3 District. The rooftop screening panels proposed around the new mechanical equipment are excluded from height calculations in accordance with Zoning Code regulations.

- West / Side Elevation - On the west elevation, the existing white deteriorating fencing will be removed and replaced with cedar fencing to screen the mechanical and utility areas. The electric service will be relocated closer to the building so that the existing bollards can be removed to allow for the use of the adjacent parking spaces. Two different black wall-mounted LED light fixtures are proposed and six (6) black metal-clad double hung windows will be installed in place of the existing double-hung windows. The side elevation of the rear addition utilizes the same design elements on the south elevation, consisting of white Hardie Board horizontal siding, two projecting black aluminum sunshade structures, ribbon windows, and black gutters.
- East / Side Elevation - To match the other elevations, the existing brick will be painted white, new wall-mounted LED light fixtures will be installed, and eight (8) double hung windows will be replaced with new black metal-clad double hung windows. The side elevation of the rear addition utilizes the same design elements on the south elevation, including white Hardie Board horizontal siding, ribbon windows, and views of the black metal entrance canopy.

Discussion & Recommendation

On April 13, 2022, the project was reviewed at a public meeting by the Plan Commission. Dave Mitchell, the Director of Architecture representing Normandy Remodeling, provided an overview of the plans. No members of the public provided comments at or to staff prior to the public meeting.

There was a discussion on the number of employees and parking, where Mr. Mitchell stated that Normandy currently has about 74 employees and, with future growth, they may have about 90 employees. Many of these employees are not generally in the office (about 15 superintendents are typically out on a job site and 34 employees work in sales, oftentimes remotely). Due to this, Normandy does not anticipate that there will ever be 90 employees in the building at any one point in time. Mr. Mitchell noted that Normandy currently does not have enough parking for each employee at their current location on Ogden Avenue and parking has never been an issue. It was also suggested that the business look into resurfacing the existing parking lot in the future.

Lighting was also discussed in relation to concerns for nearby neighbors and other projects in this area with past lighting issues. Mr. Mitchell stated they are using low profile lights and have completed some preliminary photometric analyses. Normandy would like building lights to make sure employees leaving at night feel safe in the parking lot. Mr. Mitchell stated that lights are designed to illuminate down rather than be directed toward any neighbors. There are no residential properties directly adjacent to the site and they are not proposing any parking lot lights poles, only building mounted lights at this time.

Please note that there was an error included in the staff report and stated by staff at the Plan Commission meeting that the business will generate retail sales tax. After the meeting, staff was informed that Normandy Remodeling will not generate retail sales tax. The proposed building contractor offices and showroom are considered permitted uses in the B-3 District.

Overall, Commissioners expressed support for the project, specifically noting they were pleased that the applicant has included additional landscaping to shield the parking lot along Ogden Avenue, screening for the dumpster enclosure and rooftop mechanical equipment, and the removal of the electrical equipment from the parking spaces to increase parking on site.

By a vote of eight (8) ayes and zero (0) nays, with one (1) absent, the Plan Commission recommended approval of Case A-08-2022 – 222 E. Ogden Avenue – Normandy Remodeling – Exterior Appearance and Site Plan Review to allow for various improvements to the site plan and exterior elevations of the existing building located at 222 E. Ogden Avenue in the B-3 General Business District, as submitted.

Since the public meeting, the applicant provided a final landscape plan. The plan presented at the Plan Commission was a preliminary plan for consideration with a range of plant species that may be used. The final landscape plan indicates final plant selections to be used on site. Additionally, the applicant has provided a photometric plan and light specification sheets for the proposed light fixtures.

Village Board and/or Committee Action

On May 17, 2022, the project was reviewed at a First Reading on May 17, 2022. Dave Mitchell, the Director of Architecture representing Normandy Remodeling, provided an overview of the proposed changes to the site plan and building. Mr. Mitchell confirmed the building addition will be lower in height than the existing building and the new rooftop equipment will extend above the existing roof height. Mr. Mitchell explained the photometric plan and confirmed that there will be zero foot candles at the southeast corner of the lot, closest to the nearest residential properties.

Mr. Mitchell then highlighted elements of the proposed landscape plan. There was a discussion on the preliminary plan presented to Plan Commission. Mr. Mitchell stated the previous plan gave options on a range of plant species and the plan included for the Village Board to review included specific species.

There was a discussion on if Normandy plans to store commercial vehicles on the property. Mr. Mitchell confirmed no oversized commercial trucks would be stored onsite. Some superintendents and other employees drive pick-up trucks or sedans with Normandy logos, but these are driven to and from employee homes, job sites, and work, so vehicles are rarely left overnight on site. There was a brief discussion on sales tax revenue, where it was noted that the proposed business is a permitted use and there is still an opportunity for sales tax to be generated at their current location.

Trustee Stifflear noted that a Plan Commissioner asked that the applicant to consider resurfacing the parking lot and stated he would investigate its condition prior to the Second Reading to see if it should be replaced as part of this project.

No public comments were provided at the meeting. The Village Board moved the item forward for a Second Reading.

Documents Attached

1. Ordinance & Exhibits
   - Exhibit A - Legal Description
   - Exhibit B - Approved Plans
   - Exhibit C - Findings and Recommendation of the Plan Commission

Previous Attachments: The following related materials for this case were provided for the Board of Trustees on May 17 2022, and are available on the Village website at the following link: https://cms1files.revize.com/revize/hinsdaleil/document_center/VillageBoard/2022/05%20MAY/VBOT%20packet%2005%2017%2022.pdf

- Zoning Map and Project Location
- Aerial View
- Birds Eye View
- Street View
- Exterior Appearance & Site Plan Review Application and Exhibits
- Draft Ordinance
- Draft Plan Commission Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN FOR CHANGES TO AN EXISTING ONE-STORY BUILDING – NORMANDY REMODELING – 222 E. OGDEN AVENUE

WHEREAS, Normandy Remodeling (the "Applicant") has submitted an application (the "Application") seeking exterior appearance and site plan approval for changes to the existing one-story building at 222 E. Ogden Avenue (the "Subject Property"). The Subject Property is located in the B-3 General Business 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 vacant office building which was most recently used for medical offices. The Applicant, a general contractor, seeks to relocate their showroom and office to the subject property. The Applicant seeks various improvements to the existing site plan and building elevations to expand the existing building with an 8,453 square foot building addition to the rear of the existing building, from approximately 25,326.5 square feet to 33,780.5 square feet. The plan also includes a new building entrance consisting of a new concrete staircase with integrated planters, a re-designed loading space at the rear of the building, five (5) new landscaped parking lot islands, changes to the configuration and number of parking spaces, relocation of an existing non-conforming monument sign, landscaping, changes to the building elevations, and the addition of a garbage enclosure to the southwest corner of the site. 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 April 13, 2022, 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 eight (8) ayes, zero (0) nays, and one (1) 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.

D. Parking Lot Improvements. The Applicant shall patch, sealcoat, and restripe the parking lot.

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 _____, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022, 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: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOT 1 IN SCHWENDENER'S RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1970 AS DOCUMENT NUMBER R70-33025, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-01-209-003-0000

COMMONLY KNOWN AS: 222 E. OGDEN AVENUE HINSDALE, IL 60521

EXHIBIT B

APPROVED EXTERIOR APPEARANCE AND SITE PLANS

(ATTACHED)

ALTA / NSPS LAND TITLE SURVEY

of

LOT 1 IN SCHNEIDER'S RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14,1970 AS DOCUMENT NUMBER R70-33025, IN DUPAGE COUNTY, ILLINOIS.

The property described and shown hereon is the same property as described in Chicago Title Insurance Company commitment number 20ONW1900332CS, dated March 24, 2020.

TAX ID NUMBER
09-01-209-003

COMMON ADDRESS: 222 EAST OGDEN AVENUE, HINSDALE, IL 60521-2468

AREA= 58,853± SQ. FT. / 1.35 ACRES

Table A Items

1. Monuments were placed or located at the corners of the subject property as shown on the survey
2. The address of the property is shown on the survey
3. Flood Zone Classification: THIS PARCEL HAS BEEN IDENTIFIED AS BEING IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER THE FLOOD INSURANCE RATE MAP IN DUPAGE COUNTY, AS SHOWN ON MAP NO. 17043C0260H WITH AN EFFECTIVE MAP DATE OF DECEMBER 16, 2004
4. The gross land area is shown on the survey
5(a). The exterior dimensions of the buildings are shown on the plat
7 (b) (1). The square footage of the exterior footprint of the building at ground level is 12,840.58 sq. ft
8. Substantial features observed in the process of conducting this survey are shown on the plat
9. There are a total of 58 standard and 2 Disabled parking spaces, as shown on the plat
11. Location of existing utilities observed, evidence only
16. No evidence of current earth moving work, building construction or building additions were observed in the process of conducting this survey

Recorded Documents

Per Chicago Title Insurance Company commitment number 20ONW1900555CS, dated March 24, 2020, Special Exceptions per Schedule B are as follows:

10. Flag Creek Water Reclamation District Ordinance 758, Doc.No. R2003-037866, dated March 13, 2003 AFFECTS PROPERTY- NOT PLOTTABLE.
11. Grant of Utility Easement Doc. No. R81-28089, dated October 30, 1981. PLOTTED ON DRAWING.
11. Grant of Utility Easement Doc. No. R86-38405, dated September 25, 1986. PLOTTED ON DRAWING.
19. Easement and Covenants for access, parking, ingress and egress Doc No. R97-041525 abrogated and replaced by Doc. No. R2003-181888, dated July 2, 2003. PLOTTED ON DRAWING.

GENERAL NOTES:

1. MANHOLES, INLETS AND OTHER UTILITY STATES SHOWN HEREON ARE FROM FIELD LOCATION OF SUCH AND ONLY REPRESENT SUCH UTILITY IMPROVEMENTS WHICH ARE VISIBLE FROM ABOVE GROUND AT THE TIME OF SURVEY, THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE. THE LABELING OF THESE MANHOLES (SANITARY, STORM WATER, ECT.) IS BASED SOLELY ON THE "STAMPED" MARKINGS OF THE RIM. NO UNDERGROUND OBSERVATIONS WERE MADE TO VERIFY THE ACTUAL USE OR EXISTENCE OF THE UNDERGROUND UTILITIES.
2. NO UNDERGROUND UTILITIES ON DRAWN TILES, IF ANY EXIST, ARE SHOWN HEREON.
3. THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS, TARPS, SAND, DIRT, PAVING OR SNOW AT THE TIME OF THE SURVEY. SNOW DID NOT COVER THE SITE. LAWN SPRINKLERS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
4. OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SEWER.
5. CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO DOING ANY CONSTRUCTION WORK.
6. PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION OVERHEAD WIRES AND POLES (IF ANY EXIST) ARE SHOWN HEREON. HOWEVER THEIR FUNCTION AND DIMENSIONS HAVE NOT BEEN SHOWN.
7. RESTRICTIONS THAT MAY BE FOUND IN LOCAL BUILDING AND/OR ZONING CODES HAVE NOT BEEN SHOWN. HEIGHTS AND BUILDING RESTRICTIONS (IF ANY) HAVE NOT BEEN SHOWN. ONLY THOSE SETBACK RESTRICTIONS SHOWN ON THE RECORDED SUBDIVISION OR IN THE TITLE COMMITMENT HAVE BEEN SHOWN. THIS PROPERTY IS SUBJECT TO BE TRACKED AS ESTABLISHED BY THE GOVERNING JURISDICTIONS ZONING ORDINANCES AND/OR DEEDS AS AMENDED.

NOTES:

1. BASIS OF BEARINGS: **ASSUMED**
2. Dimensions are not to be assumed or scaled
3. The allowable Relative Positional Precision of an ALTA/NSPS Land Title Survey, per this rule for this survey was within the allowable 2 cm (0.07 Feet plus) 50 parts per million)

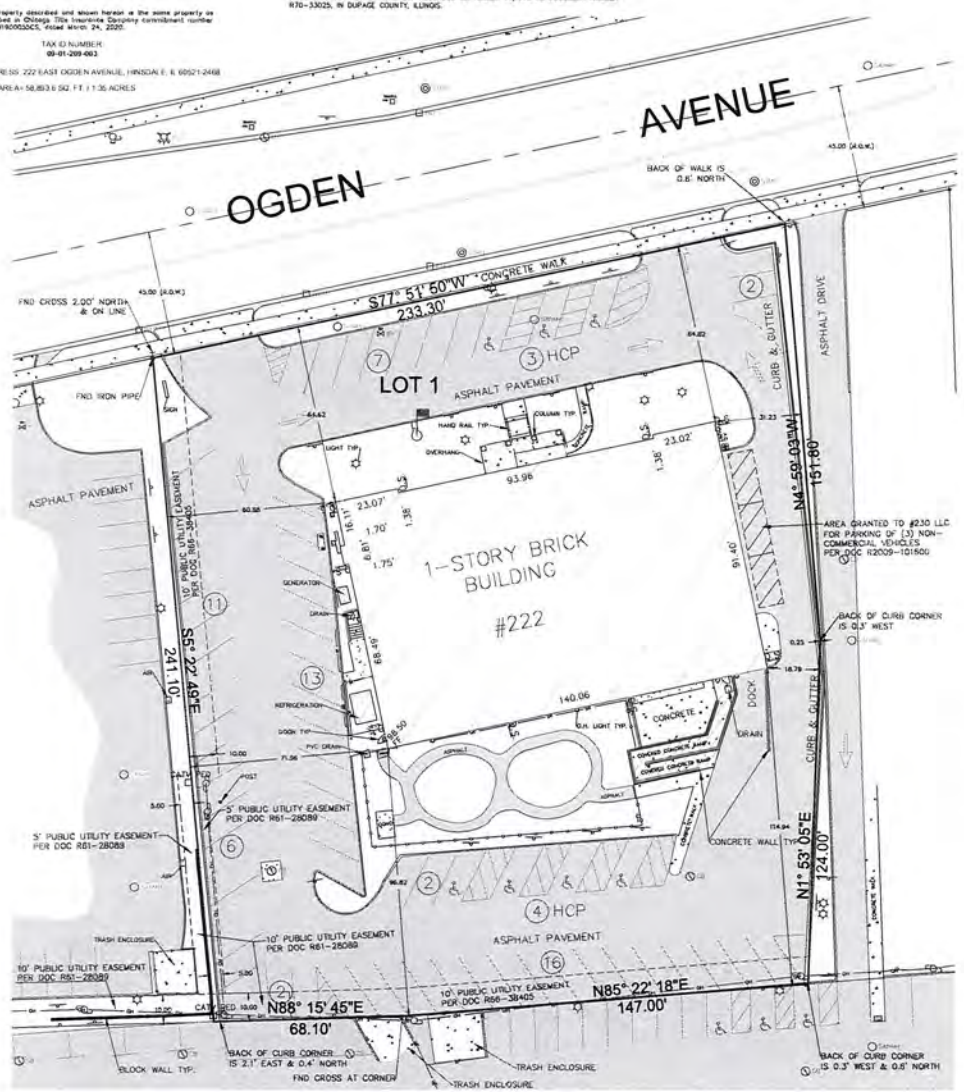
To Advocate Midwest Health, an Illinois not-for-profit corporation

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS NS 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, 11 AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 23, 2019.

EXPIRES 11-30-20

DATE OF PLAT OR MAP: MAY 04, 2020

BY: _____
ANTHONY D. SMERICAK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3868



NORTH
SCALE: 1"=20'



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS

DIP = DUCTILE IRON PIPE
FF = FINISHED FLOOR
GUTTER = GUTTER OF CURB
RCP = REINFORCED CONCRETE PIPE
TCBC = TOP OF CURB BACK OF CURB
TCBC DEP = TOP OF DEPRESSED CURB
TF = TOP OF FOUNDATION
VCP = VITRIFIED CLAY PIPE
FND X = FOUND CROSS CUT
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FND REBR = FOUND REBAR
FND PK = FOUND PK NAIL
FBP = FOUND BRASS MONUMENT
REC.= RECORD VALUE
MEAS.= MEASURED VALUE

LEGEND:

WSO = WATER SHUT OFF
WV = WATER VALVE BOX
WWV = WATER VALVE IN VAULT
2' STORM CATCH BASIN
4' STORM CATCH BASIN
STORM MANHOLE
SANITARY MANHOLE
POWER POLE
LIGHT POLE
HYDRANT
SIGN
METAL FENCE
WOOD FENCE
OVERHEAD WIRES
SANITARY SEWER
STORM SEWER
WATER SERVICE
FENCE

BRICK WALKWAY
CONCRETE PAVEMENT
ASPHALT PAVEMENT
GRAVEL
TELEPHONE SERVICE BOX
ELECTRIC METER
GAS METER
DOWN SPOUT
GAS VALVE

NO	DESCRIPTION	BY	DATE
1	ADDED NOTES TABLE A ITEMS	JFZ	1-11-19
2	UPDATED WITH NEW TITLE REPORT	EKK	5-04-20
3			
4			
5			
6			

REVISIONS

DRAWN BY: JFZ
CHECKED BY: ADS
APPROVED BY: ADS
DATE: 10-4-18
SCALE: 1"=20'

PREPARED BY:
hbe **Hoefferle-Butler Engineering, Inc.**
Consulting Civil Engineers • Land Surveyors
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-009875-0002
874 S. ADDISON'S ROAD HINSDALE, ILLINOIS 60527
(708) 599-8980 FAX (708) 599-8932

ALTA / NSPS LAND TITLE SURVEY
222 EAST OGDEN AVENUE
HINSDALE, IL 60521

PREPARED FOR:
LAW OFFICE OF JOHN T. DIXON, LLC
1415 W. 55TH STREET, SUITE 101 CORI

PROJECT NO:
18-068

DRAWING FILE:
ALTA 1. 11. 19. DWG

1 OF 1

North

NORMANDY REMODELING | PROJECT SCOPE

222 E. OGDEN AVE, HINSDALE, IL, 60521



- NEW LANDSCAPE ISLAND
- NEW LANDSCAPE ISLAND
- REMOVE EXISTING MONUMENT SIGN AND PROVIDE A NEW LANDSCAPE ISLAND WITH MONUMENT SIGN
- NEW ENTRY FACADE AND GENERAL REFRESH
- FULL INTERIOR REMODEL AND STAIRS
- REMOVE BOLLARDS AND RELOCATE ELECTRIC (EXISTING PARKING SPACES DO NOT MEET REQUIRED ZONING SIZES)
- REPLACE EXISTING SCREENING WITH CEDAR FENCING
- CONSTRUCT NEW ADDITION, ADA PARKING AND LOADING SPACE
- NEW LANDSCAPE ISLAND (EXISTING PARKING SPACES DO NOT MEET REQUIRED ZONING SIZES)
- EXISTING SITE HAS 65 PARKING SPACES INCLUDING 7 HANDICAP SPACES. THE PROPOSED SITE WILL HAVE 70 PARKING SPACES INCLUDING 3 HANDICAP SPACES
- NEW STRIPING
- NEW DUMPSTER ENCLOSURE

NOTE: SEE PROPOSED SITE PLAN, ELEVATIONS AND MATERIAL BOARD FOR ADDITIONAL INFORMATION

North

NORMANDY REMODELING | PROPOSED SITE PLAN

222 E. OGDEN AVE, HINSDALE, IL. 60521

EXISTING ASPHALT TO BE RESTRIPED, TOTAL OF SEVENTY (70) PROPOSED PARKING SPACES INCLUDING THREE (3) HANDICAPPED SPACES

NEW ILLUMINATED MONUMENT SIGN AND LANDSCAPING (PENDING DESIGN DEVELOPMENT AND FUTURE SIGN PERMIT SUBMITTAL)

EXISTING FLAG POLE TO REMAIN

NEW LANDSCAPING THROUGHOUT SITE, SEE PLANS BY OTHERS

RELOCATE ELECTRICAL SERVICE AND REMOVE EXISTING BOLLARDS

REPLACE EXISTING SCREENING FENCES WITH NEW CEDAR FENCES (6'-0" HIGH, MAX)

NEW ROOFTOP MECHANICAL UNITS AND SCREENING (EXACT SIZE TO BE DETERMINED)

PAINT EXISTING BRICK (SEE EXTERIOR ELEVATIONS)

EXISTING 1-STORY BUILDING TO BE FULLY REMODELED INSIDE AND OUT

REPLACE EXISTING SCREENING FENCES WITH NEW CEDAR FENCES (6'-0" HIGH, MAX)

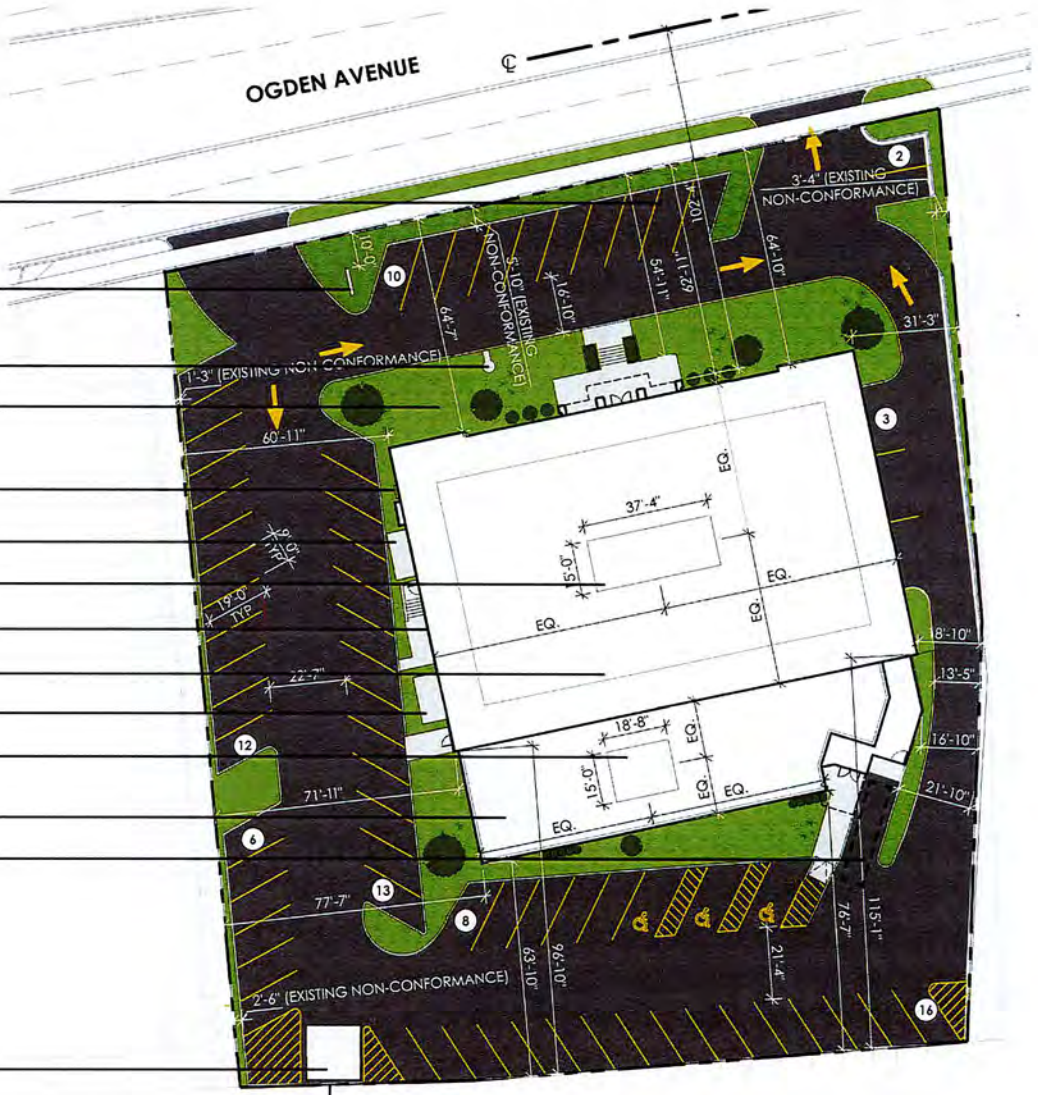
NEW ROOFTOP MECHANICAL UNITS WITH CORRUGATED, PREFINISHED METAL SCREENING (EXACT SIZE TO BE DETERMINED)

NEW 1-STORY ADDITION WITH BASEMENT / GROUND FLOOR

10'-0" X 30'-0" LOADING SPACE

NEW 16'-0" W X 16'-0" D X 8'-0" H CEDAR FENCE TRASH ENCLOSURE

EXISTING CEDAR FENCE AT SOUTH LOT LINE

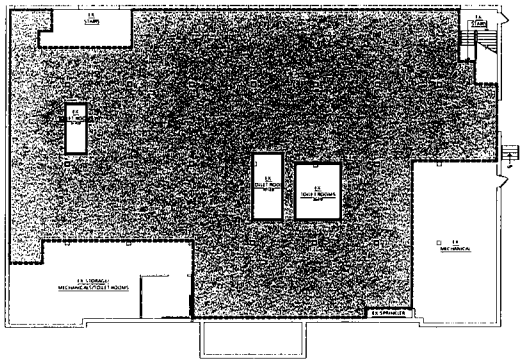


North

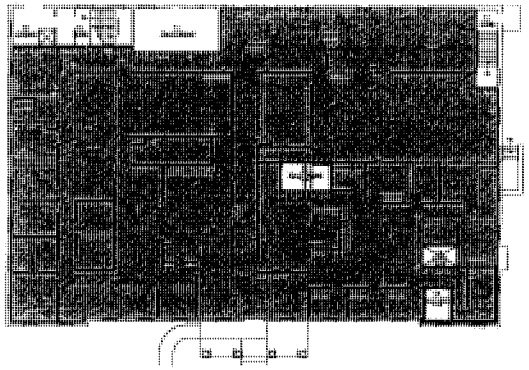
NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

PARKING CALCULATIONS

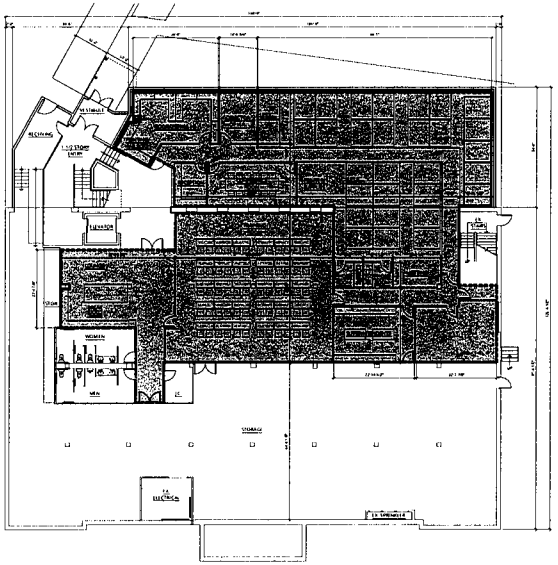
NET BUILDING AREA



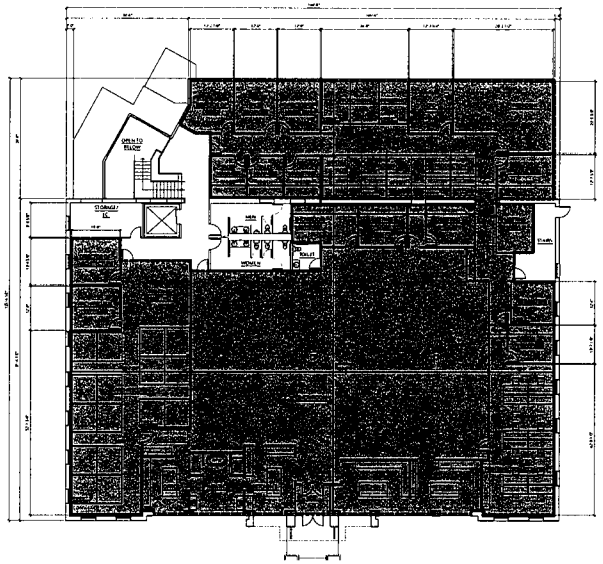
EXISTING GROUND FLOOR



EXISTING FIRST FLOOR



PROPOSED GROUND FLOOR



PROPOSED FIRST FLOOR

EXISTING BUILDING

NET AREA (GROUND FLOOR):	8,978.63	SQUARE FEET
NET AREA (FIRST FLOOR):	11,055.71	SQUARE FEET
TOTAL NET AREA:	**20,034.34**	**SQUARE FEET**

PROPOSED ADDITION

NET AREA (GROUND FLOOR):	7,777.00	SQUARE FEET
NET AREA (FIRST FLOOR):	14,177.00	SQUARE FEET
TOTAL NET AREA:	**21,954.00**	**SQUARE FEET**

21,954.00 / 275 = 80 PARKING SPACES REQ.* (SEE EXCEPTION BELOW)

BUILDING AREA INCREASE

TOTAL NET AREA (PROPOSED):	21,954.00	SQUARE FEET
TOTAL NET AREA (EXISTING):	20,034.34	SQUARE FEET
NET AREA DIFFERENCE:	**9.6% INCREASE* < 10%**	

* PER ZONING SECTION 9-104 EXCEPTION D, WE ARE LESS THAN A 10% INCREASE, THEREFORE, NO ADDITIONAL PARKING SPACES ARE REQ.

TOTAL PARKING

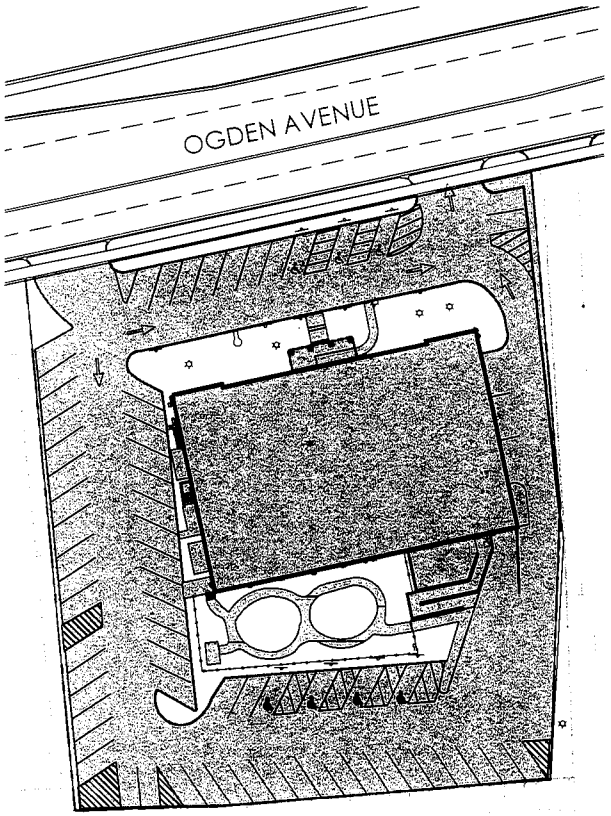
EXISTING PARKING SPACES:	65 INCLUDING 7 HANDICAP
PROPOSED PARKING SPACES:	70 INCLUDING 3 HANDICAP

North

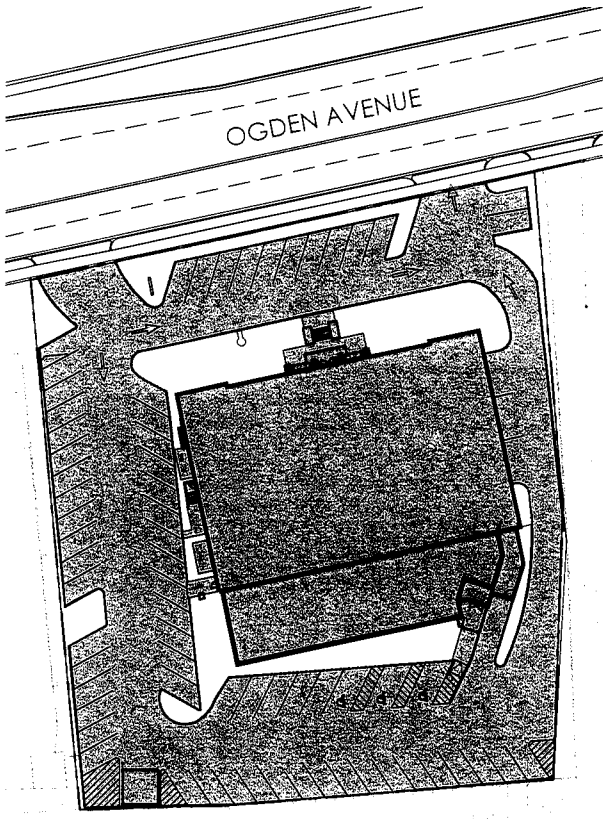
NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

SITE CALCULATIONS

IMPERVIOUS AREA



EXISTING SITE PLAN



PROPOSED SITE PLAN

IMPERVIOUS AREA

EXISTING IMPERVIOUS AREA:	49,862.60	SQUARE FEET
TOTAL LOT SIZE:	58,893.60	SQUARE FEET
EXISTING LOT COVERAGE:	**84.7% < 90% MAX**	
PROPOSED IMPERVIOUS AREA*	49,934.50	SQUARE FEET
TOTAL LOT SIZE:	58,893.60	SQUARE FEET
PROPOSED LOT COVERAGE:	**84.8% < 90% MAX**	

* TOTAL IMPERVIOUS AREA IS INCREASING BY 72 SQUARE FEET

FLOOR AREA RATIO (F.A.R.)

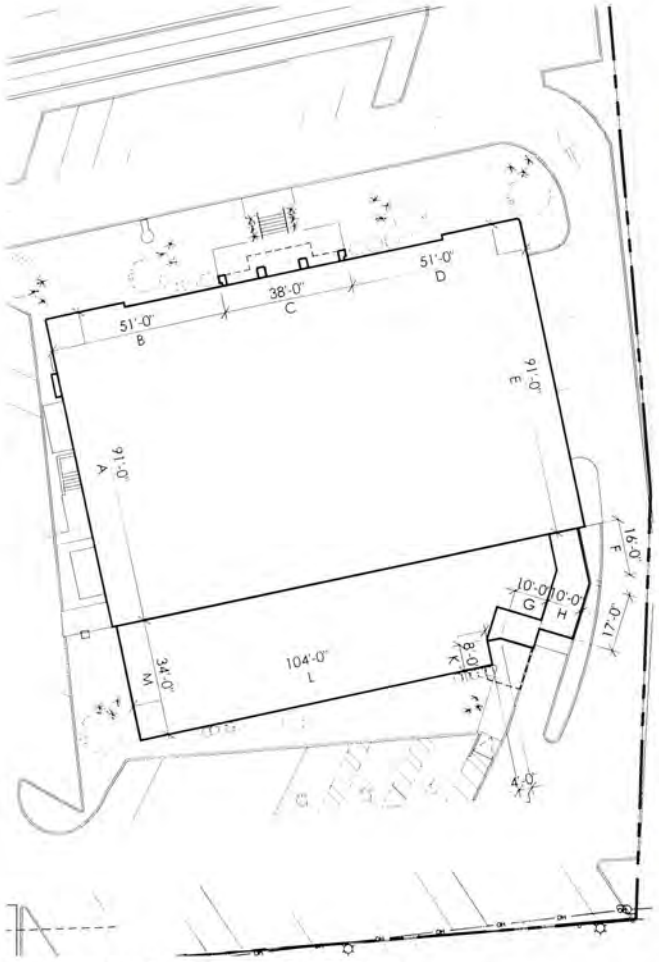
EXISTING GROSS SQ. FT. (GROUND):	12,663.25	SQUARE FEET
EXISTING GROSS SQ. FT. (FIRST):	12,663.25	SQUARE FEET
TOTAL EXISTING GROSS SQ. FT.:	**25,326.50**	**SQUARE FEET**
TOTAL LOT SIZE:	58,893.60	SQUARE FEET
EXISTING FAR:	**43.0% < 50% MAX**	
PROPOSED GROSS SQ. FT. (GROUND)*:	16,386.72	SQUARE FEET
PROPOSED GROSS SQ. FT. (S. ENTRY):	711.03	SQUARE FEET
PROPOSED GROSS SQ. FT. (FIRST):	16,682.75	SQUARE FEET
TOTAL PROPOSED GROSS SQ. FT:	**33,780.50**	**SQUARE FEET**
BASEMENT GROSS SQ. FT. ADJUST.*:	-8,193.36	SQUARE FEET
TOTAL GROSS ST. FT. FOR FAR:	**25,587.14**	**SQUARE FEET**
TOTAL LOT SIZE:	58,893.60	SQUARE FEET
PROPOSED FAR:	**43.4% < 50% MAX**	

* ASSUMES 50% OF GROUND FLOOR / BASEMENT (AVERAGE CEILING HEIGHT OF 3.5' - 6' ABOVE GRADE PER ORDINANCE, SEE NEXT PAGE)

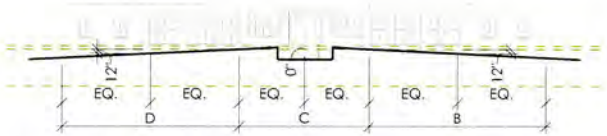
North

NORMANDY REMODELING
222 E. OGDEN AVE. HINSDALE, IL. 60521

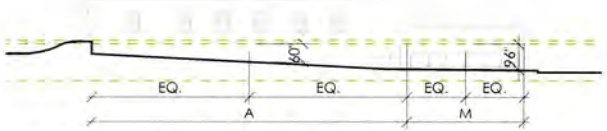
| BASEMENT DETERMINATION



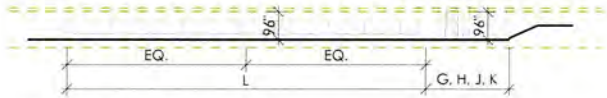
PROPOSED BUILDING FOOTPRINT



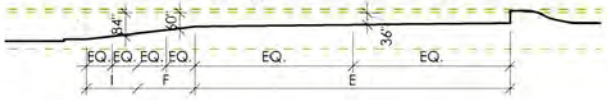
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

AVG. CEILING HGT. ABOVE GRADE

WALL	LENGTH (APPROX.)	AVERAGE HEIGHT (CEILING ABOVE GRADE)	WEIGHTED MULTIPLIER (LENGTH/TOTAL)	WEIGHTED HEIGHT
A	91'-0"	60"	.177	10.6"
B	51'-0"	12"	.099	1.2"
C	38'-0"	0"	.074	0"
D	51'-0"	12"	.099	1.2"
E	91'-0"	36"	.177	6.4"
F	16'-0"	60"	.031	1.9"
G	10'-0"	96"	.019	1.8"
H	10'-0"	96"	.019	1.8"
I	6'-0"	84"	.012	1.0"
J	4'-0"	96"	.008	0.8"
K	8'-0"	96"	.016	1.5"
L	104'-0"	96"	.202	19.4"
M	34'-0"	96"	.066	6.3"
TOTAL	514'-0"			53.1"

42" < 53.1" < 72" THEREFORE "GROUND FLOOR" IS CONSIDERED A BASEMENT AND ONLY 50% OF GROSS AREA COUNTS TOWARDS F.A.R.

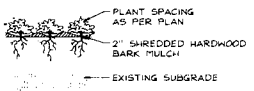


LOCATION MAP

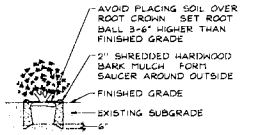
0 150' 300' 600' 900'
SCALE: 1"=300'

NORTH

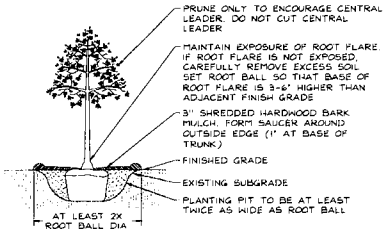
PLANTING DETAILS



PERENNIALS AND GROUNDCOVERS
NOT TO SCALE



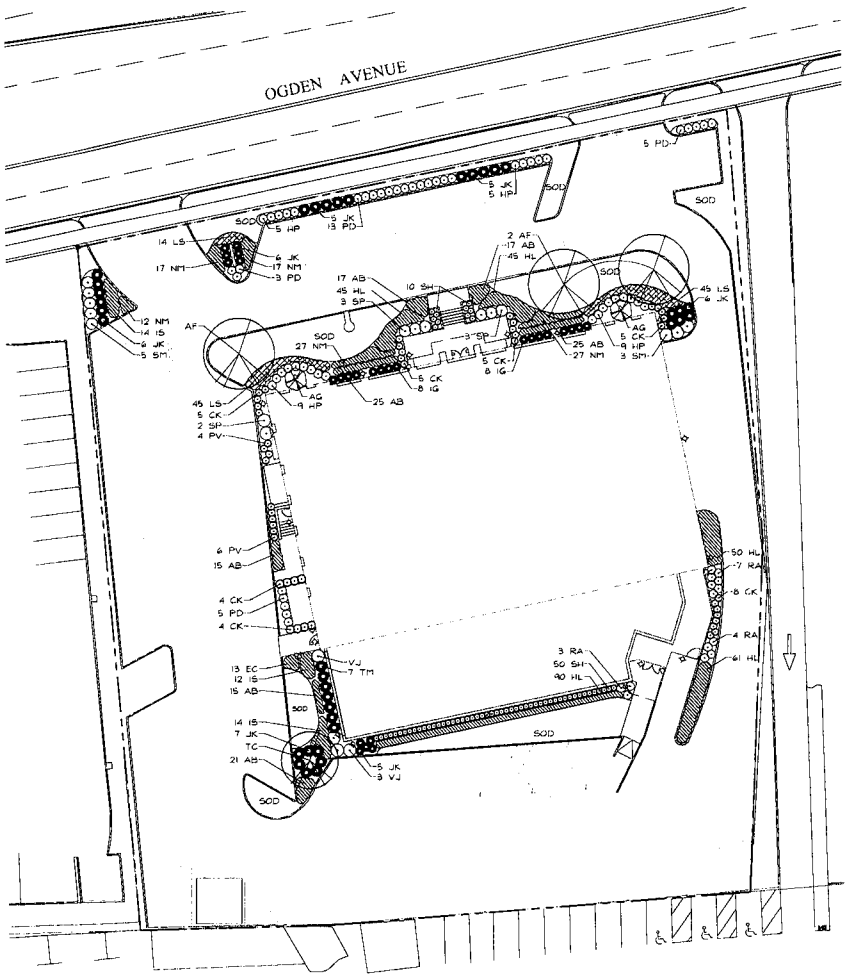
DECIDUOUS AND EVERGREEN SHRUBS
NOT TO SCALE



DECIDUOUS TREES
NOT TO SCALE

PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
		SHADE TREES		
AF	3	Acer x freemanii 'Marmo' MARMO FREEMAN MAPLE	3" Cal	
TC	1	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	3" Cal	
		ORNAMENTAL TREES		
AG	2	Amelanchier x grandiflora APPLE SERVICEBERRY	8' Ht.	Multi-Stem
		DECIDUOUS SHRUBS		
HP	28	Hydrangea paniculata 'SMHPLDF' LITTLE QUICK FIRE HYDRANGEA	24" Tall	3' O.C.
PD	26	Physocarpus opulifolius 'Donna May' LITTLE DEVIL NINEBARK	24" Tall	3' O.C.
RA	14	Ribes alpinum 'Greenmound' GREENMOUND ALPINE CURRANT	24" Wide	3' O.C.
SM	8	Syringa meyeri 'Palibin' DWARF KOREAN LILAC	24" Tall	4' O.C.
SP	8	Syringa pubula 'Miss Kim' MISS KIM LILAC	24" Tall	4' O.C.
VJ	4	Viburnum x juddii JUDD VIBURNUM	36" Tall	4' O.C.
		EVERGREEN SHRUBS		
IG	16	Ilex glabra 'Shamrock' SHAMROCK INKBERRY	24" Wide	3' O.C.
JK	40	Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
TM	7	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
CK	36	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
HV	10	Panicum virgatum 'Heavy Metal' HEAVY METAL SWITCHGRASS	#1	24" O.C.
SH	60	Sporobolus heterolepis PRAIRIE DROPSEED	#1	24" O.C.
		PERENNIALS		
AB	135	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	15" O.C.
EC	13	Echinacea 'CBG Cone 2' PIXIE MEADOWBRITE CONEFLOWER	#1	18" O.C.
HL	241	Hemerocallis 'Little Wine Cup' LITTLE WINE CUP DAYLILY	#1	15" O.C.
IS	40	Iris sibirica 'Caesars Brother' CAESAR'S BROTHER SIBERIAN IRIS	#1	24" O.C.
NM	100	Nepeta racemosa 'Walker's Low' WALKER'S LOW CATMINT	#1	15" O.C.
		GROUNDCOVERS		
LS	104	Liriope spicata CREEPING LILYTURF	#SM4	15" O.C.
		MISC. MATERIALS		
	27	SHREDDED HARDWOOD MULCH	C.Y.	
	506	SOD	S.Y.	



GENERAL NOTES

1. Contractor shall verify underground utility lines and is responsible for any damage
2. Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance
3. Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan
4. The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality
5. Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements
6. Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work
7. See General Conditions and Specifications for landscape work for additional requirements
8. Contractor to provide alternate pricing to repair existing irrigation and expand to cover proposed landscaping

0 10' 20' 40' 120'
SCALE: 1"=20'

NORTH

GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630/668-7197

ARCHITECT
THE INTERIOR DESIGN GROUP LTD.
750 WARRENVILLE ROAD, SUITE 103
LISLE, ILLINOIS 60532

NORMANDY REMODELING

222 E. OGDEN AVENUE
HINSDALE, ILLINOIS

FINAL LANDSCAPE PLAN

2	5.03.2022
1	4.08.2022
REVISIONS	

DATE	3.16.2022
PROJECT NO.	IDG2202
DRAWN	DHS
CHECKED	GRW

SHEET NO.

1 OF 2

LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

1. The establishment of trees, shrubs, perennial, annual, native, and lawn areas as shown on Landscape Plan.
2. The provision of post-planting management as specified herein.
3. Any remedial operations necessary in conformance with the plans as specified in this document.
4. Permits which may be required

1.2 QUALITY ASSURANCE

A Work shall conform to State of Illinois Horticultural Standards and local municipal requirements

B Quality Control Procedure

1 Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials

2 Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material

3 Analysis and Standards. Package standard products with manufacturer's certified analysis

1.3 SUBMITTALS

A Planting Schedule

Submit three (3) copies of the proposed planting schedule showing dates for each type of planting

B Maintenance Instruction - Landscape Work

Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.

Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued

C Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval

D Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.

E Nursery packing lists indicating the species and quantities of material installed must be provided to the Owner and/or City upon request

1.4 JOB CONDITIONS

A Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

B Utilities. Review underground utility location maps and plans, notify local utility location service, demonstrate an awareness of utility locations, and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property

C. Excavation. When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting

1.5 GUARANTEES

A Guarantee seeded and sodded areas through the specified maintenance period and until final acceptance

B Guarantee trees, shrubs, groundcover and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control

C Native Planting Area Performance Criteria

1st Full Growing Season: 90% of cover crop shall be established. There shall be no bare areas greater than two (2) square feet in seeded areas. At least 25% of vegetative coverage shall be native, non-invasive species. At least 50% of the emergent species, if planted as plugs shall be alive and apparent.

2nd Full Growing Season: All areas with the exception of emergent zones shall exhibit full vegetative cover. At least 50% of the vegetative coverage shall be native, non-invasive species.

3rd Full Growing Season: At least 75% of vegetative coverage shall be native, non-invasive species. Non-native species shall constitute no more than 25% relative aerial coverage of the planted area. Non-native/ invasive species for this project shall include but are not limited to the following: Ambrosia artemisiifolia & trifida (Common & Giant Ragweed), Cirsium arvense (Canada Thistle), Dipsacus laciniatus (Cut-leaved Teasel), Dipsacus sylvestris (Common Teasel), Lythrum salicaria (Purple Loosestrife), Melilotus sp. (Sweet Clover), Phalaris arundinacea (Reed Canary Grass), Pueraria lobata (Kudzu), Phragmites australis (Giant Reed), Polygonum cuspidatum (Fallopia japonica) (Japanese Knotweed), Rhamnus cathartica & frangula (Common & Glossy Buckthorn), Typha sp. (Broadleaf, Narrowleaf, and Hybrid Cattail)

At least 90% of all woody vegetation planted within the boundaries of naturalized basins shall be alive and in healthy condition at the end of each growing season

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.1 LAWN SOD

Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant) and in strips not more than 18" wide x 4' long. Provide sod composed of a 3-way blend of Kentucky Bluegrass such as: Midnight, Allure, Vivo, Washington, Liberty

2.2 LAWN SEED MIXTURE

Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified

A Permanent Turf Seed Mixture - 5 lbs/1,000 sq. ft.
50% Kentucky Bluegrass 90/85
15% Cutter Perennial Ryegrass
10% Spartan Hard Fescue
10% Edge Perennial Ryegrass
10% Express Perennial Ryegrass
5% Pennlawn Creeping Red Fescue

Temporary Turf Seed Mixture - 114 lbs/AC
44% Perennial Ryegrass
56% Seed Oats

2.4 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed

2.5 TREES AND SHRUBS

A Name and Variety. Provide nursery grown plant material true to name and variety.

B Quality. Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified

C Deciduous Trees. Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (B&B) deciduous trees

D Deciduous Shrubs. Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required. Provide balled and burlapped (B&B) deciduous shrubs

E Coniferous Evergreen. Provide evergreens of the size shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B&B) evergreen trees and containerized shrubs

F Inspection. All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site

2.6 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompacted topsoil (stockpiled at site) for all planting pits, perennial, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in 1.3.C

2.7 EROSION CONTROL

A Erosion Control Blanket: North American Green S150, or equivalent approved equal

2.8 MULCH

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for approval prior to ordering materials

LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect

3.2 PLANTINGS

A Seeding New Lawns

1 Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns

2 Till to a depth of not less than 6", apply soil amendments, remove high areas and fill in depressions, till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site

3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 9 lbs per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1" inches

4 Do not use wet soil or seed which is moldy or otherwise damaged in transit or storage

5 Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other

6 Sow not less than specified rate.

7 Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray

B Groundcover and Perennial Beds

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8" deep. Install per spacing indicated on plan

C Trees and Shrubs

1 Set balled and burlapped (B&B) stock plumb and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls; retain on bottoms. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill

2. Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water

3 Mulch pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Maintain exposed root flare at all times

4. Prune only injured or dead branches from flowering trees, if any. Protect central leader of tree during shipping and pruning operations. Prune shrubs to retain natural character in accordance with standard horticultural practices

5. Remove and replace excessively pruned or ill-formed stock resulting from improper pruning

6. The Contractor shall be wholly responsible for securing that all trees are planted in a vertical and plumb position and remain so throughout the life of the contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor, however, any staking procedure(s) must be approved by the Owner prior to its installation

3.3 INITIAL MAINTENANCE

A Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days

B Maintain planted and seeded areas by watering, rolling/regrading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare areas

C Native Planting areas are to be mowed only once per spring during the initial three-year establishment period

3.5 CLEAN UP AND PROTECTION

A During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition

B Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect

3.6 INSPECTION AND ACCEPTANCE

A The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion

B Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source

C Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.

D When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance

GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630/668-7197

ARCHITECT
THE INTERIOR DESIGN GROUP LTD.
750 WARRENVILLE ROAD, SUITE 103
LISLE, ILLINOIS 60532

NORMANDY REMODELING

222 E. OGDEN AVENUE
HINSDALE, ILLINOIS

LANDSCAPE SPECIFICATIONS

2	5.05.2022
1	4.08.2022
REVISIONS	

DATE	3.18.2022
PROJECT NO.	IDG2202
DRAWN	DHS
CHECKED	GRW

SHEET NO.

2 OF 2

NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

| EXISTING BUILDING

EXISTING NORTH ELEVATION



EXISTING ENTRY



EXISTING WEST ELEVATION



NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

| EXISTING BUILDING

EXISTING SOUTH ELEVATION



EXISTING SITE - SOUTH



EXISTING EAST ELEVATION



NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

PROPOSED EXTERIOR ELEVATIONS



NORTH ELEVATION

BLACK STANDING SEAM METAL CANOPY

EXISTING BRICK TO BE PAINTED WHITE

WHITE CORRUGATED, PREFINISHED METAL ROOFTOP SCREEN BEYOND

NEW BACK-LIT BUILDING SIGNAGE (PENDING DESIGN DEVELOPMENT AND FUTURE SIGN PERMIT SUBMITTAL)

EXISTING MANSARD ROOF TO RECIEVE NEW BLACK ARCHITECTURAL ASPHALT SHINGLES

NEW BLACK, PREFINISHED, METAL-CLAD DOUBLE HUNG PELLA WINDOWS

REPLACE EXISTING LIGHT WITH NEW GROUND-LEVEL, LOW LUMEN SPOTLIGHTS

NEW BLACK ALUMINUM STOREFRONT WINDOWS

LED ACCENT SCONCE LIGHT

NEW CONCRETE STAIRS AND INTEGRATED PLANTERS



WEST ELEVATION

NEW BLACK, PREFINISHED, METAL-CLAD DOUBLE HUNG PELLA WINDOWS

RELOCATED ELECTRIC SERVICE

WHITE CORRUGATED, PREFINISHED METAL ROOFTOP SCREEN BEYOND

BLACK EXTRUDED ALUMINUM SUNSHADE STRUCTURE

NEW BLACK ALUMINUM RIBBON WINDOWS

LED BUILDING LIGHT

NEW BLACK ALUMINUM GUTTERS (TYPICAL)

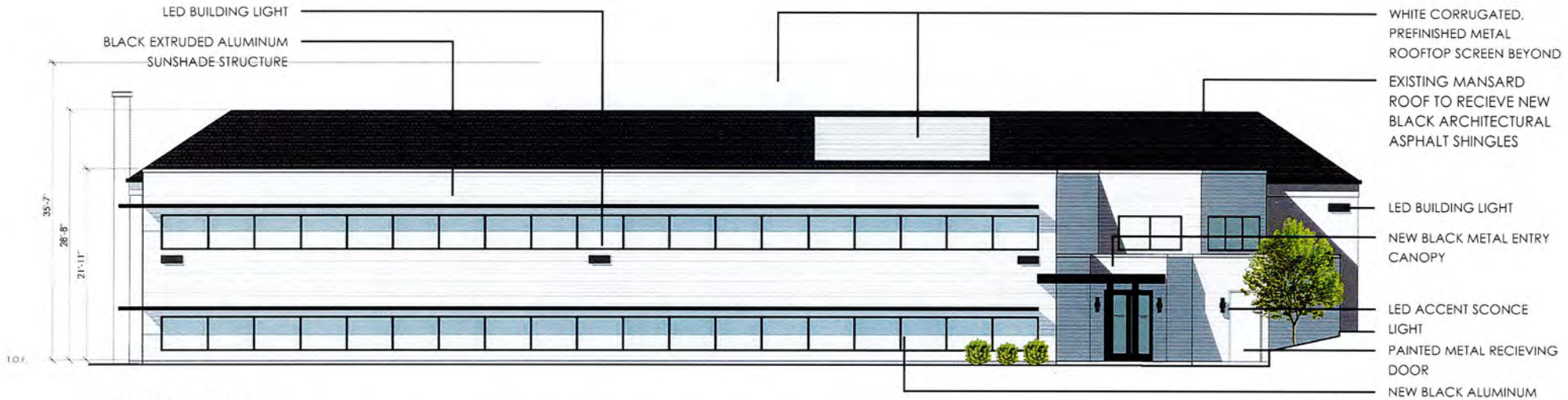
LED ACCENT SCONCE LIGHT

TOP OF FOUNDATION (T.O.F)

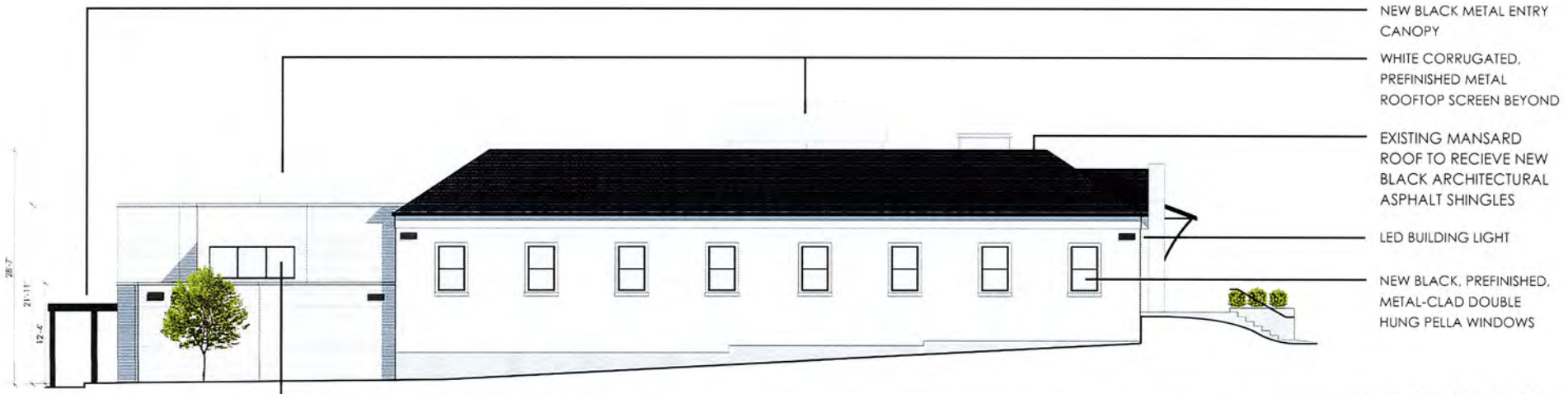
CEDAR FENCE EQUIPMENT SCREEN

NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

PROPOSED EXTERIOR ELEVATIONS



SOUTH ELEVATION



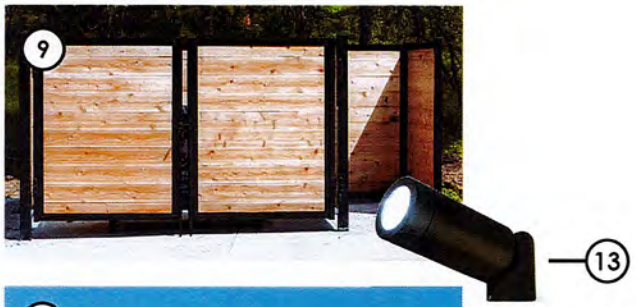
WEST ELEVATION

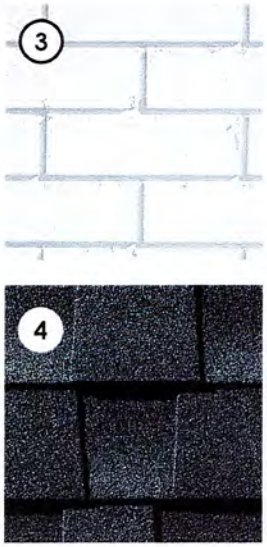
NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

PROPOSED MATERIALS



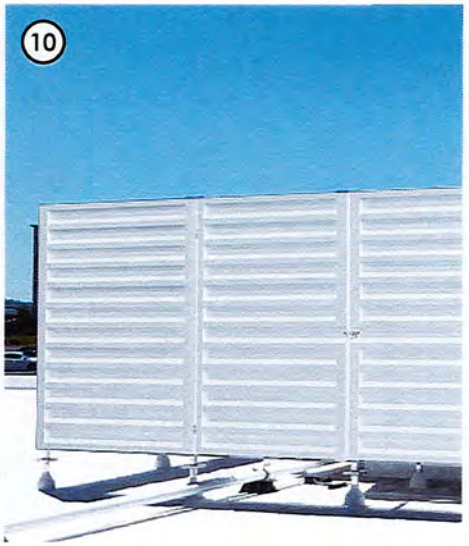










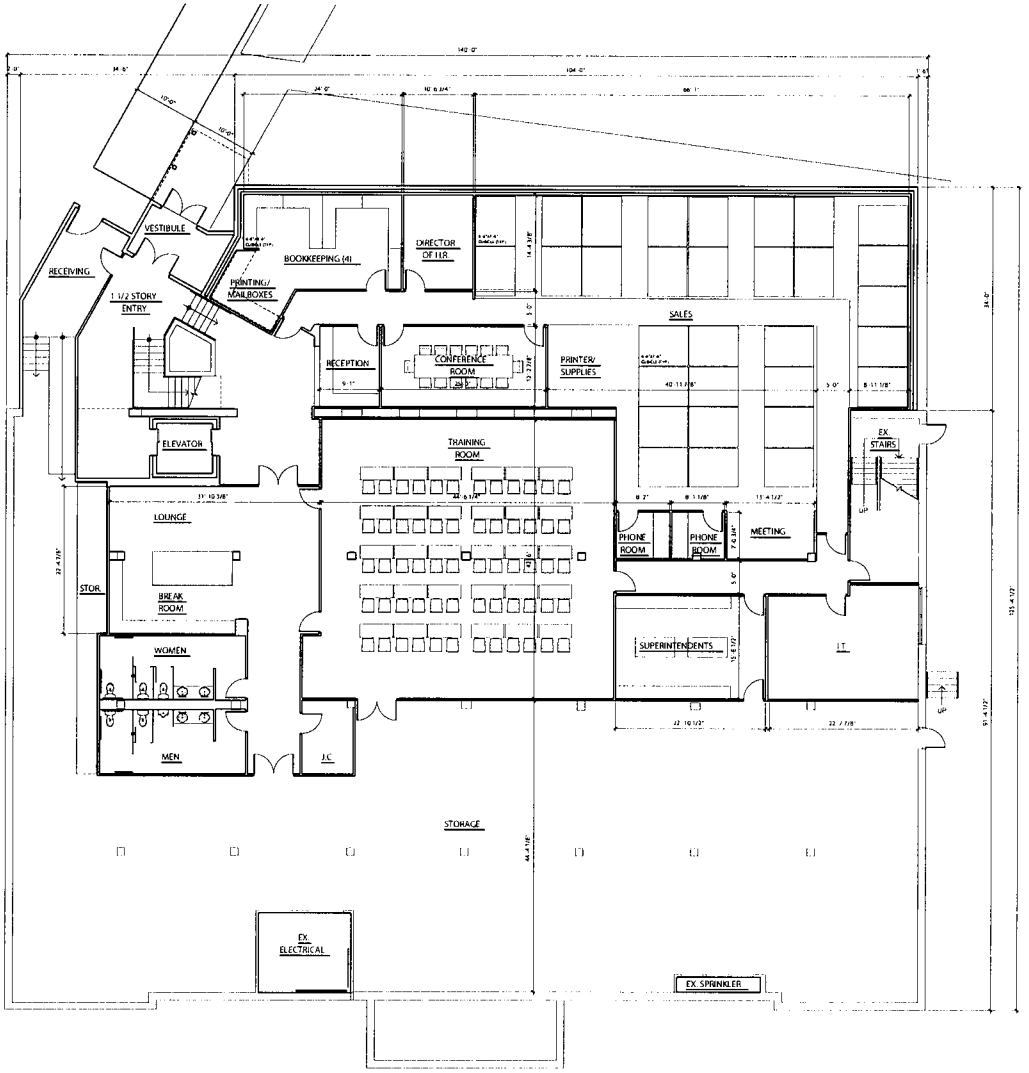


1. WHITE SHIPLAP AT NEW ENTRY
2. CEMENTITIOUS, PRE-FINISHED HARDIE BOARD SIDING AT NEW ADDITION
3. EXISTING BRICK IS TO BE PAINTED WHITE
4. NEW BLACK ARCHITECTURAL ASPHALT SHINGLES
5. NEW BLACK ALUMINUM STOREFRONT WINDOWS & ENTRY DOORS
6. NEW PELLA BLACK METAL-CLAD DOUBLE HUNG WINDOWS
7. BLACK STANDING SEAM METAL CANOPY
8. BLACK EXTRUDED ALUMINUM SUNSHADE STRUCTURE
9. CEDAR FENCE DUMPSTER ENCLOSURE & EQUIPMENT SCREENING
10. CORRUGATED, PREFINISHED METAL ROOFTOP SCREEN
11. EXTERIOR WALL-MOUNTED BUILDING LED LIGHT
12. EXTERIOR WALL-MOUNTED LED ACCENT LIGHT
13. GROUND-LEVEL, LOW LUMEN, DIRECTIONAL LED LIGHT

North

NORMANDY REMODELING | GROUND FLOOR PLAN

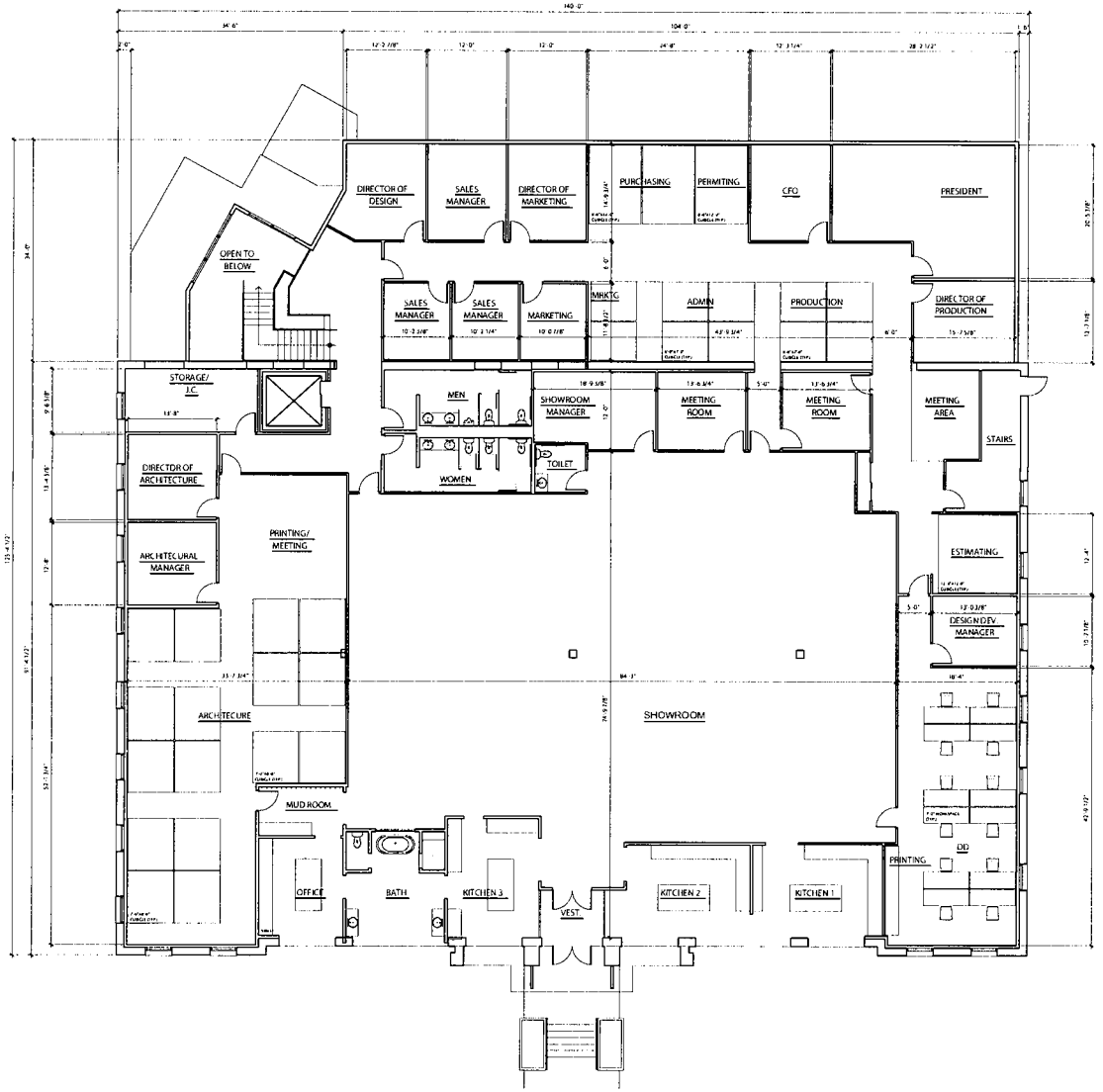
222 E. OGDEN AVE, HINSDALE, IL , 60521



North

NORMANDY REMODELING | FIRST FLOOR PLAN

222 E. OGDEN AVE, HINSDALE, IL, 60521

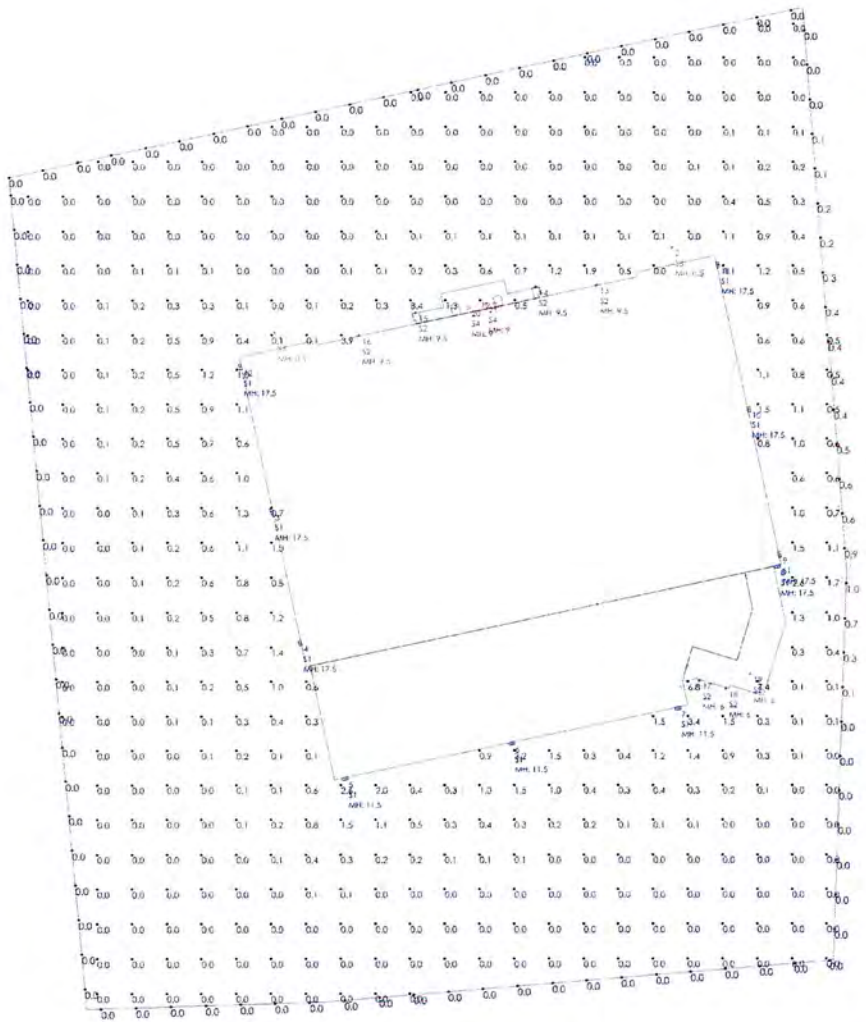


Luminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.

Symbol	Qty	Tag	Arrangement	Luminaire Lumens	Arr. Lum. Lumens	Luminaire Watts	Arr. Watts	LLF	Manufacturer	Description
	10	S1	Single	1466	1466	13.8	13.8	0.900	LIGMAN	ULEE-30011-14W-T4-W40-X
	7	S2	Single	2440	2440	27.2	27.2	0.900	LIGMAN	UMV-30041-M-M-W40-X
	2	S3	Single	801	801	12	12	0.900	TARGETTI	BLT-RP-X-L2-WF-40K
	2	S4	Single	974	974	10.23	10.23	0.900	LEDRA BRANDS	NU4-RD-SW-13LM-40K-80-HE60-UNV-10V-X-X

Calculation Summary

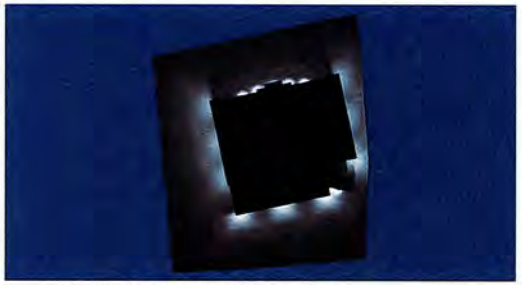
Label	CalcType	Units	Avg	Max	Min	Max/Min	Avg/Min	Description
PROPERTY LINES	Illuminance	Fc	0.07	1.0	0.0	N.A.	N.A.	READINGS @ GRADE
SITE_Planar	Illuminance	Fc	0.35	12.2	0.0	N.A.	N.A.	READINGS @ GRADE



Not to Scale

Luminaire Location Summary

LumNo	Tag (Qty)	Label	Mtg Ht	Orient	Tilt
1	S3 (1)	BLTRPFEL2WF30	0.5	282	-15
2	S3 (1)	BLTRPFEL2WF30	0.5	282	-15
3	S1 (1)	LEW-30011-T4-W40	17.5	192	0
4	S1 (1)	LEW-30011-T4-W40	17.5	192	0
5	S1 (1)	LEW-30011-T4-W40	11.5	282	0
6	S1 (1)	LEW-30011-T4-W40	11.5	282	0
7	S1 (1)	LEW-30011-T4-W40	11.5	282	0
8	S1 (1)	LEW-30011-T4-W40	17.5	282	0
9	S1 (1)	LEW-30011-T4-W40	17.5	12	0
10	S1 (1)	LEW-30011-T4-W40	17.5	12	0
11	S1 (1)	LEW-30011-T4-W40	17.5	12	0
12	S1 (1)	LEW-30011-T4-W40	17.5	192	0
13	S2 (1)	MV-30041-M-W40	9.5	102	0
14	S2 (1)	MV-30041-M-W40	9.5	102	0
15	S2 (1)	MV-30041-M-W40	9.5	102	0
16	S2 (1)	MV-30041-M-W40	9.5	102	0
17	S2 (1)	MV-30041-M-W40	6	252	0
18	S2 (1)	MV-30041-M-W40	6	252	0
19	S2 (1)	MV-30041-M-W40	6	252	0
20	S4 (1)	NU4-RD-SW-13LM-30K-80-HE60-12	9	102	0
21	S4 (1)	NU4-RD-SW-13LM-30K-80-HE60-12	9	102	0



Render images are not to scale and are provided solely to illustrate contrast.

NOTES

PG-ENLIGHTEN IS NEITHER LICENSED NOR INSURED TO DETERMINE CODE COMPLIANCE. CODE COMPLIANCE REVIEW BY OTHERS.

ANY VARIANCE FROM REFLECTANCE VALUES, OBSTRUCTIONS, LIGHT LOSS FACTORS OR DIMENSIONAL DATA WILL AFFECT THE ACTUAL LIGHT LEVELS OBTAINED.

THIS ANALYSIS IS A MATHEMATICAL MODEL AND CAN BE ONLY AS ACCURATE AS IS PERMITTED BY THE THIRD-PARTY SOFTWARE AND THE IES STANDARDS USED.

FIXTURE TYPES AND QUANTITIES MAY CHANGE BASED ON UNKNOWN OBSTRUCTIONS OR FIELD CONDITIONS. THESE CHANGES MAY RESULT IN AN INCREASED QUANTITY OF FIXTURES.

FIXTURE TYPES AND QUANTITIES BASED ON PROVIDED LAYOUT AND DRAWINGS ARE FOR REFERENCE ONLY. TYPES AND QUANTITIES MAY CHANGE WITH FUTURE REVISIONS.

CALCULATION GRID VALUES 10'-0" O.C.

PARKING LOT DESIGN GUIDE	MAINTAINED HORIZONTAL		MAINTAINED VERTICAL		MAXIMUM/	
APPLICATION AND TASK	AVERAGE (FC)	RANGE (FC)	AVERAGE (FC)	RANGE (FC)	AVG/MIN	MAX/MIN
PARKING (UNCOVERED) ZONE 3 (URBAN)	1.5	0.75 - 3	0.8	0.4 - 1.6	4:1	15:1
PARKING (UNCOVERED) ZONE 2 (SUBURBAN)	1	0.5 - 2	0.6	0.3 - 1.2	4:1	15:1
SAFETY (BUILDING EXTERIOR)	1	0.5 - 2			FOR SECURITY ISSUES, RAISE AVG. TO 3	

SIMPLIFIED RECOMMENDATIONS BASED ON IES THE LIGHTING HANDBOOK 10TH EDITION AND IES RP-20-14. INDIVIDUAL APPLICATIONS WILL DETERMINE SPECIFIC RECOMMENDATIONS. PLEASE REFER TO THE MOST RECENT HANDBOOK FOR A MORE DETAILED EVALUATION AND ADDITIONAL APPLICATIONS. THESE RECOMMENDATIONS DO NOT SUPERCEDE ANY APPLICABLE CODES.

PG enlighten

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REVISIONS 1 2 3

PROJECT NAME:
NORMANDY REMODELING, 222 E OGDEN AVE, HINSDALE, IL

CLIENT NAME:
IDG, Ltd.

Date:3/29/2022

TARGETTI

BULLETTO

Compact Adjustable Flood Light Projector

Concept: Compact projector flood light for high intensity applications.
Materials: Aluminum body and joints for maximum heat dissipation with powder coated finish. Modular body for toolless maintenance. Lens cover assembly for simple toolless field interchangeability of accessories. [A]Fixture suitable for use in marine grade environments.
Optics: NSP, SP, FL, MW, and WF use high efficiency LED Chip on Board. Equipped with collimating optic with angle specific holigraphic spread lens.
Mounting: Adjustable up to 180° on the vertical surface with aim lock set screw, 360° rotatable on the horizontal axis. Brass counter nut with ½" NPS mounting stem suitable for direct j-box mount. Optional installation accessories for additional mountings.
Installation: Pre-cabled with 10' Belden direct burial 18ga 3 Conductor Cable for Connection to remote power supply.
Finish: Textured Standard Finishes – Ferrite Grey / Heritage Brown / Bronze RAL 8019 / White / Black / Sandstone Grey
Power Supply: Remote Class 2, 120V-277VAC power supply required, ordered separately.
Wattage: 10W (NSP) / 12W (SP/FL/MF/WF)
Color Temperature: 2700K / 3000K / 3500K / 4000K
CRI: Ra84, Ra90 available upon request

Delivered Lumens: **3000K**

Narrow Spot 10°	=	473Lm	IMax: 24,196cd/klm
Spot 15°	=	858Lm	IMax: 7,292cd/klm
Flood 25°	=	812Lm	IMax: 2,883cd/klm
Medium Wide Flood 30°	=	819Lm	IMax: 1,916cd/klm
Wide Flood 43°	=	801Lm	IMax: 1,009cd/klm

Lumen Maintenance (L70): 50,000hrs
Calculation for LED fixtures are based on measurements that comply with IES LM-80.
CRI: Ra84
Voltage: 24V DC
Weight: 1.37lbs
IK Rating: IK10
IP Rating: IP66
Certifications: cULus Class 2 Wet Location Listed
Tested in accordance with LM-79-08
Energy efficient for California installations.
Warranty: 5 year limited warranty
[A]*Not to be in direct contact with salt for extended periods of time or used with corrosive agents.*



Bulletto Shown in Ferrite Grey Finish

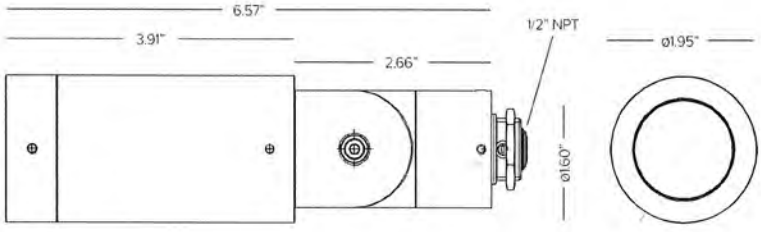
IP66 [A] Marine

cULus Class 2



PRODUCT CODE	DRIVER	FINISH	OUTPUT	OPTICS	COLOR TEMP	+	POWER SUPPLY
BLT — BULLETTO	**RP** — Remote Power	**FE** – Ferrite Grey	**L1** — 10W	**NS** — Narrow Spot 10°	**27** — 2700K		*See page 4*
		HB — Heritage Brown	**L2** — 12W	**SP** — Spot 15°	**30** — 3000K		
		BZ — Bronze RAL8019		**FL** — Flood 25°	**35** — 3500K		
		WT — White Textured		**MF** — Medium Wide Flood 30°	**40** — 4000K		
		BT — Black Textured		**WF** — Wide Flood 43°			
		SG — Sandstone Grey					

Views





TARGETTI

BULLETTO

INTERNAL OPTICAL ACCESSORIES:	
Maximum of two internal optical accessories per fixture.	
1E3798	Chromatic filter Red. Dimensions Ø50mm
1E3799	Chromatic filter Green. Dimensions Ø50mm
1E3800	Chromatic filter Blue. Dimensions Ø50mm
1E3801	Chromatic filter Yellow. Dimensions Ø50mm
1E3802	Chromatic filter Magenta. Dimensions Ø50mm
1E3790	'Blade of Light' linear spread lens filter. Dimensions Ø50mm
1E3792	Honeycomb filter. Dimensions Ø50mm



Chromatic FiltBLTrs

1E3790



1E3792

EXTERNAL OPTICAL ACCESSORIES:						
Ferrite	**Heritage Brown**	**Bronze RAL 8019**	**White**	**Black**	**Sandstone Grey**	***Description***
1E3788	**1E3788HB**	**1E3806**	**1E3788WT**	**1E3788BT**	**1E3788SG**	Asymmetric screen. Powder coated finish.



Asymmetric Screen

INSTALLATION ACCESSORIES:						
Maximum of one installation accessory per fixture.						
Ferrite	**Heritage Brown**	**Bronze RAL 8019**	**White**	**Black**	**Sandstone Grey**	***Description***
1E3786	**1E3786HB**	**1E3804**	**1E3786WT**	**1E3786BT**	**1E3786SG**	Plate for fitting rotation. Powder coated stainless steel.
1E3785	**1E3785HB**	**1E3803**	**1E3785WT**	**1E3785BT**	**1E3785SG**	Earthspike. Powder coated stainless steel.
1BLTSMCVRFE	**1BLTSMCVRHB**	**1BLTSMCVRBZ**	**1BLTSMCVRWT**	**1BLTSMCVRBT**	**1BLTSMCVRSG**	Low Profile surface canopy. Powder coated aluminum with ½" NPT to mount over 4" Dia.



Plate for Rotation



Earthspike



Surface Mount Canopy



Shown with Earthspike Mounting Accessory

Shown with Plate for Fitting Rotation Mounting Accessory

TARGETTI

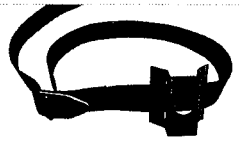
BULLETTO

Tree Mounting Accessories

TREE STRAP (REQUIRED) UP TO 3 FIXTURES PER TREE – CHOOSE 1

Durable 1.5 inch wide Nylon webbing Strap is flexible with High Strength Aircraft Aluminum V-ring Buckle in Gunmetal finish and lock in loop to prevent slipping. The strap is made to coordinate with up to 3 fixtures and 1 wiring connection box.

TTS0101	Tree strap for trees 39" in circumference or smaller. Olive Green nylon strap with Gunmetal cinch buckle.
TTS0102	Tree strap for trees 39" in circumference or smaller. Coyote Brown nylon strap with Gunmetal cinch buckle.
TTS0103	Tree strap for trees 39" in circumference or smaller. Graphite Grey nylon strap with Gunmetal cinch buckle.



TTS0103 with TTBLT0101

TREE STRAP (REQUIRED) UP TO 8 FIXTURES PER TREE – CHOOSE 1

Durable 1.5 inch wide Nylon webbing Strap is flexible with High Strength Aircraft Aluminum V-ring Buckle in Gunmetal finish and lock in loop to prevent slipping. The strap is made to coordinate with up to 8 fixtures and 2 wiring connection boxs.

TTS0106	Two tree straps for trees 39" in circumference or smaller. Olive Green nylon strap with Gunmetal cinch buckle.
TTS0104	Two tree straps for trees 39" in circumference or smaller. Coyote Brown nylon strap with Gunmetal cinch buckle.
TTS0105	Two tree straps for trees 39" in circumference or smaller. Graphite Grey nylon strap with Gunmetal cinch buckle.



TTS0105 with TTBLT0201

FIXTURE BRACKETS (REQUIRED) - CHOOSE 1

●	●	*Description*
TTBLT0101	**TTBLT0102**	Stainless steel powder coated bracket for use with single strap.

FIXTURE BRACKETS (REQUIRED) - CHOOSE 1

●	●	*Description*
TTBLT0201	**TTBLT0202**	Stainless steel powder coated bracket for use with double strap.

WIRING CONNECTION BOX (OPTIONAL)

Tree strap connection boxes are used to connect multiple line voltage cables for one continuous cable connection down the tree, additional cable provided by others.

●	●	*Description*
TTCB0103FG	**TTCB0103BZ**	Tree Strap Connection Box 9in³. Painted aluminum UL listed j-box with 3 each 3/8" cable glands and 1 each 1/2" cable gland. For connections for up to 3 fixtures. Mounting brack to tree strap included. Dimensions: 3-7/8" x 2-1/2" x 1-3/8".

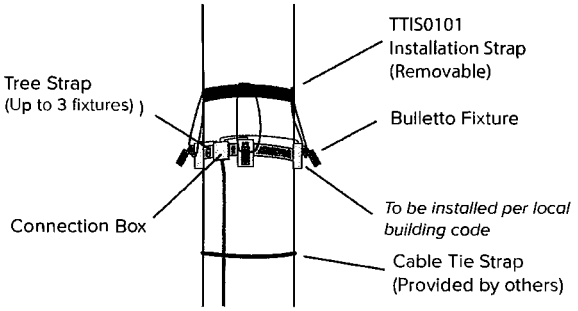
WIRING CONNECTION BOX (OPTIONAL)

Tree strap connection boxes are used to connect all multiple line voltage cables for one continuous cable connection down the tree, additional cable provided by others.

●	●	*Description*
TTCB0104FG	**TTCB0104BZ**	Tree Strap Connection Box 13in³. Painted aluminum UL listed j-box with 5 each 3/8" cable glands and 1 each 1/2" cable gland. For connections for up to 5 fixtures. Mounting brack to tree strap included. Dimensions: 6" x 2-1/2" x 1-3/8".

Wiring Configuration

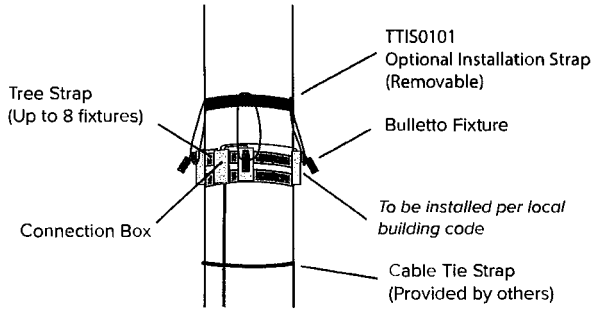
Adjust the strap every 6 months in order to prevent tree damage.



To be installed per local building code

Wiring Configuration

Adjust the strap every 6 months in order to prevent tree damage.



To be installed per local building code

Compatible with Both Installations

INSTALLATION STRAP (OPTIONAL)

Durable 1.5 inch wide Nylon webbing Strap is flexible with Metal Cinch Buckle and lock in loop to prevent slipping. The installation strap comes with 4 each 12 inch Rubber Loops used to hold up to 8 fixtures in place while positioning and tightening the Tree Strap in position during Installation or Maintenance and then removed for operation. ***For use with 2 or more fixtures.***

TTIS0102	Installation strap flexible nylon webbing strap with metal cinch buckle and lock in loop. Includes 4 each 150mm rubber loops to hold up to 8 fixtures in place while positioning.

MESH WIRE PROTECTION COVER (OPTIONAL)

A braided polyethylene terepthalate (PET) monofilament yarn resistant to chemical degradation, UV radiation, and abrasion.

TTSJS01	Carbon Grey 3/8" SJO Cord Sleeve (Sold per foot)
TTSJS02	Brown 3/8" SJO Cord Sleeve (Sold per foot)
TTSJS03	Forest Green 3/8" SJO Cord Sleeve (Sold per foot)

TARGETTI

BULLETTO

Power Supply (REQUIRED)	Type	Wattage	Input/Output Voltage	Dimmable	IP Rating	Output	Dimensions
DMLE301242UD	EMCOD MLE-UD ELECTRONIC DRIVER WITH WIRING COMPARTMENT.	30W	120-277V / 24V	FWD / REV PHASE / TRIAC / 0-10V / PWM	NEMA3R ENCLOSURE	UL CLASS 2	4.47" X 6.79" X 1.38"
DMLE601242UD	EMCOD MLE-UD ELECTRONIC DRIVER WITH WIRING COMPARTMENT.	60W	120-277V / 24V	FWD / REV PHASE / TRIAC / 0-10V / PWM	NEMA3R ENCLOSURE	UL CLASS 2	4.47" X 6.79" X 1.38"
DMLE961242UD	EMCOD MLE-UD ELECTRONIC DRIVER WITH WIRING COMPARTMENT.	96W	120-277V / 24V	FWD / REV PHASE / TRIAC / 0-10V / PWM	NEMA3R ENCLOSURE	UL CLASS 2	5.16" X 7.73" X 1.54"
DMLE1922242UD	EMCOD MLE-UD ELECTRONIC DRIVER WITH WIRING COMPARTMENT.	2X96W	120-277V / 24V	FWD / REV PHASE / TRIAC / 0-10V / PWM	NEMA3R ENCLOSURE	UL CLASS 2	5.04" X 10.94" X 1.81"
DMLE2882242UD	EMCOD MLE-UD ELECTRONIC DRIVER WITH WIRING COMPARTMENT.	3X96W	120-277V / 24V	FWD / REV PHASE / TRIAC / 0-10V / PWM	NEMA3R ENCLOSURE	UL CLASS 2	5.04" X 10.94" X 1.81"
DELV30124DJBX	MAGNITUDE SOLIDRIVE ELECTRONIC DRIVER WITH BUILT-IN JUNCTION BOX.	30W	120-277V / 24V	0-10V 1%	IP66	UL CLASS 2	12.1" X 2.36" X 1.4"
DELV30124D	MAGNITUDE SOLIDRIVE ELECTRONIC STANDALONE DRIVER. **UL LISTED ENCLOSURE PROVIDED BY OTHERS.**	30W	120-277V / 24V	0-10V 1%	IP66	UR CLASS 2	7.5" X 2.36" X 1.4"
DELV60124DJBX	MAGNITUDE SOLIDRIVE ELECTRONIC DRIVER WITH BUILT-IN JUNCTION BOX.	60W	120-277V / 24V	0-10V 1%	IP66	UL CLASS 2	12.1" X 2.36" X 1.4"
DELV60124D	MAGNITUDE SOLIDRIVE ELECTRONIC STANDALONE DRIVER. **UL LISTED ENCLOSURE PROVIDED BY OTHERS.**	60W	120-277V / 24V	0-10V 1%	IP66	UR CLASS 2	7.5" X 2.36" X 1.4"
DELV96124DJBX	MAGNITUDE SOLIDRIVE ELECTRONIC DRIVER WITH BUILT-IN JUNCTION BOX.	96W	120-277V / 24V	0-10V DIMMING 1%	IP66	UL CLASS 2	12.1" X 2.36" X 1.4"
DELV96124D	MAGNITUDE SOLIDRIVE ELECTRONIC STANDALONE DRIVER. **UL LISTED ENCLOSURE PROVIDED BY OTHERS.**	96W	120-277V / 24V	0-10V DIMMING 1%	IP66	UR CLASS 2	7.5" X 2.36" X 1.4"
PS060	LUTRON HI-LUME PREMIER 0.1% CONSTANT VOLTAGE DRIVER WITH UL LISTED ENCLOSURE	96W	UNIVERSAL 120-277 VAC	HI-LUM DIMMABLE 0.1%	IP20/NOM CERTIFIED	UL CLASS 2	10.5" x 5.5" x 2"[1]

[1] Dimensions include enclosure with mounting bracket.
* Constant voltage drivers 50/60HZ, voltage regulated with short circuit protection. Operating temperature -40 C- 80° C
* Installation of power supply must be compliant to Class 2 installation standards. Refer to NEC and local building code requirements.
* Consult factory for additional driver options (ie: DMX, DALI, wattage, size, shape, Lutron, ELDO, or others).

TARGETTI

BULLETTO

Max Fixtures Per Driver

Fixture Wattage	Driver Wattage				
	30W	60W	96W	100W	2X100W
10W	2	5	8	8	16
12W	2	4	7	7	14

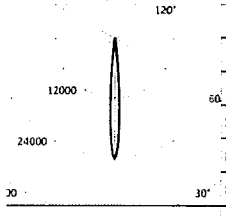
Driver Wattage	Watt	No. Fixtures	Voltage	18 AWG	16 AWG	14 AWG	12 AWG	10 AWG
30W Driver	10W	(1) 10W Fixture	24V DC	135 feet	215 feet	342 feet	544 feet	866 feet
	12W	(1) 12W Fixture	24V DC	135 feet	215 feet	342 feet	544 feet	866 feet
	20W	(2) 10W Fixtures	24V DC	75 feet	120 feet	190 feet	302 feet	480 feet
	24W	(2) 12W Fixtures	24V DC	67 feet	108 feet	171 feet	272 feet	432 feet
60W Driver	30W	(3) 10W Fixtures	24V DC	52 feet	82 feet	131 feet	209 feet	333 feet
	36W	(3) 12W Fixtures	24V DC	45 feet	72 feet	114 feet	181 feet	288 feet
	40W	(4) 10W Fixtures	24V DC	40 feet	63 feet	100 feet	160 feet	254 feet
	48W	(4) 12W Fixtures	24V DC	34 feet	54 feet	85 feet	136 feet	216 feet
	50W	(5) 10W Fixtures	24V DC	32 feet	51 feet	81 feet	130 feet	206 feet
96/100W Driver	60W	(5) 12W Fixtures	24V DC	27 feet	43 feet	68 feet	108 feet	173 feet
	60W	(6) 10W Fixtures	24V DC	27 feet	43 feet	68 feet	108 feet	173 feet
	72W	(6) 12W Fixtures	24V DC	22 feet	36 feet	57 feet	91 feet	144 feet
	70W	(7) 10W Fixtures	24V DC	22 feet	36 feet	57 feet	91 feet	144 feet
	84W	(7) 12W Fixtures	24V DC	19 feet	30 feet	48 feet	77 feet	123 feet
	80W	(8) 10W Fixtures	24V DC	20 feet	31 feet	50 feet	80 feet	127 feet

TARGETTI

BULLETTO

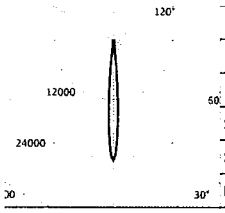
Photometry

NARROW SPOT



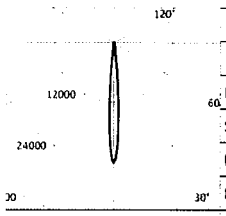
2700K		H(m)	D(m)	Emax(lx)
Ra84			8°	
Fixture Power	9W	1	0.15	13914
Source Flux	575lm	2	0.30	3478
Fixture Flux	435lm	3	0.44	1546
Efficacy	49lm/W	4	0.59	870
Imax	13914cd	5	0.74	557

TS1186 Imax=24196cd/klm



3000K		H(m)	D(m)	Emax(lx)
Ra84			8°	
Fixture Power	9W	1	0.15	15123
Source Flux	625lm	2	0.30	3781
Fixture Flux	473lm	3	0.44	1680
Efficacy	54lm/W	4	0.59	945
Imax	15123cd	5	0.74	605

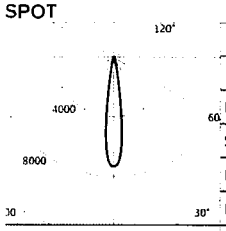
TS1186 Imax=24196cd/klm



3500K		H(m)	D(m)	Emax(lx)
Ra84			8°	
Fixture Power	9W	1	0.15	16182
Source Flux	669lm	2	0.30	4046
Fixture Flux	506lm	3	0.44	1798
Efficacy	58lm/W	4	0.59	1011
Imax	16182cd	5	0.74	647

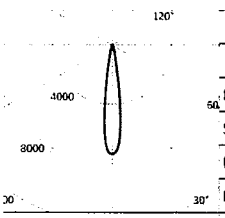
TS1186 Imax=24196cd/klm

SPOT



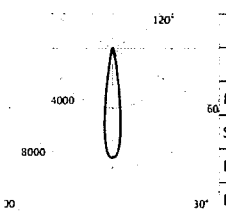
2700K		H(m)	D(m)	Emax(lx)
Ra84			15°	
Fixture Power	12W	1	0.27	7702
Source Flux	1056lm	2	0.54	1925
Fixture Flux	790lm	3	0.81	856
Efficacy	66lm/W	4	1.08	481
Imax	7702cd	5	1.35	308

TS1187 Imax=7292cd/klm



3000K		H(m)	D(m)	Emax(lx)
Ra84			15°	
Fixture Power	12W	1	0.27	8372
Source Flux	1148lm	2	0.54	2093
Fixture Flux	858lm	3	0.81	930
Efficacy	72lm/W	4	1.08	523
Imax	8372cd	5	1.35	335

TS1187 Imax=7292cd/klm

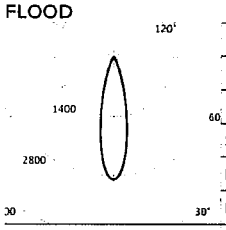


3500K		H(m)	D(m)	Emax(lx)
Ra84			15°	
Fixture Power	12W	1	0.27	8958
Source Flux	1228lm	2	0.54	2239
Fixture Flux	918lm	3	0.81	995
Efficacy	77lm/W	4	1.08	560
Imax	8958cd	5	1.35	358

TS1187 Imax=7292cd/klm

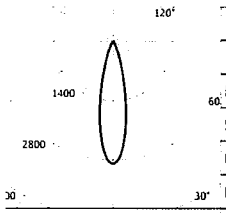
Photometry Cont.

FLOOD



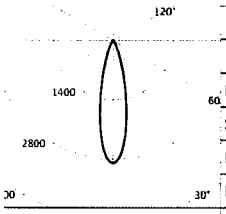
2700K		H(m)	D(m)	Emax(lx)
Ra84			24°	
Fixture Power	12W	1	0.43	3045
Source Flux	1056lm	2	0.85	761
Fixture Flux	747lm	3	1.28	338
Efficacy	62lm/W	4	1.71	190
Imax	3045cd	5	2.14	122

TS1188 Imax=2883cd/klm



3000K		H(m)	D(m)	Emax(lx)
Ra84			24°	
Fixture Power	12W	1	0.43	3309
Source Flux	1148lm	2	0.85	827
Fixture Flux	812lm	3	1.28	368
Efficacy	68lm/W	4	1.71	207
Imax	3309cd	5	2.14	132

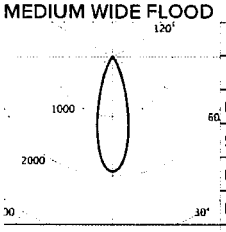
TS1188 Imax=2883cd/klm



3500K		H(m)	D(m)	Emax(lx)
Ra84			24°	
Fixture Power	12W	1	0.43	3541
Source Flux	1228lm	2	0.85	885
Fixture Flux	868lm	3	1.28	393
Efficacy	72lm/W	4	1.71	221
Imax	3541cd	5	2.14	142

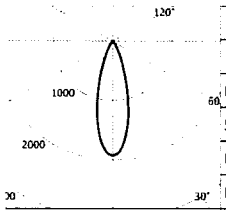
TS1188 Imax=2883cd/klm

MEDIUM WIDE FLOOD



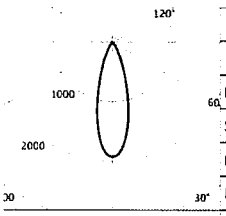
2700K		H(m)	D(m)	Emax(lx)
Ra84			31°	
Fixture Power	12W	1	0.55	2024
Source Flux	1056lm	2	1.09	506
Fixture Flux	753lm	3	1.64	225
Efficacy	63lm/W	4	2.18	126
Imax	2024cd	5	2.73	81

TS1189 Imax=1916cd/klm



3000K		H(m)	D(m)	Emax(lx)
Ra84			31°	
Fixture Power	12W	1	0.55	2200
Source Flux	1148lm	2	1.09	550
Fixture Flux	819lm	3	1.64	244
Efficacy	68lm/W	4	2.18	137
Imax	2200cd	5	2.73	88

TS1189 Imax=1916cd/klm



3500K		H(m)	D(m)	Emax(lx)
Ra84			31°	
Fixture Power	12W	1	0.55	2354
Source Flux	1228lm	2	1.09	588
Fixture Flux	876lm	3	1.64	262
Efficacy	73lm/W	4	2.18	147
Imax	2354cd	5	2.73	94

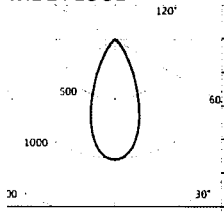
TS1189 Imax=1916cd/klm

TARGETTI

BULLETTO

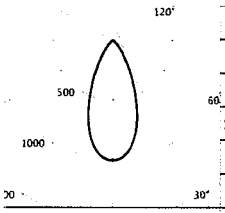
Photometry Cont.

WIDE FLOOD



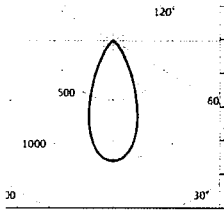
2700K		H(m)	D(m)	Emax(lx)
Ra84			44°	
Fixture Power	12W	1	0.82	1065
Source Flux	1056lm	2	1.63	266
Fixture Flux	737lm	3	2.45	118
Efficacy	61lm/W	4	3.27	67
Imax	1065cd	5	4.08	43

TS1190 Imax=1009cd/klm



3000K		H(m)	D(m)	Emax(lx)
Ra84			44°	
Fixture Power	12W	1	0.82	1158
Source Flux	1148lm	2	1.63	290
Fixture Flux	801lm	3	2.45	129
Efficacy	67lm/W	4	3.27	72
Imax	1158cd	5	4.08	46

TS1190 Imax=1009cd/klm



3500K		H(m)	D(m)	Emax(lx)
Ra84			44°	
Fixture Power	12W	1	0.82	1239
Source Flux	1228lm	2	1.63	310
Fixture Flux	858lm	3	2.45	138
Efficacy	71lm/W	4	3.27	77
Imax	1239cd	5	4.08	50

TS1190 Imax=1009cd/klm

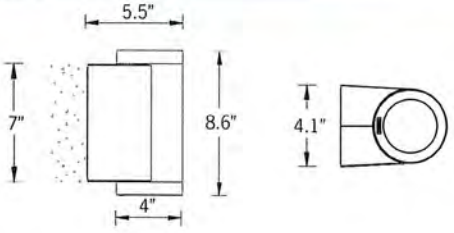
UMV-30041

Marvik 5 Surface Up/Downlight

LIGMAN LIGHTING USA



2x13w COB 2x1245 Lumens
IP65 • Suitable For Wet Locations
IK08 • Impact Resistant (Vandal Resistant)
Weight 6 lbs





Mounting Detail

Construction

Aluminum
Less than 0.1% copper content – Marine Grade 6060 extruded & LM6 Aluminum High Pressure die casting provides excellent mechanical strength , clean detailed product lines and excellent heat dissipation.

Pre paint
8 step degrease and phosphate process that includes deoxidizing and etching as well as a zinc and nickel phosphate process before product painting.

Memory Retentive -Silicon Gasket
Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets. Maintains the gaskets exact profile and seal over years of use and compression.

Thermal management
LM6 Aluminum is used for its excellent mechanical strength and thermal dissipation properties in low and high ambient temperatures. The superior thermal heat sink design by Ligman used in conjunction with the driver, controls thermals below critical temperature range to ensure maximum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

Surge Suppression
Standard 10kv surge suppressor provided with all fixtures.

BUG Rating
B1 - U5 - G0

Finishing
All Ligman products go through an extensive finishing process that includes fettling to improve paint adherence.

Paint
UV Stabilized 4.9Mil thick powder coat paint and baked at 200 Deg C. This process ensures that Ligman products can withstand harsh environments. Rated for use in natatoriums.

Inspired by Nature Finishes
The Inspired by nature Finishing is a unique system of decorative powder coating. Our metal decoration process can easily transform the appearance of metal or aluminum product into a wood grain finish.

This patented technology enables the simulation of wood grain, and even marble or granite finish through the use of decorative powder coating.

The wood grain finish is so realistic that it's almost undistinguishable from real wood, even from a close visual inspection. The system of coating permeates the entire thickness of the coat and as a result, the coating cannot be removed by normal rubbing, chipping, or scratching.

The Coating Process
After pre-treatment the prepared parts are powder coated with a specially formulated polyurethane powder. This powder provides protection against wear, abrasion, impact and corrosion and acts as the relief base color for the finalized metal decoration.

The component is then wrapped with a sheet of non-porous film with the selected decoration pattern printed on it using special high temperature inks.

This printed film transfer is vacuum-sealed to the surface for a complete thermo print and then transferred into a customized oven. The oven transforms the ink into different forms within the paint layer before it becomes solid. Finally, the film is removed, and a vivid timber look on aluminum remains.

Wood grain coating can create beautiful wood-looking products of any sort. There are over 300 combinations of designs currently in use. Wood grains can be made with different colors, designs, etc.

Our powder coatings are certified for indoor and outdoor applications and are backed by a comprehensive warranty. These coatings rise to the highest conceivable standard of performance excellence and design innovation.

Added Benefits
- Resistance to salt-acid room, accelerated aging
- Boiling water, lime and condensed water resistant
- Anti-Graffiti, Anti-Slip, Anti-Microbial, Anti-Scratch
- Super durable (UV resistant)
- TGIC free (non-toxic)

Hardware
Provided Hardware is Marine grade 316 Stainless steel.

Anti Seize Screw Holes
Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture.

Crystal Clear Low Iron Glass Lens
Provided with tempered, impact resistant crystal clear low iron glass ensuring no green glass tinge.

Optics & LED
Precise optic design provides exceptional light control and precise distribution of light.
LED CRI > 80

Lumen - Maintenance Life
L80 /B10 at 50,000 hours (This means that at least 90% of the LED still achieve 80% of their original flux)

Cylindrical, single or double-sided wall family. Compact and decorative appearance belies powerful outputs and technical optics for perfect task illumination

A stunning new waterproof & dust proof wall cylinder range, designed with no visible fasteners, a one-piece body and integrated driver housing.
This smart mechanical modern designed luminaire with cylindrical body provides a stylish solution to wall mounted cylinders.

This innovative design houses a variety of COB wattages to suit designer's specific requirements as well as a selction of field interchangeable reflector optics, that include narrow, medium, wide and very wide distributions. This series is available in 3 different diameters, namely 3", 4" & 6" to suit lighting design requirements.

These luminaires are suitable for various facade lighting requirements along with accent lighting, building columns and architectural highlighting etc. The Marvik 1 protrudes 4" from the wall, making this product suitable for ADA applications.

This luminaire range can be provided with a bayonet lock baffle to reduce glare, as well as a frosted lens option. The SCE surface conduit entry box option can be provided as an option for an attractive solution to surface conduit entry.

Ligman can also provide custom made boxes to fit on a round surface like a column, pillar or pole.

Additional Options (Consult Factory For Pricing)



SCDT
Surface Conduit Decorative Trim



RPA
Round Pole Adapter



B
Baffle



Ligman Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology data and components may change without notice.

UMV-30041

Marvik 5 Surface Up/Downlight

LIGMAN LIGHTING USA

PROJECT		DATE	
QUANTITY		TYPE		NOTE	

ORDERING EXAMPLE || UMV - 30041 - 2x13w - M - N - W30 - 02 - 120/277v - Options

UMV-30041						
	LAMP	BEAM UP	BEAM DOWN	LED COLOR	FINISH COLOR	VOLTAGE

LAMP
- 2x13w COB
- 2x1245 Lumens

BEAM UP
- N - Narrow 14°
- M - Medium 28°
- W - Wide 48°

BEAM DOWN
- N - Narrow 14°
- M - Medium 28°
- W - Wide 48°

LED COLOR
- W27 - 2700K
- W30 - 3000K
- W35 - 3500K
- W40 - 4000K

FINISH COLOR
- 01 - BLACK RAL 9011
- 02 - DARK GREY RAL 7043
- 03 - WHITE RAL 9003
- 04 - METALLIC SILVER RAL 9006
- 05 - MATTE SILVER RAL 9006
- 06 - LIGMAN BRONZE
- 07 - CUSTOM RAL

INSPIRED BY NATURE FINISHES
- SW01 - OAK FINISH
- SW02 - WALNUT FINISH
- SW03- PINE FINISH
- DF - DOUGLAS FIR FINISH
- CW - CHERRY WOOD FINISH
- NW - NATIONAL WALNUT FINISH
- SU01 - CONCRETE FINISH
- SU02 - SOFTSCAPE FINISH
- SU03 - STONE FINISH
- SU04 - CORTEN FINISH

THERE IS AN ADDITIONAL COST FOR THESE FINISHES

VOLTAGE
- 120/277v
- Other - Specify

ADDITIONAL OPTIONS
- NAT - Natatorium Rated
- 4MP - 4" Mounting Plate
- DIM - 0-10v Dimming
- SCDT - Surface Conduit Decorative Trim
- RPA - Round Pole Adapter
- B - Baffle
- AMB - Turtle Friendly Amber LED

More Custom Finishes Available Upon Request

Consult factory for pricing and lead times





Actual: Inspired by Nature Finish [Two-Tone]

Ligman Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology data and components may change without notice.

Intertek

Marvik Product Family



Marvik 1

- UMV-30001-11w-976lm
- UMV-30002-20w-1674lm



Marvik 2

- UMV-30011-20w-1802lm
- UMV-30012-27w-2387lm
- UMV-30013-10w-893lm



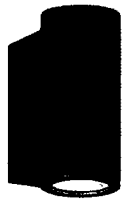
Marvik 3

- UMV-30021-40w-3795lm
- UMV-30022-48w-4622lm
- UMV-30023-20w-1627lm



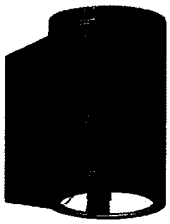
Marvik 4

- UMV-30031-2x11w-2x976lm



Marvik 5

- UMV-30041-2x13w-2x1245lm
- UMV-30042-2x10w-2x893lm



Marvik 6

- UMV-30051-2x26w-2x2722lm
- UMV-30052-2x20w-2x1627lm

ULEE-30011

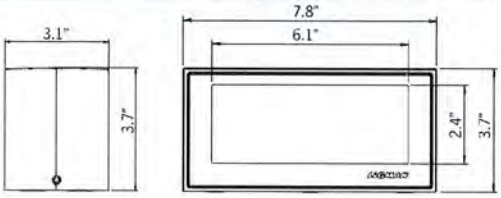
Leeds 4 Medium Surface Downlight

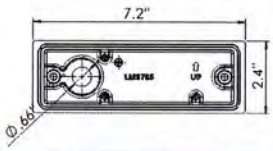
microVos TECHNOLOGY

LIGMAN LIGHTING USA



14w LED 1660 Lumens
IP65 • Suitable For Wet Locations
IK07 • Impact Resistant
Weight 3.3 lbs



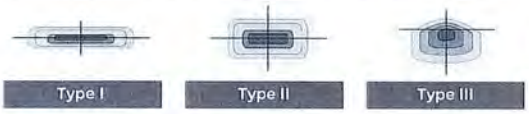


Mounting Detail

4" junction box cover plate is available as an option

microVos TECHNOLOGY

Ligman's micro Variable Optical System provides the ability to interchange, mix & rotate optics to provide specific light distributions for optimized spacing and uniformity.

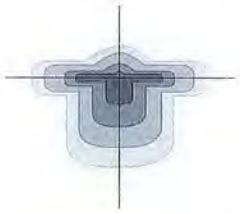


Type I | Type II | Type III



Type IV | Type V

The variable optic system allows for the designer to create hybrid distributions for precise lighting requirements.



HYBRID
TYPE I & TYPE IV

Construction

Aluminum
Less than 0.1% copper content - Marine Grade 6060 extruded & LM6 Aluminum High Pressure die casting provides excellent mechanical strength , clean detailed product lines and excellent heat dissipation.

Pre paint
8 step degrease and phosphate process that includes deoxidizing and etching as well as a zinc and nickel phosphate process before product painting.

Memory Retentive -Silicon Gasket
Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets. Maintains the gaskets exact profile and seal over years of use and compression.

Thermal management
LM6 Aluminum is used for its excellent mechanical strength and thermal dissipation properties in low and high ambient temperatures. The superior thermal heat sink design by Ligman used in conjunction with the driver, controls thermals below critical temperature range to ensure maximum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

Surge Suppression
Standard 10kv surge suppressor provided with all fixtures.

BUG Rating
Contact Factory

Finishing
All Ligman products go through an extensive finishing process that includes fettling to improve paint adherence.

Paint
UV Stabilized 4.9Mil thick powder coat paint and baked at 200 Deg C. This process ensures that Ligman products can withstand harsh environments. Rated for use in natatoriums.

Inspired by Nature Finishes
The Inspired by nature Finishing is a unique system of decorative powder coating. Our metal decoration process can easily transform the appearance of metal or aluminum product into a wood grain finish.

This patented technology enables the simulation of wood grain, and even marble or granite finish through the use of decorative powder coating.

The wood grain finish is so realistic that it's almost undistinguishable from real wood, even from a close visual inspection. The system of coating permeates the entire thickness of the coat and as a result, the coating cannot be removed by normal rubbing, chipping, or scratching.

The Coating Process
After pre-treatment the prepared parts are powder coated with a specially formulated polyurethane powder. This powder provides protection against wear, abrasion, impact and corrosion and acts as the relief base color for the finalized metal decoration.

The component is then wrapped with a sheet of non-porous film with the selected decoration pattern printed on it using special high temperature inks.

This printed film transfer is vacuum-sealed to the surface for a complete thermo print and then transferred into a customized oven. The oven transforms the ink into different forms within the paint layer before it becomes solid. Finally, the film is removed, and a vivid timber look on aluminum remains.

Wood grain coating can create beautiful wood-looking products of any sort. There are over 300 combinations of designs currently in use. Wood grains can be made with different colors, designs, etc.

Our powder coatings are certified for indoor and outdoor applications and are backed by a comprehensive warranty. These coatings rise to the highest conceivable standard of performance excellence and design innovation.

Added Benefits
- Resistance to salt-acid room, accelerated aging
- Boiling water, lime and condensed water resistant
- Anti-Graffiti, Anti-Slip, Anti-Microbial, Anti-Scratch
- Super durable (UV resistant)
- TGIC free (non-toxic)

Hardware
Provided Hardware is Marine grade 316 Stainless steel.

Anti Seize Screw Holes
Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture.

Crystal Clear Low Iron Glass Lens
Provided with tempered, impact resistant crystal clear low iron glass ensuring no green glass tinge.

Optics & LED
Precise optic design provides exceptional light control and precise distribution of light. LED CRI > 80

Lumen - Maintenance Life
L80 /B10 at 50,000 hours (This means that at least 90% of the LED still achieve 80% of their original flux)

Clean, beautiful, surface wall fixtures with class leading performance. Minimalist form, yet the most powerful and flexible lighitng tool of its type, offering packages up to 4000 lumens and microVos technology.

A range of small, square and rectangular, ADA compliant wall mounted luminaires with options of upward or downward light distributions. Ideally suited to illuminate the wall and surfaces in front of wall and for light accents on vertical surfaces using high efficiency LED's. The Leeds is suitable for indoor and outdoor applications and provides a clean, visually appealing solution for small, unobtrusive wall mounted luminaires.

This luminaire is available in 3 different sizes and in combinations of down, up or up/down light distributions.

This fixture utilizes microVos technology, meaning the ability to do Type I,II,III,IV & V distributions as well as hybrid distributions to suit the designer's requirements.

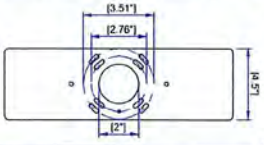
Using the microVos optics allows for very wide spacing to mounting height ratios, while still providing perfect uniformity and code compliant light levels.

The Leeds has been IDA Dark Sky certified for cct's of 3000K or lower.

Additional Options (Consult Factory For Pricing)

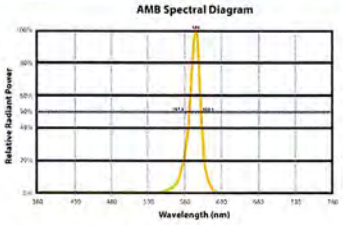


SCDT
Surface Conduit Decorative Trim



4MP
4" Octagonal
J-Box Mounting Plate

CITY OF FLAGSTAFF & TURTLE FRIENDLY COMPLIANT



Narrow-Spectrum Amber LEDs
Peak wavelength between 585 & 595 nanometers and a full width of 50% power no greater than 15 nanometers.

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ULEE-30011

Leeds 4 Medium Surface Downlight

microVos TECHNOLOGY

LIGMAN LIGHTING USA

PROJECT		DATE	
QUANTITY		TYPE		NOTE	

ORDERING EXAMPLE || ULEE - 30011 - 14w - T2 - W30 - 02 - 120/277v - Options

ULEE-30011					
	LAMP	BEAM	LED COLOR	FINISH COLOR	VOLTAGE
	14w LED 1660 Lumens	T1 - Type I Distribution T2 - Type II Distribution T3 - Type III Distribution T4 - Type IV Distribution M - Medium 30° W - Wide 56° EW - Extra Wide 110°x103°	W27 - 2700K W30 - 3000K W35 - 3500K W40 - 4000K	01 - BLACK RAL 9011 02 - DARK GREY RAL 7043 03 - WHITE RAL 9003 04 - METALLIC SILVER RAL 9006 05 - MATTE SILVER RAL 9006 06 - LIGMAN BRONZE 07 - CUSTOM RAL	120v/277v Other - Specify

INSPIRED BY NATURE FINISHES

SW01 - OAK FINISH
SW02 - WALNUT FINISH
SW03- PINE FINISH
DF - DOUGLAS FIR FINISH
CW - CHERRY WOOD FINISH
NW - NATIONAL WALNUT FINISH
SU01 - CONCRETE FINISH
SU02 - SOFTSCAPE FINISH
SU03 - STONE FINISH
SU04 - CORTEN FINISH

THERE IS AN ADDITIONAL COST FOR THESE FINISHES

ADDITIONAL OPTIONS

NAT - Natatorium Rated
SCDT - Surface Conduit Decorative Trim
F - Frosted Lens
4MP - 4" Octagonal J-Box Mounting Plate
AMB - Turtle Friendly Amber LED

More Custom Finishes Available Upon Request

Consult factory for pricing and lead times

Oak
Cherry
Beech
Carbon
Walnut
Chestnut
Bamboo
Galvanized
Pine
Mahogany
Birch
Steel



Example: Inspired by Nature Finish

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Intertek

Leeds Product Family



Leeds 1 - Up/Down

- ULEE-30031-2x5.5w-2x570lm



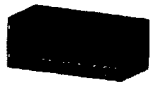
Leeds 2 - Down

- ULEE-30001-5.5w-570lm



Leeds 3 - Up/Down

- ULEE-30041-2x14w-2x1660lm



Leeds 4 - Down

- ULEE-30011-14w-1660lm



Leeds 5 - Up/Down

- ULD-30051-2x20w-2x2422lm



Leeds 6 - Down

- ULEE-30021-20w-2422lm

ALPHABET

Alphabet by Ledra Brands, Inc. | 88 Maxwell Irvine, CA 92618 | PH: 714.259.9959 FAX: 714.259.9969 | AlphabetLighting.com

JOB NAME

CONTACT

ORDERING CODE

ECO NU4" Round Downlight

LM-79

COB

LUTRON GEM ADVANTAGE ACCOUNT

eldoLED





Trim



Trimless



Trimless Millwork

DESCRIPTION

The EcoNU4RD is an economical and highly efficient spec grade 4" recessed downlight with thoughtful construction and pleasing aesthetics. Offered standard with premium dimming using EldoLED 1% flicker free drivers 120V-277V universal voltage. Also offered 347V. Several beam angles available, plus an optional high-efficiency BrightView diffused lens for smooth light distribution and obscured LED image.

For the trim version, a minimalistic look is achieved with an ultrathin 1/16" trim that is only 5/16" wide. Color choices of both trim and bezel are offered for a customized look. For the trimless version, a perforated, mud up, regressed trim assembly provides for clean, trim free installation. Perforated mud frame's integrated lip helps guide the joint compound creating a sharp and clean opening.

HOUSING

Electrocoated 16-gauge cold-rolled steel provides enhanced structural reinforcement and rust prevention. Superior, UL-certified, injection-molded commercial-grade Lexan™ (PC) is used for the frame and regressed bezel trim. Lexan provides unmatched durability and impact resistance, and is tested for UV resistance and water exposure in outdoor applications. Alternative high-grade die-cast aluminum alloy trim and bezel that has superior corrosion resistance properties, combined with a smooth aesthetic finish consistently meeting stringent performance criteria. The thermally-advanced, anodized heat sink uses 6063 aluminum alloy. Wet location rated is offered standard. A 90-minute constant-power IOTA emergency battery backup is available.

MOUNTING

An advanced mounting system allows for quick and secure installation with LED and driver serviceability from below the ceiling. The LED assembly uses die-cast aluminum mounting clamp grips (MCG) that swing out to tighten onto variable ceiling thicknesses. Integrated rubber feet on each MCG provide a non-slip vibration-resistant installation. The hidden MCG system is accessible from below ceiling by removing the snap-in lens/ bezel assembly with either the included suction cup or a screwdriver blade. Integrated bar hangers feature integral toothed nails, T-bar mounting slots with locking holes, tabs for joist positioning. Retrofit mounting option allows for installation from below ceiling by use of compact driver box. No risk damaging LED or bezel assembly during installation, these are installed during last steps. Fixture and driver are easily removed for servicing after install without damaging drywall.

MOUNTING DIMENSIONS	CEILING THICKNESS	CEILING CUTOUT
Trim	1/8" to 1-5/8"	4-3/8" diameter
Trimless	3/8" to 1-3/4"	4-1/2" diameter
Millwork (Trimless)	1/2" to 1-3/4"	4-3/8" diameter

New Construction Bar Hangers (included)	Mounting Length: 14-3/4" to 26"
Extension Kit p/n. K20266 (ordered separately, 1 per fixture)	*Extends a pair of Bar Hangers* Total Mounting Length: 29" to 48"

LISTINGS

- ETLus Listed to UL1598, cETL Listed to CSA C22.2 #250.0
- IP65 with lens - Suitable for wet locations with lens - Suitable for damp locations without lens
- Non-conductive, Lexan dead-front construction
- Made in the USA - meets the requirements of the Buy American provision within the ARRA

RATINGS / CERTIFICATIONS	NC	RET	IC	ICAT	CP
Type non-IC	✔	✔			
Type IC			✔	✔	✔
Chicago Plenum (CCEA)					✔
Suitable for air handling plenums				✔	✔
Reduced airflow (with lens) ASTM E283	✔	✔	✔	✔	✔

LED INFO

- 90 CRI: SDCM = 2-step MacAdam Ellipse, Lumen Maintenance: L_{70} > 49,500 hrs
- 80 CRI: SDCM = 3-step MacAdam Ellipse, Lumen Maintenance: L_{70} > 49,500 hrs

ORDERING CODE

SERIES	NU4	
TYPE	RD	round downlight
	RDT	round downlight trimless
	RDM	round downlight metal
	RDTMW	round downlight trimless millwork
LED	SW	static white
DELIVERED LUMENS	07LM	560 lm
	10LM	800 lm
	13LM	1040 lm
	15LM	1200 lm
	20LM	1600 lm
	25LM	2000 lm
	30LM	2400 lm
	40LM	3000 lm
	Calculated Delivered Lumens = (Delivered Lumen Value) x (CCT Multiplier) x (Reflector Multiplier) Standard Configuration: 3000K 80CRI WH70	
CCT	22K	2200K
	27K	2700K
	30K	3000K
	35K	3500K
	40K	4000K
	50K	5000K

CCT	2200K	2700K	3000K	3500K	4000K	5000K
CRI	80+ 90+	80+ 90+	80+ 90+	80+ 90+	80+ 90+	80+ 90+
CCT MULTIPLIER FOR LUMEN OUTPUT	0.85 N/A	0.96 0.81	1.00 0.84	1.01 0.85	1.03 0.87	1.04 N/A

CRI	80	80 CRI
	90[1]	90 CRI
REFLECTOR & LM MULTIPLIER	HE40	40° high efficiency diffused lens (0.96)
	HE60	60° high efficiency diffused lens (0.96)
	HE70	70° high efficiency diffused lens (0.92)
	SS30	30° semi-specular with clear lens (0.90)
	SS40	40° semi-specular with clear lens (0.82)
	SS60	60° semi-specular with clear lens (0.94)
	D40	40° diffused with clear lens (0.86)
	D50	50° diffused with clear lens (0.90)
	D60	60° diffused with clear lens (0.90)
	WH70	70° brilliant white with clear lens (1.00) 10° narrow beam angle, see page 2 for details
NO LENS OPTION	NL[2]	no lens
ACCESSORIES	HCL[3]	honeycomb louver
VOLTAGE	120	120V
	UNV	120V-277V
	347[10]	347V
DIMMING	10V[4]	standard 0-10V dimming to 1%
	DIM10[4]	eldoLED flicker free 0-10V dimming to 1%
	DIM10Z[4]	eldoLED flicker free 0-10V dimming to 0%
	DALI[4]	eldoLED flicker free DALI dimming to 1%
	DALIZ[4]	eldoLED flicker free DALI dimming to 0%
	DMXZ	DMX dim to zero
	LTE[5,11]	Lutron Hi-lume 2-Wire (Triac) dimming to 1%
	LUT	Lutron Hi-lume Ecosystem dimming to 1%, Soft-on & Fade-to-Black
	LUTP[7]	Lutron Hi-lume Premier Ecosystem dimming to 0.1%, Soft-on & Fade-to-Black
	ELV[5,11]	leading & trailing edge (Triac/ELV) dimming to < 10%
	ELV1[5,11]	leading & trailing edge (Triac/ELV) dimming to 1%
MOUNTING OPTIONS	NC	new construction with ceiling fitting plate
	IC[2]	insulation contact housing
	ICAT[2]	insulation contact/airtight housing
	CP[2]	chicago plenum housing
	RET	retrofit, no ceiling fitting plate
TRIM COLOR	BK	black
	WH	white
	MC	matte chrome
	BZ	bronze
	WT	wheat
	Not applicable to trimless option. Do not include in trimless ordering code	
BEZEL COLOR	BK	black
	WH	white
	MC	matte chrome
	BZ	bronze
	WT	wheat
ELECTRICAL OPTIONS	EM7[6]	emergency battery backup, 90 minutes at 7 watts to LED
	EM12[6]	emergency battery backup, 90 minutes at 12 watts to LED

ORDERING CODE

Follow the steps to specify your fixture, example:
NU4 - RD - SW - 10LM - 35K - 90 - D50 - 120 - DIM10 - NC - WH - WH - EM7

SW (LED)	POWER
DELIVERED LM	W (80/90 CRI)
560	7
800	9
1040	12
1200	14
1600	16
2000	20
2400	24
3000	32

Power Factor ≥ 0.9

NOTES

1. 90 CRI not available in 2200K or 5000K.
2. IC/ICAT/CP not available in 40LM.
3. "No lens" option available for SS30, SS40, SS60, D40, D50, D60, or WH70 and is damp location rated.
4. Driver uses logarithmic dimming curve as standard. For linear dimming curve add "LIN" after dimming code, i.e. DIM10LIN.
5. Triac/ELV dimming and LTE available in 120V only.
6. For integrated test switch add "ITS" after emergency backup code, i.e. EM12ITS. Test switch is mounted in the bezel of the fixture. Not available for RDM.
7. LUTP not available in 25LM, 30LM or 40LM.
8. 10V dimming not available in 07LM and 10LM.
9. HCL not available with lens. Multiply delivered lumens by (0.78) and beam spread by (0.69) when honeycomb louver is chosen.
10. DIM10 offered in 347V using a dedicated 347V Osram 0-10V 1% Driver. All other dimming options are offered in 347V using a miniature Step-Down Transformer integrated with the Electrical Box. Triac and ELV dimming are not available.
11. ELV, ELV1 and LTE not available in 07LM.

10° NARROW BEAM - ORDERING CODE

SERIES	NU4	
TYPE	RD	round downlight
	RDT	round downlight trimless
	RDM	round downlight metal
	RDTMW	round downlight trimless millwork
LED	SW	static white
DELIVERED LUMENS	07LM	550 lm
	10LM	740 lm
	13LM	1010 lm
	15LM	1145 lm
	20LM	1525 lm
	25LM	1900 lm
	30LM	2285 lm
	Calculated Delivered Lumens = [Delivered Lumen Value] x [CCT Multiplier] Standard Configuration: 3000K 80CRI	
CCT	22K	2200K
	27K	2700K
	30K	3000K
	35K	3500K
	40K	4000K
	50K	5000K

CCT	2200K		2700K		3000K		3500K		4000K		5000K	
CRI	80+	90+	80+	90+	80+	90+	80+	90+	80+	90+	80+	90+
CCT MULTIPLIER FOR LUMEN OUTPUT	0.85	N/A	0.95	0.81	1.00	0.81	1.01	0.85	1.02	0.87	1.01	N/A

CRI	80	80 CRI
	90[1]	90 CRI
REFLECTOR	S10	10° specular with clear lens
NO LENS OPTION	NL	no lens
ACCESSORIES	HCL[8]	honeycomb louver
VOLTAGE	120	120V
	UNV	120V-277V
	347[7]	347V
DIMMING	10V[6]	standard 0-10V dimming to 1%
	DIM10[2]	eldoLED flicker free 0-10V dimming to 1%
	DIM10Z[2]	eldoLED flicker free 0-10V dimming to 0%
	DALI[2]	eldoLED flicker free DALI dimming to 1%
	DALIZ[2]	eldoLED flicker free DALI dimming to 0%
	DMXZ	DMX dim to zero
	LTE[3,9]	Lutron Hi-lume 2-Wire (Triac) dimming to 1%
	LUT	Lutron Hi-lume Ecosystem dimming to 1%, Soft-on & Fade-to-Black
	LUTP[5]	Lutron Hi-lume Premier Ecosystem dimming to 0.1%, Soft-on & Fade-to-Black
	ELV[3,9]	leading & trailing edge (Triac/ELV) dimming to < 10%
	ELV1[3,9]	leading & trailing edge (Triac/ELV) dimming to 1%
MOUNTING OPTIONS	NC	new construction with ceiling fitting plate
	IC[10]	insulation contact housing
	ICAT[10]	insulation contact/airtight housing
	CP[10]	chicago plenum housing
	RET	retrofit, no ceiling fitting plate
TRIM COLOR	BK	black
	WH	white
	MC	matte chrome
	BZ	bronze
	WT	wheat
	Not applicable to trimless option. Do not include in trimless ordering code.	
BEZEL COLOR	BK	black
	WH	white
	MC	matte chrome
	BZ	bronze
	WT	wheat
ELECTRICAL OPTIONS	EM7[4]	emergency battery backup, 90 minutes at 7 watts to LED
	EM12[4]	emergency battery backup, 90 minutes at 12 watts to LED

ORDERING CODE

Follow the steps to specify your fixture, example:
NU4 - RD - SW - 10LM - 35K - 90 - S10 - 120 - DIM10 - NC - WH - WH - EM7

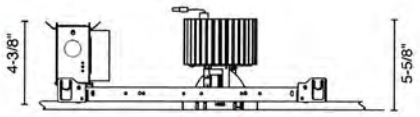
SW (LED)	POWER	
DELIVERED LM	W (80 CRI)	W (90 CRI)
550	7	9
740	9	11
1010	11	13
1145	13	15
1525	17	22
1900	23	27
2285	29	34

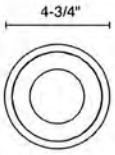
Power Factor ≥ 0.9

NOTES
1. 90 CRI not available in 2200K or 5000K.
2. Driver uses logarithmic dimming curve as standard. For linear dimming curve add "LIN" after dimming code. i.e. DIM10LIN.
3. Triac/ELV dimming and LTE available in 120V only.
4. For integrated test switch add "ITS" after emergency backup code, i.e. EM12ITS. Test switch is mounted in the bezel of the fixture. Not available for RDM.
5. LUTP not available in 25LM or 30LM.
6. 10V dimming not available in 07LM and 10LM.
7. DIM10 offered in 347V using a dedicated 347V Osram 0-10V 1% Driver. All other dimming options are offered in 347V using a miniature Step-Down Transformer integrated with the Electrical Box. Triac and ELV dimming are not available.
8. HCL not available with lens. Multiply delivered lumens by (0.78) and beam spread by (0.80) when honeycomb louver is chosen.
9. ELV, ELV1 and LTE not available in 07LM.
10. IC/ICAT/CP not available in 30LM.

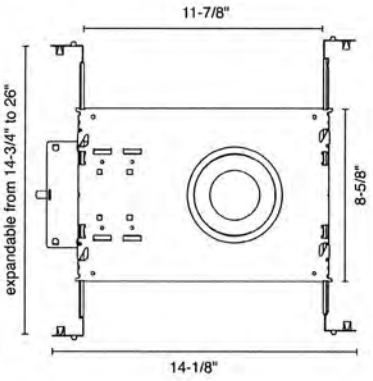
MOUNTING OPTIONS

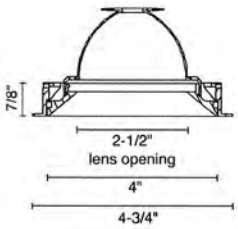
NC - NEW CONSTRUCTION
TRIM





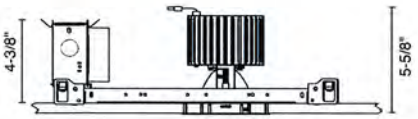
ceiling cutout
4-3/8" diameter





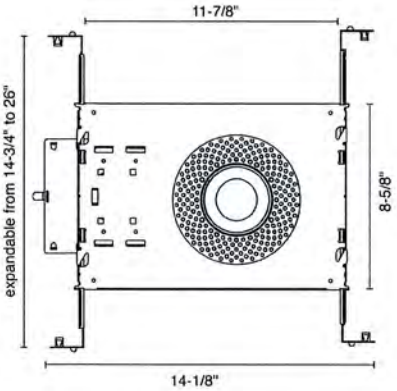
aperture dimensions

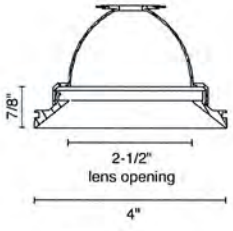
NC - NEW CONSTRUCTION
TRIMLESS





ceiling cutout
4-1/2" diameter





aperture dimensions



1. Fasten mud frame to ceiling.



2. Insert protective cover (included). Apply joint compound over the mud frame.



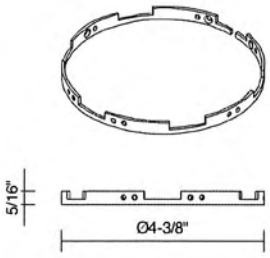
3. Install LED assembly.



4. Install bezel.

MOUNTING OPTIONS (CONTINUED)

RDTMW – MILLWORK
TRIMLESS

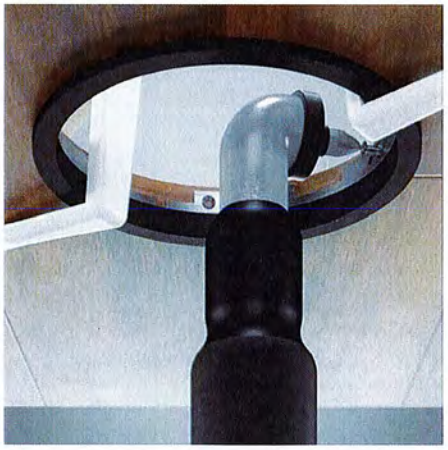


Millwork Mounting Bracket

NOTES
1 Ceiling cutout 4-3/8".
2 Millwork Mounting Bracket & Mounting Screws are included with each Luminaire.
3 One Plastic Spacer and two C-Clamps are included with each order.
4 Refer to Installation Instructions for further details.



1. Insert Millwork Mounting Bracket using the included Plastic Spacer for proper depth positioning.



2. Use the included C-Clamps to temporarily hold the Plastic Spacer in position. Fasten the included wood screws into the Mounting Bracket using a right-angle impact driver (supplied by others).



3. Remove Plastic Spacer.



4. Install Luminaire.

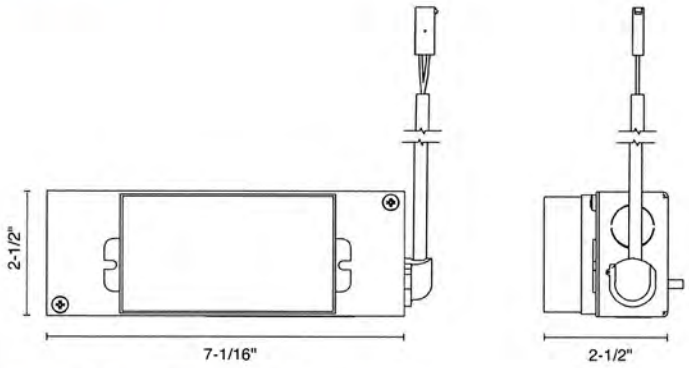


5. Insert Bezel to finish the installation.

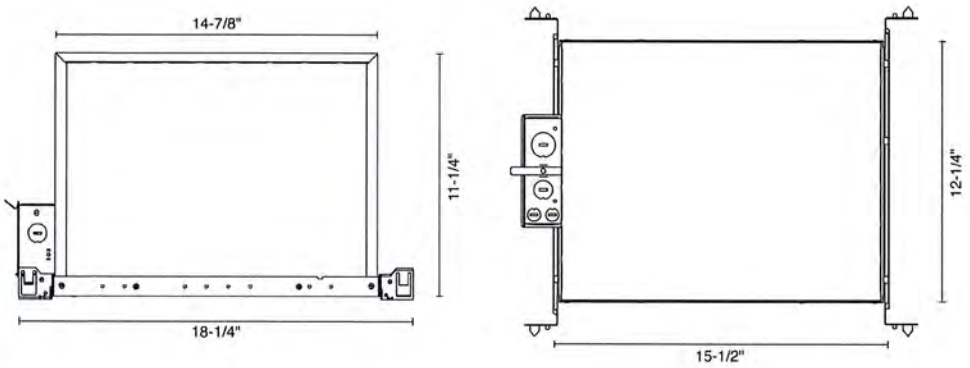


MOUNTING OPTIONS (CONTINUED)

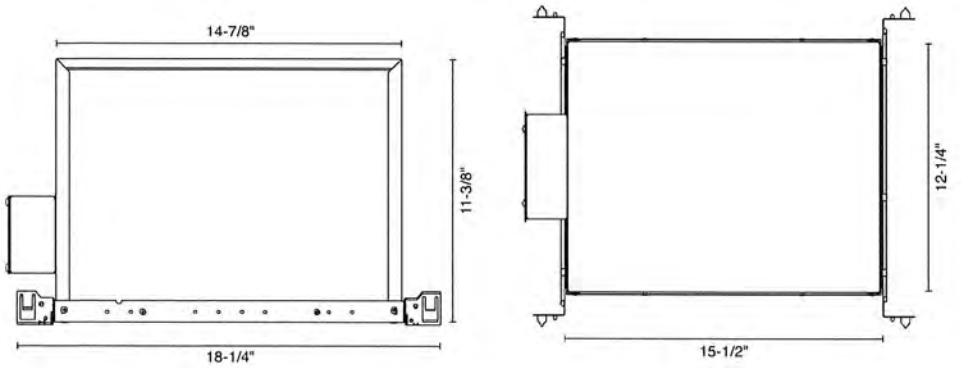
RET - RETROFIT
TRIM/TRIMLESS



IC[1] - INSULATION CONTACT HOUSING
TRIM/TRIMLESS



CP - CHICAGO PLENUM
ICAT - INSULATION CONTACT / AIR TIGHT
TRIM/TRIMLESS



NOTES

1 Consult factory for smaller IC Housings when selecting lower lumen packages.

EXHIBIT C

FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION

(ATTACHED)

FINDINGS OF FACT AND RECOMMENDATION
OF THE HINSDALE PLAN COMMISSION
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES

APPLICATION: Case A-08-2022 – 222 E. Ogden Avenue – Normandy Remodeling – Exterior Appearance and Site Plan Review to allow for various improvements to the site plan and exterior elevations of the existing building located at 222 E. Ogden Avenue in the B-3 General Business District

PROPERTY: 222 E. Ogden Avenue (PIN: 09-01-209-003)

APPLICANT: Normandy Remodeling

REQUEST: Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: April 13, 2022

BOARD OF TRUSTEES 1ST READING: May 17, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application request from Normandy Remodeling requesting approval of an Exterior Appearance and Site Plan Review to allow for various site plan improvements, the construction of a rear building addition, and changes to exterior façade of the existing one-story building located at 222 E. Ogden Avenue in the B-3 General Business District. Normandy Remodeling intends to relocate their showroom and office from their current location several blocks away at 440 E. Ogden Avenue to the subject property. The proposed building contractor offices and showroom are permitted in the B-3 District. The existing building was formerly used for medical offices and has been vacant for several years.

The existing site is non-conforming with respect to several bulk requirements, such as parking lot setbacks and required parking spaces. The site utilizes a one-way circulation pattern where vehicles essentially follow a counter-clock wise traffic pattern, with the western curb-cut off of Ogden Avenue serving as the entrance and the eastern curb-cut serving as the exit. There are no changes to the existing one-way circulation on site.

A multi-tenant building with medical office uses and a physical fitness facility (230 E. Ogden) is located the east of the site and a gas station / convenience store is located to the west, both of which are in the B-3 Central Business District. Gateway Square shopping center in the B-1 Community Business District and a parking lot for the multi-tenant building at 230 E. Ogden Avenue in the B-3 General Business District are located to the south. Multi-tenant office buildings in the O-3 General Office District across Ogden Avenue are located to the north. Although the property is not directly adjacent to any single-family homes, it is located within 250 feet from a single-family zoning district and therefore public meeting notice via the newspaper, certified mail, and signage was required for this project.

PUBLIC MEETING SUMMARY AND FINDINGS: On April 13, 2022, the request for approval of an Exterior Appearance and Site Plan Review was reviewed at a public meeting by the Plan Commission. Dave Mitchell, the Director of Architecture representing Normandy Remodeling, provided an overview of the plans and answered questions from the Commissioners.

Mr. Mitchell stated Normandy Remodeling has been looking for a long time for a new building that could accommodate both their showroom, currently located at 440 E. Ogden Avenue, and office activities.

Mr. Mitchell provided an overview of the existing site and explained the proposed plans submitted for review showing changes to the site and the building. Mr. Mitchell stated there are currently 65 usable parking spaces. Four (4) of the existing parking spaces are considered non-compliant and were excluded from the total parking space count (69 spaces) because they are not usable due to being blocked by bollards or utility poles. Because the building was previously used as a medical use, there are more accessible spaces than needed. With the changes to the site plan, they are proposing five (5) additional spaces than what currently exists. A total of 70 parking spaces will be provided, three (3) of which are accessible spaces. Other changes include the construction of a new front gable and entrance area, rear building addition, loading area alterations, and new landscape islands.

Mr. Mitchell explained the calculations for required parking, lot coverage, and floor area ratio are compliant with the Village's Zoning Code requirements. There will be a minimal net gain to impervious areas on site with the rear building addition being offset by new landscape areas.

Mr. Mitchell stated that they have provided a preliminary landscape plan that will be refined in the future. Landscaping improvements are proposed in the landscape bed and around a new monument sign along Ogden Avenue as well as around the building foundation.

Mr. Mitchell then showed photos of the existing building elevations and highlighted the proposed changes, including the new front entrance feature, windows, screening for both rooftop and ground-mounted mechanical equipment, and the rear addition. Mr. Mitchell also presented proposed building materials and features as well as drawings of the interior floor plan.

Commissioner Curry asked how long the construction process will take. Mr. Mitchell stated they hope to be in the building by the end of next year in 2023 and would plan to start construction before the upcoming winter.

Commissioner Hurley asked how many employees would be working at the building. Mr. Mitchell stated that Normandy currently has about 74 employees and, with future growth, they may have about 90 employees. However, the company has about 15 superintendents who are typically out on a job site and 34 employees in sales, which are not always in the office. Therefore, they do not anticipate that there will be 90 employees in the building at any one point in time. Mr. Mitchell noted that Normandy currently does not have enough parking for each employee at their current location on Ogden Avenue and parking has never been an issue.

Commissioner Krillenberger expressed support for the project and noted it looked great.

Commissioner Jablonski expressed concern that a previous applicant did not obtain approval from the Village Board and asked if they had reached out to any Trustees. Mr. Mitchell stated they have not reached out yet. Ms. Salmon noted that the Plan Commission packets are also sent to the Village Board and staff believed several Trustees were aware of the proposal. Staff also stated that they were informed that Normandy would produce retail sales tax, which was a previous concern.

** Please note the Plan Commission packet and staff incorrectly stated that the business will generate retail sales tax. After the meeting, staff was informed that Normandy Construction will not generate retail sales tax. However, it should be noted that the proposed building contractor offices and showroom are considered permitted uses in the B-3 District.*

Commissioner Jablonski expressed support for the project and specifically noted that landscaping shielding parking along Ogden Avenue, which the applicant has addressed in their application.

Commissioner Crnovich stated that this is the third time that an application for 222 E. Ogden Avenue has come before her at the Plan Commission and the third time is the charm. Commissioner Crnovich

expressed support for the project and thanked the applicant for putting together a thorough, detailed application. Commissioner Crnovich specifically noted that they included many details that applicants generally do not address and the Plan Commissioner asks for, such as the screening for the dumpster enclosure, removing the electrical equipment from the parking spaces, the additional landscaping, and screening for the rooftop equipment. Commissioner Crnovich stated she is happy to see the building will be repurposed. The painting of the brick does not bother her as many of the adjacent buildings are painted white and the building is not located in the Downtown Historic District.

Commissioner Fiascone agreed with Commissioner Crnovich and expressed support for the project, particularly with the proposed landscape improvements. Commissioner Fiascone asked what the hours of operation will be. Mr. Mitchell stated they will generally be open from 8 a.m. to 5 p.m.

Commissioner Fiascone then asked if there will be any lighting or security lights installed as there are neighbors that live in to the south and other projects in this area such as Land Rover have had issues with lighting in the past. Mr. Mitchell showed where lights are proposed on the building elevations and pictures of the proposed light fixtures. Mr. Mitchell stated they are using low profile lights and have completed some preliminary photometric analyses for the site. They would like building lights to make sure their employees leaving at night feel safe in the parking lot.

Commissioner Fiascone stated that they should keep the neighbors and lighting concerns in mind. Mr. Mitchell stated that lights are designed to illuminate down rather than be directed toward any neighbors. The nearest residential property is a couple properties away and they are not proposing any parking lot lights poles, only building mounted lights.

Commissioner Carter expressed support for the project and noted that she likes the design of the front of the building, which is modern but looks also timeless.

Commissioner Jablonski asked if the applicant was planning on resurfacing the parking lot. Mr. Mitchell stated it is not in their initial scope of work, but they are looking into this in the future. Commissioner Jablonski suggested that they look into this in the future.

Commissioner Cashman stated the applicant put together a great presentation and application packet. He agreed with Commissioner Carter that the building has a nice modern design, but uses traditional massing and will be a nice addition to the streetscape on Ogden Avenue. The building is in need some of improvements.

In recommending approval of the Exterior Appearance and Site Plan Review, the Plan Commission determined the standards set forth in Section 11-604(F) and Section 11-606(F) of the Village's Zoning Code have been met. Overall, the Commission expressed support for the project, noting that the proposed changes would be a substantial improvement to the existing conditions.

Commissioners noted that proposed plans met several of the standards for approval identified in the Zoning Code including noted improvements to landscaping, particularly along Ogden Avenue and in new islands, and the screening of the rooftop equipment and ground-mounted mechanical equipment as well as the proposed dumpster enclosure (Section 11-604(F)(1)(i) and (h)). The proposed building elevations utilize a quality design (Section 11-605(E)(1)(c)) and will fit into the surrounding buildings along Ogden Avenue (Section 11-605(E)(2)).

No members of the public provided comment at the meeting. Staff did not receive complaints or negative feedback from members of the public prior to the meeting.

A motion to approve the Exterior Appearance and Site Plan Review was made by Commissioner Curry and seconded by Commissioner Crnovich, as submitted. The vote carried by a roll call vote as follows:

AYES: Commissioners Curry, Hurley, Krillenberger, Jablonski, Crnovich, Fiascone, Carter and Chairman Cashman
NAYS: None
ABSTAIN: None
ABSENT: Commissioner Willobee

RECOMMENDATIONS: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of eight (8) ayes and zero (0) nays, with one (1) absent, recommended to the President and Board of Trustees approval of Case A-08-2022 – 222 E. Ogden Avenue – Normandy Remodeling – Exterior Appearance and Site Plan Review to allow for various improvements to the site plan and exterior elevations of the existing building located at 222 E. Ogden Avenue in the B-3 General Business District, as submitted.

Signed: _____
Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____

VILLAGE OF Hinsdale Est. 1873

AGENDA ITEM # 10g

REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION:	Second Reading – ZPS
SUBJECT:	Special Use Permit to allow for an Automotive Repair Shop for Hinsdale Discount Tires and Automotive, Inc. at 5837 S. Madison Street located in the B-1 Community Business District - Case A-36-2021
MEETING DATE:	June 14, 2022
FROM:	Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving a Special Use Permit to Operate an Automotive Repair Shop in the B-1 Community Business Zoning District at 5837 S. Madison Street (Samir And Ghada Sharabatee, D/B/A Hinsdale Discount Tires And Automotive, Inc.)

Application Request

The applicants, Samir and Ghada Sharabatee, representing Hinsdale Discount Tires and Automotive, Inc., request approval of a Special Use Permit to allow for the operation of an automotive repair shop for Hinsdale Discount Tires and Automotive, Inc. at 5837 S. Madison Street located in the B-1 Community Business District. In accordance with Section 5-105 of the Zoning Code, automotive repair shops are considered a Special Use in the B-1 District and may not include tire retreading as part of the operations.

Background

Hinsdale Discount Tires and Automotive proposes to occupy the existing one-story, 2,927 square foot building located at the northeast corner of Madison Street and 59th Street. The proposed business will provide mechanic diagnostic services and repair and maintenance on domestic and foreign vehicles, including work on engines, transmissions, emissions, EVAP systems, electrical systems, exhaust systems, tire repair and replacement, wheel alignment, steering and suspension systems.

The building was formerly occupied by an automotive repair facility and has been vacant since 2019. It was also previously used as a gas station, but the underground tanks were removed in 2016. In accordance with Section 11-602 and Section 10-102 of the Zoning Code, the new automotive repair facility is required to obtain approval via a new Special Use Permit. A Special Use Permit shall automatically expire if the use is discontinued for a period of six (6) consecutive months. Additionally, staff was unable to locate previous approval of a Special Use Permit and the prior use appears to be non-conforming as it was established prior to the adoption of the Zoning Code in 1989. When a nonconforming use in a structure designed for a use permitted in the zoning district in which such structure is located is discontinued or abandoned for a period of three (3) consecutive months, such use shall not be reestablished or resumed. Any subsequent use or occupancy shall comply with the use regulations of the zoning district in which such land or structure is located.

The automotive repair facility building (Parcel 1) is part of a larger 1.24-acre zoning lot that includes a 9,203 square foot multi-tenant shopping center at 5811-5827 S. Madison Street and a rear shared drive aisle and parking spaces (Parcel 2). The multi-tenant building is currently occupied by a convenience store, beauty salon, and several vacant tenant spaces. Hinsdale Partners LLC owns both the auto repair facility and the multi-tenant shopping center.

Townhomes in the R-5 District are located to the north and to the south across 59th Street. Apartment buildings are located to the east in the R-6 District. Across Madison Street to the west, single-family detached homes are located in unincorporated DuPage County.

Project Description

As shown on the submitted interior floor plan, the space includes five (5) vehicle repair bays, a retail and lobby area, office, bathrooms, and a mezzanine storage area. The business will operation Monday through Friday from 9:00 am to 6:00 pm, Saturday from 9:00 am to 5:00 pm, and closed on Sunday. Per the applicant, there will be five (5) employees.

No outdoor operations or storage is proposed, however, vehicles to be repaired will be parked in the parking lot for a few hours to no more than two days until they are repaired. The applicant will be required to meet the following code requirements. Per Section 9-101(D)(5), for the storage of inoperable vehicles, no vehicle incapable of being driven or used for the purpose or use for which it was designed, other than a vehicle awaiting timely repair at an automotive repair shop, gasoline service station, or new or used car dealer, shall be stored in any parking lot or parking area in the village. Additionally, per Section 9-104(H)(2)(k), no off street parking lot or garage shall be used for any purpose other than the temporary storage of motor vehicles related to the premises. The storage of merchandise and the sale or commercial repair of vehicles are prohibited.

The applicant has provided a parking analysis for review. There are currently 55 spaces provided for the entire zoning lot, which includes the strip center to the north and adjacent parking to the east. To meet Illinois Accessibility Code Requirements, a total of three (3) accessible spaces are required. Additional accessible spaces will be added to the south of the building, resulting in a total of 54 parking spaces. With the automobile repair facility, 52 spaces would be required based on the assumption that the four (4) vacant tenant spaces are utilized as a service use in the future. If the four (4) tenant spaces were to be utilized as retail, a total of 58 spaces would be required. Per Section 9-104, there would be an excess of two (2) spaces if the vacant tenant spaces are utilized as service uses and if they are all used as retail uses, the zoning lot would be deficient by four (4) spaces. The applicant used gross floor area to calculate required parking. Per the Zoning Code, off-street parking requirements are calculated using net floor area, which is the gross floor area minus floor space devoted to washrooms for general public use; elevator shafts and stairwells; floor space and shafts used for mechanical, electrical, and plumbing equipment; public foyers and atria intended for general public use; exterior building walls; floor space devoted to off street parking and loading; and basement floor space used only for bulk storage. If using net floor area, the required parking would likely result in a lower number.

Discussion & Recommendation

The public hearing was continued at the January 12, 2022 Plan Commission meeting to February 9, 2022 because the certified mail to surrounding property owners had not been delivered yet, even though mail was sent within the required 15-30 days prior to the public hearing date. Wade Joyner, the attorney representing the applicants, and the applicants, Samir and Ghada Sharabatee, were present at the public hearing. Members of the Golfview Hills Homes Association, which includes homes located in the unincorporated subdivision to the west across Madison Street, also attended the meeting. The Golfview Hills Homes Association provided a letter of concern to the Village prior to the meeting and asked the applicant to answer questions regarding their business and operation.

At the meeting, Mr. Joyner provided an overview of the proposed auto repair use, provided responses to the concerns included in the Golfview Hills Homes Association letter, and answered questions from the Commission. There was a discussion over the proposed business operations, the Franklin Park location run by the applicant, where vehicles would be parked, outdoor storage, noise levels, and possible building and site improvements.

A representative of the Golfview Hills Homes Association stated that the Homeowner's Association opposed the application and questioned if this type of business is still appropriate for this location given the surrounding residential area. There were also concerns over the condition of the entire shopping center

and it was requested that all operations and vehicles should specifically be limited to Parcel 1 only, rather than all parcels that includes the strip mall on Parcel 2.

Commissioners expressed concerns over vehicle parking, outdoor storage, the appearance of the strip mall and automobile repair buildings due to lack of improvements over time by the property owner, and property maintenance issues. Mr. Joyner confirmed that the business would have no outdoor storage and the dumpsters can be located within the existing fenced area at the rear of the building. Commissioners expressed support that the building, which had been vacant for several years, would be filled with a new business and agreed that both the strip mall and auto repair building are in need of improvements to enhance the look of the property, such as replacing the rear fence, installing new landscaping and planters, painting the buildings, and removing old signs. There was also support for limiting the operations and all parking for the auto repair facility to only Parcel 1.

By a vote of six (6) ayes and zero (0) nays, the Plan Commission recommended approval of Case A-36-2021, a Special Use Permit to allow for an Automotive Repair Shop for Hinsdale Discount Tires and Automotive, Inc. at 5837 S. Madison Street located in the B-1 Community Business District, subject to the following conditions:

1. Dumpsters shall be stored and located within the rear fenced enclosure.
2. All business operations and associated parking approved under the Special Use Permit shall be limited to Parcel 1 only, as shown on the submitted Plat of Survey.
3. The exterior trim of the building is painted in a complementary color. The existing brick shall not be painted.
4. The existing signs shall be removed from the building.
5. Investigate enhancing the property with landscaping or potted plants.
6. No outside storage shall be allowed on the property.
7. Investigate replacing the fence on the property.

Since the Plan Commission meeting, the applicant provided plans addressing these recommended conditions of approval. The applicant confirmed that dumpsters will be stored within the rear fenced enclosure, that all business operations and associated parking shall be limited to Parcel 1 only, and that no outdoor storage is proposed. Signage for the former business, including the non-conforming ground sign along Madison Street, have been removed. The applicant must submit for a separate sign permit for review and approval by the Plan Commission in the future.

The garage doors and surrounding trim, as well as the trim, paneling, and doors that are currently painted in an aqua blue color on the auto repair facility will be painted in a semi-gloss white no later than 60 days after the Special Use Permit is approved by the Village. The posts supporting the overhang over the building entrance will also be painted white. The brick, former gas station canopy, and horizontal siding in the building gable will not be painted. The building trim, canopy posts, and cupola on the strip mall building to the north will also be painted in the semi-gloss white no later than August 31, 2022 by the property owner. The window trim will not be painted.

For the rear fence, the applicant has determined that the fence does not need to be replaced and it is in acceptable condition but needs to be re-stained. As a result, the applicant is proposing to power wash and re-stain the fence in a brown color. Slats will be replaced as needed.

A landscape plan has been submitted showing improvements to the existing landscape beds along Madison Street for both the strip mall and the auto repair facility parcels, which will fill in the areas where plants previously died. As proposed, landscaping would be planted within 60 days following approval of the Special Use Permit. All of the existing beds on both parcels will be mulched. For the landscape beds

on the strip mall parcel, the property owner will plant one tree, 36 bushes, and 42 new daylilies in different colors. In one of the landscape beds on the auto repair facility parcel, 15 bushes, 9 ornamental grasses, and 12 daylilies are proposed. According to Rusthoven Enterprises, the company that prepared the landscape plan, because there is no irrigation for the landscape beds, they have chosen plants that they believe will be able to withstand low watering.

Three black planter boxes are proposed below next to each of the existing gas station canopy posts and will measure 33 inches long, 16 inches wide, and 18 inches tall. Flowers will be planted in May through November. A photo of the proposed planter boxes, the Veradek Brixton Series Long Planter, is included in the application packet.

Village Board and/or Committee Action

The project was reviewed at a First Reading on May 1, 2022. Wade Joyner, the attorney representing the applicants, and the applicants, Samir and Ghada Sharabatee, were present at the meeting. The Golfview Hills Homes Association submitted a letter, dated April 29, 2022, to the Village prior to the meeting, which is attached for review and was distributed at the May 1, 2022 Board meeting.

Mr. Joyner stated that they worked with the landlord to address the Plan Commission comments and provided an overview of the proposed improvements. The applicant is not proposing to replace the fence and instead would like to power wash and re-stain it. Trustee Stifflear asked that the Trustees investigate the fence prior to the Second Reading to determine its condition and if it should be replaced.

President Cauley asked if the old gas station canopy could be removed to make the site more attractive and fit in better with the adjacent residential neighborhood. Both staff and the applicant were instructed to obtain cost estimates for demolition to remove the structure. Mr. Joyner expressed concerns that the removal may be cost prohibitive for the tenant and possibility the landlord.

There was a discussion on outdoor storage and where vehicles awaiting repair will be parked overnight. To reduce the visual impacts, Trustee Stifflear recommended that vehicles be parked inside the building in the five (5) vehicle bays and in the parking spaces behind the fence at the rear of the building. It was estimated that this would be about fourteen (14) spaces in total for overnight parking. It was suggested that possibly six (6) outside spaces may be more appropriate, as recommended by the Golfview Hills Homes Association. The applicant noted they charge $75 per day to customers to deter people from leaving their cars overnight, but some days they have a hard time controlling the exact number of cars.

Ronald Hanson, the President of the Golfview Hills Homes Association, stated that the previous auto mechanic business was small in operation and he remembers about six (6) to eight (8) parking spaces were used for vehicles parked overnight storage at one time. Mr. Hanson expressed concerns about outdoor storage at the location in Franklin Park and that the operations appear to be more intense than the previous business. He recommended limiting the size of the business and asked if this location is still appropriate for this land use due to the adjacent residential properties. Mr. Hanson stated he was in support of the removal of the old gas station canopy.

It was recommended that conditions be added to the ordinance that no leased parking be allowed on site and the number of cars allowed to be parked outside overnight be restricted. There was also a discussion on how the operations compares to Fuller's. The Village Board moved the item forward for a Second Reading.

Both the landlord and staff obtained cost estimates for the removal of the old gas station canopy. The landlord received an estimate of about $15,450 to remove the canopy and concrete bases. Staff received two estimates, one at approximately $8,000 and the other for about $11,200.

Based on the discussion at the May 3, 2022 meeting, the draft ordinance has been revised to include the following additional conditions of approval (highlighted in red) and an exhibit illustrating proposed parking restrictions:

- Overnight vehicle parking shall be prohibited on the property other than in the ten (10) exterior parking spaces located behind the building and fence, and in the five (5) spaces in the interior vehicle bays of the building, all as depicted on the Parking Restrictions exhibit attached hereto as **Exhibit D** and made a part hereof.
- Parking spaces on the property shall not be leased or rented to third parties.
- Parking spaces on the property shall not be used for any type of commercial or passenger vehicle storage or parking other than for vehicles awaiting repairs.
- All automobile repair work, servicing, or associated activities shall be performed within the interior of the building. No exterior work, servicing or associated activities is permitted.
- The Petitioner shall remove the existing gas station canopy to grade.
- The Petitioner shall seal coat and restripe the parking lot.
- The Petitioner shall repair, power wash, and stain the existing fence on the property.

Documents Attached

1. Golfview Hills Homes Association Letter, dated April 29, 2022
2. Ordinance & Exhibits
   - Exhibit A - Legal Description
   - Exhibit B - Findings and Recommendation of the Plan Commission
   - Exhibit C - Approved Plans
   - Exhibit D - Parking Restrictions

Previous Attachments: The following related materials for this case were provided for the Board of Trustees on May 3, 2022, and can be found on the Village website at: https://cms1files.revize.com/revize/hinsdaleil/document_center/VillageBoard/2022/05%20MAY/VBOT%20packet%2005%2003%2022.pdf

- Zoning Map and Project Location
- Aerial View
- Birds Eye View
- Street View
- Special Use Permit Application and Exhibits
- Draft Ordinance
- Plan Commission Findings and Recommendation
- Plan Commission Public Hearing Transcript – January 12, 2022
- Plan Commission Public Hearing Transcript – February 9, 2022
- Public Comments and Applicant Responses Submitted for the February 9, 2022 Public Hearing at Plan Commission

GOLFVIEW HILLS HOMES ASSOCIATION
P.O. Box 247
Hinsdale, IL 60522
gvhadmin@golfviewhills.org

April 29, 2022

Village Board of Trustees
Village of Hinsdale
Hinsdale, IL

Re: Case A-36-2021 - 5837 S. Madison St. (the Proposed Repair Facility) – Application by Hinsdale Discount Tires and Automotive, Inc. for a Special Use Permit for an Automotive Repair Shop (the Application)

Dear Trustees:

This letter supplements our statement to the Hinsdale Plan Commission dated February 2, 2022, in opposition to the proposed Application. The Hinsdale Plan Commission recommends many important conditions that the Golfview Hills Homes Association (GHHA) supports for inclusion in any special use permit granted to the applicant.

However, we continue to have concerns that the applicant has not demonstrated that the anticipated size and scope of its operation will not have an undue adverse impact upon adjacent property. The applicant refers to the prior JMS automotive repair shop at that location as its sole support that it will not. The issue is not what impact JMS had, but what impact the applicant's Proposed Repair Facility will have.

The area at 59th and Madison is fundamentally a residential area – unlike, for example, the business area in which Fuller's Auto Repair is located. JMS operated a small business, rarely using all five bays of the facility at one time. We believe the Plan Commission erred by not including mechanisms to limit the permitted volume, and in turn impact, of the Proposed Repair Facility so that it is not significantly greater than that of the prior JMS repair business. One such possible mechanism suggested in our February 2, 2022, submission is to limit to six (6) the number of vehicles awaiting repair that can be parked outside on the parcel at one time, or overnight.

Respectfully submitted,

Ronald W. Hanson, President

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE AN AUTOMOTIVE REPAIR SHOP IN THE B-1 COMMUNITY BUSINESS ZONING DISTRICT AT 5837 S. MADISON STREET (SAMIR AND GHADA SHARABATEE, D/B/A HINSDALE DISCOUNT TIRES AND AUTOMOTIVE, INC.)

WHEREAS, an application (the "Application") seeking a special use permit to operate an Automotive Repair Shop at 5837 S. Madison Street, Hinsdale, Illinois (the "Subject Property"), located in the B-1 Community Business Zoning District, was filed with the Village of Hinsdale by Petitioners Samir and Ghada Sharabatee, d/b/a Hinsdale Discount Tires and Automotive, Inc. (the "Applicant"); and

WHEREAS, automotive repair shops that do not include tire retreading are permitted as special uses when located in the B-1 Community Business Zoning District pursuant to Section 5-105(c)(7) of the Hinsdale Zoning Code ("Zoning Code"); and

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

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

WHEREAS, on January 12, 2022, the Plan Commission opened and continued the public hearing without testimony to February 9, 2022 for additional noticing. On February 9, 2022, the Plan Commission held a public hearing on the application pursuant to notice thereof properly published in *The Hinsdalean*, in accordance with Illinois law, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application, subject to certain conditions, by a vote of six (6) in favor, zero (0) against and three (3) absent, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-36-2021 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the proposed conditions for approval of a special use permit to allow for an automotive repair shop for Hinsdale Discount Tires and Automotive, Inc. to operate in the B-1 Community Business District are as follows:

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits.

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

Section 1: Incorporation. The foregoing recitals are incorporated into this Section 1 by 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 Plan Commission, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein. Minor changes to the suggested conditions of the Plan Commission have been made below to reflect submissions of plans by the Applicant since the public hearing.

Section 3: Approval of Special Use for an Automotive Repair Shop. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approves a special use permit for an Automotive Repair Shop in the B-1 Community Business Zoning District on the Subject Property legally described in **Exhibit A** and located at 5837 S. Madison Street, Hinsdale, Illinois, subject to the following conditions:

1. All dumpsters associated with the business shall be located within the fenced enclosure.
2. All business operations and associated parking under the Special Use Permit shall be limited to Parcel 1 only (PIN: 09-13-103-025), as shown on the submitted Plat of Survey.
3. The exterior trim of the building shall be painted in a complementary color, in conformance with the plans submitted by the Applicant, attached hereto as part of **Group Exhibit C** and made a part hereof. The existing brick shall not be painted.
4. The existing signs shall be removed from the building.
5. The Petitioner shall enhance the property with landscaping and/or potted plants in conformance with the plans submitted by the Applicant attached hereto as part of **Group Exhibit C** and made a part hereof.
6. No outside storage shall be allowed on the property.
7. The Petitioner shall remove the existing gas station canopy structure to grade.
8. The Petitioner shall seal coat and restripe the parking lot.
9. The Petitioner shall repair, power wash, and stain the fence on the property.
10. Overnight vehicle parking shall be prohibited on the property other than in the ten (10) exterior parking spaces located behind the building and fence, and in the five (5) spaces in the interior vehicle bays of the building, all as depicted on the Parking Restrictions exhibit attached hereto as **Exhibit D** and made a part hereof.
11. Parking spaces on the property shall not be leased or rented to third parties.
12. Parking spaces on the property shall not be used for any type of commercial or passenger vehicle storage or parking other than for customer parking and for vehicles awaiting repairs.

13. All automobile repair work, servicing, or associated activities shall be performed within the interior of the building. No exterior work, servicing or associated activities are permitted.

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

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

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

PASSED this _____ day of _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____ 2022, 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_____, 2022

EXHIBIT A

PARCEL 1: THE SOUTH 150.00 FEET OF THE WEST 150.00 FEET OF LOT 5 IN BLOCK 6 IN BRANIGAR BROS. HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 AND OF THE NORTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE WEST 180.00 FEET (EXCEPT THE SOUTH 150.00 FEET OF THE WEST 150 FEET THEREOF) OF LOT 5 IN BLOCK 6 IN BRANIGAR BROS. HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 AND OF THE NORTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PINS: 09-13-103-025, 09-13-103-024, and 09-13-103-026.

COMMONLY KNOWN AS: 5811 – 5837 S. Madison St., Hinsdale, IL 60521.

EXHIBIT B

FINDINGS AND RECOMMENDATION

(ATTACHED)

FINDINGS OF FACT AND RECOMMENDATION
OF THE HINSDALE PLAN COMMISSION
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES

APPLICATION: Case A-36-2021 – 5837 S. Madison Street – Special Use Permit to allow for an Automotive Repair Shop for Hinsdale Discount Tires and Automotive, Inc. at 5837 S. Madison Street located in the B-1 Community Business District

PROPERTY: 5837 S. Madison Street / 5811-5827 S. Madison Street (PINs: 09-13-103-025; 09-13-103-024; 09-13-103-026)

APPLICANT: Samir and Ghada Sharabatee, Hinsdale Discount Tires and Automotive, Inc

REQUEST: Special Use Permit

PLAN COMMISSION (PC) REVIEW: February 9, 2022 (Continued from January 12, 2022)

BOARD OF TRUSTEES 1ST READING: March 1, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application from Samir and Ghada Sharabatee, representing Hinsdale Discount Tires and Automotive, Inc., requesting approval of a Special Use Permit to allow for the operation of an automotive repair shop (but not including tire retreading) for Hinsdale Discount Tires and Automotive, Inc. at 5837 S. Madison Street located in the B-1 Community Business District. In accordance with Section 5-105, automotive repair shops are considered a Special Use in the B-1 Community Business District and may not include tire retreading as part of the operations.

BACKGROUND: The applicant proposes to occupy the existing one-story, 2,927 square foot building on Parcel 1 located at the corner of Madison Street and 59th Street. The building is considered part of a larger 1.24-acre zoning lot that includes a multi-tenant shopping center at 5811-5827 S. Madison Street, which is currently occupied by a convenience store, beauty salon, and several vacant tenant spaces. The one-story, multi-tenant building shopping center to the north on Parcel 2 measures 9,203 square feet in size and includes six (6) tenant spaces. Hinsdale Partners LLC owns both the subject property and the multi-tenant shopping center.

The building was formerly occupied by an automotive repair facility, but has been vacant since 2019. It was also once used as a gasoline service station, but the underground tanks were removed in 2016. Per the Village's Zoning Code, a Special Use Permit shall automatically expire and cease to be of any force or effect if such use shall, for any reason, be discontinued for a period of six (6) consecutive months or more. Additionally, staff was unable to locate an original Special Use Permit approval. The prior use was considered non-conforming as it appears to be established prior to the adoption of the Zoning Code in 1989. When a nonconforming use of a part or all of a structure that was designed for a use that is permitted in the zoning district in which such structure is located is discontinued or abandoned for a period of three (3) consecutive months, regardless of any intent to resume or not to abandon such use, such use shall not thereafter be reestablished or resumed. Any subsequent use or occupancy of such land or structure shall comply with the use regulations of the zoning district in which such land or structure is located. In accordance with Section 11-602 and Section 10-102, the new automotive repair facility is required to obtain approval via a Special Use Permit.

Townhomes in the R-5 Multiple Family Residential District are located to the north and to the south across 59th Street. Apartment buildings are located to the east of the site in the R-6 Multiple Family Residential District. Across Madison Street to the east, single-family detached homes are located in unincorporated DuPage County.

A public hearing was held on Wednesday, February 9, 2022, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on December 16, 2021. The public hearing notice and transcripts are attached.

The public hearing was continued at the January 12, 2022 Plan Commission meeting to February 9, 2022 because certified mail to the surrounding property owners was still in transit and had not been delivered yet. The applicant has confirmed that the mailings were sent within the required 15-30 days prior to the public hearing date.

PUBLIC HEARING SUMMARY: At the public hearing held on February 9, 2022, Wade Joyner, the attorney representing the applicants, provided an overview of the plans and answered questions. The applicants, Samir and Ghada Sharabatee, were also present at the meeting. Several residents also attended and provided public comment.

Mr. Joyner provided an overview of the application, noting the proposed automobile repair use will take place on parcel one (1) and the other parcel to the north is for the shopping center. The applicant is not proposing parking or storage on the shopping side of the property. The property was previously used as an automotive repair shop but has been vacant for several years.

Mr. Joyner went through the objections stated in a letter prepared by the Golfview Hills Homeowners Association and included in the Plan Commission packet. Mr. Joyner addressed item number one (1) and two (2) of the letter by stating the property use would be limited to Parcel 1 with no parking or storage from the business on the street or shopping center portion of the property (Parcel 2). Mr. Joyner addressed item number three (3), limiting vehicles awaiting repair to six (6) at all times, by stating that this would likely be the number of cars awaiting repair. However, Mr. Joyner stated it would not be practical for a business to hold strictly to that number. Mr. Joyner then acknowledged the concern of the property looking like a used car lot or a junk yard, but stated that would not be the case for this property.

In regard to item number four (4), Mr. Joyner stated that is not practical for the business to limit the number of employees to four (4) at one time as requested by the Homeowners Association. The facility would be well maintained, in good condition and repair, as listed in item number five (5) addressed. Item number six (6) requested that the outdoor storage of racks, water bottles, wood pallets, tires, and other equipment or materials be prohibited. Mr. Joyner stated the business has no intention of storing refuse outside. Item number seven requested that the number of dumpsters be limited to no more than two (2) dumpsters no larger than five (5) cubic yards in size. Mr. Joyner stated he did not understand the limitation. Mr. Joyner stated he believed that the Homeowners Association's concerns were satisfied in a reasonable way.

In response to the Homeowners Association concerns on page three (3) of the letter related to the Franklin Park business location, Mr. Joyner stated the Franklin Park location is not in a residential area and has a different set of zoning codes than Hinsdale. According to Mr. Joyner, the applicants have not received any zoning violations from the Village of Franklin Park and some of the concerns are inaccurate.

Mr. Joyner stated that 80-90% of the cars at the facility will have an appointment, allowing the business to control the number of cars on the property at any one time. To address Item B on page three (3) of the Homeowners Association letter, Mr. Joyner stated he was unsure why the water bottles at the Franklin Park business location were present, but it is not the applicant's intention to have outside storage at the Hinsdale location. To address Item C on page three (3), the Franklin Park fence in need of repair is not located on the applicant's property and is on an adjacent lot. Mr. Joyner stated that Hinsdale zoning requirements does not allow for outside storage of tires on racks that are being storage at the Franklin Park location. Storage racks will not be utilized for this location as shown in Item D on page three (3).

Mr. Joyner went on to answer a series of questions submitted by the Golfview Hills Homeowners Association prior to the meeting and included in the Plan Commission Packet related to the hours of operation, the number of parked vehicles awaiting service, the number of employees, and other items comparing the Franklin Park location with the Hinsdale location. Mr. Joyner stated the operations will be similar. There will be 5 repair bays with 10-20 vehicles serviced a day and 80-90 a week, depending on parts, service, walk-ins, and appointments. About 1-2 vehicles will be parked outside waiting repair on an average day, with a maximum of 3-4 vehicles. There will be some cars that stay overnight, but this is the exception and customers are charged an extra fee if they do not pick up their vehicles.

Mr. Joyner summarized the findings of fact related to the special use permit related to purpose, adverse impacts, adequacy of public facilities, traffic congestion, destruction of significant features, standard compliance and special standards.

Commissioner Curry asked about the "off-site" outdoor parking included on the application. Mr. Joyner stated there would be no "off-site" outdoor parking and the application should have read "on-site" outdoor parking. Commissioner Curry asked if the Franklin Park location was owned or leased. Mr. Joyner replied the building is leased. Commissioner Curry shared concerns about meeting property maintenance standards, no matter where the business is located or the applicable zoning ordinances. Commissioner Curry also stated the proposed Hinsdale business is a larger volume and a different use than the Franklin Park business, requiring more outdoor storage, and would therefore have a different impact on the area than the previous business. Mr. Joyner stated the business will have interior storage only and would be in compliance with Hinsdale zoning requirements.

Commissioner Curry asked about the balance of tire replacement compared to the engine repair and need for frequent truck delivery of tires due to limitations of interior storage. Mr. Joyner said the proposed business is a tire shop as well as automotive repair and confirmed there would be trucks making deliveries of tires.

Commissioner Krillenberger stated he liked the idea of bringing in business activity to a vacant building and providing an additional provider of services to the area. He asked about the noise level associated with this type of business. Mr. Joyner stated the noise level would not be high.

Commissioner Hurley asked the applicant about the quantity and dumpster size that would be necessary since two (2) five (5) cubic yard dumpsters was not deemed adequate. Mr. Joyner stated that four (4) two (2) yard dumpsters would be sufficient but the larger sized dumpsters would probably work better.

Commissioner Crnovich confirmed that only interior storage would be utilized and asked about the sound proofing of the building. Mr. Joyner responded the building is brick and noise should be minimized by the material. Commissioner Crnovich confirmed the enclosed storage is in the rear of the building and has sufficient space for dumpsters. Commissioner Crnovich expressed concern that the strip mall and building are in need of some improvements, especially to help attract new business.

Commissioner Carter asked if the Hinsdale location will be an addition or replacement to the Franklin Park location. Mr. Joyner confirmed it would be a second location. Commissioner Carter asked for confirmation the rear enclosed space is large enough to accommodate the necessary dumpsters and that no dumpsters would be stored at the side of the building or outside of that enclosed space. Mr. Joyner confirmed the rear enclosed space is large enough and suggested adding a condition of all dumpsters stored inside rear enclosure as a condition of approval.

The concern of some parking spaces being used by the nearby apartment building was introduced. Mr. Joyner stated there is no clear agreement that he is aware of related to the apartment residents using the parking spaces.

Chairman Cashman stated he would like to include enclosed dumpsters as a condition to approval and that the concerns from the Homeowners Association not addressed by the applicant were related to business operations and not related to the zoning matters that the Plan Commission deals with.

Mr. James McCarthy, Secretary of the Golfview Hills Homes Association, was present to address the Plan Commission. Mr. McCarthy stated it was important to note that the Board of the Homeowner's Association unanimously opposed this application. Mr. McCarthy stated it was important to consider if this type of business is still appropriate for this location. Mr. McCarthy stated the Golfview Hills Homes Association feels times have changed and the proposed use of this property is no longer appropriate for the residential area. The Board also has concerns for the condition of the entire strip mall. Mr. McCarthy made an inquiry about why the application includes all three (3) parcels of land on the property if the lease agreement is for Parcel 1 only and felt the application should be limited to only Parcel 1.

Mr. McCarthy stated they are requesting that the conditions added in their objection letter be considered by the Plan Commission as part of the approval. Mr. McCarthy stated the Homeowners Association felt that, if approved, the result would be many issues down the road for the Village.

Commissioner Curry asked about the length of time the property has been vacant. Ms. Salmon reported the property has been vacant since 2019 and the gas tanks were removed in 2016. There was a discussion on the history of the site and it was noted that the proposed use would be consistent with the prior automobile repair use that operated in the building years ago.

Commissioner Krillenberger suggested the possibility of the applicant's new business revitalizing the entire strip mall. Commissioner Crnovich stated that not many other businesses other than an automotive repair service would go into that garage property. Commissioner Carter added that the space would need to undergo a large renovation at great owner expense to alter the property for a different use.

Chairman Cashman stated that not adding the condition of limiting the application to only Parcel 1 could be detrimental to the shopping mall business owners to the north of the building. Chairman Cashman stated that there is plenty of parking to accommodate the proposed use. Chairman Cashman stated he would also like the condition of enclosed rear dumpsters be added to approval. Chairman Cashman also recommended that the building and the strip mall have not been updated in some time and could use some improvements. There are challenges with bufferyard landscaping due to the configuration of the site.

Discussion followed by the Commission about the possibility of also recommending the fence be replaced, landscaping, fresh paint and other building improvements to spruce up the location as conditions for improvement. Commissioner Carter asked if including these type of improvements to the applicant's location could also be used for lifting up the use of the other business spaces in the mall. Commissioner Krillenberger stated that if the applicant's business didn't look appealing and well maintained, the Hinsdale market would not support the business, the residents would not utilize the services provided by the business.

Chairman Cashman stated another condition to be considered is the removal of all remaining signage from the previous business as part of a new sign packet brought back to the Plan Commission. It was determined the existing canopy would remain.

Mr. Joyner stated there would be no objection by the applicant to paint the building trim and to remove existing signage. The Commission also suggested adding landscaping, perhaps in pots or planters, and using Fuller's as a potential example, to enhance the look of the property.

There being no further questions or members of the public wishing to speak on the application, a motion to approve the Special Use Permit was made by Commissioner Krillenberger and seconded by Commissioner Carter, subject to the following conditions:

1. Dumpsters shall be stored and located within the rear fenced enclosure.
2. All business operations and associated parking approved under the Special Use Permit shall be limited to Parcel 1 only, as shown on the submitted Plat of Survey.
3. The exterior trim of the building is painted in a complementary color. The existing brick shall not be painted.
4. The existing signs shall be removed from the building.
5. Investigate enhancing the property with landscaping or potted plants.
6. No outside storage shall be allowed on the property.
7. Investigate replacing the fence on the property.

The vote carried by a roll call vote as follows:

AYES:	Commissioners Curry, Krillenberger Hurley, Crnovich, Carter, and Chairman Cashman
NAYS:	None
ABSTAIN:	None
ABSENT:	Commissioners, Jablonski, Fiascone, and Willobee

FINDINGS: In recommending approval of the Special Use Permit, the Plan Commission determined that the standards set forth in Section 11-602(E) of the Village's Zoning Code have been met. The following are the summary of Findings of the Plan Commission relative to the application request based on the standards listed in Section 11-602(E):

1. *General Standards: No special use permit shall be recommended or granted pursuant to this section unless the applicant shall establish that:*
   (a) *Code And Plan Purposes: The proposed use and development will be in harmony with the general and specific purposes for which this code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the official comprehensive plan.* The proposed use is considered a Special Use in the B-1 District and the building was previously used as an auto repair facility. The proposed automobile repair facility must be re-established in accordance with the Village's Zoning Code requirements as the building has been vacant for several years. The Plan Commission found this standard to be met.

   (b) No Undue Adverse Impact: The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare. The proposed use was stated to be consistent with the prior automobile repair facility use that previously operated out of the building. Residential properties are located on all sides of the applicable zoning lot that includes the automobile repair facility building and the shopping center. On several occasions, Commissioners expressed concerns over noise, outdoor operations, and outdoor storage. It was also noted that there are challenges for providing screening between the building and the residential directly to the east due to the parking and shared access drive design behind the building. Mr. Joyner confirmed multiple times that there will be no outdoor storage or operations to minimize impacts to the surrounding residential properties. Mr. Joyner also confirmed that noise levels would not be high. There was also a discussion on all dumpsters being required to be located in the fenced enclosure to the rear of the building. Several Commissions expressed concerns over the current appearance of the building and the shopping center, noting that the properties are in need of some improvements, especially to help attract new business. Several conditions were added as recommended conditions of approval to reduce adverse impacts, including limiting business operations and parking on Parcel 1 only, prohibited outdoor storage, requiring dumpsters to be located within the rear fence enclosure, and suggesting improvements to signage, paint, landscaping, and fencing.

(c) *No Interference With Surrounding Development: The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.* The Commissioners added several conditions of approval to meet this standard, including limiting business operations and parking on Parcel 1 only, prohibited outdoor storage, requiring dumpsters to be located within the rear fence enclosure, and suggesting improvements to signage, paint, landscaping, and fencing.

(d) *Adequate public facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.* The Plan Commission found this standard to be met. Public facilities do not need to be extended as part of this project.

(e) *No traffic congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.* Traffic and parking were discussed at the meeting. Chairman Cashman stated that there is plenty of parking to accommodate the proposed use and several Commissioners supported limiting parking to only Parcel 1 so as not to create adverse impacts or negatively impact the shopping center to the north.

(f) *No destruction of significant features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.* The property is not historically significant or located within a historic district. The Plan Commission found this standard to be met.

(g) *Compliance with standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.* There are no special standards for the proposed use required by the Zoning Code. The proposed automobile repair facility may not include tire retreading as part of the operations. The Plan Commission found this standard to be met.

2. *Special standards for specified special uses. When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district, a permit for such use in such district shall not be recommended or granted unless the applicant shall establish compliance with such special standards.* There are no special standards for the proposed use required by the Zoning Code. The proposed automobile repair facility may not include tire retreading as part of the operations. The Plan Commission found this standard to be met.

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

(a) *Public benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.* The proposed use will be located in a building that has been vacant for several years. Commissioner Krillenberger expressed support for bringing in business activity to a vacant building and providing an additional service to the area. Several Commissioners noted that that improvements to the automobile repair facility and shopping center building should be pursued by the property owner to enhance the look of the entire area, attract new businesses to the vacant tenant spaces, and attract customers. Fencing, landscaping, and paint were discussed as improvements to the building and site and were included as recommended conditions of approval.

(b) *Alternative locations. Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.* It was discussed that the building was previously used as an automobile repair facility and includes existing vehicle repair bays for this type of business use.

(c) *Mitigation of adverse impacts. Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.* The Plan Commission recommended several conditions of approval to minimize adverse impacts, including for screening dumpsters, limited business operations and parking to Parcel 1 only, prohibiting outdoor storage, and completing various improvements to the building and site, such as to the rear fencing, painting, removal of old signage, and landscaping.

RECOMMENDATION: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of six (6) ayes and zero (0) nays, with three (3) absent, recommended to the President and Board of Trustees approval of Case A-36-2021, a Special Use Permit to allow for an Automotive Repair Shop for Hinsdale Discount Tires and Automotive, Inc. at 5837 S. Madison Street located in the B-1 Community Business District, subject to the following conditions:

1. Dumpsters shall be located within the fenced enclosure.
2. All business operations and associated parking approved under the Special Use Permit shall be limited to Parcel 1 only, as shown on the submitted Plat of Survey.
3. The exterior trim of the building is painted in a complementary color. The existing brick shall not be painted.
4. The existing signs shall be removed from the building.
5. Investigate enhancing the property with landscaping or potted plants.
6. No outside storage shall be allowed on the property.
7. Investigate replacing the fence on the property.

Signed: _____

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____

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

BEFORE THE HINSDALE PLAN COMMISSION

In the Matter of:)
)
)
SAMIR & GHADA)
SHARABATEE, Special Use,)
Case No. A-36-2021)
5837 South Madison.)

REPORT OF PROCEEDINGS had and testimony taken at the hearing of the above-entitled matter via Zoom, before the Hinsdale Plan Commission, at 19 East Chicago Avenue, Hinsdale, Illinois, on January 12, 2022, at the hour of 7:30 p.m.

BOARD MEMBERS PRESENT: (VIA ZOOM)

MR. STEPHEN CASHMAN, Chairman;

MR. JIM KRILLENBERGER, Member;

MR. PATRICK HURLEY, Member;

MS. ANNA FIASCONE, Member;

MS. CYNTHIA CURRY, Member;

MR. GERALD JABLONSKI, Member; and

MS. JULIE CRNOVICH, Member.

ALSO PRESENT: (VIA ZOOM)

MS. BETHANY SALMON, Village Planner;
MR. SAMIR SHARABATEE, Applicant;
MS. GINA SHARABATEE, Applicant;
MR. WADE JOYNER, Attorney for Applicant.

CHAIRMAN CASHMAN: Call the Public Hearing for Case No. A-36-2021, 5837 South
07:37:35PM Madison Street for a special use permit to allow for an automotive repair shop for Hinsdale Discount Tires and Automotive, Inc., located in the B-1 Community Business District.

Can I have a motion to open the Public Hearing?

MR. KRILLENBERGER: So moved.

MS. CURRY: Second.

CHAIRMAN CASHMAN: Can we have a roll call vote, please, Bethany?

07:38:03PM MS. SALMON: Commissioner Curry?

MS. CURRY: Aye.

MS. SALMON: Commissioner Krillenberger?

MR. KRILLENBERGER: Aye.

MS. SALMON: Commissioner Hurley?

MR. HURLEY: Aye.

MS. SALMON: Commissioner Jablonski?

MR. JABLONSKI: Aye.

MS. SALMON: Commissioner Crnovich?

MS. CRNOVICH: Aye.

MS. SALMON: Commissioner Fiascone?

MS. FIASCONE: Aye.

07:38:14PM MS. SALMON: Chairman Cashman?

CHAIRMAN CASHMAN: Aye.

As I believe you are all aware, there was an issue with notification of the neighbors within 250 feet for this application. Bethany will provide some more information and then I'll ask for a motion to continue this to our February 9th plan commission meeting.

MS. SALMON: So staff was notified today that the applicant had not received any of
07:38:43PM the certified mail green cards back so we did take a look and wanted to just double check if any of the surrounding neighbors within the

250 feet had gotten their certified mail. It turns out due to some mail delivery delays, the applicant was not able to get those to the properties within 250 feet so we are requesting that we push back to the following meeting which is on February 9th. They did send them out in the correct period of time, the 15 to 30 days before, but we want to make sure that all those neighbors are notified.

07:39:19PM CHAIRMAN CASHMAN: Thank you.

Can I have a motion to continue Case No. A-36-2021 to our February 9, 2022 meeting?

MS. CRNOVICH: So moved.

MR. HURLEY: Second.

CHAIRMAN CASHMAN: Roll call vote, please, Bethany?

MS. SALMON: Commissioner Curry?

MS. CURRY: Aye.

MS. SALMON: Commissioner Krillenberger?

MR. KRILLENBERGER: Aye.

MS. SALMON: Commissioner Hurley?

MR. HURLEY: Aye.

MS. SALMON: Commissioner Jablonski?

MR. JABLONSKI: Aye.

MS. SALMON: Commissioner Crnovich?

MS. CRNOVICH: Aye.

MS. SALMON: Commissioner Fiascone?

MS. FIASCONE: Aye.

MS. SALMON: Chairman Cashman?

CHAIRMAN CASHMAN: Aye.

07:39:56PM Now do we have to have a motion to close this?

MS. SALMON: We will keep it open.

MR. JOYNER: Mr. Chairman, I just wanted to introduce myself. I'm Wade Joyner, the attorney for Samir and Gina Sharabatee. We are also here, the petitioners, and we look forward to talking to you next month but we are here and just wanted to say hi.

CHAIRMAN CASHMAN: Appreciate that,
07:40:22PM Wade. Thanks. And we have the Sharabatees, I don't know if I said that correctly, welcome and we will see you in a month. Sometimes the mail

is not as quick as we wish. Hopefully, we will get everything and get this all wrapped up and see you on February 9th.

MR. JOYNER: It's better the residents get the notice.

CHAIRMAN CASHMAN: Absolutely. We want this to be done properly.

May I have to motion to adjourn?

MR. KRILLENBERGER: Krillenberger so motions.

MR. JABLONSKI: Second.

CHAIRMAN CASHMAN: All in favor?

(All aye.)

(WHEREUPON, the Public Hearing was continued to February 9, 2022 at 7:30 p.m.)

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

I, KATHLEEN W. BONO, Certified Shorthand Reporter, Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn by me, via Zoom, to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affix my electronic signature this 13th day of January, A.D. 2022.

KATHLEEN W. BONO
C.S.R. No. 84-1423
Notary Public, DuPage County

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

BEFORE THE HINSDALE PLAN COMMISSION

In the Matter of:)
)
)
SAMIR & GHADA)
SHARABATEE, Special Use,)
Case No. A-36-2021)
5837 South Madison.)

CONTINUED REPORT OF PROCEEDINGS had and testimony taken at the hearing of the above-entitled matter, before the Hinsdale Plan Commission, at 19 East Chicago Avenue, Hinsdale, Illinois, on February 9, 2022, at the hour of 7:30 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;

MR. JIM KRILLENBERGER, Member;

MR. PATRICK HURLEY, Member;

MS. CYNTHIA CURRY, Member; and

MS. JULIE CRNOVICH, Member.

ALSO PRESENT:

MS. BETHANY SALMON, Village Planner;
MR. SAMIR SHARABATEE, Applicant;
MS. GINA SHARABATEE, Applicant;
MR. WADE JOYNER, Attorney for Applicant.

CHAIRMAN CASHMAN: Call the Public Hearing for Case No. A-36-2021, 5837 South Madison Street for a special use permit to allow for an automotive repair shop for Hinsdale Discount Tires and Automotive, Inc., at 5837 South Madison Street located in the B-1 Community Business District. This was continued from our meeting on January 12, 2022.

Is someone here to represent the applicant?

MR. JOYNER: Yes. My name is Wade Joyner, I represent the applicant, Hinsdale Discount Tires, LLC.

CHAIRMAN CASHMAN: Would you please be sworn in and anyone else who may be testifying.

(WHEREUPON, the oath was administered to Mr. Joyner, Mr. Sharabatee, Ms. Sharabatee and Mr. McCarthy.)

CHAIRMAN CASHMAN: Welcome. If you want to give us an overview of the application, please?

MR. JOYNER: Yes, Mr. Chairman. Thank you. Again, I'm here with Samir and Gina Sharabatee. They own the applicant corporation and as you may know from looking at the packet, there's an existing auto mechanic building there which was in operation until 2019, started before Hinsdale had a zoning code. So essentially it was existing because it was grandfathered in, stopped in 2019.

Under your ordinance since it has not been occupied and operating for three months, we need to come in and get a special use permit so that's the purpose of the petition.

What I'm going to do is give you an overview that the chairman asked for. Also in

your packet there's some questions and concerns and some objections, so I'm going to go through those step-by-step, and then I'm going to walk through briefly the findings of fact.

I know from being on the Kane County zoning board of appeals that that's really kind of one of the most important things to go through so I'm going to make sure we go through those as well.

So, to begin, this is the zoning map and the project location. It's on a busy corner, as we can see, it's 5837 South Madison Street. To clear up one point of some confusion by people who had submitted questions and such, we submit under two parcel numbers, one is for the service station side, the other is for what I would call the shopping center strip mall side. We are doing that because that's the whole contiguous owned parcel.

The zoning decision you are going to be making and we are asking for, only concerns the parcel with the auto mechanic

repair shop. So there will be no parking from my clients' customers on the shopping center side, no storage of anything, nothing. It's as if it doesn't exist for purposes of the petition, but again, we needed to have the whole property indicated as part of the petition.

So we received a statement in opposition by the homeowner's association nearby. I guess the first thing to point out is that the use we are going to be having is not different than the use that terminated in 2019; we're just a new tenant. We aren't looking to do anything special, extravagant, just an ordinary auto mechanic place. So we feel like the objections are legitimate, they are sincere, I think some of them are based on needing more information just to address their concerns and some I think are just not well taken in the context of what was already there and what we're seeking.

So let's walk through seven objections or concerns that they have. If you

go to Page 2 of the objection letter at the bottom, there's seven points they mention and so I'll just go through them one at a time.

The first one is limiting the use permit operation of a repair facility on Parcel 1. As I've just discussed. Yes.

No. 2, limiting parking to Parcel 1 and prohibiting the parking of vehicles awaiting repair on parcel 2 or the street. Again, yes.

07 42 47PM No. 3, limiting the number of vehicles awaiting repair that could be parked outside on Parcel 1 at any one time to six vehicles.

As a practical matter, that's probably going to be about what happens but in terms of someone trying to operate a business, a restriction that there can only be six vehicles parked there I don't think is realistic.

I'm sure all of you have been to 07 43 19PM auto repair shops and there may be ten cars there, four of them are getting oil changes and they will be taken care of fairly quickly and

maybe three of them have major repairs and will be done that day and maybe two or three of them will be something that's not quite done that day or done overnight. So I just think six vehicles or any numerical restriction is not going to be helpful for the business and we also have I believe it's over 50 parking spaces allotted so it's not like there's going to be crammed in parking.

07 43 55PM Just to kind of spinoff on that, one of the concerns might be that this is going to start looking like a used car lot or a junkyard or something like that. Understandable fear as I'm sure there are places that do that sort of thing but that's not what this property is all about. That's not what their business is all about. So it's going to be cars that are being repaired or waiting to be repaired.

So the next one, 4, is limiting the 07 44 29PM size of the operation conducted to one staff by no more than four individuals at any one time.

I'm not sure why there should be a

restriction as to the number of employees who are going to work there. It seems that the number of employees working there should be the number that's needed to operate the business. I just don't understand why that's something that they would oppose. Maybe they will have some explanation but I didn't understand it.

No. 4, require the applicant to maintain the proposed repair facility in good 07 45 16PM condition and repair. Yes, of course. We will absolutely do that. And again if they didn't, then there would be remedies the village of Hinsdale has, including pulling the special use permit. It's not going to happen, I'm just kind of pointing out there's some remedies you guys automatically have in place.

Prohibiting the storage of -- and a list of things -- and prohibiting exterior storage of refuse. Basically they don't want 07 45 45PM any storage outside or garbage outside or anything like that. And again, yes, we have no intention of doing that.

No. 7, limiting the number of dumpsters on the site to no more than two dumpsters no larger than five cubic yards in size. So this is one I don't quite understand and I guess would like them to explain if they would like to.

Because, like, in No. 6 they are saying they don't want any outside storage or waste and we should put it all in dumpsters and 07 46 18PM then they want the village to limit the dumpsters to no more than two. So I just feel, like, again, there shouldn't be a restriction on the number of dumpsters and certainly not two.

So when I look at these seven concerns, I believe we've satisfied the concerns in a reasonable way as I just talked about. I know they list those and say this is why we are objecting. I think when you look at those things, I really don't think the objection is 07 46 57PM well-founded. And I love the letter and it's got the objections set out and all that so we could look at it and prepare. I wish people

coming to our zoning board would do that more often, so I appreciate all the work they put into it.

If you go to Page 3 of their objection letter, this is about my clients' business in Franklin Park on Mannheim Road and they attached some photos as well. I think someone from the association drove by and took some photos.

07 47 39PM I think the first thing to remember is Franklin Park is very different than Hinsdale and Franklin Park zoning is very different than Hinsdale. And that area is not surrounded by residences. So just a few things to consider.

The other thing to think about is my clients have not received any notice of a zoning violation or anything of the sort from the village of Franklin Park and what they say in part A, the objectors, is a total of 14 07 48 22PM vehicles parked on or adjacent to the site, 5 in a fenced lot next to the site, 5 vehicles across the street and 4 vehicles directly in front of

the garage bays. This is well over double the volume at the formerly JMS site.

Well, just to kind of break that down factually. The five in the fenced lot next to the site aren't my clients' property, aren't their cars, cars that he was working on.

Five vehicles across the street, same thing, not my clients' property, not vehicles waiting to be repaired.

07 49 00PM And then four vehicles directly in front of the garage bays, yes, those are four vehicles that were there to be worked on. I'm not sure what the volume was at the former JMS site specifically. I'm not sure how the objectors know what the volume was but as we discussed how we are going to run the operation there in terms of the vehicles that are going to be there for repair and that sort of thing.

One thing to remember about the 07 49 29PM repair facility, about from 80 to 90 percent of the cars they work on are by appointment. So that's the way they can pace out what's going on

so you don't have like a bunch of cars parked there because here's your appointment, here's when you can come in.

I'm sure we have all driven into an auto repair place without making an appointment to get something done or have a noise looked at. They only take those drive ups if it's something that can be done quickly because they are already filled up with appointments or if they 07 50 08PM happen to have an opening. So they try to manage their workload by doing it through appointments.

So they asked the question of how much more volume would the applicant add with five bays at the former JMS site instead of three at its existing repair facility, I guess the one in Franklin Park.

Well, I don't know. I just told you kind of our procedure for how they are going 07 50 35PM to operate their business. The prior occupant had five bays and operated the business.

I have not checked to see if there

are any complaints about the prior business based on too many cars or anything like that, but I doubt there have been and they certainly would have been brought up in their detailed memo.

So B, approximately 27 5-gallon plastic water jugs stored outside on the site with many, if not all of them, empty, lying scattered about on the ground.

07 51 10PM I talked to my clients about that. There are the big water containers that people use. You know, it's not his practice to have things stored in the back and like that, so if they were there, it was because he had not quite put them in the dumpster or something like that; I'm not really sure.

What I am sure about is as we said with the prior seven things, my clients have no interest in having anything outside in terms of 07 51 43PM storage or garbage or anything like that. I would hope to have more than two dumpsters so we could do that.

Also in the Mannheim site a broken fence that needed repair around the site parking lot. Not exactly sure what that is. We think it's a city fence because it's next to city property. But again, there's no fences at the Hinsdale facility so I'm not sure how that's applicable.

And then number D, sort of getting kind of the zoning. There are exterior storing racks in the Franklin Park facility and that's okay because Franklin Park allows that. There are not going to be exterior storage here or garbage strewn about or whatever, not that there would be in Franklin Park, because Hinsdale doesn't allow that. So that's a bit of the kind of apples and oranges.

So I think I have walked through all the points the objectors have made and I believe, Mr. Chairman, the process is I'll finish talking and then you will ask any questions about all of that. Okay.

I'll go over the next item a little

more quickly. So there were some questions that were submitted in writing that Bethany then sent to us and we answered.

The top of the page says, Questions related to the applicant's current auto repair facility and some of them asked questions about that facility and asked the same questions, for the most part, about what this facility would be. So I'm just going to combine as much as I can.

So again, their hours of operation will be the same, Monday through Friday 9:00 a.m. to 6:00 p.m., Saturday 9 to 4 and closed on Sunday. Serve approximately 15 to 20 vehicles, again, for both facilities. In a week during 2021 they said about 80 or 90 vehicles. An average for the year about 70 vehicles and those numbers they anticipate at this facility as well.

How many vehicles parked outside on average day waiting repairs? Two to three days, one to two depending on service. It's a little

hard to answer it because outside on an average day, I don't know if that means at any one time, or throughout the day there are three and then three more and then three more, but again there's plenty of parking to take care of whatever cars are there.

And then what we also point out in answer to No. 7 on the top one but also in 5, they have a shop policy that if vehicles are not picked up by the end of the day, there will be a $75 fee applied. So car's done, come pick it up or you are paying an extra $75.

There will be some cars, like I said, that may stay overnight because they needed more repairs than they thought or for some reason but it's the exception not the rule and that fine tends to keep people from not picking up their cars.

Employers and employees at Mannheim about five. And then three employees approximately when they start and hopefully the business will do well and they will get up to

five employees, maybe six or seven. So that's that.

How many vehicles were serviced at the Mannheim facility in 2021. Roughly 2,880 vehicles serviced and who's responsible for maintenance. Samir Sharabatee is responsible for maintenance.

So then turning to the specifics of the questions regarding the Hinsdale facility, contemplating any modifications to the facility; we do not.

Again, asking about parking in the adjacent shopping center. No. And then will you, as the operator of the repair facility, have a legal right by lease, sublease or other contractual arrangement to park vehicles waiting service in the adjacent shopping center. Again, no. We don't. We don't want that right. We are not going to seek it and of course, if we ever did, which I don't think we ever would, we would need to come back here for your permission to do that.

So you've probably driven by it even before the petition was done but here's just a photograph towards the end of your packet and the front view of it that we took and then another view. There is a canopy there, used to be for gas pumps. We are not going to be doing any of that obviously we need to ask you and we have no interest in doing that.

So I want to go back now to the findings of fact for special use. So the first one is -- I'm sure you know these almost by memory. Will the development be in harmony with the general and specific purposes in which the code was enacted? I say yes, it is.

Clearly the property is zoned B-1, it's a special use in that district. As I said, it's been an automotive facility before the code was enacted.

Any undue adverse impact. I don't think so. It was used as an automotive repair shop and there weren't any adverse impacts back then that any of us are aware of.

The character of the area. Well, I think it's been there since most of the things around it have built up, so it's always been part of the character of the area.

And the public health, safety and general welfare, again, I think it's been there for a long time and there are no access issues. I don't know, I think it's nice to have a place close to where I live to get the car repaired and that sort of thing, so I think it's a positive.

And also, we can't ignore that this is an empty building right now and that's not good for business or tax dollars or sales tax or anything like that. So I think it's a good thing that this is going back in to business for the village.

No interference with surrounding developments. Again, things were built up around this building, so any impact on surrounding development was done by the people who built around there but I don't see how there's any

interference. I don't, again, recall any complaints about interference back when it was operating since I think the '60s.

Adequate public facilities. I don't think there's any question there are adequate public facilities.

No traffic congestion. Again, it's been there for a long time, there's been traffic there before. I don't see that as an issue.

No destruction of significant features. Well, we are not doing any changes or improvements. Might be a stretch but it's an old building that's been there for a long time so maybe it's a significant feature for the area, I don't know.

Compliance with standards. It does comply with the standards, including requirements of Article 10, which as you probably recall, goes towards properties that have predated the code and are continuing to exist.

Special standards for specified special uses. I'm not aware of any.

Is there public benefit? I think so, for the reasons I just talked about, how it's going to benefit the public.

And alternate locations. Can this be met -- this use be met by going to a different location where it would be more appropriate? I think the answer there is no. Because historically that property has been there and been there since prior to the other developments.

Mitigation of adverse impacts. I'm really not aware of any adverse impacts that need to be mitigated. We discussed how it's going to operate and I don't think that creates any additional adverse impacts than it was operating before.

I won't go through it in detail but the bottom of the findings of fact, what I put, I went around, I researched all the parcels all around and all of them were built after the automotive place was operating. Not everyone who owns those properties were there while it

was operating but the properties themselves have all been there. So when people bought the properties, they bought knowing that there was actually an ongoing auto mechanic shop. So I don't think knowingly buying into an auto mechanic shop and coming in to object, I'm not saying that's what everyone is doing, they kind of knew what they were doing and I think it's going to enhance. I don't want to be -- because
08:02:08PM I do a lot of litigation, I'm probably sounding a little bit belligerent, but I think it is great that they are making objections, they are involved in the community, want to make sure it's a good community and this is going to be good for them, I think that's wonderful. So if I came across a little bit differently than that view, I apologize for being in court for too many times. So that's really all I had to say.

Lastly, I just wanted to thank
08:02:36PM Bethany because she was very helpful with me in terms of putting everything together so when we came before you, it would be smooth and

hopefully it has been.

Thank you very much for your time. Obviously, we would love a positive vote and moving on to the next phase. Any questions?

CHAIRMAN CASHMAN: Thank you.

Cynthia?

MS. CURRY: Just one question. You referred in your application that there would be offsite outdoor parking. Where is that going to
08:03:08PM be? If cars were still there, it would -- I should have underlined it but I made a note to myself, that you would have a spot to do offsite outdoor parking.

MR. JOYNER: I wish I had it in front of me. There's not going to be any offsite outdoor parking.

CHAIRMAN CASHMAN: Do you mean onsite?

MS. CURRY: I thought it said offsite. I thought there was something in here that said
08:03:32PM -- did anybody else see it?

MR. HURLEY: Yes, it's right here at the bottom.

MR. JOYNER: If it said offsite --

MR. HURLEY: It is.

MR. JOYNER: Probably should be on. It's a typo. Yes, there's not going to be any offsite parking.

CHAIRMAN CASHMAN: In the last paragraph.

MR. HURLEY: Yes.

MR. JOYNER: Apologize for that.
08:03:55PM CHAIRMAN CASHMAN: No problem.

MS. CURRY: I had another question I wanted to ask you.

Your building in Franklin Park, is that owned or leased?

MR. JOYNER: Leased. Been there for seven years.

MS. CURRY: Okay. I just have to say that whether you are in Franklin Park or whether you are in Hinsdale, it's -- I think you should
08:04:26PM take care of things appropriately no matter where you are. Franklin Park says you don't have to do this, you don't have to do it so I

look at that and I'm concerned are we going to have to be watchdogs of the property?

MR. JOYNER: I don't think so. My client actually brought some photos that he had taken of it today and he does try to keep things -- the only thing I saw that looked not good were the 27 water bottles that were out there, I guess. That's certainly not typical.

The other items, we didn't have
08:05:10PM cars everywhere. We went through that. And in terms of exterior storage of things, that's allowed under Franklin Park zoning but we try to keep it neat and clean.

I have known them for a while. They have been around a long time. Samir has been in our country since 12, kind of a great American dream story. I think -- what I always go back to in these kind of things. How terrible for business would it be if they didn't
08:05:43PM keep the property clean, including in Franklin Park. People aren't going to go there so it's counter to running a good business and like I

said, he's been at that facility for seven years and it's his business, he's expanding his business. Does that answer your question?

MS. CURRY: A little.

MR. JOYNER: Okay.

MS. CURRY: And I'm glad that things are cleaned up, but I just feel that that's a presence that no matter what community you are in.

08:06:17PM This is a bigger volume business clearly than the existing business or the business that was there, JMS. I don't think he did that level of business and I'm not sure, was that a tire center before or was it just engine repair there or was it just tune-ups and things?

MR. KRILLENBERGER: It was a regular gas station.

MS. CURRY: It was a gas station. So this is a huge step up. So when you reference 08:06:40PM that things have changed, people built houses there, they built it, it was still kind of a quiet station. We all used it periodically. It

was there and then kind of not there. This is going to be a big presence and I don't think it was a tire center and my concern is it's not a big parcel, where are you going to put tires? If you are doing engine work, where are you going to store those things?

MR. JOYNER: The interior of the property is sufficient for putting in things.

MS. CURRY: Inside?

08:07:09PM MR. JOYNER: Yes, it's all inside.

CHAIRMAN CASHMAN: The section that projects to the east, that's two-story, right?

MR. JOYNER: Yes.

CHAIRMAN CASHMAN: There's a stair up to the upper level, so areas for two levels of storage at the north end, like the last two bays?

MR. JOYNER: Yes. So, I mean, we can't have outdoor storage and we don't want to and we 08:07:38PM are not going to. I mean, there's a lot more -- two of the other businesses in the area, a lot more that I would call just in time you can do.

You have your appointments, you know what parts you are going to need, tires, you can get those pretty quickly, so there's not a ton of -- it's not going to be like when you go to Just Tires and there's racks and racks and racks of tires everywhere. So the nature of the business in terms of storage space is sufficient.

MS. CURRY: So would you say that it's more of a tire center if you had to say 08:08:21PM 50 percent new tires, 50 percent repairs, that's a lot of tires, or is that? Is the -- it's a tire center; right?

MR. JOYNER: It's a repair and tires.

MS. CURRY: Okay. So I imagine there will be trucks dropping off, picking up tires because you don't have that much room inside, right?

MR. JOYNER: There will be trucks coming in and dropping off tires and whatever 08:08:48PM else, sure.

MS. CURRY: I might have another question, but I'm good. Thank you.

CHAIRMAN CASHMAN: Jim?

MR. KRILLENBERGER: I guess I don't have many questions.

Mechanical diagnostic repair and maintenance places they aren't that loud. I don't know.

MR. JOYNER: I haven't found them to be loud in my experience.

MR. KRILLENBERGER: We have an existing 08:09:12PM provider here and they seem to get along well with the neighbors.

I like the idea that there's activity there. I like the idea since that has been vacant since 2019. It's invigorating to the community and I do like the idea of an additional provider. It sounds like you're addressing a lot of the concerns but I'd be interested in hearing the other side of that discussion. So those are my observations.

08:09:39PM MR. JOYNER: Me too.

CHAIRMAN CASHMAN: Pat?

MR. HURLEY: The only thing I was going

to ask about is you mentioned that it wouldn't be -- I don't know if it's possible but certainly not desirable to be limited to two dumpsters of five cubic yards each.

What would you be comfortable with and the quantity and its volume?

MR. JOYNER: If you don't mind, I'll answer your question but I have to ask my clients, see what they think.

08:10:28PM I think given the dumpster sizes, they have mentioned four I think would be probably a -- I mean, I'd rather be expressed in terms of cubic yards of dumpster because they have different sizes. It might make sense to have one bigger one rather than two little ones. If you want to put four that size, that's fine. If you want to do it in cubic yards, that would be our preference.

CHAIRMAN CASHMAN: Julie?

08:10:59PM MS. CRNOVICH: First of all, I do understand the neighbors' concerns and it's important that we listen to the neighbors. I

think you've answered all of the questions that they have for now.

Storage of tires, that will be inside?

MR. JOYNER: Yes. There will be no outdoor storage.

MS. CRNOVICH: Is the building soundproofed?

MR. JOYNER: Well, it's thick brick; I

08:11:22PM know that.

MS. CRNOVICH: So its noise will it be -- I think that came up with Land Rover.

MR. JOYNER: We don't have acoustic tiles but the brick will take care of it.

MR. KRILLENBERGER: I think the proximity is different than Land Rover. And you're closing at what time?

MR. JOYNER: 6:00.

MR. KRILLENBERGER: 6:00 p.m.

08:11:45PM MS. CRNOVICH: Maybe, Jim.

The enclosure in the rear, is that where the dumpsters will be?

MR. JOYNER: Yes. We have an overview. They will be in the rear where they were before.

MS. CRNOVICH: Is there room back there for say two dumpsters?

MR. JOYNER: There is. There's plenty of room for that.

MS. CRNOVICH: Okay. Another concern that I have is meant more for the owner of the strip mall. The mall is looking kind of sad and

08:12:20PM I think could really use some spiffing up, especially with all the vacant storefronts it's looking more than sad. I think it would be a positive for the neighboring property owners and the village if they would pay some attention to that. It looks like they are trying to attract new businesses.

MR. JOYNER: Yes. I've written it down. I'm going to call the owner, the same owner, and I'm going to tell them.

08:12:50PM MS. CRNOVICH: Okay. Thank you.

Those are all the questions I have for now.

CHAIRMAN CASHMAN: Shelley?

MS. CARTER: A couple of mine have already been asked but the two that I have remaining are is this business in addition to the one in Franklin Park or a replacement?

MR. JOYNER: The answer is it's in addition to, a second location.

MS. CARTER: And going back to the dumpsters, location of the dumpsters, so they

08:13:19PM would be around back, is there enough room so -- we we're talking cubic feet could all of them go back there if there was more of them? How much space in the back for dumpsters?

CHAIRMAN CASHMAN: It's just under 60 feet deep by about 20 feet. It's pretty big.

MS. CARTER: Okay.

MR. JOYNER: And I'll turn it back on you if maybe you're concern is we are going to have dumpsters in front.

08:13:45PM MS. CARTER: Or on the sides.

MR. JOYNER: No. In fact, if you want to put that in as a condition.

MS. CARTER: If they are hidden, I don't know that me personally care about the number, but I want to make sure there's enough space that they are not seeping around the side or in the front, that they can all be hidden in the back.

MR. JOYNER: Yes. What you have kind of triggered in me is that maybe just saying dumpsters will be located in the back would be sufficient to satisfy.

08:14:38PM

CHAIRMAN CASHMAN: Within a fenced enclosure.

MR. JOYNER: Yes, would be sufficient rather than cubic footage or such.

CHAIRMAN CASHMAN: I just looked at the photo. It's a stockade fence, this is a solid wood fence with the gates to the south.

MS. CRNOVICH: Which is good since dumpsters should be screened.

08:14:51PM

CHAIRMAN CASHMAN: Right.

Any more questions, Shelley?

(Cross talking.)

MS. CARTER: No. That's it.

MS. CURRY: The owner of the building should take a good -- I have ones from the alleyway, I don't know if anyone wants to see them, that's kind of amazing.

MR. JOYNER: Looking sad.

MS. CURRY: Just the fence behind the building. Is that owned by --

CHAIRMAN CASHMAN: Yes, that's on their parcel. What's interesting is the 17 parking spaces that face the other parcel, it almost appears that some of it they're being used by the apartment building.

08:15:18PM

MS. CRNOVICH: I was wondering about that.

MS. CURRY: I was too.

CHAIRMAN CASHMAN: From what I saw today, I mean, obviously no one is in the motor building right now so someone is parking along there and there's about at least six vehicles, one as you can tell that had just recently left before the snow. I don't know if there's an

08:15:39PM

arrangement but that's something --

MR. JOYNER: I doubt it. I think all of us have probably lived in apartments where you're allowed one space and you need two cars, so they are trying to figure out what to do. But we will look into that as well because we don't want a bunch of cars parked there.

CHAIRMAN CASHMAN: It's actually kind of fascinating looking at the plat of survey that there's not even an easement for the parking spaces that are on the property of that apartment building.

08:16:10PM

MR. JOYNER: Correct.

CHAIRMAN CASHMAN: Which is bizarre to me that's not a dedicated easement but just, you know, it's probably just two neighbors agreeing to provide access.

Any other questions, Shelley?

MS. CARTER: No.

CHAIRMAN CASHMAN: Okay. I have a few.

08:16:31PM

I do think a condition that the dumpsters be within the fence enclosure is

important. It won't be unsightly and as many as they need, I think that's a business operational question. We don't as a zoning ordinance get into --

MR. JOYNER: Certainly we won't be paying for more dumpsters than we need.

CHAIRMAN CASHMAN: And I do appreciate, I think the association did a nice job of really thoughtfully going through this and I appreciate the fact that this wasn't like no, we object but here's, like, the issues that we had concerns with.

08:16:57PM

And of the seven, I do feel like you did respond to basically four of the seven, the first two. The two about -- No. 3 and No. 4 about limiting vehicles, size of operation, staff, we have had this come before us in the past. The zoning ordinance focuses on zoning and building, we don't restrict business operations.

08:17:25PM

I mean this came up on a bank. So long as they comply with parking, setbacks, all

that thing, we don't really get inside the building and talk about how many bank employees they can have. The zoning ordinance is designed to supply adequate parking, access, buffer to residential and all that but I think those two questions really are not something that we as a plan commission have authority on and I kind of believe that when it comes to dumpsters, it's the same thing. It's not something that's in our zoning ordinance.

08:17:56PM

The appearance and the screening of them does, so I think that's where it's great that there's that screening and it's a large area and if they are not using outside storage for tires or anything else, that's a large place that you could store dumpsters.

Parking, I mean, there's 29 spaces on those two parcels, which are basically part of it, and you basically need a dozen. So if you even have five employees, six employees, you have plenty of room for storage of vehicles that are being repaired plus five bays.

08:18:26PM

I recall when I moved here in '66, it was an active gas station. I used it once I was able to drive. My parents went there. It was much busier back in that period when it was a gas station and repair and then when they quit selling gas, then it become a little quieter operation but it has been there for quite a long time. I'm fairly certain it was there in '66.

I think you answered most of my questions but I did want to have at least one gentleman that wants to speak to this matter. If you would like to come up and give us your name and your address.

08:19:05PM

MR. JOYNER: Thank you, all.

CHAIRMAN CASHMAN: Okay. Thank you.

MR. McCARTHY: Evening. Thanks for having me here tonight. My name is Jim McCarthy. I'm here on behalf of the Golfview Hills Homes Association; I'm the secretary. Our president Ron Hanson is the person who drafted the letter that you've all received. He is unfortunately, or fortunately in his case, in

08:19:34PM

New Mexico and not here so here I am.

I think Mr. Hanson's letter covered our concerns pretty well so I'm not going to beat that dead horse and I know you have all read it just from hearing your questions.

I do want to point out a few things. No. 1, this came in front of the board and we discussed it in depth and it was a unanimous vote opposing this. This vote was cast by some people who were customers for many years of JMS, people who had been going there forever.

08:20:14PM

The question here is not really, you know, regarding the special use permit. JMS ran a nice operation, they stopped, the permit expired. Now somebody else is coming in. The question is: Is it still appropriate to have a gas station or a shop at that location? And even more bigger question for us: Is this the right business to be there? Because I think you have to look at that one. I think you pointed out earlier that just because Franklin Park

08:20:43PM

might let you get away with something, you shouldn't do it and that's our concern here is that they've proven the way they run their operation in Franklin Park.

The woman who took the pictures is here. Nobody is contesting I think that those pictures are saying those are inadequate.

The area around that gas station has grown up over the years. I know many of you have been here a long time. I have. There were a lot of other businesses along Madison Street too that are long gone that probably would not have been an appropriate use under current situations. I mean, Belluomini's for one. Who here hasn't ever been at Belluomini's? But could they ever reopen? I haven't, but there were other business along there. Times have changed and the question is: Is that something that we want in a residential neighborhood? I would submit our board says no.

08:21:16PM

08:21:47PM

We are literally right across the street from that gas station. We also see the

condition of the other stores that are in that complex and we have concerns about that too.

One of the big issues here for us is -- and there's some confusion maybe -- you have three parcels here. Why are all three of them subject to this application? I mean, if the board was inclined, the commission was inclined to approve this, it should be limited strictly to Parcel 1. Period.

08 22 25PM The parking space issue that we were talking about earlier, I think 50 spaces was mentioned. I look at the aerial picture and we count maybe 16. If you include Parcel 3, which is basically the alley behind the property, that's not part of the lease agreement, at least according to what I've seen here, and we definitely don't want them parking cars in the rest of the strip mall.

So if you were inclined to approve

08 22 52PM that, we would want the kind of conditions imposed that are spelled out in our objection letter.

But I guess in summary, the question really is: Is this applicant a good fit for the neighborhood? And I think just the fact that we went and drove over and saw the way they're running the business now is an indication that probably not and I think the village is going to end up having a lot of headaches trying to keep them in line if they do approve it. Thank you.

08 23 26PM CHAIRMAN CASHMAN: Thanks, Jim.

Anyone else want to speak on this matter?

(No response.)

Hearing none, commissioners, thoughts, other questions?

MS. CURRY: I just --

MR. JOYNER: Mr. Chairman, is there anything else we should address?

CHAIRMAN CASHMAN: Not at this moment.

08 23 51PM MS. CURRY: So the last time when JMS Service was in there that was 2019, so he was still operating pre-pandemic; correct? Because

I'm wondering why it was vacate so long but it was just did he decide to retire?

MR. KRILLENBERGER: I don't know the answer though I thought it was longer.

CHAIRMAN CASHMAN: I thought it was longer than that. Seems like it's been vacant for a long --

MS. CURRY: I thought it was longer than that too.

08 24 15PM CHAIRMAN CASHMAN: 2019. The storage tanks were removed in 2016, so prior to that.

MR. KRILLENBERGER: So maybe just had operations that were not noticeable and I don't know but to address the neighborhood's and Julie's observations maybe this new business will revitalize that strip mall, give people a reason to go there.

MS. CRNOVICH: That's a point.

CHAIRMAN CASHMAN: It is permitted

08 24 56PM special use in that zoning district.

MR. KRILLENBERGER: That's a busy road.

CHAIRMAN CASHMAN: Just like a church

or a school would be.

MS. CRNOVICH: I don't see what else could go into that space. I mean, who's going to lease a garage unless you are an auto mechanic?

MS. CARTER: It would need major, major renovations.

MS. CRNOVICH: Major renovations.

CHAIRMAN CASHMAN: The property owners

08 25 24PM would have to undertake, right, maybe change zoning, turn it into something else.

MS. CRNOVICH: And actually, I'm surprised with the location, you know, the mall there, they are out there by themselves. I would think more businesses would be wanting to get in there.

CHAIRMAN CASHMAN: Well, we had Plate Exercise moved in there but then unfortunately they moved, they expanded and moved to Chicago.

08 25 48PM MR. KRILLENBERGER: Caterer was in there.

MS. CRNOVICH: And then at one time

there was a wine shop I think.

CHAIRMAN CASHMAN: Well, I do think to Jim's point, and I think it's important because there's obviously in reading this, it's not crystal clear. I do think this -- it needs to be conditioned this is strictly limited to the parcel 1, which basically does include those 17 spaces and not the parcel to the north. I mean, there's plenty of parking on this parcel. There should be no need based on their use and it would be detrimental to the success of the stripe mall portion if they were using any of those parking spaces. And then I also think the condition of the dumpsters within the enclosure. And I, frankly, would like to see the place painted and spruced up a little bit.

I mean, when you look at the building itself, at some point, I don't know when, they put new aluminum storefront in the strip mall. It used to be terrible. So that's a slight improvement to that but this is just painted wood and everything and it certainly

hasn't been painted for a while.

MR. KRILLENBERGER: Just to his point, the back is shabby. I don't think there's any other word for it. I don't know whether it's in our purview to say look, we wish you well, please replace -- please do X, Y and Z.

CHAIRMAN CASHMAN: It's tough because basically there's those parking spaces and they butt right up to that fence, there's not really a landscaping zone there. There's no landscaping on this property.

MS. CURRY: Can we ask for that? I would like to see the fence replaced. And again, I don't know if that would be -- whose jurisdiction that would fall under. Is that the person who owns the property or is that a request we can make? It's really awful.

CHAIRMAN CASHMAN: The guys that get paid, the trustees, can decide.

MS. CARTER: It seems like all of these comments are going to the thought of can this be used as something to lift up that strip mall

plus this area and I guess the larger question is what's our authority and who do we have to tell to do that? Because to me that would be great, right? I mean, if this somehow could be impetus for that strip mall to look better, for that fence to look better, for this to be more cleaned up, I don't see what other use this is going to have other than some sort of repair or tire shop and I appreciate from the pictures of the Mannheim Road facility, I appreciate the fence wasn't theirs and some of those cars weren't theirs. The thing that bothered me was the milk jugs, but I also don't know that I feel strongly enough about a picture about the milk jugs. I think if condition is trash is always in the dumpsters, there's nothing outside, I think I feel comfortable with that but if not this, what, I guess is my question. And can this be used to make the entire property better?

MR. KRILLENBERGER: Well, to your point, the marketplace in Hinsdale, Illinois, will enforce that people will take their cars,

fancy or not, to nice places. If this looks like garbage, I'm not coming to your place. Franklin Park's different as you pointed out. So we are kind of counting on you to keep it looking not only nice, really nice.

MS. CARTER: But that benefits the business too.

MR. KRILLENBERGER: What's the name of the preschool over on Ogden?

MS. CARTER: Kensington.

MR. KRILLENBERGER: That's the sort of places that are Hinsdale. Your garage isn't going to look like that, drive by.

CHAIRMAN CASHMAN: Even the colors on this if they took the -- it's kind of aquamarine, I mean if you just took the aquamarine colors and that was painted white, it would basically improve the whole facility and look more like Fuller's service area.

MS. CURRY: That's a perfect example. Drive by that.

MS. CARTER: Go to Fuller's. That's

what you need to look like.
MS. CURRY: Go to Fuller's.
MR. KRILLENBERGER: That's your competition. But let there be another service provider in town, I think that'd be great, but there's responsibility that will come with that and I don't think we can enforce it.
CHAIRMAN CASHMAN: Just back to enforcing I mean, another condition that would
08:30:43PM be helpful any of the existing signage that's on the building be removed. There's a Napa auto car center, certified mechanic and the signs obviously come back to us as a package that we can look at that and see how that would enhance the overall character. The ground sign would have to be replaced, anything on the building but there's kind of a collection of stuff that was left by the previous tenant.
MS. CRNOVICH: The Mobil sign.
08:31:12PM MS. CURRY: How about the canopy, what's going to happen with the canopy?
CHAIRMAN CASHMAN: The application says

it's to remain. I could see the advantage of that when it snows. I saw a police officer using it today as a convenient location to try to catch people on Madison.
Would there be objection by the applicant to painting the building and removing the existing signage?
MR. JOYNER: No. No objection.
MR. SHARABATEE: No objection.
08:31:49PM MS. CARTER: I mean even with the canopy, like, some nice potted green things, the bottom of the columns, like --
MS. CRNOVICH: Go look at Fuller's.
MS. CURRY: Go look at Fuller's.
MS. CARTER: This could be a lot more attractive if there was --
CHAIRMAN CASHMAN: And even where that sign is place out there because --
MS. CURRY: I actually think the
08:32:06PM building is an attractive building. I think it would make a really nice restaurant if you guys change your mind. I say Italian.

MR. KRILLENBERGER: Barbecue.
MS. CURRY: You can have outdoor seating there. I agree, some landscaping, color changes. Can we request that to look at? That would be the next.
CHAIRMAN CASHMAN: That's a condition to enhance, add some landscaping. It's something we can give the board to consider that, look at that. I mean, they are the final
08:32:48PM say on this.
So it would be the dumpsters within the enclosure, strictly limited to the Parcel 1, painting the exterior and then removing signs.
MS. CRNOVICH: The exterior trim, right, not the brick.
MS. CURRY: Yes, not the brick.
MS. CRNOVICH: We went through that before.
MS. CARTER: Yes, black with a glossy
08:33:26PM black or white. We are just designing this for you. Flowers in the pots.
MR. JOYNER: Thank you.

CHAIRMAN CASHMAN: Let's see. Any other comments from the commissioners?
MS. CRNOVICH: No.
CHAIRMAN CASHMAN: Hearing none, do I hear a motion?
MR. KRILLENBERGER: Krillenberger so motions for acceptance -- what are we motioning for?
CHAIRMAN CASHMAN: Approval of this
08:33:55PM special use permit application.
MR. KRILLENBERGER: Approval of the special use permit application.
CHAIRMAN CASHMAN: With these four conditions: The dumpsters are within the fence enclosure; that this application is strictly limited to Parcel 1; that the exterior trim is painted in a complimentary color; that existing signs are removed from the building and that the applicant investigate enhancing the property
08:34:32PM with some landscaping or potted plants.
MS. CARTER: Do we need to have a condition or can we have a condition about

outdoor storage or is that outlined in the code?
CHAIRMAN CASHMAN: That's already in the application.
MS. SALMON: You can add that as a condition.
CHAIRMAN CASHMAN: No outdoor storage.
MR. KRILLENBERGER: Of parts, tires, anything but cars.
CHAIRMAN CASHMAN: Correct.
08:34:55PM MS. CARTER: That's already included?
CHAIRMAN CASHMAN: Correct.
MS. SALMON: But it can be included as an additional condition.
CHAIRMAN CASHMAN: Okay. So that would be five conditions.
MS. CURRY: Can we request the fencing be replaced in the back? It's rotting in many places. How could we do that?
CHAIRMAN CASHMAN: We can request that
08:35:14PM the building owner replace the fence because I imagine that's under their responsibility. So that would be six, request fence replacement. A

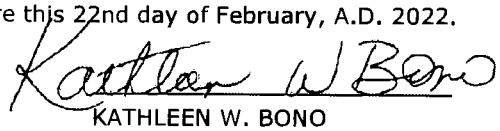
new fence would be better for the people dwelling in the apartment buildings and from anyone driving down on 59 alley. Okay. So six conditions.
Do I have a second?
MS. CARTER: Second, Carter.
CHAIRMAN CASHMAN: Can I have a roll call vote, please?
MS. SALMON: Commissioner Curry?
MS. CURRY: Aye.
MS. SALMON: Commissioner Krillenberger?
MR. KRILLENBERGER: Aye.
MS. SALMON: Commissioner Hurley?
MR. HURLEY: Aye.
MS. SALMON: Commissioner Crnovich?
MS. CRNOVICH: Aye.
MS. SALMON: Commissioner Carter?
MS. CARTER: Aye.
MS. SALMON: Chairman Cashman?
CHAIRMAN CASHMAN: Aye.
Thank you. Good luck. I hope

these conditions aren't too onerous but I think it will really help you be successful.
Do I have a motion to close the Public Hearing?
MS. CURRY: Motion to close.
CHAIRMAN CASHMAN: Is there a second?
MR. HURLEY: Second.
CHAIRMAN CASHMAN: May I have a roll call vote, please, Bethany?
08:36:31PM MS. SALMON: Commissioner Curry?
MS. CURRY: Aye.
MS. SALMON: Commissioner Krillenberger?
MR. KRILLENBERGER: Aye.
MS. SALMON: Commissioner Hurley?
MR. HURLEY: Aye.
MS. SALMON: Commissioner Crnovich?
MS. CRNOVICH: Aye.
MS. SALMON: Commissioner Carter?
MS. CARTER: Aye.
MS. SALMON: Chairman Cashman?
CHAIRMAN CASHMAN: Aye.

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

I, KATHLEEN W. BONO, Certified Shorthand Reporter, Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn by me to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affix my electronic signature this 22nd day of February, A.D. 2022.



KATHLEEN W. BONO
C.S.R. No. 84-1423
Notary Public, DuPage County

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GROUP EXHIBIT C

APPROVED PLANS

(ATTACHED)

Wade Law, Chtd.

April 18, 2022

Village Board of Trustees
Village of Hinsdale
Hinsdale, Illinois

Re: Hinsdale Discount Tire & Automotive, Inc., No. A-36-2021

Dear Trustees:

We have revised the enclosed Application to include the Plan Commission's recommended conditions of approval. The additional materials have been added to the end of the original Application. The Plan Commission conditions and our responses are as follows:

1. **Dumpsters shall be located within the fenced enclosure.** Agreed.

2. **All business operations and associated parking approved under the Special Use Permit shall be limited to Parcel 1 only, as shown on the submitted Plat of Survey.** Agreed and our request in the Application is limited to Parcel 1.

3. **The exterior trim of the building is painted in a complementary color. The existing brick shall not be painted.** Agreed. The Commissioners requested we use glossy white, as the "Fuller's" property. A swatch of the color is included in the packet.

   Parcel 1 {Garage]: We have enclosed photos that show the front and side of the building, as well as how the building on this parcel will look after the aqua trim is painted glossy white. The rear of the building is brick so it will remain unchanged. We will complete the painting no later than 60 days after the Application is approved by the Village. We will also bring a sample of the color to the hearing.

   Parcel 2 [Mall]: The landlord has agreed to paint the white trim shown on the enclosed photo the same glossy white as the garage trim. It will complete the painting by August 31, 2022.

4. **The existing signs shall be removed from the building.** We have done this.

5. **Investigate enhancing the property with landscaping or potted plants.** The landlord prepared the attached landscaping plans for the garage and mall parcels. We also included an overhead photo of the property so you can see where the landscaping is and will be. The plans shows the location of the current and the additional

landscaping on both parcels. The landscaping work will be completed within 60 days of Application approval by the Village.

Parcel 1 [Garage]: The existing landscaping consists of one tree and a monument sign in a concrete bed along Madison and 2 trees in another concrete bed along Madison. The landlord will improve the existing beds with mulch and by adding perennial daylilies (12), grasses (9) and bushes as needed, which will fill in the open areas of the beds. The landlord has removed the monument sign.

The additional landscaping is containers adjacent to each of the three canopy posts. The containers will be planted with will have annual flowers from May to September then mums through November, weather permitting. We have included a photo of the containers, which are 33" x 18" x 16".

Parcel 2 [Mall]: The existing landscaping consists of several concrete beds along Madison that contain trees. The landlord will enhance the landscaping with mulch and by adding perennial daylilies (42), which will fill in the open areas of the beds.

6. **No outside storage shall be allowed on the property.** Agreed and we were not seeking to do so.

7. **Investigate replacing the fence on the property.** We have inspected the fence. It is in acceptable condition but appears to be in poor condition because it needs to be powerwashed, any broken slats replaced and the entire fence restained. We have enclosed a photo of the fence and a swatch of the stain color. The color is similar to the current dark brown stain on the fence. We will also bring a sample to the hearing.

Sincerely,

Wade Joyner,
Attorney for Applicant

Wade Law, Chtd.

October 29, 2021

Village of Hinsdale
Plan Commission
19 East Chicago Ave.
Hinsdale, IL 60521

Re: Application for Auto Mechanic Shop
5837 South Madison Street (Madison Street and 59th Street)

Dear Commissioners:

I represent Applicants Samir and Gina Sharabatee. We are requesting Village approval to own and operate an Auto Mechanic Shop as tenants of the Property. Included with this letter is the Plan Commission Application, Special Use Permit Criteria, Application for Certificate of Zoning Compliance, ALTA Survey, Interior Floor Plan, exterior photos, and proof of ownership of their Landlord.

There is an existing, vacant Auto Mechanic Shop building on the Property, which was constructed and operated prior to the Village Zoning Code. The space has been vacant since 2019, so we need a Special Use Permit to reopen it. The space is part of a business complex of 7 units.

A few details of their business:

Hours of Operation: Monday through Friday 9am -6pm. Saturday 9am-5pm. Closed Sunday.

Scope of Work: They will perform mechanical diagnostic, repair and maintenance on domestic and foreign vehicles, including work on engines, transmissions, emissions, EVAP systems, electrical systems, exhaust systems tire repair/replacement, wheel alignment, steering and suspension systems. The Shop's work does not include shredding tires.

Employment: We estimate the Shop will have 5 employees.

Outdoor Use: There will not be outdoor operations, nor will there be storage of equipment, product or other materials. Vehicles to be repaired will be parked in the outdoor, off-site parking until they are repaired. However, these vehicles will be on the property for a few hours to no more than two days, as occurs with other typical vehicle repair businesses.

Size of Space: 9,829 square feet.

630.768.1042 • WADE@WADELAWATTORNEY.COM
P.O. Box 234 • Big Rock, Illinois 60511
WWW.WADELAWATTORNEY.COM

We look forward to presenting this project to you. Thank you for your consideration.

Sincerely,



Wade Joyner

630.768.1042 • WADE@WADELAWATTORNEY.COM
P.O. Box 234 • Big Rock, Illinois 60511
WWW.WADELAWATTORNEY.COM

ALTA/NSPS LAND TITLE SURVEY

PARCEL 1:

THE SOUTH 150.00 FEET OF THE WEST 150.00 FEET OF LOT 5 IN BLOCK 6 IN BRAINGAR BROS. HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 AND OF THE NORTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT 141390, IN DUPAGE COUNTY, ILLINOIS

PARCEL 2:

THE WEST 150.00 FEET (EXCEPT THE SOUTH 150.00 FEET OF THE WEST 150.00 FEET THEREOF) OF LOT 5 IN BLOCK 6 IN BRAINGAR BROS. HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 AND OF THE NORTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT 141390, IN DUPAGE COUNTY, ILLINOIS

CROWN CLUB COURTS CONDOMINIUM

MADISON STREET

59TH STREET

PARCEL 1

PARCEL 2

LOT 5

N88°11'22"E 180.00

S88°11'22"W 180.00

N01°53'48"W 302.00

S01°53'48"E 302.00

66.00

150.00

DROVE IRON PIPE

FOUND IRON PIPE

NORTH LINE OF LOT 5 IN BLOCK 6

BUILDING IS 0.48' SOUTH 84.34' EAST

BUILDING IS 0.44' SOUTH

ONE-STORY BRICK BUILDING

BUILDING "FOOTPRINT" IS 9,003 SQUARE FEET

15815-15837

TWO-STORY BRICK BUILDING #311

TWO-STORY BRICK BUILDING #309

MONUMENT SIGN

BUILDING IS 84.75' EAST 0.08' NORTH

BUILDING IS 0.02' NORTH

BUILDING "FOOTPRINT" IS 2,627 SQUARE FEET

15837

NORTH LINE PARCEL

APPROXIMATE LOCATION OF CANOPY

CANOPY SUPPORT

EAST LINE PARCEL 1

EAST LINE OF THE WEST 150.00 FEET OF LOT 5

USED FOR ACCESS TO ADJOINERS PARKING SPACES

PART OF PARCEL 2

EAST LINE OF THE WEST 180.00 FEET OF LOT 5 IN BLOCK 6

COMMONWEALTH EDISON COMPANY & ILLINOIS BELL TELEPHONE COMPANY EASEMENT DOCUMENT R82-16557

COMMONWEALTH EDISON COMPANY & ILLINOIS BELL TELEPHONE COMPANY EASEMENT DOCUMENT R82-21753

NOT INCLUDED

AFT & T CABINETS

CONCRETE SIDEWALK

ASPHALT

GRAVEL

CONCRETE

OH

'60.00'

BASIS OF BEARING

ILLINOIS STATE PLANE COORDINATES EAST ZONE, NAD83-IL12

FLOOD ZONE

ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER 17043C0090H FOR DUPAGE COUNTY, ILLINOIS AND INCORPORATED AREAS BEARING AN EFFECTIVE DATE OF DECEMBER 16, 2004 THIS SITE IS IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

AREA

54,360 SQUARE FEET ± 1.2479 ACRES

ZONING DISTRICT

B-1, COMMUNITY BUSINESS

PARKING SPACES

THERE ARE 33 STRIPED PARKING SPACES ON THE SITE, 2 OF WHICH ARE DESIGNATED HANDICAP

SCHEDULE B SURVEY ITEMS

ACCORDING TO ATTORNEY'S TITLE GUARANTY FUND COMMITMENT NUMBER 17047780003 DATED APRIL 10, 2017

(14) THE EASEMENT BY DOCUMENT R82-16557 AFFECTS THE PROPERTY AND IS SHOWN HEREON

(15) THE EASEMENT BY DOCUMENT R82-21753 AFFECTS THE EAST 5 FEET OF PARCEL 2 AND IS SHOWN HEREON.

TABLE A ITEMS 10 & 16

10. NO PARTY WALLS WITH ADJOINERS EXIST ON THIS PROPERTY.

16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WAS OBSERVED WHILE CONDUCTING THE SURVEY.

LEGEND

SANITARY MANHOLE, SANITARY CLEANOUT, STORM MANHOLE, STORM CATCH BASIN, STORM INLET, STORM CLEANOUT, FLARED END SECTION, TRANSFORMER, ELECTRICAL BOX, CABLE T.V. BOX, TELEPHONE BOX, TRAFFIC CONTROL BOX, ELECTRIC HANDHOLE, COMMUNICATION MANHOLE, TELEPHONE MANHOLE, ELECTRIC METER, GAS METER, GAS VALVE, B-BOX, WATER VALVE, WATER VAULT, FIRE HYDRANT, POST INDICATOR VALVE, WATER METER, PARKING METER, SIGN, FLAG POLE, PIPELINE MARKER, MAILBOX, DOWNSPOUT, LIGHT POLE, OVERHEAD LIGHT POLE, ELECTRIC MANHOLE, TRAFFIC SIGNAL POLE, TRAFFIC CONTROL BOX, TRAFFIC SIGNAL VAULT, RAILROAD SIGNAL POLE, RAILROAD SIGNAL VAULT, UTILITY POLE, OVERHEAD WIRES, UNDERGROUND ELECTRIC, UNDERGROUND GAS, UNDERGROUND TELEPHONE, UNDERGROUND FIBER OPTIC, UNDERGROUND CABLE T.V., WATER MAIN, SANITARY SEWER, STORM SEWER, FENCE LINE, GUARD RAIL, DECIDUOUS TREE, PINE TREE, CROSS IRON PIPE, FOUND IRON PIPE, CROSS CUT IN CONCRETE, M = MEASURED DIMENSION, R = RECORD DIMENSION

TO:
ATTORNEY'S TITLE GUARANTY FUND
SOUTH MADISON LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (PARCEL 1)
MADISON PLAZA CENTER LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (PARCEL 2)
VISTA HOLDINGS CORP.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 7a, 7b1, 7c, 8, 9, 10, 11, AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 23, 2017.

DATED THIS 23 DAY OF MAY 2017

BY:

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2689
LICENSE EXPIRES: NOVEMBER 30, 2018
WEBSTER, McGRATH & AHLBERG, LTD.
207 SOUTH NAPERVILLE ROAD
WHEATON, ILLINOIS 60187
630-668-7800

VICINITY MAP (NOT TO SCALE)

BURLINGTON NORTHERN RAILROAD
ILLINOIS ROUTE 83
MADISON
STREET
55TH STREET
SITE
59TH STREET
SOUTH LAKE COUNTRY CLUB
GRANT STREET
63RD STREET

Rev	Date	Description	By

ALTA/NSPS LAND TITLE SURVEY

LOCATION: 5815-5837 S. MADISON STREET, HINSDALE, ILLINOIS

PREPARED FOR: VIST HOLDINGS CORP, PHONE: 603-701-4838

WEBSTER, McGRATH & AHLBERG LTD.

WMA LAND SURVEYING · CIVIL ENGINEERING · LANDSCAPE ARCHITECTURE
Over a Century of Service to our Clients
207 South Naperville Road, Wheaton, Illinois 60187
(630)668-7800 Fax: (630)682-1780 Email: wma@webstermcgrath.com
Illinois Firm License No.: 184-001191

JOB #	DATE	SCALE
43783	05-25-2017	1"=20'
SURV	GRAVEN	DESIGN
GA	GA	
FILE #		SHEET #
D-32746-A		1 of 1

P. 32746 A

5/25/2017 11:35:33 AM

E:\ACTIVE PROJECTS\DWGS 2017\SURVEY\SOUTH MADISON\ALTA 2017\32746-A ALTA 2017.dwg

45'-0"
EX GARAGE DOOR
EX CAR LIFT
LINE OF FRAMED STORAGE SPACE ABV
EX MID COL
26'-6"
HR UP
15'-7 3/16"
65'-1"
EX SINK
85'-5 5/8"
EX GARAGE
CLG @ 150"
27'-4 13/16"
55'-11 5/8"
EX WINDOW
EX COUNTERSPACE
EX COFFEE
14'-11"
9'-11"
17'-11 5/8"
EX OFFICE
CLG @ 96"
EX RETAIL
CLG @ 90"
EX BATH
CLG @ 96"
11'-9 13/16"
8'-4"
8'-1"

SUPPLEMENTAL DOCUMENTS



BEHR Premium Plus

Satin White Semi-Gloss

Exterior

Paint for Trim on Parcel 1 and Parcel 2



- The Aqua trim will be repainted white, as will the two posts on the building
- The signs will be removed.



- Planters will be placed next to the three canopy posts. They will be planted with flowers from May thru October.



Example of how all the trim will look after painting glossy white. The signs have been removed.



The fence will be powerwashed, slats replaced as needed and stained dark brown.



Stain for Fence



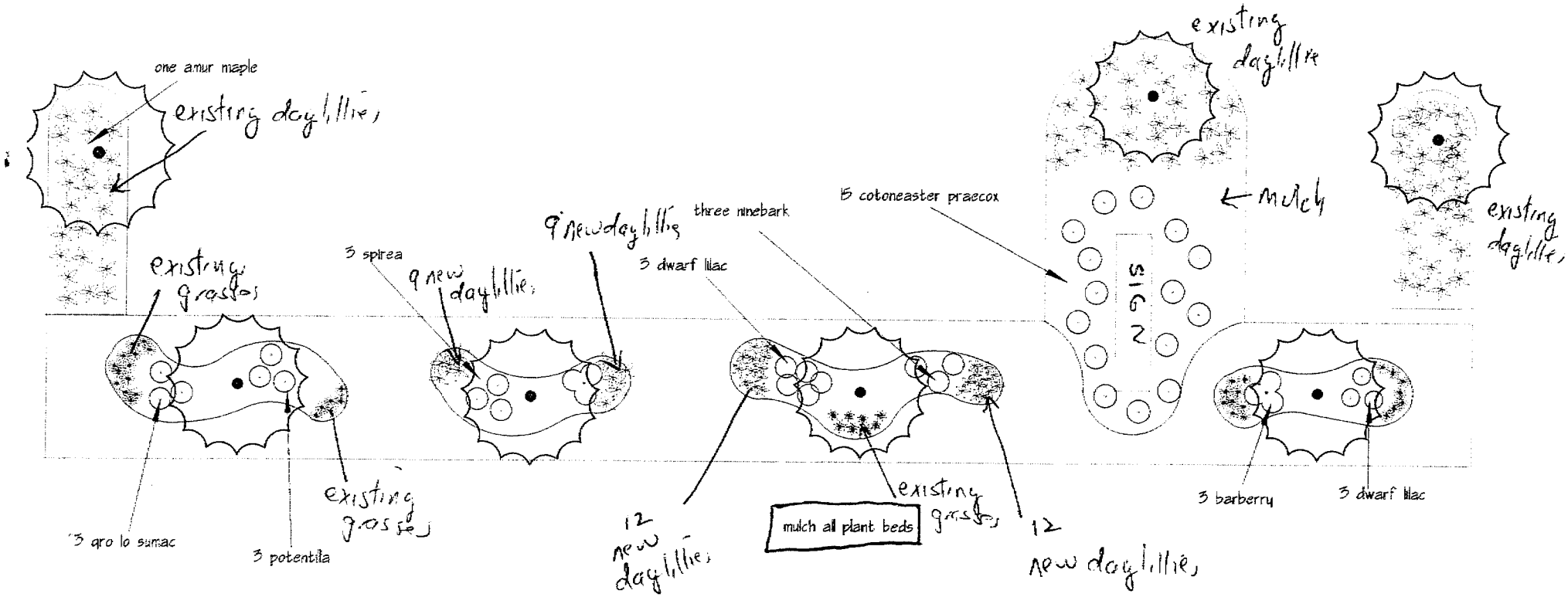


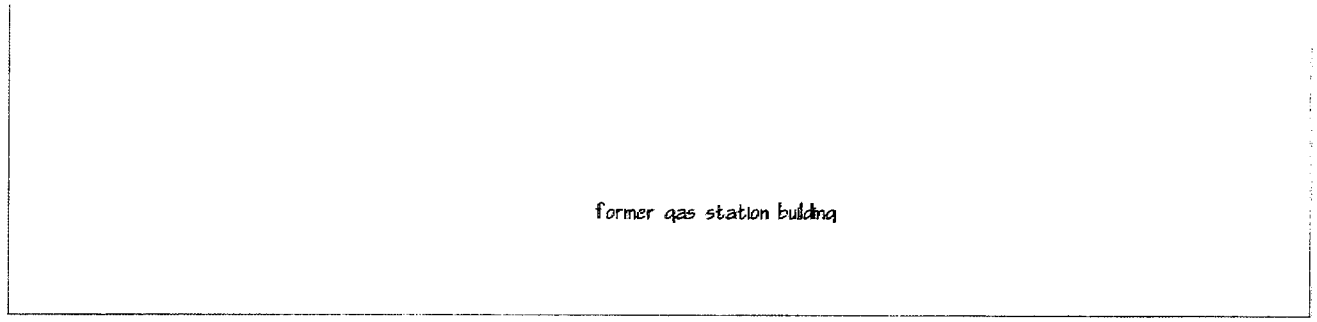
The trim, posts and cupolas will be repainted glossy white. The white window trim does not need to be repainted.



Veradek Brixton Series Long Planter 33 x 18 x 16

S Madison St
S Madison St
5837 S Madison St,
Hinsdale, IL 60521

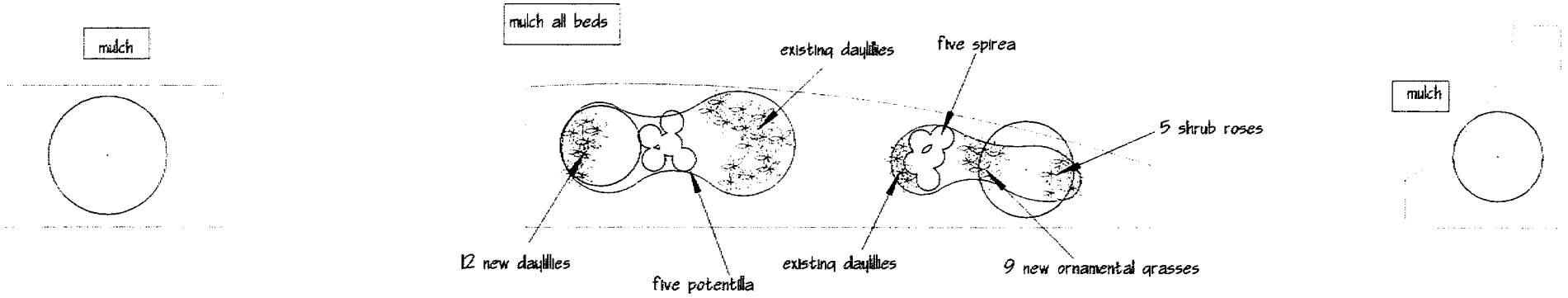

one amur maple
existing daylillies
existing grasses
3 spirea
9 new daylillies
9 new daylillies
three ninebark
3 dwarf lilac
15 cotoneaster praecox
existing daylillie
mulch
existing daylillies
3 aro lo sumac
3 potentilla
existing grasses
12 new daylillies
mulch all plant beds
existing grasses
12 new daylillies
3 barberry
3 dwarf lilac
SIGN
N





3 planters near each post
to be filled with
summer annuals May - Sept
mums Sept - Nov





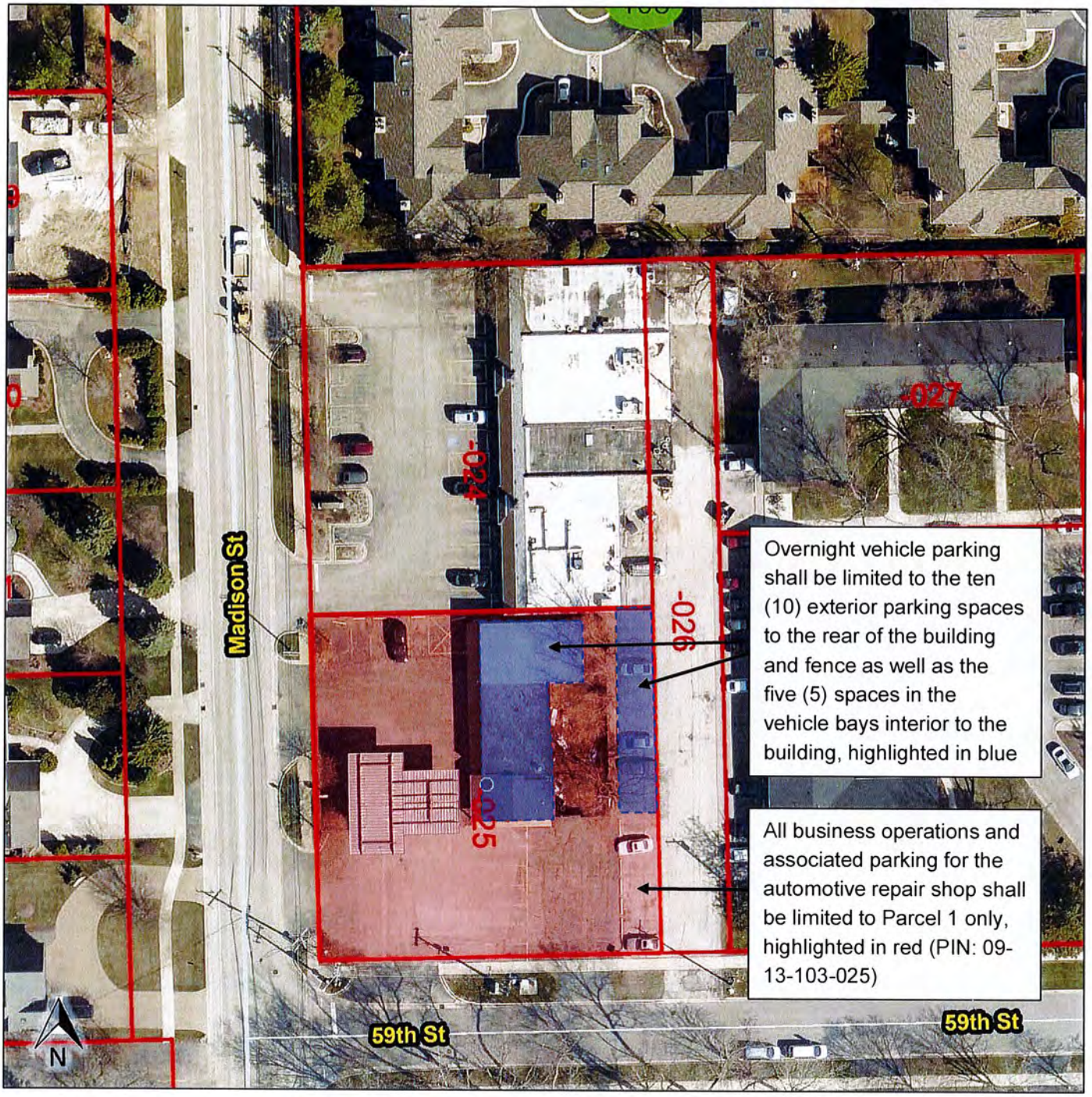
← N

EXHIBIT D

PARKING RESTRICTIONS EXHIBIT

(ATTACHED)

EXHIBIT D: 5837 S. Madison Street – Special Use Permit Parking Restrictions



11a

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

DATE: June 14, 2022

TO: President Cauley and Members of the Village Board

CC: Kathleen A. Gargano, Village Manager

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

RE: Discussion Item Tollway Project-Changes to Fence and Landscaping Veeck and Peirce Parks

---

In May 2019 the Village entered into an Intergovernmental Agreement with the Tollway that covered a number of topics including post construction landscaping renderings for Veeck and Peirce Parks.

In summary, staff has been reviewing detailed landscape plans and makes the following recommendations:

Veeck Park-the original landscape renderings called for three rows of trees abutting the fence that runs parallel to the BNSF tracks. Staff (including representatives from the Parks and Recreation Department and Public Services) have concerns that three rows of trees will encroach too much into the park space an inhibit the ability to move fields around to avoid turf overuse. Staff recommends two rows of trees rather than three. Staff also has concerns over the planting of any trees on top of the underground utilities located in a 40' section in the far northwest section of the park. Staff is concerned that the tree root system could interfere with the underground utilities and that the trees may not grow properly.

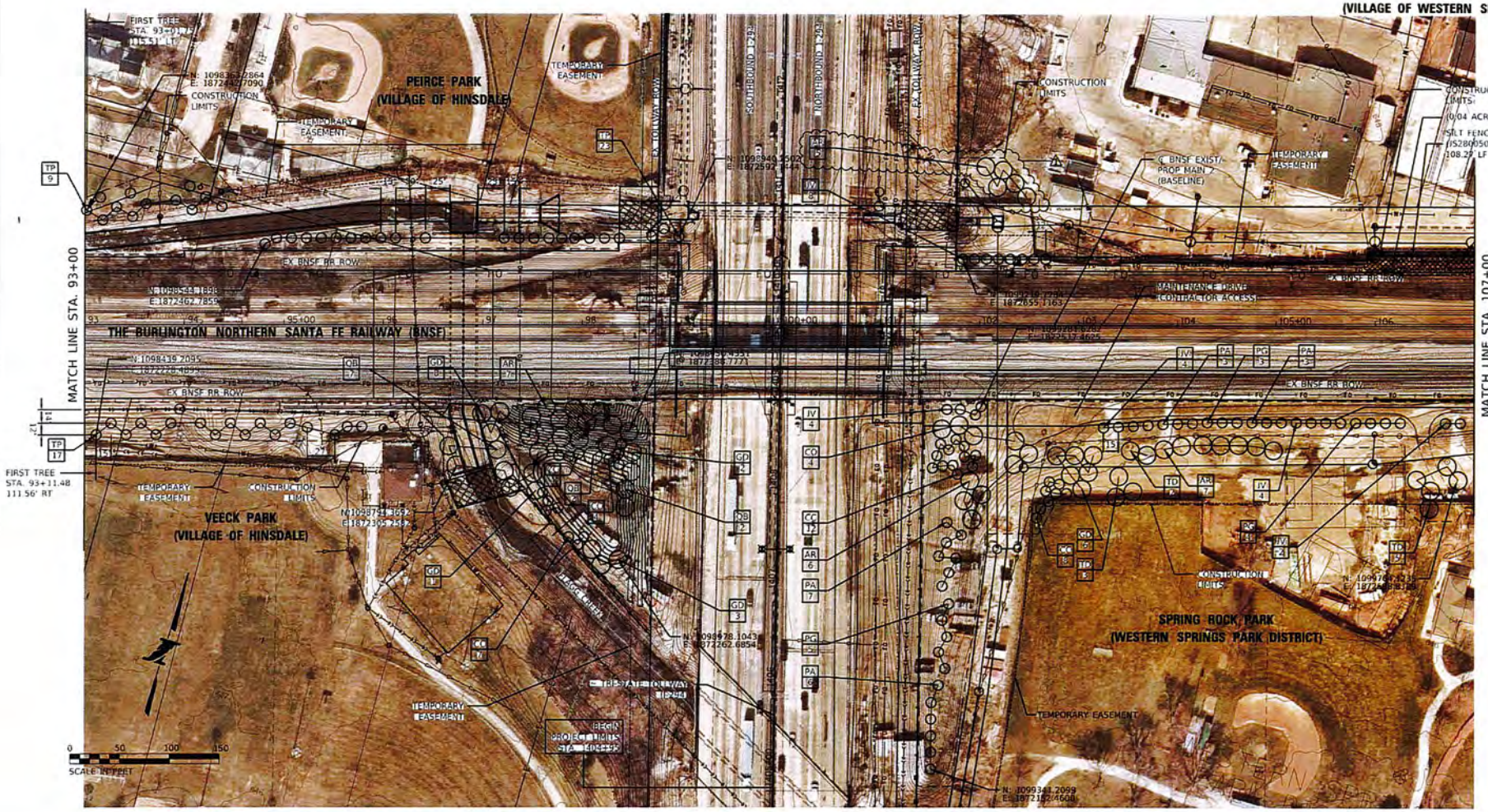
Peirce Park-staff has the same concerns as Veeck Park that three rows of trees will encroach too much into the usable area of the park and recommends two rows of trees abutting the wall and running parallel to the BNSF tracks rather than three.

An additional design issue has surfaced at Peirce Park regarding the southeast corner of the park where the box culvert opens up. For security reasons this area will need to be protected from access with some type of fencing. The Tollway is proposing a using a combination of 6' and 8' sections of SimTek fencing (same design and color as the 16' fence that runs parallel to the BNSF tracks) to fence in the open area of the box culvert.

If after discussion the Board approves the proposed changes, the changes will need to be formally codified and approved as an amendment to the May 2019 Intergovernmental Agreement.

Please see the attached plans.

PUBLIC WORKS
(VILLAGE OF WESTERN SPRINGS)



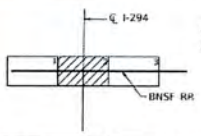
LEGEND

- EXISTING RIGHT OF WAY
- EXISTING MAJOR DECIDUOUS TREE
- EXISTING EVERGREEN TREE
- EXISTING TREE LINE
- CONTOURS
- EXISTING FIBER OPTIC LINE
- EXISTING FENCE LINE
- EXISTING WATER LINE
- EXISTING GAS PIPELINE
- EXISTING CABLE TELLEVISION
- EXISTING AERIAL LINE
- EXISTING ELECTRIC LINE
- PROPOSED TREE LOCATION
- SEEDING, CLASS 4G (JT250340) W/ EROSION CONTROL BLANKET (25100630)
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING COMBINED SEWER
- PROPOSED SILT FENCE (IS280050)

TREE LEGEND

- AR = REDPOINTE RED MAPLE (JJB20154)
- CC = EASTERN REDBUD (B2001116)
- CO = COMMON HACKBERRY (A2002879)
- GD = KENTUCKY COFFEE TREE (JJA20082)
- JV = EASTERN RED CEDAR (D20015B0)
- PA = NORWAY SPRUCE (D2001789)
- PG = COLORADO BLUE SPRUCE (D2002288)
- QB = SWAMP WHITE OAK (A2006516)
- TD = COMMON BALD CYPRESS (A2007620)
- TP = WESTERN RED CEDAR (JJD20052)

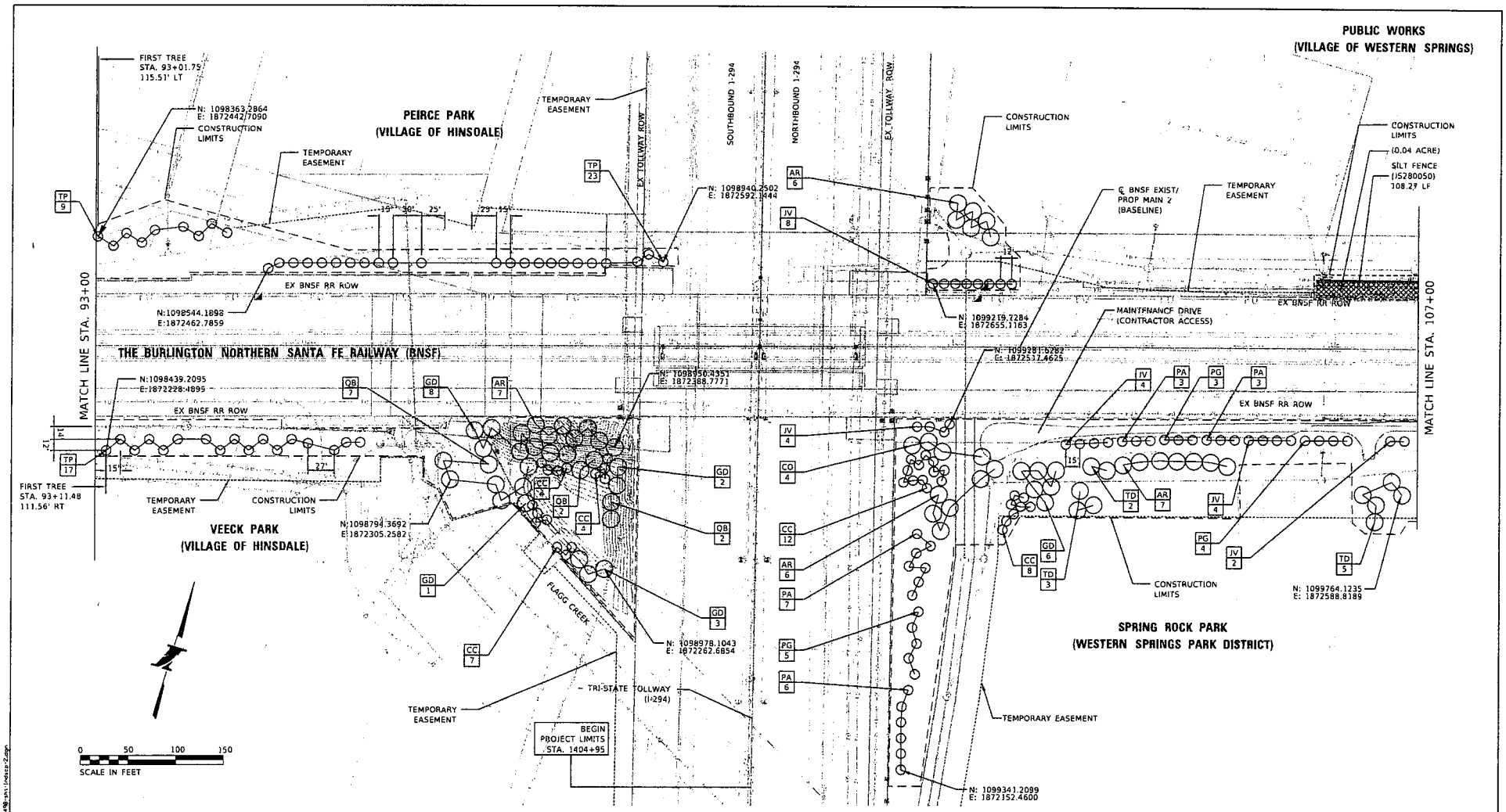
KEY MAP



DRAWN BY RG	DATE 3/31/2022	DLZ	THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE, ILLINOIS 60515
CHECKED BY JM	DATE 3/31/2022		

REVISIONS NO.	DATE	DESCRIPTION
1	4/28/22	ADDENDUM 1

CONTRACT NO. I-21-4838	LP-2
LANDSCAPE PLAN STA. 93+00 TO STA. 107+00	DRAWING NO. 10 OF 11



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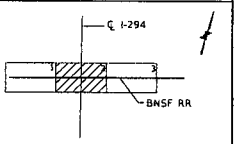


DRAWN BY RG DATE 3/31/2022
CHECKED BY JM DATE 3/31/2022

DLZ

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE,
ILLINOIS 60515

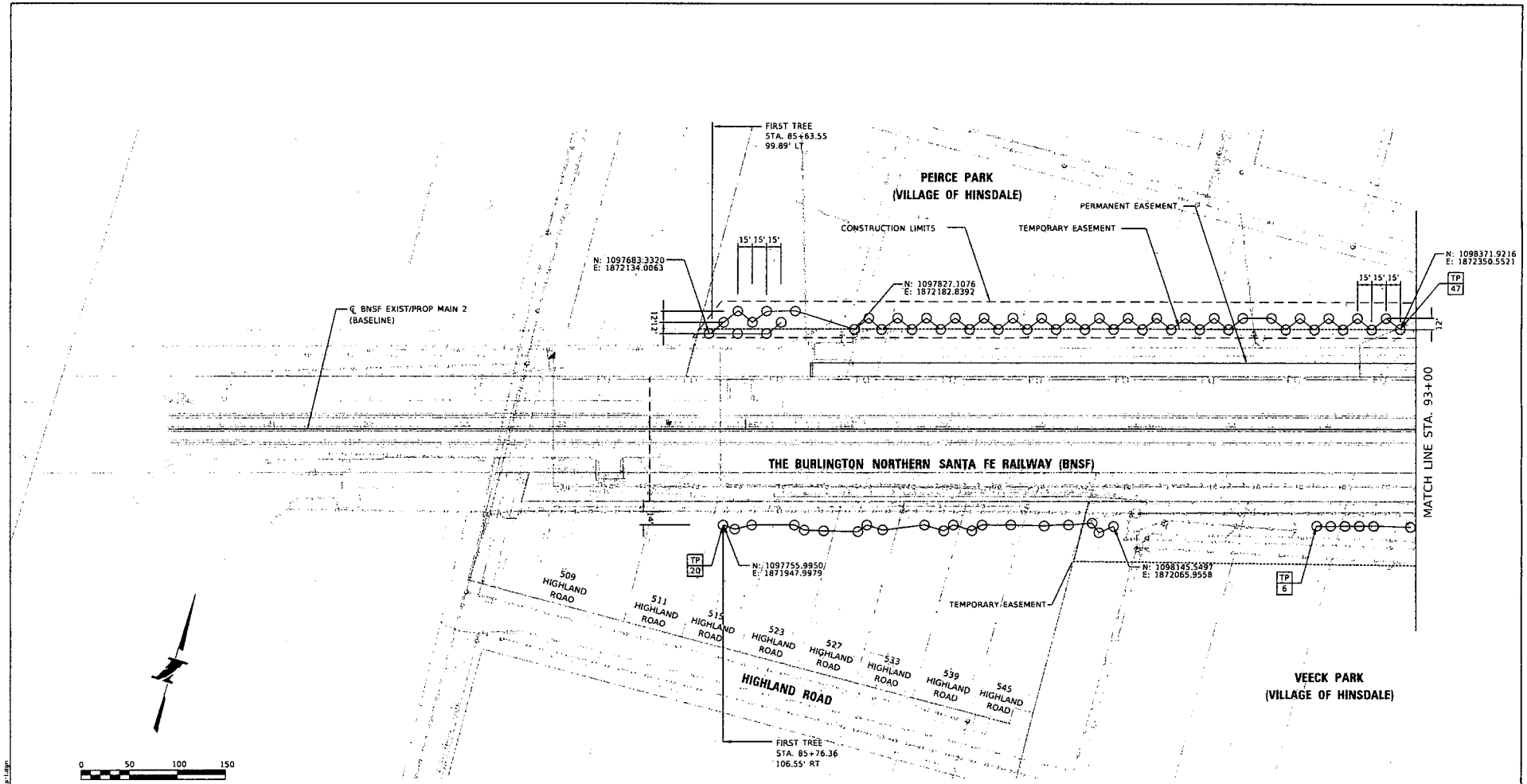
REVISIONS		
NO.	DATE	DESCRIPTION

CONTRACT NO. I-21-4838

LANDSCAPE PLAN
STA. 93+00 TO STA. 107+00

LP-2

DRAWING NO.
10 OF 11



NOTES

1. ACCESS TO RESIDENTIAL PROPERTY SHALL BE APPROVED BY ENGINEER BASED ON RIGHT-OF-ENTRY.

LEGEND

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- EXISTING MAJOR DECIDUOUS TREE
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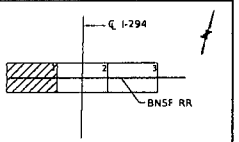


DRAWN BY RG DATE 3/31/2022
CHECKED BY JM DATE 3/31/2022

DLZ

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE,
ILLINOIS 60515

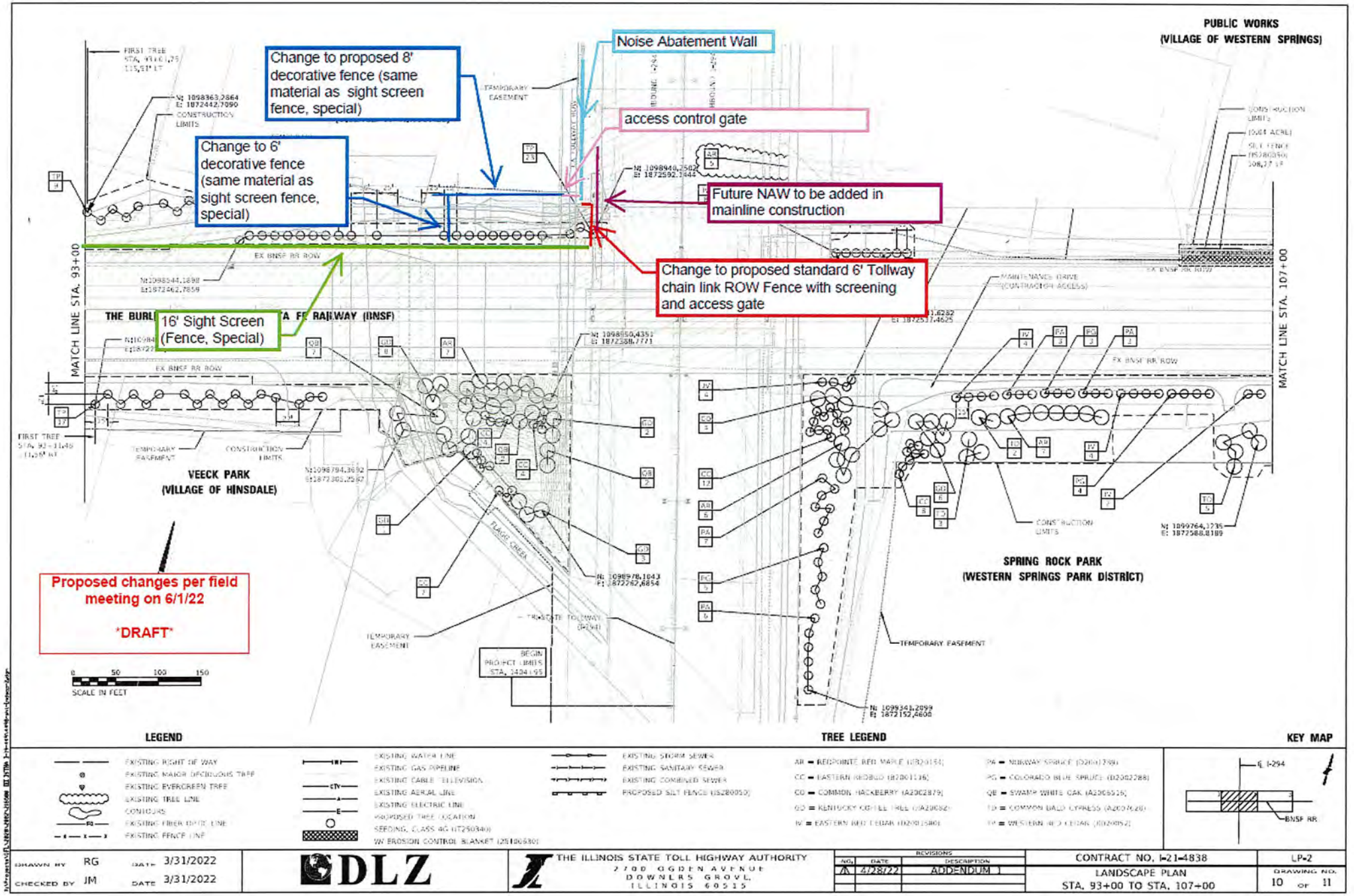
REVISIONS		
NO.	DATE	DESCRIPTION

CONTRACT NO. I-21-4838

LANDSCAPE PLAN
STA. 85+00 TO STA. 93+00

LP-1

DRAWING NO. 9 OF 11



DRAWN BY RG	DATE 3/31/2022	DLZ	THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE, ILLINOIS 60515	CONTRACT NO. I-21-4838	LP-2
CHECKED BY JM	DATE 3/31/2022		REVISIONS: NO. 1 DATE 4/28/22 DESCRIPTION ADDENDUM 1	LANDSCAPE PLAN STA. 93+00 TO STA. 107+00	DRAWING NO. 10 OF 11

12a

VILLAGE OF Hinsdale
Est. 1873

MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: June 14, 2022
RE: Engineering May 2022 Monthly Report

The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three Engineering employees performed 64 construction site inspections or drainage complaint inspections in May.

Staff submitted four reports in May to county or state agencies. Four monthly discharge monitoring reports were submitted to the Illinois EPA (one per combined sewer overflow location).

Capital improvement projects and engineering studies:

2022 S. Garfield Street Reconstruction will improve Garfield St. (Hinsdale to 55th St.)

- 01/21/22 – Construction bids were opened at IDOT. The low bidder was J. Nardulli Concrete, Inc at $2,083,485.10. Nardulli successfully completed the 2021 Eighth Street Reconstruction.
- 02/08/22 – Nardulli was awarded the project by IDOT.
- 03/23/22 – Pre-construction meeting was held. It was attended by Staff, Nardulli, several subcontractors, and IDOT. Nardulli proposes to construct the street in four phases shown on the engineering plans. The first phase will be from Fourth to Seventh Street.
- 04/25/22 – Construction and detour signs were installed.
- 05/02/22 – Construction begins on Phase 1 - Fourth to Seventh Streets. Nardulli is proposing to conduct several construction activities concurrently rather than sequentially. This should reduce the construction duration and lessen the inconvenience to Village residents.
- 06/13/22 – Nardulli plans to begin Phase 2 (First to Fourth Streets) demolition while the concrete on the west half of Phase 1 (Fourth to Seventh Streets) cures.
- 06/13/22 – Phase 2 will require the closure of the Garfield Entrances to the parking deck. During this time, cars can access both the upper and lower levels from Washington Street.
- 10/17/22 – Contract completion.

2022 Resurfacing Project. 0.87 miles of resurfacing various streets and parking lots.

- 04/08/22 – Construction bids were opened. M&J Asphalt was the low bidder.
- 04/26/22 – First Read at the Board of Trustees meeting
- 05/03/22 – Consent Agenda at the Board of Trustees meeting
- 05/11/22 – Pre-construction meeting
- 05/31/22 – Curb & gutter replacement complete
- 06/06/22 – Begin surface grinding
- 06/27/22 – Scheduled project completion

2025-2040 MIP/Pavement Investigation HR Green was awarded the contract for pavement investigation and 15-year MIP development. With HR Green's assistance, Staff selected Street Saver for the Pavement Management software. HR Green's subcontractor, ARA, has reviewed the Village's streets' condition and is processing that data for use in the pavement management software.

Other Engineering Activities

With the onset of the construction season, the private utility companies (Comcast, Nicor, ComEd, etc.) will be conducting a variety of improvements in Hinsdale. The permits for these projects are listed on the Village website under Public Services > Private Utility Construction. Construction projects of note include:

- **Nicor** will be installing +/-0.5-miles of new gas main on S. Garfield in May-June 2022.
- **Nicor** is planning to replace gas main on W. Chicago Avenue. The scope and schedule for this project have not been provided to Staff.
- **West Shore Pipeline** will be working on the casing under the BNSF tracks near the West Hinsdale Station. This will impact traffic and parking on Hinsdale Avenue and Burlington Avenue west of Stough Street. No start date has been provided.

Telecommunications Permit Applications Staff and our telecom consultant continue to review telecommunications permit applications and their potential to impact 5G introduction in Hinsdale. Staff has yet to receive any formal applications for 5G small cell equipment. The following is a summary of the telecommunications permit applications in 2020-2022:

Company	Location	Description	Approval Status	Approval Date
AT&T	Hinsdale Water Tower	Upgrade antenna & equipment to 5G	Pending	
AT&T	Various Streets	Maintenance of eight existing small cell locations	Approved	09/23/21
Crown Castle	York Rd., The Lane, N. Garfield St., Maple St., S. Lincoln St.	Install conduit & fiber optic cable for governmental user	Approved	06/15/21
AT&T	Various Neighborhoods	Ph 2: Replace copper wire with fiber optic	Approved	10/25/21
Verizon	Hinsdale Water Tower	Upgrade equipment	Approved	10/20/21
Verizon	S. Lincoln St., 9th St., S. Madison St.	Install fiber optic cable	Approved	07/15/21
AT&T	Various Neighborhoods	Ph 1: Replace copper wire with fiber optic	Approved	04/29/21
Metronet	Various Streets	Install fiber optic cables to interconnect all District 181	Approved	03/15/21
T-Mobile	Hinsdale Water Tower	Upgrade antenna & equipment to 5G	Approved	01/04/21
Verizon	W. First Street, Harrison Place	Place 2" HDPE conduit & handholes	Approved	11/02/20
Verizon	S Lincoln, W 9th, S Grant, & 55th Street	Place 2" HDPE conduit & handholes	Approved	10/05/20
Verizon	S. Madison St. & 55th Street	Place 2" HDPE conduit	Approved	07/29/20
Sprint	Hinsdale Hospital	Install fiber optic lines for existing equipment	Approved	02/28/20

All private utility construction permits can be viewed on the Village website under Departments > Public Services & Engineering > Private Utility Construction

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 water)	
05/01/22			
05/02/22			
05/03/22	0.51	1.33	4th overflow in '22
05/04/22			
05/05/22		0.29	
05/06/22		0.09	
05/07/22			
05/08/22			
05/09/22			
05/10/22			
05/11/22			
05/12/22			
05/13/22			
05/14/22			
05/15/22			
05/16/22			
05/17/22			
05/18/22		0.18	
05/19/22			
05/20/22		0.45	
05/21/22		0.38	
05/22/22			
05/23/22			
05/24/22			
05/25/22		0.14	
05/26/22		0.13	
05/27/22		0.08	
05/28/22			
05/29/22			
05/30/22			
05/31/22			

	May	YTD
Total Precipiation in May:	3.07	13.6
Departure from Normal:	-0.60	0.6
	84%	104%

Notes:
1. Rain data from USGS station at Salt Creek & 22nd Street, Oak

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date
					Addition	Deduction	Addition	Deduction		
1	05/11/22	Construction Fencing	Installation of snow fencing to avoid the higher costs of a daily railroad flagger during concrete and paving work near the BNSF ROW.	Complete	$2,200					
2	05/18/22	Reinforcing Bar for Combined Concrete Curb & Gutter (CCC&G)	Addition of reinforcing bar to longer lengths of the CCC&G replacement per the Village standard. This increases the CCC&G life and durability. Areas impacted include S. Clay, N. Oak and N. Quincy Streets.	Complete	$9,389					
3	05/25/22	CCC&G Removal & Replacement	Actual CCC&G removal and replacment quantities were less than those estimated by the design engineers.	Complete		$59,000				
4	05/25/22	Revised Pavement Structure	The crown (the height of the centerline) of N. Quincy Street was exceptionally high causing steep cross slopes. This can cause accidents during icy or wet conditions. To reduce this crown, the construction team tested the pavement structure by coring the asphalt.. The pavement structure was satisfactory to increase the amount of pavement milled and to add 2-1/2-inches of HMA binder course thereby reducing the pavement crown.	Complete	$ 19,000.00					
5	06/09/22	HMA Binder Course	Two inch pavement removal on North Madison exposed the aggregate base course. To improve the pavement structure, 2-inches of HMA binder course was re-applied to the pavement.	Complete	$ 15,000.00					
			Subtotal		$ 45,589.00	$ 59,000.00	$ -	$ -		
			Total			$ (13,411.00)	Addition			

Contractor Bid	719,599.00
Updated Cost	706,188.00
Updated Cost(%)	98.1%

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 (bid opening: Jan 2022) Additional $341,820 awarded at 03/25/21 DMMC meeting. Construction in 2022.	70% SPT match 30% local match	$ 906,720
Illinois Dept of Transportation	Surface Transportation Program (STP)	Chicago Ave (IL Rte 83 - Garfield) resurfacing (Construction 2021)	70% SPT match 30% local match	$ 532,000
Illinois Dept of Natural Resources	OSLAD	Renovation of pool		$ 400,000
IDOT	Rebuild Illinois Bond Funds	Street construction/reconstruction	Six disburements of $184,706.76 over 3 years	$ 1,108,241
Total				$ 25,623,754

Village of Hinsdale
Grant Applications Under Consideration

Source	Program	Purpose	Status	Amount
DuPage Stormwater Management	American Recovery Plan Act Grants	Fifth & Grant Drainage Project	Applied 04/21/22	$ 112,000
DuPage Stormwater Management	American Recovery Plan Act Grants	Charleston Road Drainage Project	Applied 04/21/22	$ 122,645
				$ -
Total				$ 234,645