



MEETING AGENDA

REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES

Tuesday, September 6, 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 August 16, 2022

4. VILLAGE PRESIDENT'S REPORT

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

6. FIRST READINGS – INTRODUCTION**

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

Environment & Public Services (Chair Byrnes)

- a) Award the design engineering and construction observation professional services for the 2023 Resurfacing Project to HR Green in the amount not to exceed \$74,155.
- b) Approve an Intergovernmental Agreement (IGA) with the Illinois Tollway Authority to design, construct, and landscape an underground storm water detention system on Tollway owned property located in the 600 block of Harding Road

Zoning & Public Safety (Chair Stifflear)

- c) Approve an Ordinance Approving a Special Use Permit and Concurrent Site Plan and Exterior Appearance Plan Approval to Redevelop an Existing Building with a New Pet Hospital/Veterinary Clinic – Vetchart, LLC - 101 W. Chestnut Street**
- d) Approve an Ordinance Creating a New Part II (Historic Overlay District (HOD) in Article VIII (Overlay Districts) of the Hinsdale Zoning Code to Establish a Historic Preservation Overlay District, making related Zoning Code Changes, and Amending Various Provisions of Title 14 (Historic Preservation) of the Village Code of Hinsdale relative to the Historic Preservation Overlay District; **and**
Approve an Ordinance Amending the Official Zoning Map of the Village of Hinsdale to Create a New Historic Overlay Zoning District**

7. CONSENT AGENDA

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

Administration & Community Affairs (Chair Posthuma)

- a) Approve payment of the accounts payable for the period of August 11, 2022 through August 31, 2022 in the aggregate amount of \$1,621,469.33 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***
- b) Approve an Ordinance Amending Subsection 7-4B-2 of the Village Code of Hinsdale regarding Water Rates (*First Reading – August 16, 2022*)

Environment & Public Services (Chair Byrnes)

- c) Award a professional services contract to HR Green, Inc., for American Rescue Plan Act (ARPA) Drainage Improvements design engineering services in the amount not to exceed \$45,700 (*First Reading – August 16, 2022*)

8. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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

Zoning & Public Safety (Chair Stifflear)

- a) Approve an Ordinance Approving an Exterior Appearance and Site Plan for Façade and Other Improvements to an Existing Building – 14 W. First Street – Elevare MD** (*First Reading – August 16, 2022*)

9. DISCUSSION ITEMS

- a) Modification to Municipal Parking Lots
- b) Lead Service Line Replacement Act
- c) Tollway update

10. DEPARTMENT AND STAFF REPORTS

- a) Community Development
- b) Fire
- c) Engineering

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

13. TRUSTEE COMMENTS

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

15. ADJOURNMENT

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

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

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously budgeted items that fall within budgetary limitations, 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
August 16, 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, August 16, 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, Police Chief Brian King, Fire Chief John Giannelli, Finance Director Alison Brothen, Director of Community Development Robb McGinnis, Village Planner Bethany Salmon, Director of Public Services George Peluso, HR Director Tracy McLaughlin, Acting Superintendent of Parks & Recreation Hilary Poshek (*present electronically*), and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) Regular Meeting of July 12, 2022

Trustee Posthuma moved to **approve the minutes of the regular meeting of July 12, 2022, as presented.** Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley reported that the Village contractor will begin the final phase of the Garfield Street reconstruction project on August 19. He described the work, and noted that each activity location will require temporary street closures, but should conclude the week of August 22.

Finance Director Alison Brothen provided a year-to-date summary of key Village revenues. While most revenue sources are over-performing, parking fees and the electric utility tax are not. President Cauley commented that for the first seven months of the year, the Village is in good shape.

CITIZENS' PETITIONS

Mr. Jungua Bian of 811 N. Oak Street addressed the Board to ask them to solve the landscape problems between residents and the Land Rover dealership. He believes that a lack of maintenance and poor snow plowing practices have killed some of the plants required by the approved landscape plan. Village staff confirmed that a hornbeam tree was planted yesterday, and the new replacement hydrangeas are on order. Trustee Haarlow suggested the hydrangeas may not be a good choice because of their water requirements. President Cauley hopes Land Rover will live up to their end of the bargain, but assured Mr. Bian the Board hears his concerns. Director of Community Development Robb McGinnis confirmed that Land Rover was in compliance, and will replant the plants that died.

FIRST READINGS – INTRODUCTION

Administration & Community Affairs (Chair Posthuma)

- a) **Approve an Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale regarding Water Rates**

Trustee Posthuma introduced the item amending the code relative to water rates, adding the Board's general philosophy has been that the consumer should pay for the cost of their water. To that end, the Board implemented a \$15.00 flat fee to defray the cost of water from the DuPage Water Commission and the City of Chicago. Last fall the cost of water was increased 4.2%. This ordinance will increase the rates Hinsdale charges by the same amount across the Board. This ordinance also proposes the largest water users pay a higher rate from \$13.00 to \$15.00 per cubic foot.

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

Environment & Public Services (Chair Byrnes)

- b) **Award a professional services contract to HR Green, Inc., for American Rescue Plan Act (ARPA) Drainage Improvements design engineering services in the amount not to exceed \$45,700**

Trustee Byrnes introduced the item for two drainage improvement projects. The Village was awarded an ARPA grant in the amount of \$234,645. The money is to be used for projects on Charleston Road and Grant Street. Storm sewer and drainage structures will be constructed at both locations. This item is for the design engineering, construction would begin next year.

Director of Public Services George Peluso explained the costs of the project are reimbursable up to the amount of the grant, but noted the County will only pick up construction costs. The design engineering cost is borne by the local agency.

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

Zoning & Public Safety (Chair Stifflear)

- c) **Approve an Ordinance Approving an Exterior Appearance and Site Plan for Façade and Other Improvements to an Existing Building – 14 W. First Street – Elevare MD**

Trustee Stifflear introduced the item for an existing building located in B2 Central Business District with all contiguous properties in the B2. The property is a two-story, 4,000' square foot building. The first floor will be a salon which is a permitted use on a first floor, and the second floor will be used as a medical office, which is a permitted use on the second floor.

The improvements to the building will include the replacement of all windows and doors, installation of an elevator shaft, rooftop mechanical screening, a dumpster enclosure, new shutters, signage and light fixtures. There was some discussion at the Plan Commission about the elevator shaft, which will exceed the top of the building by nearly two feet. Trustee Posthuma commented the Plan Commission minutes state the rooftop part of the elevator shaft will not be visible from the street. Discussion followed. Trustee Stifflear noted this was reviewed by the Historic Preservation Commission (HPC) because it is a contributing structure in the downtown Hinsdale Historic District. The HPC recommended approval 5-0 with the condition that the second floor windows be a white or light color consistent with the historic design of the building. The Plan Commission recommended approval 6-0. Mr. Michael DeWolfe, business owner, addressed the Board, adding that the white window framing will be more consistent with the original Zook design, and the elevator shaft will not be visible from the street. He also clarified the access to the elevator for medical patients. The Board agreed to move this item forward for a second reading at their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

- a) Trustee Stifflear moved **Approval and payment of the accounts payable for the period of July 7, 2022 through August 10, 2022 in the aggregate amount of \$3,017,542.05 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:

- b) **Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale**

Environment & Public Services (Chair Byrnes)

- c) **Approve an updated Intergovernmental Agreement (IGA) with the Illinois State Toll Authority for fire protection and emergency (First Reading – July 12, 2022)**
- d) **Approve “An ordinance authorizing the vacation of a certain portion of an unimproved street situated north of and adjoining 902 South Monroe Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois” at a purchase price of \$52,000**

Zoning & Public Safety (Chair Stifflear)

- e) **Approve a Revised Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District No. 86 and the Village of Hinsdale for the**

Reciprocal Reporting of Criminal Offenses Committed by Students (*First Reading – July 12, 2022*)

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

Administration & Community Affairs (Chair Posthuma)

- a) **Approve an Ordinance Authorizing Transfers of Appropriations within Departments and Agencies of the Village** (*First Reading – July 12, 2022*)

Trustee Posthuma introduced the item that is the transfer of funds for accounts where expenses exceeded the appropriation. This year the accounts being addressed are for litigation and sales tax rebates.

Trustee Posthuma moved to **Approve an Ordinance Authorizing Transfers of Appropriations within Departments and Agencies of the Village**. Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Zoning & Public Safety (Chair Stifflear)

- b) **Approve an Ordinance Amending Sections 6-106 (“Special Uses”) and 11-603 (Planned Development) of the Hinsdale Zoning Code to Authorize Planned Developments for Lifestyle Housing in the O-1 Specialty Office District; and Approve an Ordinance Approving a Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing – 125 S. Vine Street – Holladay Properties Services Midwest, Inc. and Zion Lutheran Church; and Approve an Ordinance Approving a Major Adjustment to a Planned Development Relative to Removal of Certain Properties from an Existing Planned Development and Waivers Related to Property Remaining in Same – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church** (*First Reading – July 12, 2022*)

Trustee Stifflear introduced the item to permit 12 age-restricted lifestyle housing units in the Zion Lutheran school building. The applicant provided a concept plan, and at the first

reading, the Board reviewed various aspects of the proposal, including the width of parking spaces and drive aisles, age targeted vs. age restricted, short term rental parameters, use of the parks on the property, and Second Street as a one-way or two-way street, and angled parking spaces on Second Street.

From a process standpoint, before the Board this evening is approval of a map amendment, a text amendment, and a major adjustment to the current planned development.

If the concept plan is approved, the applicant will go back to the Plan Commission with a detailed plan that would come back to the Board for a final vote.

Regarding the three park spaces on the property, Trustee Stifflear clarified the park on the west side will be dedicated to the Village, the central green space will be common outdoor space for use by residents, and the third space will be public space, but not advertised as such to the community.

Mr. Drew Mitchell, applicant, addressed the Board, stating his understanding for the third park space was it would be left open, to allow the Plan Commission and the applicant some discretion to develop a thoughtful use of the space. He believes it was not intended to be dedicated to the Village but rather 'quasi-public', and that if in the future the Homeowners Association decides to make a change, they could. President Cauley added the hope was it would remain a less intensive use. Mr. Mitchell stated he talked to Pastor Klein who envisions a quiet place for meditation. It was noted a review of the covenants will be part of the detailed plan. There will be opportunity to introduce more details at that time. Director of Community Development Robb McGinnis confirmed that no change could be made to the covenants without approval by the Board. Discussion followed. Police Chief King added there would need to be signage regarding trespass in order to enforce any number restrictions, but he recommends waiting until there is a problem. Mr. Mitchell said many times the intended use of a space such as this does not meet actual need. He would remain open to discussion of appropriate signage for a relaxation, meditation space and cautioned treating this eastern portion the same as the western park that is intended to be public space.

Trustee Stifflear moved to **Approve an Ordinance Amending Sections 6-106 ("Special Uses") and 11-603 (Planned Development) of the Hinsdale Zoning Code to Authorize Planned Developments for Lifestyle Housing in the O-1 Specialty Office District; and Approve an Ordinance Approving a Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing – 125 S. Vine Street – Holladay Properties Services Midwest, Inc. and Zion Lutheran Church; and Approve an Ordinance Approving a Major Adjustment to a Planned Development Relative to Removal of Certain Properties from an Existing Planned Development and Waivers Related to Property Remaining in Same – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church.** Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

- c) **Approve a Temporary Use Permit to allow for a Food Truck for Hinsdale Falcon Football near Dickinson Field at Hinsdale Central High School located at 5500 S. Grant**

Street from August 27, 2022 to November 6, 2022, subject to conditions to be set forth by the Building Commissioner

Trustee Stifflear introduced the item which appears as a second reading due to the timing of the application and the beginning of Falcon Football. The request is for a food truck to operate near Dickinson Field from August 27 to November 6 during Saturday and Sunday home games. The truck will be parked at the south end of the football field in a gated area away from public parking and any vehicular traffic. When the food truck operator is identified, they will be required to provide the Village proof of license and details regarding necessary electrical or water hookups. He also noted the food truck will be required to pay all applicable taxes to the Village. This is a temporary use permitted by code under Section 9-103. He noted that food trucks operate at the Farmers Market and Uniquely Thursdays. Further, the Board approved the Sno Cone Ice Cream truck in the Fruit Store parking lot last summer.

Ms. Kay Sharples, representing Falcon Football, addressed the Board stating they are not using the huddle house because of an insurance and licensing issue with the Booster club. She indicated the Boosters are not opposed to the food truck. Village Planner Bethany Salmon confirmed that staff had received an email from D86 indicating they are ok with the request. Trustee Stifflear added he has no problem with food trucks as long as they don't compete with brick and mortar Hinsdale restaurants.

Trustee Stifflear moved to **Approve a Temporary Use Permit to allow for a Food Truck for Hinsdale Falcon Football near Dickinson Field at Hinsdale Central High School located at 5500 S. Grant Street from August 27, 2022 to November 6, 2022, subject to conditions to be set forth by the Building Commissioner.** Trustee Fisher 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 reported there were no updates at this time.

b) Toni Patisserie request for liquor license upgrade

Mr. Steven Rennau, representing Toni Patisserie, addressed the Board. He explained they are selling bottles of French wine primarily, under their current liquor license with the Village. Customer feedback indicates a desire to purchase wine to enjoy with food on premises. They want to respond to their customer's needs, and grow their business, and would serve beer and wine only.

The Board had no objections to the change in the current license as requested.

DEPARTMENT AND STAFF REPORTS

- a) Engineering
- b) Community Development

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

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 August 16, 2022.** Trustee Haarlow seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 7:57 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

Public Services & Engineering

AGENDA SECTION: First Read – EPS
SUBJECT: 2023 Asphalt Resurfacing – Professional Engineering Services
MEETING DATE: September 6, 2022
FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Award the design engineering and construction observation professional services for the 2023 Resurfacing Project to HR Green in the amount not to exceed \$74,155.

Background

Within the accelerated Master Infrastructure Plan (MIP), the Village conducts an annual Resurfacing Improvement Project. Attachment 1 shows the streets and parking lots that Village staff has identified for resurfacing or patching in the 2023 Resurfacing Project. Village staff sent a request for proposal to engineering consulting firms who have recent, positive design engineering and construction observation experience with Village staff. After receiving proposals, HR Green was selected for this project proposal.

Discussion & Recommendation

HR Green has provided design engineering and construction observation services for numerous MIP projects in the Village. The most recent improvement project was the 2022 Asphalt Resurfacing Project. HR Green has provided satisfactory engineering services for this and other projects which were completed on-time and within budget. Village staff recommends awarding the design engineering and construction observation contract to HR Green.

Budget Impact

The proposed project construction budget is \$880,000, and the proposed project engineering budget is \$135,000. For planning purposes, Village staff budgeted engineering services as 15% of the construction budget, but firms often provide fees under budgeted amount. For the 2023 Resurfacing Project, the provided HR Green proposal of \$74,155 is 8.4% of the total budget and within available proposed project budget.

Village Board and/or Committee Action

N/A

Documents Attached

1. 2023 Resurfacing Project Locations
2. Engineering Professional Services Agreement

Attachment 1: 2023 Asphalt Resurfacing Project Locations

| Street | From | To |
|---------------------------|--|------------------|
| Birchwood Avenue | West End | East End |
| Madison Street (Patching) | Sixth Street | Ninth Street |
| Monroe Street | Sixth Street | 55th Street |
| Third Street | County Line Road | Hillcrest Avenue |
| York Road (Patching) | Village Boundary | Ogden Avenue |
| Parking Lot | Veeck Park (near 701 E. Chicago Avenue) | |
| Parking Lot | Police and Fire Departments (near 121 Symonds Drive) | |

Total Approximate Street Distance: 6,760 feet

Total Approximate Parking Lot area: 93,600 square feet

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
2023 Asphalt Resurfacing
Engineering Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND
HR GREEN, INC.

This Professional Services Agreement is entered into this 20th day of September 2022, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and HR Green, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for design engineering and construction observation services for the 2023 Asphalt Resurfacing Improvements Project (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated 08/15/22 to provide said services for the Project;

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

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

SECTION 1. DEFINITIONS.

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

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

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

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

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

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

F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the design engineering and construction observation services for the 2023 Asphalt Resurfacing Improvements Project as more fully described of Exhibit "A" attached hereto.

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

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

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

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

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

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

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

responsibilities to be set forth in any subsequent contract to be entered into for construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

D. Engineer warrants and represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

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

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

G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than 12/1/23.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

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

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

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated 08/15/22, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to the inspection, design engineering, development of contract documents, and related services for the Project. Exhibit "A" is incorporated herein by reference except for the General

Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement

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

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

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$74,155.00.

B. Hourly Rates and Costs.

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

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

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

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

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

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

C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with of "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or

latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.

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

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

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, the Engineer shall provide 30 days written notice prior to the cancellation, non-renewal, or switch and the Engineer shall purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. Said certificates

shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall list the Village and its corporate authorities, officials, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and workers' compensation.

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

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

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

SECTION 8. CHANGES IN WORK.

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

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

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

Except as otherwise stated herein, Engineer may elect to use subcontractors to perform certain portions of the services to be provided under this Agreement; however, Engineer shall perform the majority of the work on the Project. Any use of subcontractors shall require the prior written approval of the Village, said approval shall not be unreasonably

withheld. Engineer shall not be entitled to any payment for services performed by subcontractors for whom prior written approval of the Village was not obtained. Engineer shall remain ultimately responsible for all work performed with respect to the Project and shall ensure that subcontractors comply with the terms stated in this Agreement.

SECTION 10. INDEMNIFICATION.

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

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

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

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

SECTION 11. COMPLIANCE WITH LAWS.

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

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

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

2. Tax Payments. Engineer certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to

ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

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

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

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

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

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

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

§ 1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in

connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

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

10/2. Deemed incorporated in contract

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

10/3. Includes independent contractors, etc.

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

10/4. Deduction from compensation

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

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

10/6. Violations: punishment

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

10/7. To be inscribed in contract

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

10/8. Partial invalidity: construction

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

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

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

B. Termination of Agreement

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

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

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

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

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

SECTION 13. NOTICES.

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

If to Village:

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

If to Engineer:

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

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

SECTION 14. MISCELLANEOUS PROVISIONS.

A. Assignment.

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

B. Governing Law.

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

C. Captions.

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

D. Entire Agreement.

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

E. Waiver.

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

F. Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

G. Survival.

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

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

Accepted this ____ day of _____ 2022,

Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this 20th day of September 2022,

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

Exhibit A – HR Green, Inc. Proposal dated 08/15/22



Exhibit A

PROFESSIONAL SERVICES AGREEMENT

For

HINSDALE 2023 ASPHALT RESURFACING PROGRAM – RFP# 1687

ENGINEERING SERVICES

**DESIGN/CONTRACT PLAN PREPARATION, AND
CONSTRUCTION OBSERVATION (FULL-TIME)**

Matthew Lew, P.E.
Village Engineer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7039

T. Scott Creech, P.E.
HR Green
323 Alana Drive
New Lenox, IL 60451
815.320.7119
HR Green Project Number: 2202183

August 15, 2022

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

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Request for Proposal No. 1687 received July 21, 2022, via email from Mr. Matthew Lew, P.E., Village Engineer at the Village of Hinsdale.

The services required for this project are to include design, bid/construction document preparation, bidding assistance, and construction observation services (Full-time) for pavement milling and patching with Hot Mix Asphalt (HMA) resurfacing, selective combination concrete curb and gutter removal and replacement, and Sidewalk and Ramp Replacement as required for ADA compliance. It is anticipated that up to a total of sixteen (16) ADA ramps may be required with up to ten (10) located within the Veeck Park and EMA Parking Facilities depending on limits of improvements.

As requested by the CLIENT, Full-Time Construction Observation services associated with the Village of Hinsdale 2023 Resurfacing Program, located in DuPage County, Illinois are detailed within this contract/proposal. It is understood that Village Funding will be utilized for the Design and Construction Observation components and Village Funding in combination with MFT Funding will be utilized for the Construction of this project.

The 2023 Asphalt Resurfacing Program includes improvements along various street segments within the Village of Hinsdale limits as summarized below along with a brief description of COMPANY'S engineering and surveying scope of work associated with each street segment. Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

A. Birchwood Avenue

- From West to East Ends
Length ≈ 1,240 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; sidewalk and ramp repairs are not applicable; and landscape restoration

Surveying Scope: topo. survey not required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

B. Monroe Street

- From Sixth St. to 55th St.
Length ≈ 2,480 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Two (2) sidewalk ADA ramp improvements are anticipated; and landscape restoration

Surveying Scope: topo. survey not anticipated to be required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

C. Third Street

- From County Line Rd to Hillcrest Ave.
Length ≈ 540 ft.
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk and ramps are not anticipated; and landscape restoration
Surveying Scope: topo. survey not anticipated to be required here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

D. Madison Street

- From Sixth St. to Ninth St.
Length ≈ 1,890 ft.
Work Scope: HMA pavement patching, spot curb and gutter removal and replacement; Sidewalk spot repair; Four (4) ADA ramps are anticipated; and landscape restoration
Surveying Scope: minimal topo. survey is anticipated to be required here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

E. York Road

- From Village Boundary to Ogden Ave.
Length ≈ 610 ft.
Work Scope: HMA pavement patching, spot curb and gutter removal and replacement; Sidewalk spot repair; striping, ADA ramps are not anticipated; and landscape restoration
Surveying Scope: topo. survey not required here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

F. Veeck Park Parking Lot

- Located near 701 E. Chicago Ave.
Area ≈ 6,000 square yards
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; striping, PCC sidewalk spot removal and replacement; ADA ramp construction – 5 ramps anticipated; and landscape restoration
Surveying Scope: topo. survey not necessary for ADA ramp design here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

G. EMS Parking Lots and Aisles

- Located near 121 Symonds Dr.
Area ≈ 4,400 square yards
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; striping, PCC sidewalk removal and ADA ramp construction – five (5) ramps anticipated; and landscape restoration

Surveying Scope: topo. survey not anticipated to be necessary for ADA ramp design here.

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

1.2 Design Criteria/Assumptions

The plans will be prepared in accordance with standard design guidelines from Illinois Department of Transportation (IDOT) Standards for Road and Bridge Construction, IDOT Bureau of Local Roads Manual, Policies and Procedures, DuPage Division of Transportation, and CLIENT ordinances as applicable.

The construction contract for the 2023 Resurfacing Project is anticipated to commence in May 2023 and be completed within 30 working days by June 30, 2023 as noted in the RFP. The estimated man-hours for full-time construction observation of the project are based on 30 working days by the contractor in the field and it is anticipated that the contractor will complete all work on the project by the noted working days. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

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

2.1 Surveying Services – COMPANY does not anticipate requiring topographic or boundary survey services except for an *estimated* four (4) sump pump connections. Therefore, additional services beyond the noted survey requirements can be provided with an amendment to the contract. If required, elevations will be referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum and coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

2.2 Roadway Design and Contract Plan Preparation

A. Roadway Design, Contract Plan Preparation and Bidding Services – COMPANY shall provide the following design, plan preparation and bidding services for the benefit of the project and the CLIENT:

- i. Data collection as detailed in the previous section and project setup.
- ii. Project specifications and special provisions.
- iii. Site visits.
- iv. Utility location mapping request.
- v. Geotechnical Engineering Services– For the scope of improvements specified for this year's asphalt resurfacing program, COMPANY anticipates the need for soil sampling and lab testing related to CCDD criteria for six (6) cores total - (3 pH w/LPC 662 Forms for 3 sites and 3 LPC 663 forms with analytical chemistry for VOCs, SVOCs, pH and Total 8 RCRA Metals-1 per each of the remaining three (3)).
- vi. Notice of Intent/Notice of Termination – total disturbed area anticipated to be less than 1 acre so submittal to IEPA not included herein.
- vii. Storm Water Pollution Prevention Plan - total disturbed area anticipated to be less than 1 acre so submittal to IEPA not included herein.

- viii. Develop pay items and schedule of quantities.
 - ix. Engineer's Opinion of Probable Construction Cost (OPCC).
 - x. Estimate of Time (EOT) for construction schedule estimate.
 - xi. Coordination with CLIENT and other required Agencies.
 - xii. Disposition of review comments.
 - xiii. Quality Control.
 - xiv. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
 - xv. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
 - xvi. Administration and Project Management.
- B. Developing Roadway Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the roadway improvements associated with the Village of Hinsdale 2023 Asphalt Resurfacing Program. This contract is based on the following:
- i. The roadway improvements include +/- 6,760 feet of existing residential roads along the segments specified above in Section I – Project Understanding and approximately +/-10,400 square yards of parking lot resurfacing. Included in the project for design and preparation of bidding/construction documents.
 - ii. Existing utility information shall be developed from the above ground facilities picked up by the Village mapping and information acquired from the utility owners (utility atlas). Video televising of sewers is not applicable and therefore not included herein.
 - iii. The pavement within the limits of the roadway improvement shall be milled and resurfaced to 2" depth. Pavement conditions within the project limits will be evaluated and full-depth patching will be included as determined to be required by the COMPANY and per CLIENT suggestion. Improvements at intersections shall extend to cross street radius returns or as determined in field to be applicable. Access to driveways shall be maintained during the course of construction.
 - iv. Existing curb and gutter, sidewalk, and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT. Ramps for the disabled shall be included in the plans with detectable warnings except at locations where they already exist and are compliant with the current guidelines set forth by the Americans with Disabilities Act (ADA).
 - v. Modifications to the roadway geometry are not anticipated to be required. Curb returns shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
 - vi. COMPANY shall develop two (2) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany each of the pre-final (90%) and final (100%) submittals.
- C. Meetings, Coordination, and Administration
- COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said

contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

- One (1) design related meeting(s) with the CLIENT.
- One (1) Bid Opening
- One (1) Pre-Construction Mtg. (included in Section 2.3)

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

2.3 Construction Observation

A. Project Startup

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

B. Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on an estimated 30 working days in field to complete the construction within the specified project construction window as noted within the RFP which is May 2023 – June 2023. COMPANY will observe and verify that items being constructed, and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as applicable.

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

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

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

C. Meetings

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

COMPANY anticipates that there will be six (6) weekly construction progress meetings with the CLIENT, the contractor, and subcontractors, and residents as applicable from project start until project completion. See Section 3.0 for anticipated project schedule. These coordination meetings will begin after the start of construction. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

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

E. Project Closed Out

COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

- 2.4 Record Drawings – As there appears to be minimal storm sewer involved in the 2023 Asphalt Resurfacing Program, COMPANY will specify that the Contractor provide as-built drawings for the *estimated* four (4) sump pump connections, as required. The Contractor, through the construction/bid documents will be specified to provide a plan sheet containing the updated information showing rims, and invert elevations, pipe lengths, percentages of slope, of visible new sump pump connections (estimated 4 connections) in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. This does not include any information on rim adjustments for storm structures. The location of these utilities shall be performed only once. Any adjustments shall be done on a time and material basis. The CLIENT or contractor must notify COMPANY of any changes to the utilities, so they can be shown on the plan set accordingly. The Contractor will be specified to provide a digital copy of the plan set to be completed in AutoCAD release 2019, in addition to providing two (2) paper copies of the plan set.

3.0 Deliverables and Schedules Included in this Contract

Anticipated Deliverables –

- A. Pre-Final Bid/Construction Documents (90% completion)
- B. Final Bid/Construction Documents (100% completion)
- C. Engineer's Opinion of Probable Construction Costs: Two (2) total, one (1) included with each of the above noted Bid/Construction Document submittals

Anticipated Project Schedule-

- Design Notice to Proceed – September 2022
- 90% Submittal to CLIENT– November 2022
- Receipt of Comments – December 2022
- Final P, S, & E for Bidding – January 2023
- Construction Request for Bids Advertised – February 2023

- Local Bid Opening –February 2023
- Anticipated Construction Start – May 2023
- Construction Completion – 30 working days following Construction Start.

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

4.0 Items not included in Agreement/Supplemental Services

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. Location Drainage Study services*;
- D. Structural design services*;
- E. Floodplain analysis/study service*;
- F. Wetland delineation/mitigation services*;
- G. Record Drawings*;
- H. Right of way and easement plat preparation*; and
- I. Construction staking and layout*.

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

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

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

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

5.0 Services by Others

COMPANY has included a budgetary amount for six (6) pavement cores and analysis for CCDD (see Section 2.2). Also, COMPANY has included a budgetary amount within this scope of services for Material Testing of Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC). A qualified *materials testing sub-consultant* will be available to provide material testing services for this project as a sub-consultant to COMPANY. Quality Assurance testing for asphalt and concrete may be completed at the discretion of COMPANY and CLIENT generally following IDOT QC/QA criteria.

6.0 Client Responsibilities

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

- A. Planning concepts
- B. Construction schedule expectations
- C. Existing utility mapping and atlases
- D. Existing right of way information
- E. Available soils data
- F. Available existing pavement composition and thickness
- G. Available/applicable studies by others
- H. CLIENT design guidelines
- I. CLIENT Code of Ordinances; and
- J. Review of Pre-Final (90% completion) and Final Bid/Construction Documents (100% completion).

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Work

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$74,155.00**.

| ITEM | MAN-HOURS | LABOR COST | DIRECT COST (1) | SUB CONSULTING |
|---|-----------|--------------|---------------------|----------------|
| 2.1 Topographic Survey – N/A | | | | |
| 2.2 Roadway Design and Contract Plan Preparation | | | | |
| Roadway Design & Contract Plan Preparation | 160 | \$ 19,650.00 | | |
| Meetings, Coordination, Administrative & QC/QA | 12 | \$ 2,250.00 | \$ 100.00 | |
| Geotechnical Engineering: Sub-Consultant budgetary #) | | | | \$6,785.00 |
| 2.3 Construction Observation | | | | |
| Field Observation & Admin, Pre-Con. Mtg. (2) | 274 | \$ 41,490.00 | \$ 1,380.00 | |
| Material Testing: Sub-Consultant budgetary #) | n/a | | | \$ 2,500.00 |
| Subtotals: | 446 | \$ 63,390.00 | \$ 1,480.00 | \$ 9,285.00 |
| Contract Total: | | | \$ 74,155.00 | |

(1) **Direct Costs** - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs. Details are available upon request.

(2) **Construction Observation Services** are based on estimated 30 Field Observation Days (contractor working days in reasonable succession) for construction & includes one (1) pre-construction meeting, documentation and coordination efforts per Scope of Services.

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction.

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury

or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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

8.30 Construction Observation

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

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

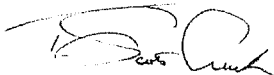
8.37 Municipal Advisor

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

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

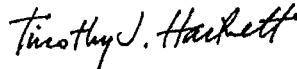
Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by:



Printed/Typed Name: Timothy J. Hartnett

Vice President/Practice Leader of

Title: Governmental Services - Midwest Date: 8/15/2022

Village of Hinsdale

Accepted by: _____

Printed/Typed Name: _____

Title: _____

Date: _____



HR GREEN
Billing Rate Schedule
Effective January 1, 2022

| Professional Services | Billing Rate Range |
|------------------------------|---------------------------|
| Principal | \$215- \$310 |
| Senior Professional | \$195- \$300 |
| Professional | \$125- \$200 |
| Junior Professional | \$85- \$145 |
| Senior Technician | \$120- \$160 |
| Technician | \$75- \$130 |
| Senior Field Personnel | \$140- \$205 |
| Field Personnel | \$90- \$170 |
| Junior Field Personnel | \$75- \$100 |
| Administrative Coordinator | \$70- \$115 |
| Administrative | \$65- \$100 |
| Corporate Admin | \$80- \$150 |
| Operators/Interns | \$50- \$120 |

Reimbursable Expenses

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.

VILLAGE OF HINSDALE PROPOSAL FORM

IN SUBMITTING THIS PROPOSAL, THE CONSULTANT CERTIFIES THAT:

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

Signed and sworn this 15th day of August, 2022.

By: [Signature]
(Signature)

By: T. Scott Creek
(Printed Name)

d/b/a HR GREEN, INC.

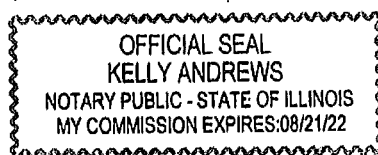
Business Address: 323 ALANA DR., New Lenox, IL 60451

Business Phone: 815-320-7119

E-Mail Address: screech@hrgreen.com

Subscribed and sworn before me
this 15th day of August, 2022

Notary Public:



Kelly Andrews

Administration

AGENDA SECTION: First Reading–EPS

SUBJECT: Intergovernmental Agreement with the IL Tollway for the Design, Construction of an Underground Stormwater Detention System.

MEETING DATE: September 6, 2022

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

Recommended Motion

Approve an Intergovernmental Agreement (“IGA”) with the IL Tollway Authority to design, construct, and landscape an underground storm water detention system on Tollway owned property located in the 600 block of Harding Road.

Background

As part of the IL Tollway Authority (“Tollway”) project to widen and improve the Tri-State Tollway (I-294) from Balmoral to 95th Street, the Tollway identified an area located in the 600 block of Harding in Hinsdale for open surface storm water detention that was necessary due to the widening of the Tri-State Tollway. In preparation to provide space for the open surface storm water detention area, the Tollway acquired five (5) properties (Exhibit B) located on the east side of Harding Road (621,635,645,655 and 710 Harding Road). Woodland Park is located to the south of the five (5) acquired properties.

Tollway’s preliminary design plan called for an open surface water detention area surrounded by an 8’ chain link fence. The Village began working with the Tollway staff to evaluate the cost difference between an open surface storm water detention versus below ground water detention.

Under the terms of the proposed IGA the Tollway would design and construct an underground storm water detention vault located on the site of the five (5) properties acquired by the Tollway located in the 600 block of Harding Road. The Tollway would be responsible for landscaping the properties by providing a flat grassy surface and trees that would complement the existing terrain and landscape of Woodland Park. The surface on top of the underground detention area which is owned by the Tollway would not be fenced off but would remain open for public access and is designed to appear be a seamless extension of Woodland Park. The IGA prohibits the Village from placing any building or structure (such as playground equipment) or making any improvements on the Tollway property.

The underground storage is a public benefit offered by the Tollway in lieu of compensation that may be due from the Tollway to the Village for the potential removal of the trees. The Tollway has identified 58 trees on Village property adjacent to the project site (Exhibit A) that may require removal to construct the underground storm water detention vault. The Village code requires Village Board approval to remove trees from the public right-of-way and requires that the Village be compensated for trees removed from the public right-of-way. The Tollway will, in lieu of building an open surface storm water detention area would design, construct and

landscape an underground water detention vault system in return for Village Board's approval to remove trees located on the public right-of-way. Compensation for the trees removed from the public right-of-way would cover the cost difference between open surface detention and underground water detention. In addition, the Tollway will replace trees removed from the public right-of-way. The Village will be responsible for all surface maintenance (lawn mowing) and certain indemnifications.

The underground storm water detention system will be used exclusively by the Tollway and may not be used for Village storm water detention.

Discussion & Recommendation

Village staff was concerned that the contemplated above ground water detention system surrounded by an 8' chain link fence would aesthetically detract from the Woodland's area. The proposed underground storm water detention system and proposed landscaping will result in additional open park space seamlessly extending Woodland Park to the north at a nominal cost to the Village and a welcome addition by area residents.

This IGA has been reviewed and approved by Attorney Bill Ryan who represents the Village on Tollway matters.

A start date for this project has not been determined, but is expected to occur at this time in late 2023.

Budget Impact

The only cost to the Village will be for surface maintenance (lawn mowing).

Village Board and/or Committee Action

N/A

Documents Attached

1. Draft Agreement
2. Exhibit A – Potential tree impacts
3. Exhibit B – Harding Road parcels
4. Exhibit C – Harding Road detention system
5. Exhibit D – Harding Road detention maintenance

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
VILLAGE OF HINSDALE**

This INTERGOVERNMENTAL AGREEMENT, effective upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois ("ILLINOIS TOLLWAY"), and the VILLAGE OF HINSDALE, a municipal corporation of the State of Illinois ("VILLAGE"), individually referred to as "PARTY," and collectively referred to as "PARTIES."

RECITALS:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95th Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0) ("Toll Highway") in accordance with, among other ILLINOIS TOLLWAY contract(s), Design Contract #I-17-4298 and Construction Contract # I-21-4832 ("PROJECT");

WHEREAS, the ILLINOIS TOLLWAY has identified approximately fifty-eight (58) trees on VILLAGE property adjacent to the PROJECT ("TREES"), the location of which is generally depicted on the attached EXHIBIT A, that may require removal in order to construct the PROJECT;

WHEREAS, in furtherance of the PROJECT, the ILLINOIS TOLLWAY previously acquired certain property from private property owners located within the VILLAGE along Harding Road as further described in the attached EXHIBIT B ("PROPERTY");

WHEREAS, the ILLINOIS TOLLWAY intends to compensate the VILLAGE in accordance with Title 7, Chapter 2 of the VILLAGE code regarding the removal of trees within the public right-of-way and seeks approval from the VILLAGE to remove the TREES upon award of the construction contract, anticipated September 15, 2022, to avoid potential delays to the PROJECT;

WHEREAS, the VILLAGE has requested that the ILLINOIS TOLLWAY include in its PROJECT the design and construction of an underground detention system and installation of landscaping on the PROPERTY ("IMPROVEMENT") in lieu of open surface detention originally planned by the ILLINOIS TOLLWAY;

WHEREAS, the ILLINOIS TOLLWAY agrees to include in its PROJECT construction of the IMPROVEMENT in lieu of open surface detention in exchange for approval by the VILLAGE of the removal of the TREES and compensation to the VILLAGE in accordance with Title 7, Chapter 2 of the VILLAGE code;

WHEREAS, the ILLINOIS TOLLWAY will include in its PROJECT the design of the IMPROVEMENT as shown on the attached EXHIBIT C;

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right-of-way acquisition, utility relocation, construction, funding, and maintenance of the IMPROVEMENT on the PROPERTY;

WHEREAS, the ILLINOIS TOLLWAY, by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, is authorized to enter into this AGREEMENT;

WHEREAS, the VILLAGE, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*,

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the IMPROVEMENT on the PROPERTY.
- B. The final approved plans and specifications for the IMPROVEMENT on the PROPERTY shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- C. The VILLAGE shall review the plans and specifications within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the IMPROVEMENT on the PROPERTY. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX.F of this AGREEMENT.

- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (including but not limited to U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES in support of PROJECT schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable federal, state, and local regulations and requirements pertaining to work proposed for the PROJECT.

II. RIGHT OF WAY

- A. Except as otherwise stated, the ILLINOIS TOLLWAY, at its own expense, shall acquire all necessary rights-of-way (both permanent and temporary) as needed for the construction of the IMPROVEMENT on the PROPERTY pursuant to the approved plans and specifications.
- B. The transfer of property interests is not anticipated between the PARTIES for this AGREEMENT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of the PROJECT or IMPROVEMENT.
- C. Upon full execution of this AGREEMENT, the VILLAGE shall grant, permit and allow the ILLINOIS TOLLWAY access, ingress, and egress to VILLAGE right-of-way including the Harding Road right-of-way adjacent to the PROPERTY for the purpose of construction necessary as part of the IMPROVEMENT on the PROPERTY, including the removal of TREES within public right-of-way. This grant, permit, and allowance shall be at no additional cost to the ILLINOIS TOLLWAY. When reasonably practicable, all ILLINOIS TOLLWAY construction-related vehicles shall enter the PROPERTY from the Toll Highway and park upon ILLINOIS TOLLWAY property; provided, however, that in the event access from and/or parking upon VILLAGE streets and VILLAGE right-of-way is necessary, upon written notice from the ILLINOIS TOLLWAY, said access shall be permitted. ILLINOIS TOLLWAY construction and related vehicles shall not impede traffic on any VILLAGE streets or VILLAGE right-of-way.
- D. The ILLINOIS TOLLWAY right-of-way, for which the VILLAGE shall have routine maintenance responsibility as well as liability, indemnification and hold harmless obligations, as set forth in Section VII below, is identified in the attached EXHIBIT D.
- E. Without the express prior written approval of the ILLINOIS TOLLWAY, the VILLAGE shall not make any improvements or enhancements that potentially impact the IMPROVEMENT or make any improvements or enhancements on or

above the IMPROVEMENT. Restrictions on the VILLAGE's activities include, but are not limited to, placement of sculptures or other physical works of art, storage of equipment or materials, planting or landscaping, and building or construction of any kind.

- F. Except for the notice provision in Section II.C. above, nothing in this AGREEMENT shall be construed to any way limit the ILLINOIS TOLLWAY's right to access ILLINOIS TOLLWAY property at any time, for any reason.

III. UTILITY RELOCATION

- A. The VILLAGE agrees to issue all required permits for the PROJECT and cooperate, if applicable, with necessary adjustments to existing utilities located within existing VILLAGE right-of-way. The aforementioned permits shall be issued at no expense to the ILLINOIS TOLLWAY.
- B. At all locations where utilities are located on VILLAGE rights-of-way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY for the IMPROVEMENT on the PROPERTY, the VILLAGE agrees to issue all VILLAGE permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The PROJECT, including construction of the IMPROVEMENT, is intended to provide approximately 2.8 acre/feet of underground detention with a minimum of 1.6 acre/feet of underground detention above the elevation of 639.4 feet. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections, and cause the PROJECT and the IMPROVEMENT to be constructed in accordance with the PROJECT and IMPROVEMENT plans and specifications. The IMPROVEMENT shall also include a twenty (20) foot landscaped green space buffer zone on the PROPERTY and a flat area of grass above the underground stormwater detention facility, as depicted on EXHIBIT C. The ILLINOIS TOLLWAY affirms that the design and construction of the PROJECT and IMPROVEMENT are intended to avoid stormwater runoff on or to VILLAGE property. The ILLINOIS TOLLWAY further agrees that its work, to the extent occurring on VILLAGE property, shall only be performed between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday.
- B. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written

notice to the VILLAGE prior to commencement of work on the IMPROVEMENT on the PROPERTY.

- C. The ILLINOIS TOLLWAY shall require its contractor(s) working within the VILLAGE's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2021, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect. Similarly, the VILLAGE shall require its contractor(s) fulfilling the VILLAGE's obligations pursuant to this AGREEMENT, to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2021, or the indemnification provision in the applicable version of the ILLINOIS TOLLWAY's Standard Specifications subsequently in effect.
- D. The ILLINOIS TOLLWAY shall require that the VILLAGE, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the VILLAGE will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- E. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work on the IMPROVEMENT on the PROPERTY. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the IMPROVEMENT on the PROPERTY and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- F. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX.O of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of construction of the IMPROVEMENT on the PROPERTY, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of those items or other inspection arrangements are not agreed to by the PARTIES, the IMPROVEMENT on the PROPERTY shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency and shall thereafter deliver within five (5) calendar days a written list

identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- H. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Notwithstanding the foregoing, the ILLINOIS TOLLWAY shall (1) construct an underground detention facility, and (2) seed above and where feasible, landscape around the facility pursuant to EXHIBIT C.

V. FINANCIAL

- A. Except as otherwise identified, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right-of-way, construction engineering and construction costs.
- B. The ILLINOIS TOLLWAY shall be responsible for all expenses related to the design, construction and construction inspection of the IMPROVEMENT on the PROPERTY.
- C. In reference to Title 7, Chapter 2 of the VILLAGE code regarding the removal of TREES within the public right-of-way, the PARTIES agree that the ILLINOIS TOLLWAY's construction of the IMPROVEMENT on the PROPERTY represents full compensation for any trees the ILLINOIS TOLLWAY removes within the PROJECT limits, as generally depicted on EXHIBIT A, and that this compensation satisfies any and all requirements of the VILLAGE's Director of Public Service, Village Forester and Tree Board as they relate to removal of the TREES as generally depicted on EXHIBIT A in conjunction with the PROJECT.

VI. MAINTENANCE - DEFINITIONS

- A. With respect to this AGREEMENT, the term "local" means the VILLAGE.
- B. As used, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set

forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

1. The terms "notify", "give notice" and "notification" refer to written notice as set forth in Section IX.O.
2. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
3. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

A. The VILLAGE will have maintenance responsibilities as follows:

1. The VILLAGE will be responsible for routine maintenance at grade above and around the IMPROVEMENT, including but not limited to, periodic mowing of grass, maintenance of landscaping, and debris removal. The VILLAGE's area of responsibility shall be as shown in EXHIBIT D with the new noise abatement wall on the east side of the site acting as the liability line.
2. The VILLAGE shall remove any type of graffiti ascribed to any facilities approved to be located upon the area depicted in EXHIBIT D. The VILLAGE is not responsible for removing any graffiti on the Toll Highway facing side of the noise abatement wall.

B. Without limiting the VILLAGE's obligation, responsibility and liability, the VILLAGE agrees that if the ILLINOIS TOLLWAY determines, in its sole discretion, that the routine maintenance of items described in Section VII.A above are not being performed by the VILLAGE, they may, after seven (7) days' notice having been provided to the VILLAGE, be performed by the ILLINOIS TOLLWAY and in such case the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost of the maintenance work performed.

C. Except to the extent caused by the sole negligence or the willful and wanton conduct of the ILLINOIS TOLLWAY or its duly authorized representative acting on its behalf, the VILLAGE agrees to indemnify and hold harmless the ILLINOIS TOLLWAY, its officers, directors, employees and agents, from and against any and

all claims, demands, losses, causes of action or liabilities for injury, death or damages of any other nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, the maintenance responsibilities of the VILLAGE as set forth in this AGREEMENT, use of the PROPERTY as an open green space as set forth in this AGREEMENT, or in connection with or in consequence of any act or omission of the VILLAGE which occurs on the PROPERTY. The obligations of the VILLAGE pursuant to this provision shall survive the termination of this AGREEMENT, but only for those acts of omissions that occurred during the term of this AGREEMENT.

- D. The ILLINOIS TOLLWAY shall be responsible for routine and structural maintenance of the stormwater detention facility and structural maintenance of the noise abatement wall being constructed by the ILLINOIS TOLLWAY.
- E. Except to the extent caused by the sole negligence or the willful and wanton conduct of the VILLAGE or its duly authorized representative acting on its behalf, the ILLINOIS TOLLWAY agrees to indemnify and hold harmless the VILLAGE, its officers, directors, employees, and agents from and against any and all claims, demands, losses, causes of action or liabilities for injury, death, or damages of any other nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, the ILLINOIS TOLLWAY'S construction, maintenance and use of the IMPROVEMENT pursuant to the terms of this AGREEMENT and any acts or omissions in connection with or in consequence of the same including but not limited to any flooding caused by the IMPROVEMENT. The obligations of the ILLINOIS TOLLWAY pursuant to this provision shall survive the termination of this AGREEMENT, but only for those acts of omissions that occurred during the term of this AGREEMENT.
- F. The PARTIES agree that if and when the IMPROVEMENT is in need of replacement due to it having exceeded its useful life, the cost of replacing the IMPROVEMENT will be shared equally between the PARTIES. The VILLAGE may choose to not participate in the replacement and reconstruction of the IMPROVEMENT. If the VILLAGE chooses not to participate, the ILLINOIS TOLLWAY reserves the right to replace, at its discretion, the IMPROVEMENT with a new underground detention system, or open surface detention. If the ILLINOIS TOLLWAY determines at that time to construct an open surface detention system, the VILLAGE's rights to use and its obligations to maintain and indemnify with respect to the ILLINOIS TOLLWAY right-of-way depicted in EXHIBIT D shall terminate; provided, however, that said indemnification obligations will survive termination consistent with sub-paragraph VII.C above.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

All items of maintenance which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final

inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction and maintenance which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

IX. GENERAL PROVISIONS

- A. The PARTIES understand and agree that the ILLINOIS TOLLWAY shall have jurisdiction of the I-294 Tri-State Tollway, and other ILLINOIS TOLLWAY property. The VILLAGE shall retain jurisdiction of the at-grade area shown on EXHIBIT D. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate, and the VILLAGE's jurisdiction shall also mean to enforce VILLAGE Ordinances.
- B. It is expressly understood by the VILLAGE that the ILLINOIS TOLLWAY shall have continued use of and access to the PROPERTY throughout the term of this AGREEMENT. Notwithstanding the foregoing, the ILLINOIS TOLLWAY acknowledges that due to its proximity to Woodland Park, and as an additional benefit to VILLAGE park patrons, individuals and their pets may utilize the PROPERTY. The PARTIES agree that such individuals fall within the indemnification set forth in Section VII.C and includes but is not limited to such individuals.
- C. The PARTIES understand and agree that this AGREEMENT shall supersede any and all earlier agreements entered into by the PARTIES regarding the IMPROVEMENT on the PROPERTY.
- D. Wherever in this AGREEMENT approval or review by either PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of said PARTY during the performance of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the IMPROVEMENT on the PROPERTY or in the performance of this AGREEMENT in reference to the IMPROVEMENT on the PROPERTY, the decision of the Chief Engineering

Officer of the ILLINOIS TOLLWAY shall be final except for matters contained within Section IV.H above, in which case the PARTIES agree that such disputes involving Section IV.H shall be resolved by a mutually acceptable third party.

- G. This AGREEMENT may be executed in two (2) or more counterparts, or electronically, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, signatures transmitted via facsimile, or electronic signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- H. This AGREEMENT may only be modified in writing, executed by duly authorized representatives of the PARTIES.
- I. This AGREEMENT and the covenants contained shall become null and void in the event the contract covering the construction work contemplated is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of, or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT, except for conflicts of law principles and that, in the event of litigation, venue shall lie exclusively in Du Page County, Illinois.
- M. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The VILLAGE further agrees to cooperate fully with any audit and to make its books and records, and books and records within its custody or control, available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- N. The VILLAGE also recognizes that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes

providing access to all information and documentation related to the performance of this AGREEMENT and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

- O. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLL WAY: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer

To the VILLAGE: The Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attn: President Thomas Cauley Jr.

- P. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF HINSDALE

By: _____
Thomas Cauley Jr.
President

Date: _____

Attest: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Dorothy Abreu
Chair and Chief Executive Officer

Date: _____

By: _____
Cathy R. Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

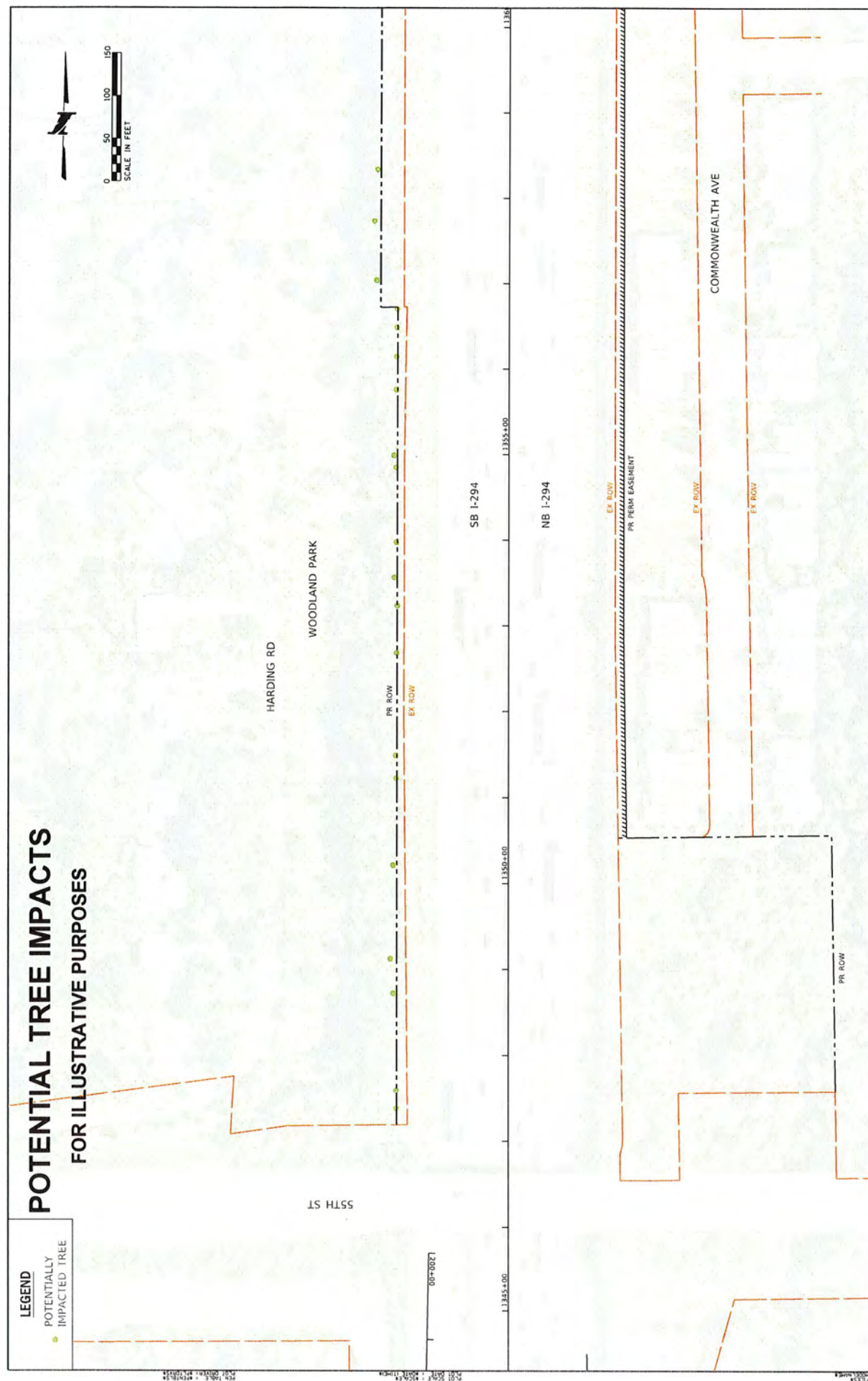
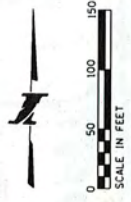
Date: _____

Approved as to Form and Constitutionality

Lisa M. Conforti, Assistant Attorney General

POTENTIAL TREE IMPACTS FOR ILLUSTRATIVE PURPOSES

LEGEND
 POTENTIALLY
 IMPACTED TREE



| | | | | | |
|-----------------|--------------------|---|-----------------------------------|--------------------------------|-----------------------|
| DRAWN BY NRH | DATE 07/07/2022 | THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE SPRINGFIELD, ILLINOIS 62761 | REVISIONS NO. DATE DESCRIPTION | CONTRACT NO. I-17-4298 | DRAWING NO. 1 OF 4 |
| | | | | | |
| CHECKED BY | DATE | | | HINSDALE TREE IMPACT EXHIBIT A | |



LEGEND

- POTENTIALLY IMPACTED TREE

POTENTIAL TREE IMPACTS FOR ILLUSTRATIVE PURPOSES



BITTERSWEET LN

HARDING RD

WOODLAND PARK

PR ROW

EA ROW

PR ROW

EA ROW

SB I-294

NB I-294

COMMONWEALTH AVE

EA ROW

PR PERM EASEMENT

EA ROW

EA ROW

EA ROW

EA ROW

DRAWN BY

NRH

DATE

07/07/2022

CHECKED BY

DATE

DATE

07/07/2022

AECOM



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
SPRINGFIELD, ILLINOIS 62761

REVISIONS

DESCRIPTION

NO.

DATE

CONTRACT NO. I-17-4298

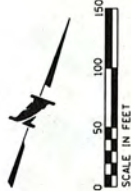
HINSDALE TREE IMPACT EXHIBIT A

DRAWING NO.

2 OF 4

LEGEND

POTENTIALLY IMPACTED TREE

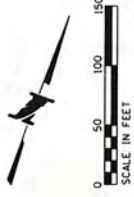


| | | | | | | | | | |
|-----------------|--------------------|--|---|--|--|--|--------------------------------|--|-----------------------|
| DRAWN BY NHH | DATE 07/07/2022 |  |  | THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY | | | CONTRACT NO. I-17-4298 | | DRAWING NO. 3 OF 4 |
| | | | | 2700 N. WILSON AVENUE DOWNERS GROVE ILLINOIS 60515 | | | HINSDALE TREE IMPACT EXHIBIT A | | |
| CHECKED BY | DATE | | | | | | | | |

LEGEND

- POTENTIALLY IMPACTED TREE

POTENTIAL TREE IMPACTS FOR ILLUSTRATIVE PURPOSES



2025 SCALE: 1"=500' (1:500)
DRAWN BY: J. B. B. (JBB)
CHECKED BY: J. B. B. (JBB)
DATE: 07/07/2022



| | | | | | | | |
|-----------------|--------------------|--|-----------|------|-------------|--------------------------------|-----------------------|
| DRAWN BY NRH | DATE 07/07/2022 |  THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE, ILLINOIS 60515 | REVISIONS | | | CONTRACT NO. I-17-4298 | DRAWING NO. 4 OF 4 |
| | DATE | | NO. | DATE | DESCRIPTION | | |
| CHECKED BY | | | | | | HINSDALE TREE IMPACT EXHIBIT A | |



AECOM



TW-5-16-042

TW-5-16-041

TW-5-16-040

TW-5-16-038

TW-5-16-037

TW-5-16-031

TW-5-16-030

TW-5-16-028

Wilson Ln

Harding Rd

Woodland Av

Taft Rd

Tri State Tollway




Commonwealth Av

53Rd S

1



LEGEND

-  HINSDALE MAINTENANCE (AT GRADE) AND LIABILITY COVERAGE
-  ILLINOIS TOLLWAY MAINTENANCE (UNDERGROUND)
-  20 FOOT MINIMUM BUFFER FOR GREEN SPACE

| | | | | | | | | |
|------------|-----|------|---------|--|--|---|--|-----------------------|
| DRAWN BY | BID | DATE | 3/24/22 |  CiorbaGroup 875 N. Higgins Rd. Ste 405, Chicago, IL 60611 P 773.775.4091 www.ciorba.com |  THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE ILLINOIS 60515 | NO. <input type="text"/> DATE <input type="text"/> DES. ORUPTION <input type="text"/> | CONTRACT NO. 1-21-4832 MAINTENANCE AND LIABILITY COVERAGE LIMITS FOR UNDERGROUND STORAGE AT HINSDALE | DRAWING NO. 1 OF 1 |
| CHECKED BY | DLD | DATE | 3/24/22 | | | | | |



REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Special Use Permit to allow for an Animal Hospital in the B-1 Community Business District and an Exterior Appearance & Site Plan Review to allow for changes to the existing building and site for VetChart, LLC located at 101 W. Chestnut Street – Case A-16-2022

MEETING DATE: September 6, 2022

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving a Special Use Permit and Concurrent Site Plan and Exterior Appearance Plan Approval to Redevelop an Existing Building with a New Pet Hospital/Veterinary Clinic – Vetchart, LLC - 101 W. Chestnut Street

Application Request

The Village of Hinsdale received an application from VetChart, LLC requesting approval of a Special Use Permit to allow for the operation of a pet hospital at 101 W. Chestnut Street in the B-1 Community Business District. In accordance with Section 5-105 of the Zoning Code, pet hospitals are classified as Veterinary Services for Animal Specialties (SIC Code 0742), which are considered a Special Use in the B-1 District and are only permitted in stand-alone buildings.

The applicant also requests approval of an Exterior Appearance and Site Plan Review to allow for the removal of the existing drive-through lanes used by the former bank, changes to the west building elevation, installation of a loading space and planter boxes, and the construction of an outdoor animal enclosure, a dumpster enclosure, and a parklet system on the west side of the building.

Background

The applicant proposes to occupy an existing one-story, stand-alone vacant building formerly occupied by a bank. In 2002, by Ordinance No. O2002-41, the Village Board approved a Special Use Permit and Exterior Appearance / Site Plan for two drive-through lanes to be installed on the west side of the building and changes to the building elevations. Minor changes to the original site plan and building elevations were approved under Ordinance No. O2003-2 and O2003-39.

In the Business Districts, drive-through lanes are only permitted for drugstores, pharmacies, banks or financial institutions subject to approval of a Special Use Permit and the regulations of Section 5-109. Drive-through lanes are not permitted for animal hospitals. To meet code requirements, the applicant intends to remove all drive-through accessories formerly used by the bank and will convert the drive-through lanes into an outdoor area for animal relief, a dumpster enclosure, a parklet for staff, and a loading area. Approval of a new Special Use will be required to re-establish the drive-through lanes.

There are no properties in a single-family residential district within 250 feet of the subject property. Fullers Car Wash is located to the north in the B-1 District. A multi-tenant shopping center with a mix of office and service uses is located to the south across Chestnut Street in the B-3 District. A Village-owned parking lot, office building, and multi-tenant building with offices and a dry cleaners are located to the east across Lincoln Street in the B-1 District. Grant Square Shopping Center is located to the west in the B-1 District and includes a mix of retail, office, and service uses. Chestnut Street, a private street serving Grant Square, is included on the south side of the property.

Project Description

Special Use Permit - The applicant proposes to utilize the existing one-story, 3,300 square foot building as a pet hospital and veterinary clinic. VetChart, LLC will provide services to only dogs and cats, not exotic animals. The applicant has confirmed that there will be no overnight boarding of animals on site. Boarding Kennels (Animal Specialty Services - SIC Code 0752) are also considered a Special Use in the B-1 District and would require a separate approval from the Village in the future if pursued.

The business intends to operate Monday through Friday from 7:30 am to 5:30 pm. Per the applicant, when VetChart, LLC initially opens their business, it is anticipated that there will be 2-3 employees and about 1-2 clients per hour. With future growth, the applicant does not anticipate that there will ever be more than 20 employees or clients on site at a time. As shown on the interior floor plan, the building will include exam rooms, offices, a surgical suite, a dental suite, and other areas for veterinary services.

Exterior Appearance / Site Plan Review - The applicant is proposing various improvements to the west side of the building. There are no proposed changes to lot coverage and the site complies with the bulk regulations in the B-1 District.

- **Removal of the Drive-Through Lanes and Accessories** - The drive-through lanes and all accessory components will be removed to meet the Zoning Code requirements. Approval of a new Special Use Permit will be required in the future to re-establish a drive-through. On the west elevation, the existing drive-through window, pneumatic tube system, ATM and depository boxes, and other components will be removed.

A new steel door will be installed where the existing window is located and all other areas will be infilled with brick that matches the existing brick. There are no proposed changes to the existing canopy over the drive-through lanes.

- **Loading Space** - The majority of the outer west drive-through lane will be converted into a loading space measuring 10 feet wide and 46 feet long. The pavement will be striped and signage will be installed indicating it is a no parking area and loading zone. Per the applicant, loading will be used for the crematorium, lab pick-up, and bereavement.
- **Outdoor Animal Enclosure** - An outdoor fenced enclosure will be constructed within the inner east drive-through lane and will be partially located underneath the existing canopy to provide an area for animal relief. The area will measure about 460 square feet in size, at 10 feet wide and 46 feet long, and will be constructed of a 6 foot tall opaque cedar fence. An access gate will be located on the south side of the enclosure. Artificial turf and a drainage mat will be installed above the existing asphalt, therefore there are no changes to lot coverage.

An exterior water connection for a hose to clean the area and a new trench drain tied into the underground storm sewer will be installed to allow for drainage contained within the outdoor area. Final engineering details will be determined and reviewed during the building permit review process.

- **Parklet** - The applicant is also proposing a small parklet to provide an outdoor sitting area for employees. The 128 square foot parklet is proposed on top of the existing asphalt to the south of the outdoor animal enclosure and measures 8 feet wide and 16 feet long.

The applicant has provided a product specification sheet of the parklet system, which is constructed of a metal frame and wood plank flooring. The area includes a bench seating area with landscaped planters on both sides.

- **Planter Boxes** - Five (5) fiberglass planter boxes will be installed. The planters will be dark green in color. Three (3) planter boxes are proposed in the center concrete median between the two existing drive-through lanes and canopy posts. Two (2) are proposed along the drive-aisle to the south.

- Dumpster Enclosure / Screening - There is currently no dumpster enclosure located on site. The Zoning Code requires screening of dumpsters by a fully enclosed opaque fence, wall, or densely planted evergreen hedge of a height sufficient to completely screen such containers or storage areas from view. To meet code requirements, the applicant intends to construct a new dumpster enclosure measuring 10 feet wide and 4 feet deep in the existing asphalt area directly to the north of the proposed outdoor animal enclosure. The dumpster enclosure will use the same 6 foot tall cedar fencing material as the outdoor animal enclosure.
- Signage - 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.
- Parking - There are no changes to parking and circulation on site. There are currently 32 parking spaces provided in the existing parking lot, two (2) of which are accessible. In accordance with Section 9-104(J), one (1) parking space is required for each 250 square feet of net floor area. The proposed pet hospital would require 14 parking spaces, and therefore, the number of existing spaces exceeds code requirements.

Discussion & Recommendation

Plan Commission – Public Hearing – The project was reviewed by the Plan Commission at a public hearing held on August 10, 2022. Patrick McGinnis, the attorney representing the applicant from Donatelli and Coules, provided an overview of the project. The applicant, Sarah Baker, representing VetChart, LLC, and Patrick Callahan from Studio GC, the architect for the project, were also present at the meeting to answer questions.

Mr. McGinnis summarized how the proposed animal hospital met the standards for a Special Use. Mr. McGinnis stated that a market analysis was completed that found that there is a need for additional vet clinics in the community, the proposed animal hospital will provide a less intensive use than the former bank, and adequate parking is provided on site for the proposed use. Mr. McGinnis stated the proposed use fits into the surrounding area, noting there is a pet grooming business in the adjacent shopping center across the street. The proposed use will not provide grooming services, but both businesses will go hand-in-hand in operations.

Mr. McGinnis stated the applicant has taken steps to mitigate possible adverse impacts. There will be no overnight boarding or operations and the business will have traditional hours, opening at about 7:30 a.m. and closing at 5:30 p.m. The outdoor area to be used for animal relief will be fully screened and consists of artificial turf, a drainage mat, and a drain tile to pipe any run-off underground. A water spigot will also be installed to clean the area. Dogs will be taken outside one at a time with an employee. The area will not be used as a dog run and animals will not be outside unattended. The applicant noted they contacted a much larger dog day care facility in Burr Ridge that uses a similar drainage system for their outdoor area that accommodates about 100-150 dogs and they reported that do not have any issues with smells or cleanliness.

The applicant confirmed during the meeting that there will not be a crematorium in the building and the business will use a pick-up service.

It was asked if the business will generate any sales tax revenue, where the applicant stated they assume they will generate some from selling medical and pharmaceutical products for animals. One Commissioner expressed support for the additional landscaping added on site, but noted the chosen planter design may be too modern.



REQUEST FOR BOARD ACTION

There was a brief discussion on parking, where a Commissioner asked if any parking was used by Fullers located to the north. The applicant commented that some parking may have been used temporarily while the building was vacant, but the intention is that the entire parking lot will be used by the animal hospital.

It was clarified at the meeting that the proposed business is not associated with Hinsdale Animal Hospital and the future name of the business will be Lane Veterinary.

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.

Overall, the Commission expressed support for the project, noting this is a good repurposing of the vacant former bank building.

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-16-2022, a Special Use Permit to allow for an Animal Hospital in the B-1 Community Business District and an Exterior Appearance & Site Plan Review to allow for changes to the existing building and site for VetChart, LLC located at 101 W. Chestnut Street, as submitted.

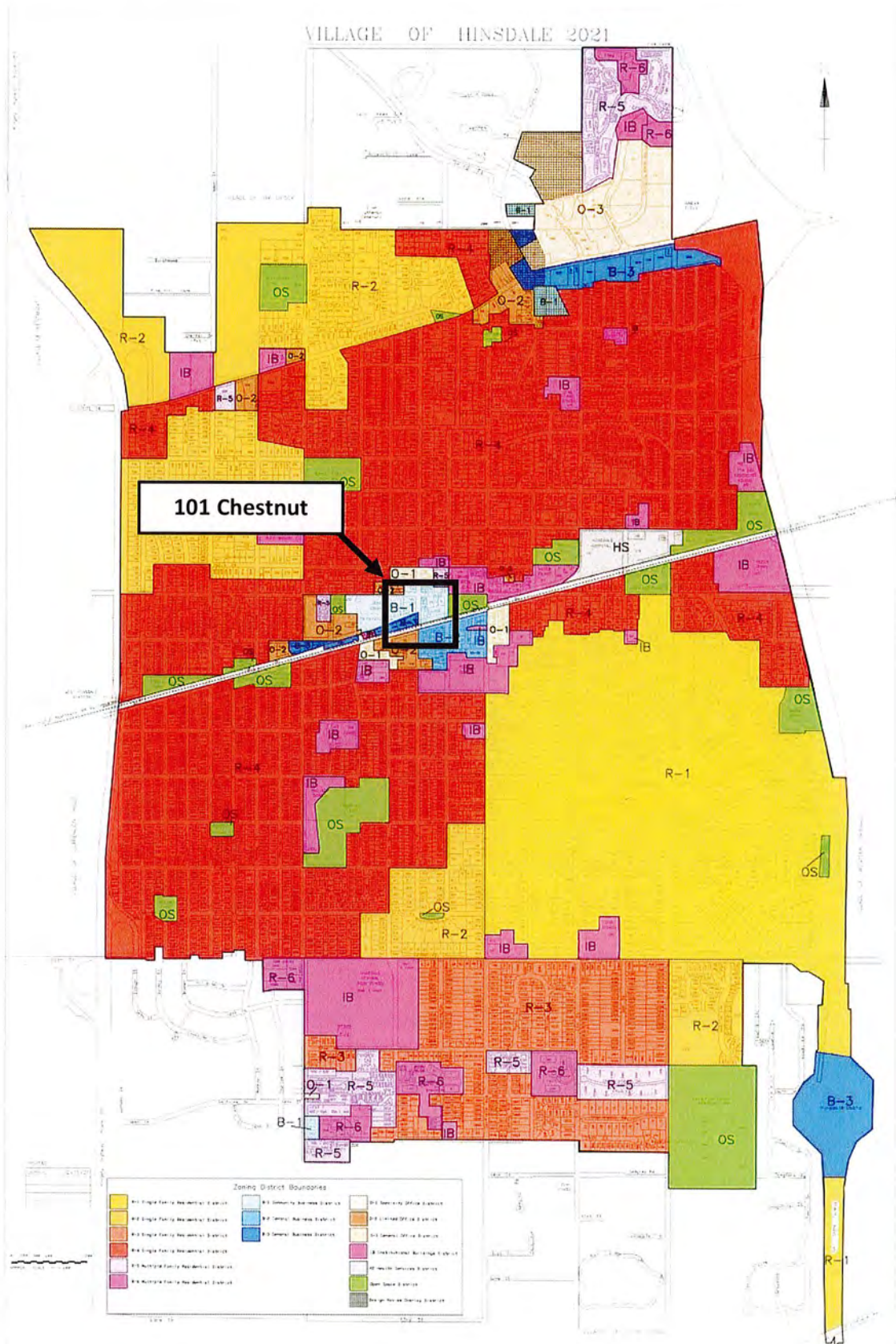
Village Board and/or Committee Action

N/A

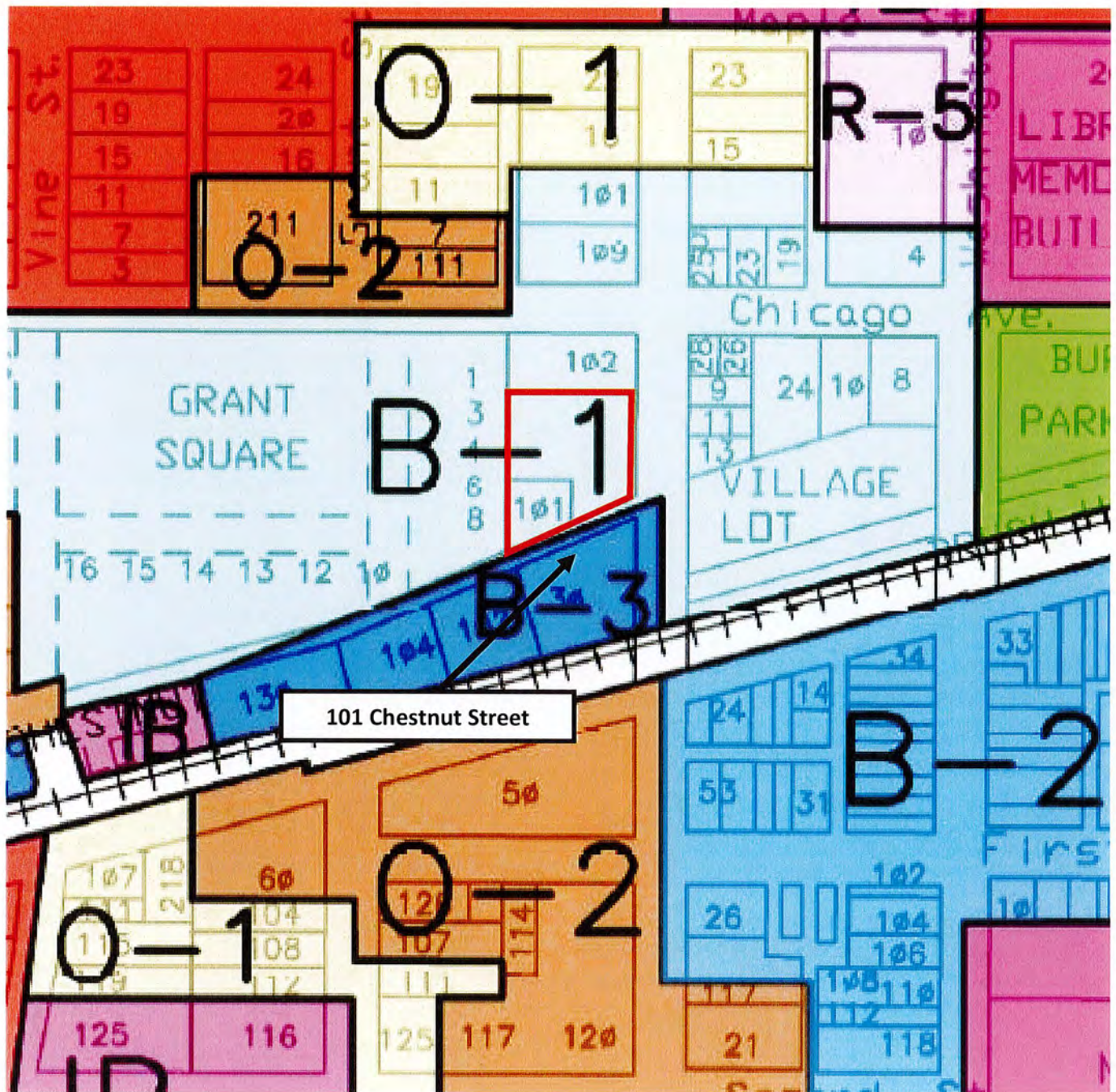
Documents Attached

1. Zoning Map and Project Location
2. Aerial View
3. Birds Eye View
4. Street View
5. Special Use Permit Application and Exhibits
6. Draft Ordinance
7. Plan Commission Findings and Recommendation

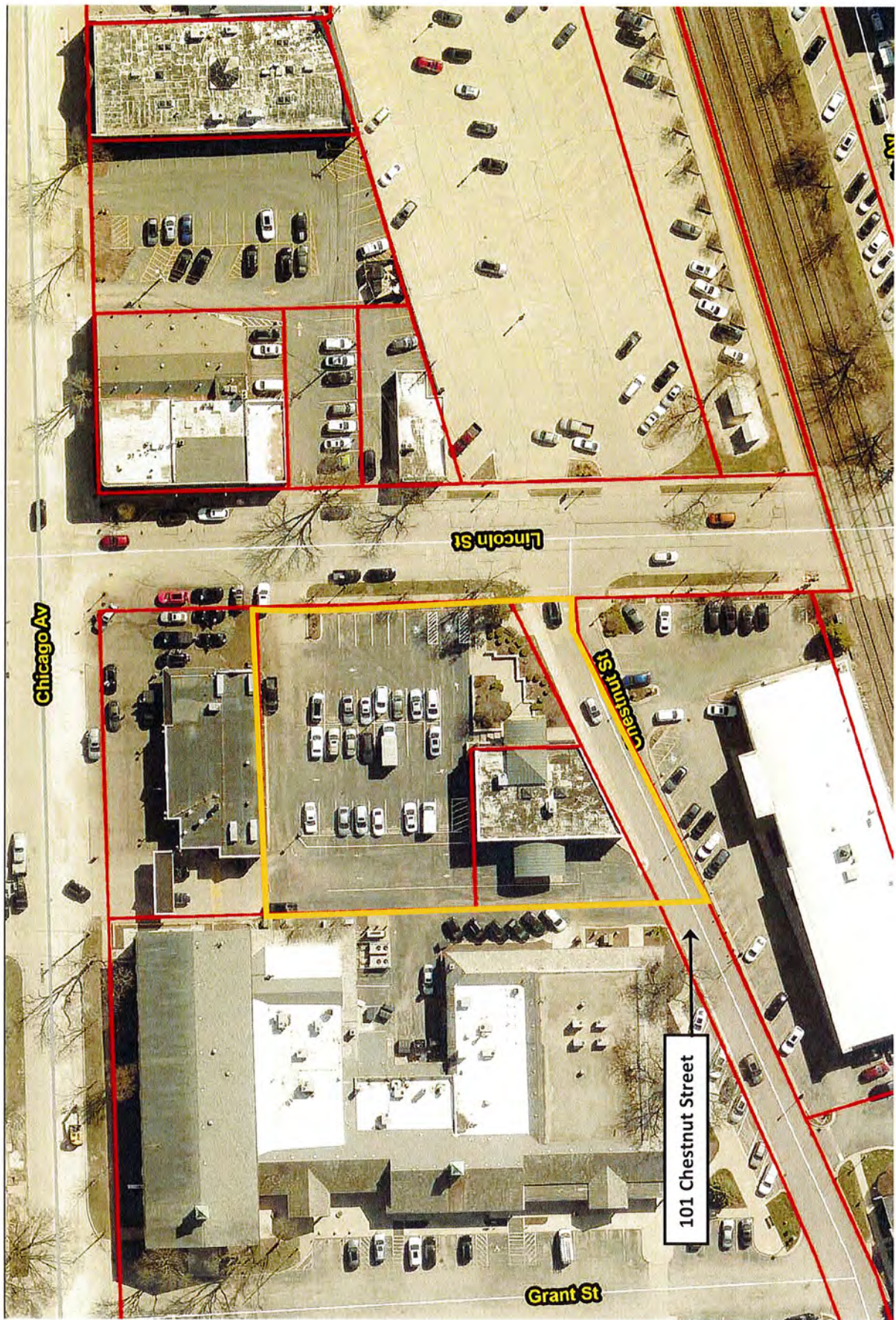
Village of Hinsdale Zoning Map and Project Location



Village of Hinsdale Zoning Map and Project Location



Aerial View – 101 Chestnut Street



Birds Eye View – 101 Chestnut Street



Street View – 101 W. Chestnut



Looking Northwest from Chestnut Street and Lincoln

Street View – 101 W. Chestnut



Existing Drive-Through Lanes - Looking Northeast from Chestnut



PLAN COMMISSION APPLICATION

Applicant

E-Mail: baker.1039@gmail.com

E-Mail: mleach@hinsdalemanagement.com

E-Mail: peter@donatellcoules.com

E-Mail: b.otte@studiogc.com

3) _____

II. SITE INFORMATION

Address of subject property: 101 W. Chestnut St., Hinsdale

Property identification number (P.I.N. or tax number): $\frac{09}{09} - \frac{12}{12} - \frac{109}{109} - \frac{012}{005}$

Brief description of proposed project: Applicant is seeking to operate a veterinary clinic at the property, with a fenced in outdoor area with turf and an opaque fence to be used to take animals outdoors

General description or characteristics of the site: Empty bank building (some furniture remains, but property not in use)

Existing zoning and land use: B-1; Commercial Bank

Surrounding zoning and existing land uses:

North: B-1

South: B-3

East: B-1

West: 0-2

Proposed zoning and land use: B-1; Veterinary Services for Animal Specialties

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

☒ Site Plan Approval 11-604

☐ Design Review Permit 11-605E

☒ Exterior Appearance 11-606E

☒ Special Use Permit 11-602E

Special Use Requested: Veterinary Services
for Animal Specialties

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

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 101 W. Chestnut St.

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

| | Minimum Code Requirements | Proposed/Existing Development |
|------------------------------------|--|--|
| Minimum Lot Area (s.f.) | 6,250 sq.ft. | 33,970 sq. ft |
| Minimum Lot Depth | 125' | 174' |
| Minimum Lot Width | 50' | 166' |
| Building Height | 30' | 22.5' |
| Number of Stories | 2 | 1 |
| Front Yard Setback | 25' | 25.72' |
| Corner Side Yard Setback | 25' | 80' |
| Interior Side Yard Setback | 10' | 10' |
| Rear Yard Setback | 20' | 114.5' |
| Maximum Floor Area Ratio (F.A.R.)* | 35% | 10% (3,392 SF (Building) / 33,970 SF (Lot)) |
| Maximum Total Building Coverage* | N/A | N/A |
| Maximum Total Lot Coverage* | 90% | 90% (no change - 30,558 SF impervious / 33,970 SF lot) |
| Parking Requirements | 1 space per 250 sq. ft. 14 Spaces (3,300 sq. ft. / 200 sq. ft.) | 32 Spaces (30 regular and 2 handicap spaces) |
| Parking front yard setback | | |
| Parking corner side yard setback | | |
| Parking interior side yard setback | | |
| Parking rear yard setback | | |
| Loading Requirements | 10'W x 25'L x 14'H | 10'W x 46'L |
| Accessory Structure Information | | |

* Must provide actual square footage number and percentage.

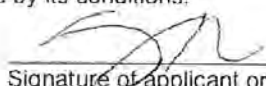
Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: _____

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 26th day of April, 2022, I/We have read the above certification, understand it, and agree to abide by its conditions.



Signature of applicant or authorized agent

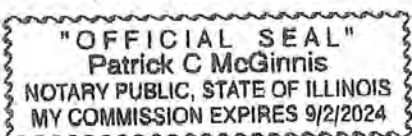
Sarah Baker
Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 26th day of
April, 2022.


Notary Public



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

Application for Certificate of Zoning Compliance

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

Applicant's name: VetChart, LLC

Owner's name (if different): Grant Square LLC

Property address: 101 W. Chestnut Street

Property legal description: [attach to this form]

Present zoning classification: B-1, Community Business District

Square footage of property: 33,970 sq.ft.

Lot area per dwelling: 3,392 sq. ft.

Lot dimensions: 174.63 x 166.28

Current use of property: Bank

Proposed use:
☐ Single-family detached dwelling
☒ Other: Business

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

Brief description of request and proposal:

Applicant is seeking to operate a veterinary clinic out of the property

Plans & Specifications: [submit with this form]

Provided: **Required by Code:**

Yards:

| | | |
|------------------|------------------|------------------|
| front: | <u>100'</u> | <u>25'</u> |
| interior side(s) | <u>10' / n/a</u> | <u>10' / n/a</u> |

Provided:**Required by Code:**

| | | |
|---|-----------|-----------|
| corner side | 80' | 25' |
| rear | 114.5' | 20' |
| Setbacks (businesses and offices): | | |
| front: | 25.72' | 25' |
| interior side(s) | 10' / n/a | 10' / n/a |
| corner side | 80' | 25' |
| rear | 114.5' | 20' |
| others: | N/A | N/A |
| Ogden Ave. Center: | N/A | N/A |
| York Rd. Center: | N/A | N/A |
| Forest Preserve: | N/A | N/A |

Building heights:

| | | |
|------------------------|-----|-----|
| principal building(s): | 30' | 17' |
| accessory building(s): | | |

Maximum Elevations:

| | | |
|------------------------|---|---|
| principal building(s): | 2 | 1 |
| accessory building(s): | | |

Dwelling unit size(s): N/A N/A

Total building coverage: N/A N/A

Total lot coverage: 90% no change to existing 90%

Floor area ratio: 10% 35%

Accessory building(s): N/A

Spacing between buildings:[depict on attached plans]

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

Number of off-street parking spaces required: 14

Number of loading spaces required: 0

Statement of applicant:

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

By: _____

Applicant's signature

Sarah Baker

Applicant's printed name

Dated: 4/26, 20 22



VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT SPECIAL USE PERMIT CRITERIA

Must be accompanied by completed Plan Commission Application

Address of proposed request: 101 W. Chestnut St., Hinsdale, IL 60521

Proposed Special Use request: Veterinary Clinic

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

REVIEW CRITERIA

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

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

1. *Code and Plan Purposes.* The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established.
See attached.
2. *No Undue Adverse Impact.* The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.
See attached.

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

See attached.

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

See attached.

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

See attached.

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

See attached.

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

See attached.

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

See attached.

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

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

See attached.

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

See attached.

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.

See attached.

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

The requested use (Veterinary Services for Animal Specialties – SIC Code 0742) is an allowable use in the B-1 Zoning District, as a Special Use, in stand-alone buildings only. No boarding for overnight animals is being requested. The B-1 District is a community business district that is intended to serve the Hinsdale suburban community with a full range of locally oriented business. A community veterinary clinic meets this criteria.

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

A veterinary clinic and its office is a relatively low intensity of use for the property, and therefore does not have an adverse impact on the adjacent properties nor on the public health, safety, or general welfare of the area. At the very least, it will be no more intensive than a bank, which was the previous use of the property, and will likely in fact be less intensive. The average number of customers/clients going to the property will be less per hour for a vet clinic than a bank and there will be no use of the property overnight, while a bank had ATM use during overnight hours.

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

The proposed use of the property as a veterinary clinic will not require any change to the existing property, other than the removal of the drive-thru window and lanes for the bank and the addition of the outdoor space in its place, which will include turf on the ground and an opaque fence. The enclosed proposed site plan reflects same. The outer drive-thru lane will be used as a loading/drop off area (sign will limit loading/drop off time to 15 to 30 minutes). The proposed use will not impact the immediate vicinity or interfere with the use and development of neighboring property in accordance with the applicable district regulations.

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

No changes to any public facilities are necessary. The use of the property as a veterinary clinic and offices has had and will continue to have no negative impact on any public services. The use is not more, and is likely less, intensive than a bank.

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

The proposed use as a veterinary clinic will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. The impact will be less than that of the bank that was previously at the property. Applicant's business will operate with traditional hours (no overnight patients), beginning with 2-3 employees working at a time, seeing approximately 1-2 clients per hour. As the business begins to grow, this will hopefully increase for the applicant.

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

The existing structure will remain and there will be no destruction, loss, or damage of any natural, scenic, or historic features of significant importance.

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

Applicant is seeking approval for a Special Use to utilize the property as a veterinary clinic. Animal hospitals/veterinary clinics are permitted in the B-1 District, but only as a Special Use. There are no residential properties that abut this property and it will operate in the B-1 community business district.

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

All of the conditions of the approved special use are being met. There are no long hours or overnight operations. The noise will be minimal. In fact, this property has been vacant and this will bring a consistent business to the location and serve the community.

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

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

A veterinary clinic will serve needs of residents of Hinsdale and no negative impact on any neighbors. The property is currently vacant and the proposed use will bring an active local business to the community. The proposed use also minimized any adverse impact on the surrounding buildings as no redevelopment of the building is necessary.

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

No alternative locations would better serve the public goals or proposed use and development of the current site.

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.

Any adverse effects of the proposed use, which are minimal, have been adequately addressed. The requested outdoor space will include an opaque fence and planters and greenery.



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

Address of proposed request: 101 W. Chestnut St.

REVIEW CRITERIA

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

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

FEES for Exterior Appearance/Site Plan Review:

Standard Application: \$600.00

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

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

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

The building will maintain the same amount of space between surrounding buildings and does not lessen the current setback between spaces, streets & facades.

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

The building will maintain the same materials (no changes). The quality of materials for the fencing and outdoor turf will be consistent with existing adjacent structures.

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

The design and quality of the building will be maintained with the character of the surrounding buildings and neighborhood.

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

The proposed site plan will not change the impact on the landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, or vehicular traffic patterns. Landscaping and greenery will be added with the outdoor space.

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

The height of the building and structure is being maintained and will continue to be visually compatible with surrounding buildings and meets Zoning Code requirements.

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

The proposed width to the height of front elevation will remain unchanged to be visually compatible with surrounding buildings and does not take away any current open spaces.

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

The width to the height of the windows will also remain unchanged.

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

The relationship of solids to voids in the front facade of the proposed building is being maintained to be visually compatible with surrounding buildings and neighborhood.

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

The proposed building uses the same amount of open spaces in between current buildings and does not take away any open space to surrounding buildings or neighborhood.

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

The proposed site uses the same entrances and other projections to sidewalks as the current site uses. The proposed site meets Zoning Code requirements.

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

The materials and texture of the facade will remain unchanged to continue to be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.

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

The roof shape of the building will remain unchanged.

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

The building facade will remain unchanged. The outdoor space being requested will include an opaque fence designed to be visually consistent, related, and compatible with surrounding buildings.

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

The size and mass of buildings and structures are visually compatible with surrounding buildings and meet Zoning Code requirements. There are no porches or balconies on the proposed structure.

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

The character of the front elevation of the proposed building will remain unchanged and continue to meet Zoning Code requirements, as well as fit with the surrounding buildings. The width and orientation of the building is the same as what exists today.

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

Existing building will remain unchanged.

REVIEW CRITERIA – Site Plan Review

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

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

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

The proposed site plan meets all required standards by the Zoning Codes.

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

The proposed site plan does not interfere or change any easements and rights-of-way.

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

The proposed site plan will help all the above as the current building on the site is deteriorating.

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

The proposed site plan will not affect any surrounding property with any less community enjoyment. In fact the setbacks are the same or greater than what exists today.

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

The proposed site plan will not create any different traffic congestion or hazards than the current site plan and the traffic will flow the same.

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

The proposed site plan provides the same amount of shielding from or for the nearby uses and buildings.

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

The proposed structure and landscaping will in fact brighten the neighboring properties and match with neighboring structures and landscaping. The proposed structure will not lack amenity to any neighboring structures or current uses.

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

The application and site plans submitted does not affect any of the space that is currently being used. The plans allow for continued space and maintenance.

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

The proposed site plan has proper drainage and will not create any erosion. The site will be properly paved and equipped with proper materials and drainage that will serve the community.

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

The proposed site plan does not place any unwarranted or unreasonable burdens on specified utility systems on the site and it satisfactorily integrates the site's utilities into the overall existing and planned utility system serving the Village and the community.

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

The proposed site plan does provide for allowed public uses.

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

The proposed site plan does not adversely affect the public health, safety, or general welfare. In fact, the proposed site plan is intended to bring a positive business that benefits the general public.

Summary & Business Description

Applicant is seeking approval for a Special Use to operate a veterinary clinic in the B-1 District at the property located at 101 W. Chestnut St. The property was previously used as a bank, but is currently vacant and not in use. Applicant is a local vet and is looking to start her business at this location. Applicant has obtained the approval from the owner of the property, Grant Square LLC, to operate this business at this location and has entered into a ten (10) year lease agreement with the owner, contingent on the Special Use approval.

Applicant's practice will serve dogs and cats, not any exotic animals. Applicant's business will operate with traditional hours (no overnight patients), beginning with 2-3 employees working at a time, seeing approximately 1-2 clients per hour. As the business begins to grow, this will hopefully increase for the applicant, but never more than a total of 20 employees/clients at a time. The building space will include six (6) exam rooms, two (2) offices, a surgical suite, a dental suite, a lab, a back room, and some small additional outdoor space. Applicant's intent is to provide gold standard care for the local community and their pets. Traditional hours would be Monday through Friday, 7:30 am – 5:30 pm.

The only proposed/requested changes to the outside of the building/site Applicant is requesting approval for is to remove the drive-thru window and lanes and add a small outdoor space to the property, which will include artificial turf and an opaque fence, planters and greenery surrounding the area. The outdoor space will be used for inpatient animal relief and will be turf to allow easy clean up multiple times per day. It will also include a drainage system. This outdoor space would be located where the first lane of the bank drive-thru is currently located. The second lane will remain open, to be used as a loading/drop off space, with a sign setting a limit of 15 to 30 minutes for using that space. The loading zone would be used for the crematorium, lab pick-up, and occasional bereavement when necessary.

Applicant is not seeking overnight/boarding use of the property, as this would require 24 hour supervision of the animals in order to provide gold standard care.

Trustee's Deed Individual/Corporate

THIS INDENTURE made this 22nd day of June, 2005, between HARRIS N. A., a National Banking Association, organized and existing under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally, but solely as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement dated 20th day of November, 1990, and known as Trust Number L-2772, Grantor and GRANT SQUARE LLC^{*} Grantee.

Grantees Address: 21 Spinning Wheel Road, Hinsdale, IL 60521
^{*}an Illinois limited liability company

WITNESSETH, that said Grantor, in consideration of the sum of Ten Dollars and other good and valuable considerations in hand paid does hereby convey and quit-claim unto said Grantee, the following described real estate situated in DuPage County, Illinois, to wit:

SEE LEGAL ATTACHED TO AND MADE A PART OF DEED

Permanent Index No. See Attached

Together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD THE same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

SUBJECT TO: The liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county given to secure the payment of money remaining unreleased at the date of the delivery hereof, to all real estate taxes due or to become due and all conditions, covenants and restrictions on record.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its officers and attested by another of its officers, the day and year first above written.

HARRIS N. A.

as Trustee aforesaid, and not personally

By: Shirley M. Nolan
Shirley M. Nolan, Assistant Vice President/Land Trust

Attest: Marcia L. Fry



EXEMPT Para. 2
35 ILCS 200/31-45

Sandy Young 7/7/05

COUNTY OF DuPage)

) SS

STATE OF ILLINOIS)

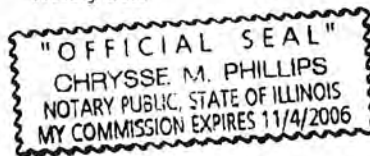
I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that
Shirley M. Nolan, Assistant Vice President/Land Trust
of HARRIS N. A. and

of said bank, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such officers of said bank respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said bank, as Trustee for the uses and purposes, therein set forth and the said AVP of said bank did also then and there acknowledge that he/she as custodian of the corporate seal of said bank did affix the said corporate seal of said bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, as Trustee for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 22nd day of June, 2005.

Chryse M. Phillips

Notary Seal



This instrument prepared by:

S. Nolan

HARRIS N. A.

53 S. Lincoln Street, Hinsdale, IL 60521

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R
Y

NAME Lawrence A. Robins
DLA Piper Rudnick
STREET 203 North LaSalle Street
CITY Chicago, Illinois 60601

Grant Square Shopping Center
101 Chestnut St., 34 S. Vine St., Hinsdale, IL

ADDRESS OF PROPERTY
21 Spinning Wheel Road
Hinsdale, Illinois 60521

TAX MAILING ADDRESS

Legal Description

EXHIBIT A

Parcel 1:

Lots 1, 2, 3 in Block 1 in Grant Square Resubdivision of Blocks 1 and 2 and the vacated alleys running North and South through said Blocks from the North line of Chestnut Street to the South line of Chicago Avenue in Hannah's Subdivision of part of Out Lot 1 of the Original Town of Hinsdale, in Section 12, Township 38 North, Range 11 East of the Third Principal Meridian, according to the Plat of said Resubdivision recorded October 5, 1949 as Document No. 577674 and rerecorded September 8, 1950 as Document No. 603764, in DuPage County, Illinois and that part of the West 1/2 of vacated Vine Street lying between Grant Square Resubdivision and Grant Square Shopping Center Resubdivision and North of the North line of Chestnut Street and South of the South line of Chicago Avenue in the Northwest 1/4 of Section 12, Township 38 North, Range 11 East of the Third Principal Meridian, according to the Plat of said vacation recorded October 22, 1984 as document number R84-85232, in DuPage County, Illinois, which is East of and adjoining Lots 1, 2, 3 and 9 aforesaid.

09-12-105-013

Parcel 2:

09-12-105-003

09-12-105-014

Lots 1 and 2 in Grant Square Shopping Center Resubdivision of that part of Out Lot 1 and that part of Depot Grounds described as follows: Beginning at a point 33 feet Southerly of North line said Out Lot 1 in (said point being on Southerly right of way of Chicago Avenue as now platted and recorded) and on the East line of Vine Street as described in Quit Claim Deed recorded May 8, 1902 as document 76425; thence East along South line of Chicago Avenue 612.2 feet more or less to West line of East 166.28 feet of said Out Lot 1; thence South along said West line of the East 166.28 feet of said Out Lot 1 (part of said West line being also the West line of Bergman's Resubdivision, recorded July 17, 1945 as document 400585) 299.46 feet to Southwest corner of said Bergman's Resubdivision; thence North 65 degrees 21 minutes 28 seconds East along the South line of said Bergman's Resubdivision 182.70 feet to West line of Lincoln Street; thence South 00 degrees 04 minutes 38 seconds East along said Westerly line of Lincoln Street 36.63 feet; thence South 89 degrees 55 minutes 22 seconds West 20 feet to an angle point; thence South 65 degrees 21 minutes 28 seconds West 149.74 feet to an angle point; thence South 67 degrees 27 minutes 04 seconds West 232.07 feet to an angle point, said point being 107 feet, measured at right angles to and Northerly of center line of center main track of Chicago Burlington and Quincy Railroad; thence South 74 degrees 52 minutes 16 seconds West along a line parallel with and 107 feet Northerly of as measured at right angles to center line of center main track of Chicago, Burlington and Quincy Railroad (being along existing Northerly right of way line of said railroad) 423.08 feet more or less to East right of way line of Vine Street; thence North along East right of way line of Vine Street 521.39 feet to place of beginning, as shown on plat of resubdivision recorded March 3, 1964, as document R64-6737, in DuPage County, Illinois.

09-12-109-013

09-12-109-002

The East 1/2 of vacated Vine Street lying between Grant Square Resubdivision and Grant Square Shopping Center Resubdivision and North of the North line of Chestnut Street and South of the South line of Chicago Avenue in the Northwest 1/4 of Section 12, Township 38 North, Range 11 East of the Third Principal Meridian, according to the Plat of said vacation recorded October 1, 1984 as Document No. R84-85232, in DuPage County, Illinois.

Parcel 3:

Lots 1, 2 and 3 in Bergman's Resubdivision of part of Out Lot 1 of the Town of Hinsdale and part of the Northwest 1/4 of Section 12, Township 38 North, Range 11 East of the Third Principal Meridian, according to the Plat of said Bergman's Resubdivision recorded July 17, 1945 as document 480985, in DuPage County, Illinois.

09-12-109-012

09-12-109-005



April 6, 2022

Village of Hinsdale
19 Chicago Avenue
Hinsdale, IL 60521

Re: 101 Chestnut Street, Hinsdale, IL

Dear Village of Hinsdale:

Please allow this correspondence to confirm our consent to allow Dr. Sarah Baker or VetChart, LLC to proceed with an application for a Special Use Permit for VetChart LLC's proposed use of the Premises located at 101 Chestnut Street, Hinsdale, IL.

Sincerely,

HINSDALE MANAGEMENT CORPORATION
As Duly Authorized Agent for Grant Square, LLC

A handwritten signature in black ink, appearing to read "Caroline K. Palmer", with a large, stylized loop at the end.

Caroline K. Palmer
Vice-President
General Counsel

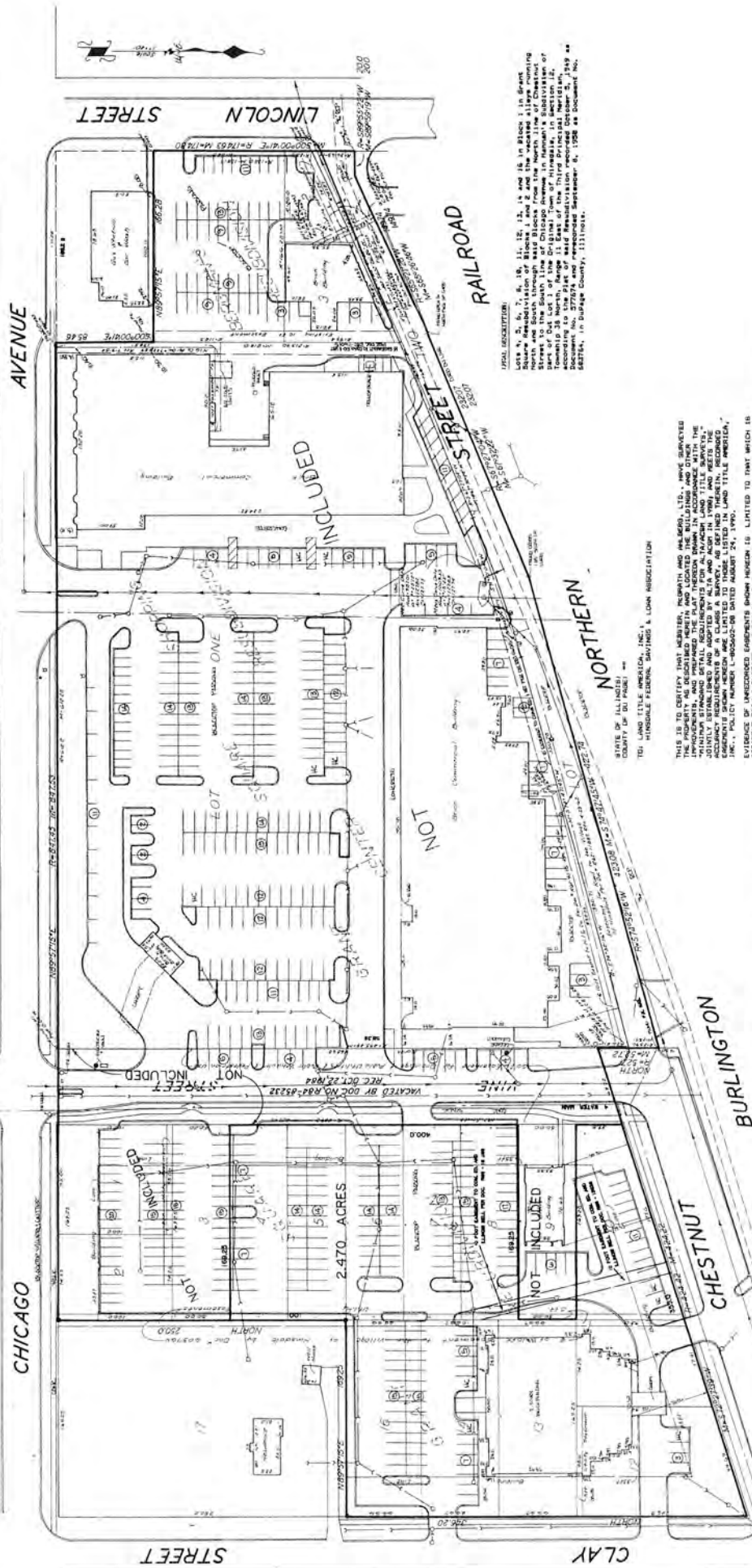
LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN BERGMAN'S RESUBDIVISION OF PART OF OUT LOT 1 OF THE TOWN OF HINSDALE AND PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BERGMAN'S RESUBDIVISION RECORDED JULY 17, 1945 AS DOCUMENT 480985, IN DUPAGE COUNTY, ILLINOIS.

Permanent Real Estate Number(s): 09-12-109-012 & 09-12-109-005

Address of Real Estate: 101 W. Chestnut Street, Hinsdale, IL 60521

PLAT OF SURVEY



174141 DISCONTINUED

STATE OF ILLINOIS
COUNTY OF DU PAGE) ss

TO: LAND TITLE AMERICA, INC.
MINISOLE FEDERAL SAVINGS & LOAN ASSOCIATION

THIS IS TO CERTIFY THAT REGISTER, PUGHATH AND WILKINS, LTD., HAVE SURVEYED THE PROPERTY AS DESIGNATED HEREIN AND LOCATED THE BUILDINGS AND OTHER IMPROVEMENTS, AND PREPARED THE PLAT THEREON IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTAZURCA LAND TITLE SURVEYS," WHICH ARE HEREBY ADOPTED BY AUTHORITY OF THE STATE ENGINEER, IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALTAZURCA LAND TITLE ACT, CHAPTER 108, POLICY NUMBER 1-960425-00 DATED AUGUST 29, 1990.

EVIDENCE OF UNRECORDED EASEMENTS SHOWN HEREIN IS LIMITED TO THAT WHICH IS

PREPARED FOR
HINSKALE FEDERAL SAVINGS & LOAN ASSOCIATION
ATTN: ALAN M. KILBURG
GRANT SQUARE
HINSKALE, ILLINOIS 60521

1941
Darryl Abbing
ILLINOIS LAND SURVEYOR NO. 2489
207 S. MAPLEVILLE STREET
WHEATON, ILLINOIS 60157
MORRISON, MCDONALD AND WHEELER, LTD.

LEGEND

○ DATA AVAILABLE (years)
○ SURVIVAL AMONGST
○ MATURE VALUE
○ PROX. INFLUENT

NUMBER OF LOCATIONS
Number of patients, species
encountered: 1000000, 100000,
10000, 1000, 100, 10, 1

[illegible]

| REVISIONS | BY |
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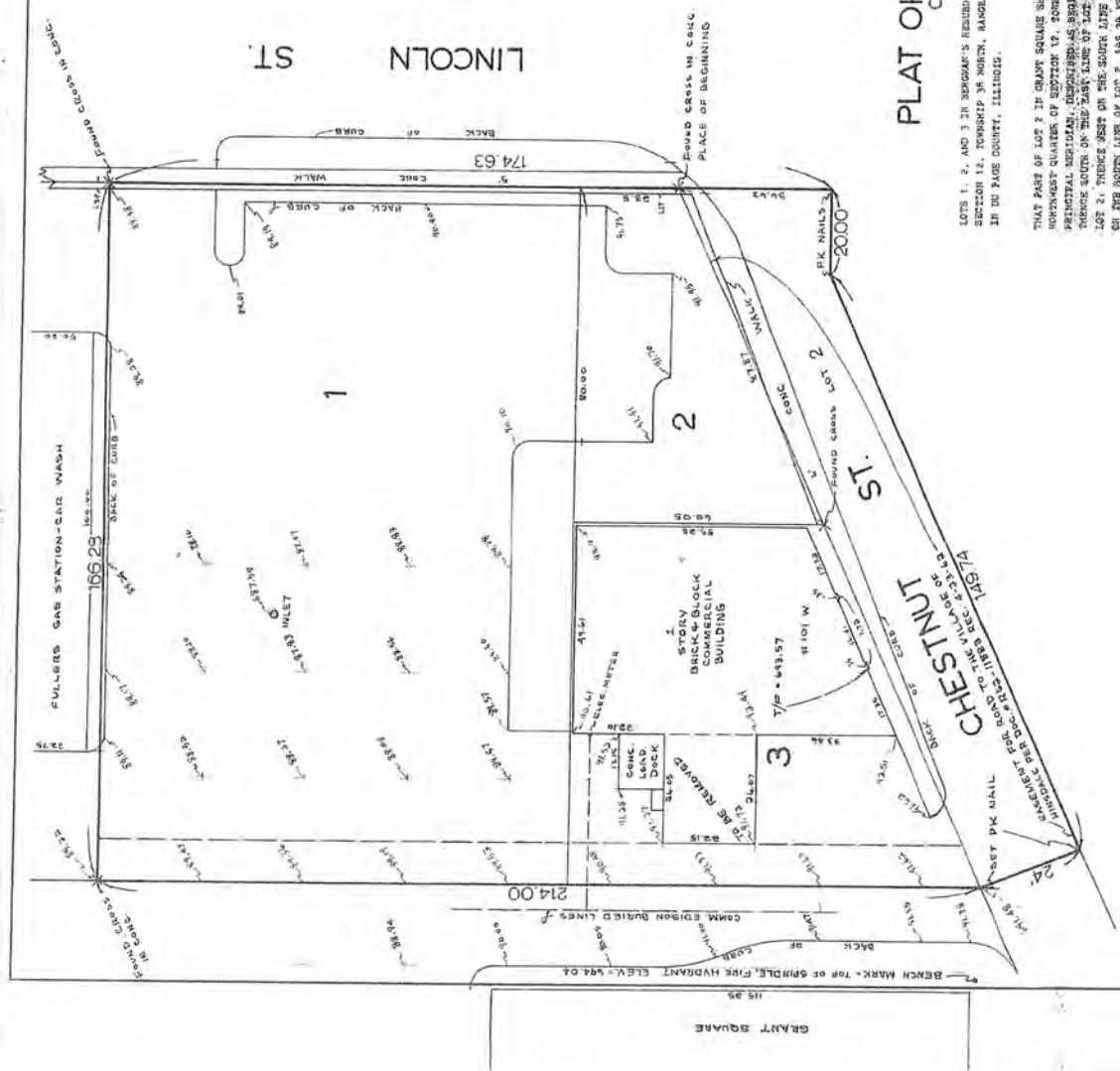
Scale 1" = 15'
 Date 10/15/20
 Sheet 5752
 P-1 P-77
 Dr. Jones

STATE OF ILLINOIS ss
 COUNTY OF DU PAGE ss
 THIS IS TO CERTIFY THAT I, RONALD V. SCOTT, ILLINOIS LAND SURVEYOR NO. 1630,
 HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AS SHOWN ON THE ANNEXED PLAT,
 WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY, ALL DISTANCES ARE IN FEET
 AND DECIMALS THEREOF, AND ARE CONNECTED TO A REPRESENTATIVE OF 60° MAGNETISM
 GIVEN UNDER MY HAND AND SEAL THIS 27th DAY OF October, A.D. 2001.
 R. V. Scott
 ILLINOIS LAND SURVEYOR NO. 1630 (SEAL)

PLAT OF SURVEY OF

LOTS 1, 2, AND 3 IN SEWARD'S RESUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF
 SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 IN DU PAGE COUNTY, ILLINOIS.

ALSO
 THAT PART OF LOT 3 IN GRANT SQUARE SUBDIVISION, LOCATED IN THE
 NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD
 PRINCIPAL MERIDIAN, COMMENCING AT THE SOUTHWEST CORNER OF LOT 2,
 THENCE SOUTH ON THE 1/2" WIDE EASEMENT TO THE SOUTHWEST CORNER OF
 LOT 3, THENCE WEST ON THE SOUTH LINE OF LOT 2, 30.00 FEET, THENCE NORTHEASTLY
 ON THE NORTH LINE OF LOT 2, 14.14 FEET TO AN ANGLE POINT, THENCE NORTHEASTLY
 34 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 3, THENCE NORTHEASTLY
 RESUBDIVISION, THENCE NORTHEASTLY ON THE NORTH LINE OF LOT 3, TO THE PLACE
 OF BEGINNING, ACCORDING TO THE PLAT RECORDED JUNE 3, 1960 AS DOCUMENT NO.
 B-64-6733, IN DU PAGE COUNTY, ILLINOIS.





1 SITE PLAN
1" = 20'-0"

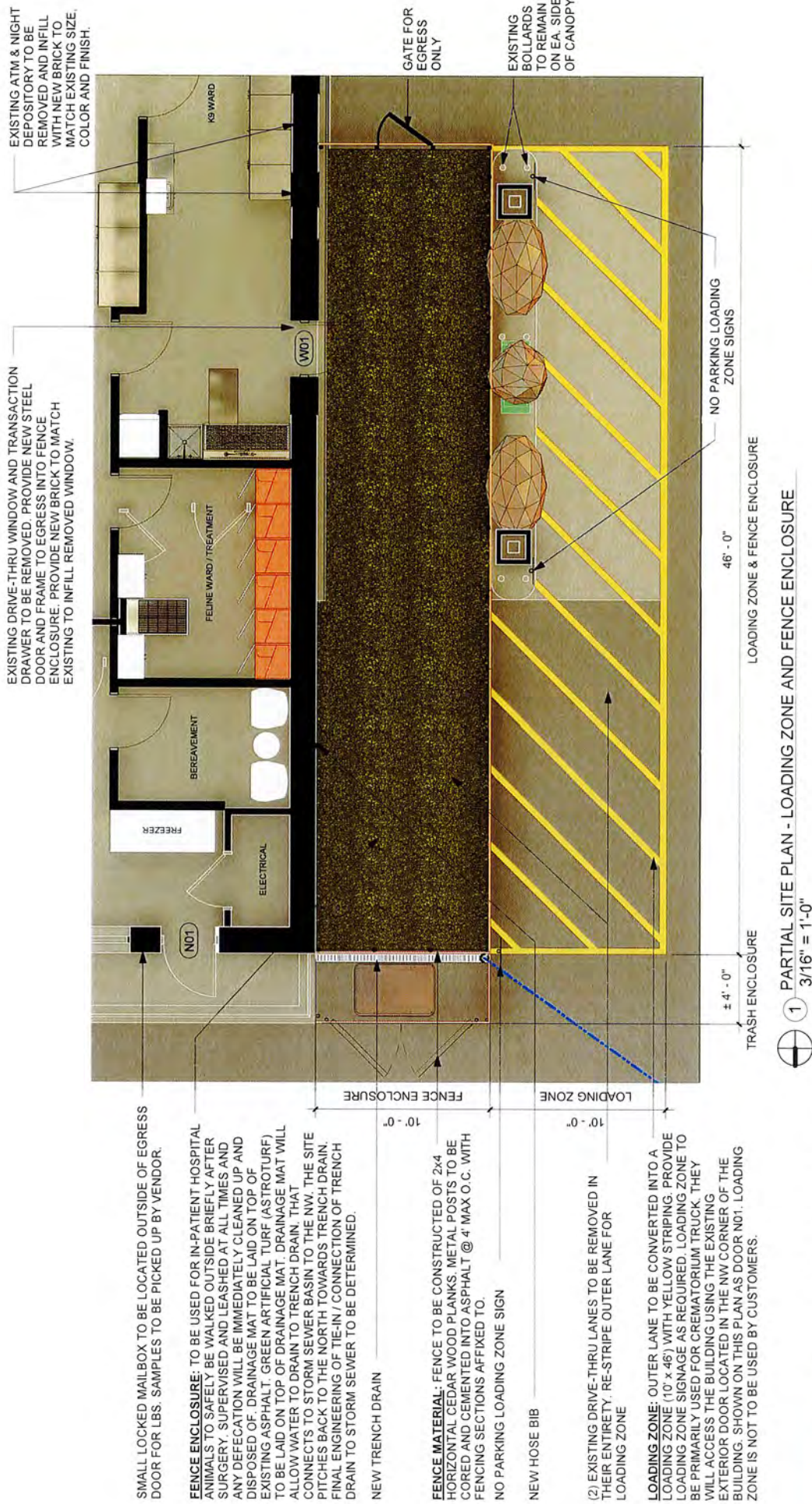
Site Plan
Dr. Sarah Baker
HINSDALE ANIMAL HOSPITAL
101 W Chestnut St | Hinsdale, IL

2022 08 10

22028 **1**

SPECIAL USE APPLICATION





Loading Zone & Fence Enclosure

Dr. Sarah Baker
HINSDALE ANIMAL HOSPITAL

2022 08 10

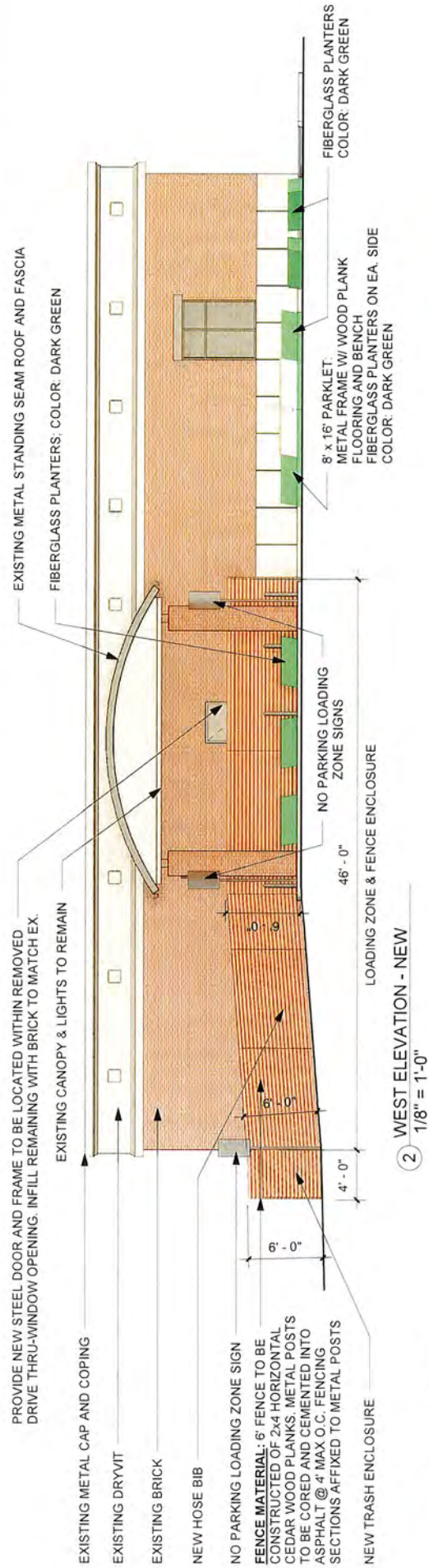
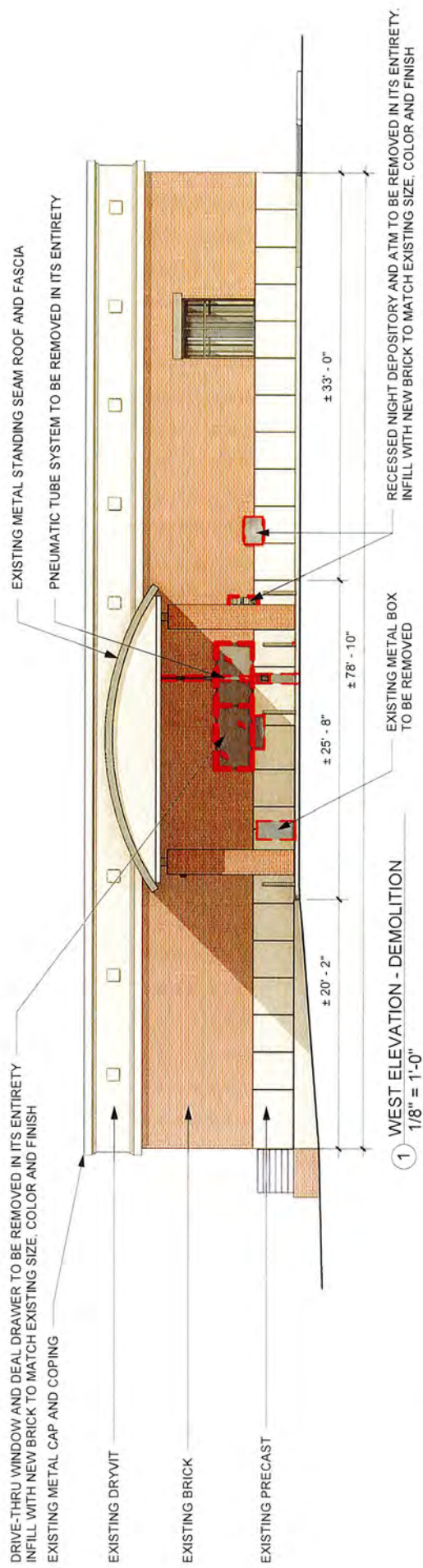
22028

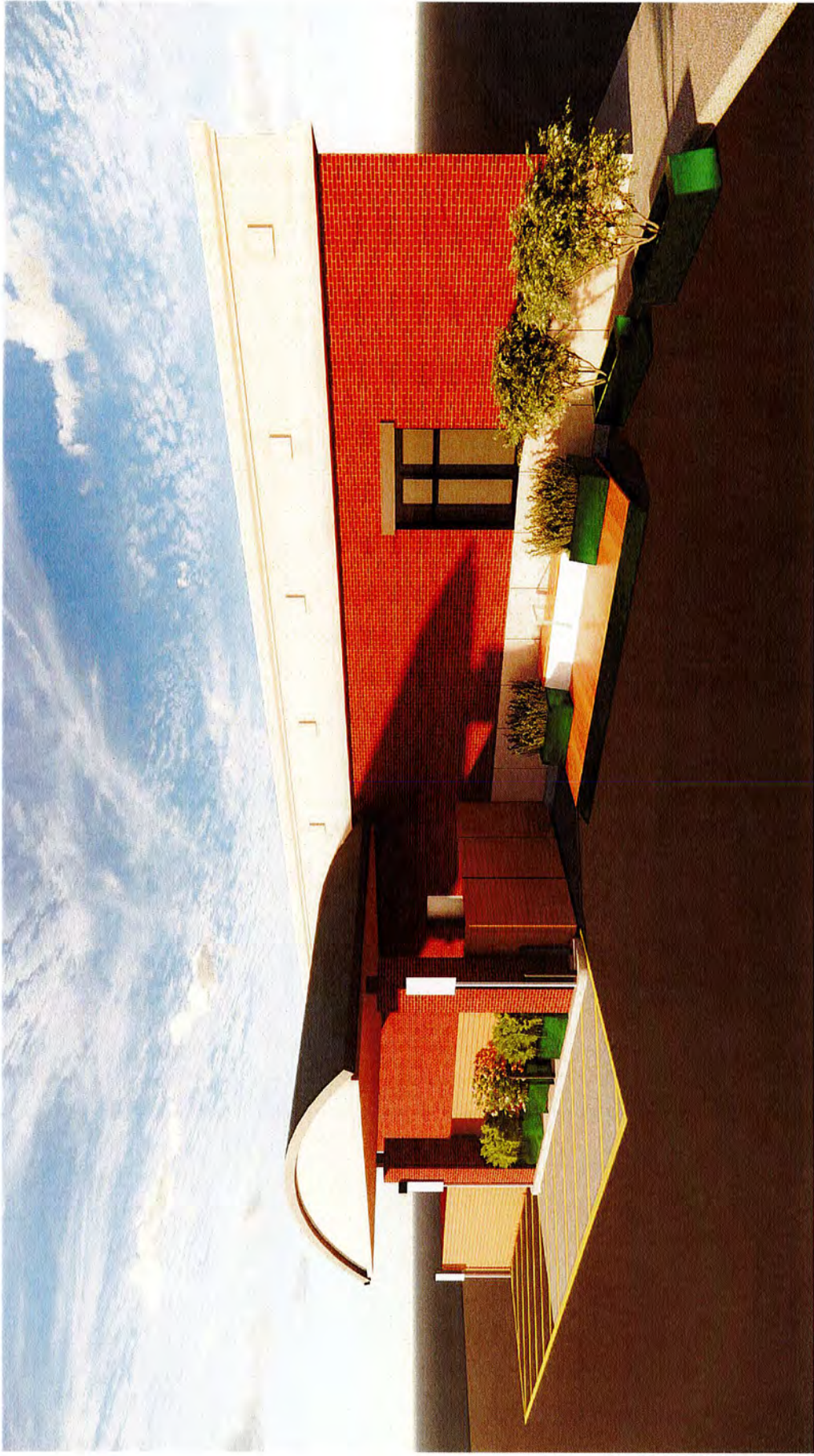
2

101 W. Chestnut St. Hinsdale, IL

SPECIAL USE APPLICATION







Exterior Perspective
Dr. Sarah Baker
HINSDALE ANIMAL HOSPITAL
101 W Chestnut St, Hinsdale, IL

2022 08 10

22028 **4**



SPECIAL USE APPLICATION



NORTH ELEVATION



DRIVE-THRU (FROM NORTH)



WEST ELEVATION



CANOPY / DRIVE-THRU



SOUTH ELEVATION (ALONG CHESTNUT ST.)



DRIVE-THRU (FROM SOUTH)



WEST ELEVATION (FRONT ENTRANCE)

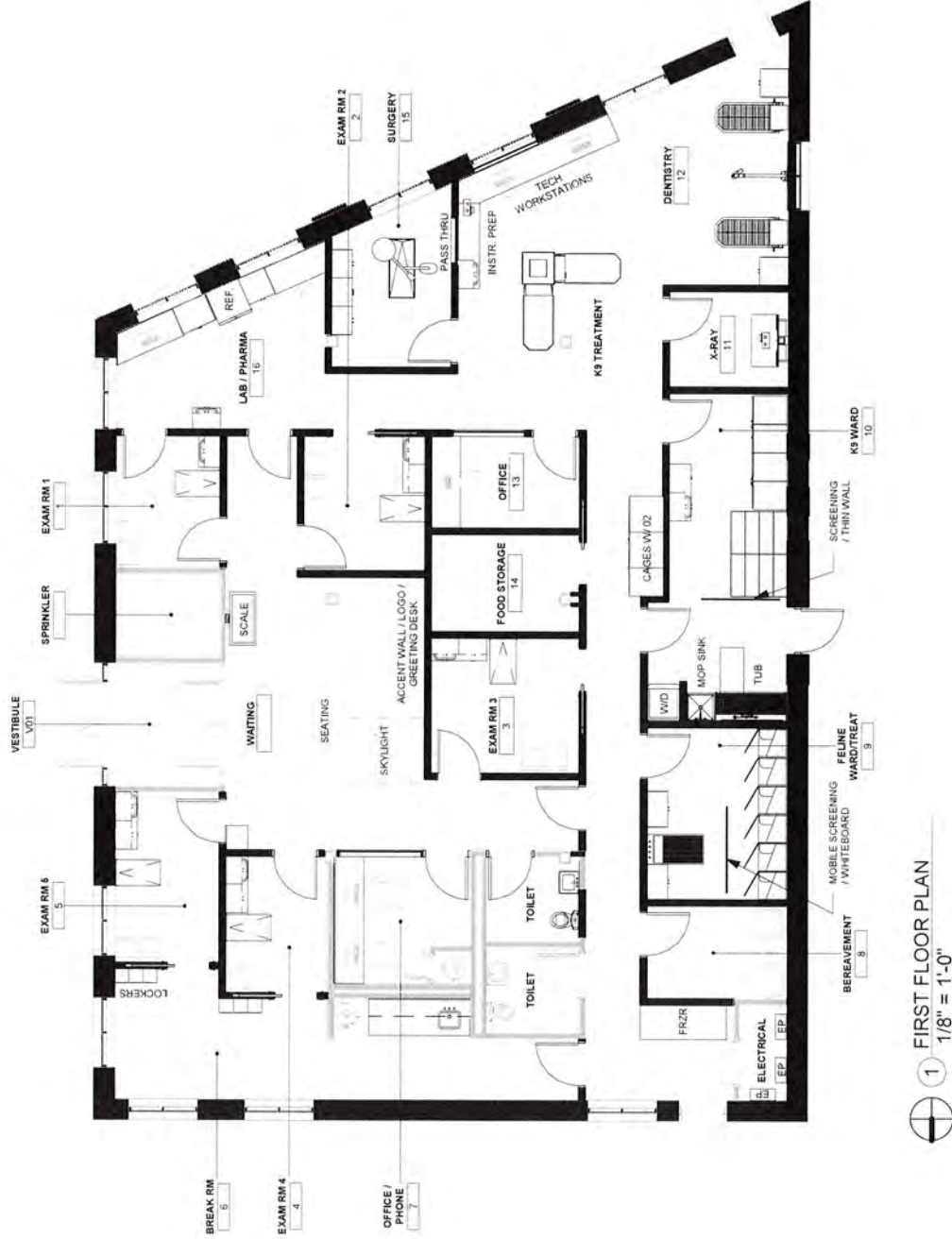


Interior Floor Plan Dr. Sarah Baker HINSDALE ANIMAL HOSPITAL



SPECIAL USE APPLICATION

10/11/2022 11:58 AM



PARKLETS 2.0 portal

4472

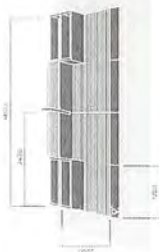
Designed by
Hong Ngo-Aandal, SOLA, Johan Verde

Parklets 2.0 portal extends existing pavements to provide more space for people and plants. The range consists of six complete modules that can quickly be positioned in parking spaces that are no longer in use. The urban flooring is easy to move with an electric forklift and has adjustable feet so that it can be adapted to different situations and levels. The nonslip transition pliates ensure a smooth join with the existing pavement.



Anchoring/assembly

Free-standing/incubated to the ground



Primary material

Hot-dip galvanized steel

All steel components are hot-dip galvanized, which produces a matt grey surface after a while. We offer a lifetime anti-rust warranty.

5 mm

| Global | Est. |
|--------|------|
| 1990 | 1.0 |
| 2000 | 1.0 |
| 2010 | 1.0 |
| 2020 | 1.0 |
| 2030 | 1.0 |
| 2040 | 1.0 |
| 2050 | 1.0 |
| 2060 | 1.0 |
| 2070 | 1.0 |
| 2080 | 1.0 |
| 2090 | 1.0 |
| 2100 | 1.0 |

| Unit | kg/ha | mm | mm | % |
|----------------------|---------|---------|----|------|
| Double to Gate 40 A3 | 3030.57 | 2460.52 | | 3.23 |



Certifications

- Lifetime warranty against rust
- 15 year warranty on powder coating
- 15 year warranty on wood
- Spare parts always available

Additional features on request

| Swivel | Modular | ADA | USB | LED | HC | Antigraft | Water system |
|--------|---------|-----|-----|-----|----|-----------|--------------|
| | | | ✓ | ✓ | ✓ | ✓ | |

Lifting hook Castor

visit www.vestra.com for more information.
Specifications are subject to change without notice.
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usa@vestre.com
www.vestre.com

Building Materials
Dr. Sarah Baker
HINSDALE ANIMAL HOSPITAL

٢



pots planters and more

TOLGA+POTSDAM+PERTH



| part number | distal dimensions | length | base dia | weight | qualities |
|-------------|--------------------|---------------|-------------|----------|-----------|
| 69367 36 | 38.1 x 10.7 x 25.4 | 33.25 x 13.25 | 38.1 x 10.7 | 33.1 lbs | 51.4 |
| 69367 48 | 48.1 x 10.7 x 25.4 | 45.25 x 13.25 | 48.1 x 10.7 | 48.1 lbs | 68.6 |
| 69367 60 | 60.1 x 10.7 x 25.4 | 57.25 x 13.25 | 60.1 x 10.7 | 61.4 lbs | 85.7 |
| 69367 66 | 66.1 x 10.7 x 25.4 | 63.25 x 13.25 | 66.1 x 10.7 | 68.6 lbs | 95.6 |
| 69367 72 | 72.1 x 10.7 x 25.4 | 69.25 x 13.25 | 72.1 x 10.7 | 74.8 lbs | 137 |
| 69502 36 | 38.1 x 10.7 x 42.7 | 33.25 x 13.25 | 38.1 x 10.7 | 33.1 lbs | 51.4 |
| 69502 48 | 48.1 x 10.7 x 42.7 | 45.25 x 13.25 | 48.1 x 10.7 | 48.1 lbs | 68.6 |
| 69502 60 | 60.1 x 10.7 x 42.7 | 57.25 x 13.25 | 60.1 x 10.7 | 61.4 lbs | 85.7 |
| 69502 66 | 66.1 x 10.7 x 42.7 | 63.25 x 13.25 | 66.1 x 10.7 | 68.6 lbs | 95.6 |
| 69502 72 | 72.1 x 10.7 x 42.7 | 69.25 x 13.25 | 72.1 x 10.7 | 74.8 lbs | 137 |

There are some other ways that a program can find that two weights are very similar:

REINFORCED
CONCRETE

LIGHTWEIGHT



MODERN DESIGN



HAND-CRAFTED



UV AND FROST

www.potsplanterisandmore.com
800.367.9761 Skokie, IL

roots planters and more



VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT AND CONCURRENT SITE PLAN AND EXTERIOR APPEARANCE PLAN APPROVAL TO REDEVELOP AN EXISTING BUILDING WITH A NEW PET HOSPITAL/VETERINARY CLINIC – VETCHART, LLC - 101 W. CHESTNUT STREET

WHEREAS, VetChart, LLC (the “Applicant”) has submitted an application (the “Application”) seeking a special use permit for a pet hospital/veterinary clinic, and site plan and exterior appearance plan approval related to the redevelopment of an existing vacant one-story building on property located at 101 W. Chestnut Street (the “Subject Property”) as a pet hospital and veterinary clinic. The Subject Property is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Subject Property is located in the Village’s B-1 Community Business Zoning District, is vacant, and is currently improved with an existing 3,300 square foot former bank building with existing drive-through lanes. The Applicant proposes to utilize the existing building and to replace it with a new pet hospital and veterinary clinic. The Applicant is proposing various improvements to the west side of the building, including the removal of the existing drive-through lanes and accessories; converting the existing outer west drive-through lane into a loading space; the construction of an outdoor animal enclosure within the existing inner east drive-through lane; and the creation of parklet to provide outdoor seating for employees. Collectively, the site improvements are the “Proposed Improvements.” The Proposed Improvements are depicted in the Site Plan and Exterior Appearance Plan, attached hereto as Exhibit B and made a part hereof; and

WHEREAS, pet hospitals are permitted as special uses in the B-1 Community Business Zoning District pursuant to subsection 5-105(C)(24) of the Hinsdale Zoning Code (“Zoning Code”); 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 August 10, 2022, the Plan Commission of the Village of Hinsdale reviewed the Application at a public hearing 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 hearing, recommended approval of the special use permit for a pet hospital/veterinary clinic, and proposed exterior appearance plan and proposed site plan for the Proposed Improvements, with certain conditions as set forth below, on a unanimous vote of six (6) ayes, zero (0) nays, and three (3) absent, all as set

forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit C** and made a part hereof. The Plan Commission has filed its report of Findings and Recommendation regarding the approval sought in the Application with the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan approval, 11-606E of the Zoning Code governing exterior appearance review, and 11-602 of the Zoning Code governing approval of special use permits, 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: 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 C** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of Special Use for Pet Hospital/Veterinary Clinic. The 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 a pet hospital in the B-1 Community Business Zoning District on the Subject Property located at 101 W. Chestnut Street, Hinsdale, Illinois, as legally described in **Exhibit A**.

SECTION 4: Approval of Site Plan and Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Site Plan and Exterior Appearance Plan relative to the Proposed Improvements. The Site Plan and Exterior Appearance Plan shall be attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans").

SECTION 5: Conditions on Approvals. The approvals granted in this Ordinance are expressly subject to all of the following conditions:

- A. **Compliance with Plans.** All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.

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

SECTION 6: 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 7: 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 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 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

LOTS 1, 2 AND 3 IN BERGMAN'S RESUBDIVISION OF PART OF OUT LOT 1 OF THE TOWN OF HINSDALE AND PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BERGMAN'S RESUBDIVISION RECORDED JULY 17, 1945 AS DOCUMENT 480985, IN DUPAGE COUNTY, ILLINOIS.

ALSO THAT PART OF LOT 2 IN GRANT SQUARE SHOPPING CENTER RESUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT 2, THENCE SOUTH ON THE EAST LINE OF LOT 2, 36.63 FEET TO THE SOUTHEAST CORNER OF LOT 2, THENCE WEST ON THE SOUTH LINE OF LOT 2, 20.00 FEET, THENCE SOUTHWESTERLY ON THE SOUTH LINE OF LOT 2, 149.74 FEET TO AN ANGLE POINT, THEN NORTHERLY 24 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 2 IN SAID BERGMAN'S RESBUDIVISION, THENCE NORTHEASTERLY ON THE NORTH LINE OF LOT 2, TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT RECORDED MARCH 3, 1964 AS DOCUMENT NO. R-64-6737, IN DU PAGE COUNTY, ILLINOIS.

Commonly Known As: 101 W. Chestnut Street, Hinsdale, Illinois

PIN Numbers: 09-12-109-005; 09-12-109-012; 09-12-109-002

EXHIBIT B

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

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-16-2022 – 101 W. Chestnut Street – Special Use Permit to allow for an Animal Hospital in the B-1 Community Business District and an Exterior Appearance & Site Plan Review to allow for changes to the existing building and site for VetChart, LLC located at 101 W. Chestnut Street

PROPERTY: 101 W. Chestnut (PINs: 09-12-109-005; 09-12-109-012; 09-12-109-002)

APPLICANT: VetChart, LLC

REQUEST: Special Use Permit & Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: August 10, 2022

BOARD OF TRUSTEES 1ST READING: September 6, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application from VetChart, LLC requesting approval of a Special Use Permit to allow for the operation of a pet hospital at 101 W. Chestnut Street in the B-1 Community Business District. In accordance with Section 5-105 of the Zoning Code, pet hospitals are classified as Veterinary Services for Animal Specialties under SIC Code 0742, which are considered a Special Use in the B-1 District and are only permitted in stand-alone buildings.

The applicant also requests approval of an Exterior Appearance and Site Plan Review to allow for the removal of the existing drive-through lanes used by the former bank, changes to the west building elevation, installation of a loading space and planter boxes, and the construction of an outdoor animal enclosure, a dumpster enclosure, and a parklet system on the west side of the building.

BACKGROUND: The applicant proposes to occupy an existing one-story, stand-alone vacant building formerly occupied by a bank. In 2002, by Ordinance No. O2002-41, the Village Board approved a Special Use Permit and Exterior Appearance / Site Plan for two drive-through lanes to be installed on the west side of the building and changes to the building elevations. Minor changes to the original site plan and building elevations were approved under Ordinance No. O2003-2 and O2003-39.

In the Business Zoning Districts, drive-through lanes are only permitted for drugstores, pharmacies, and banks or financial institutions (depository or non-depository credit institutions) subject to approval of a Special Use Permit and in accordance with the use regulations listed in Section 5-109. Drive-through lanes are not permitted for pet hospitals. As a result, the applicant intends to remove the drive-through window and accessory components formerly used by the bank and convert the two existing drive-through lanes into an outdoor area for animals, a dumpster enclosure, a parklet area for staff, and a loading area. Approval of a new Special Use Permit will be required in the future to re-establish any drive-through lanes.

There are no properties in a single-family residential zoning district within 250 feet of the subject property. Fullers Car Wash is located to the north in the B-1 District. A multi-tenant shopping center with a mix of office and service uses (real estate office, financial advisor office, dry cleaners, physical therapy, and pet grooming) are located to the south across Chestnut Street in the B-3 District. A Village-owned public parking lot, office building with an insurance company, and multi-tenant building with offices and a dry cleaners are located to the east across Lincoln Street in the B-1 District. Grant Square Shopping Center is located to the west and includes a mix of retail, office, and service uses. Chestnut Street, a private street serving Grant Square, is included on the south side of the property.

A public hearing was held on Wednesday, August 10, 2022, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on July 21, 2022. The public hearing notice and transcripts are attached.

PUBLIC HEARING SUMMARY: At the public hearing held on August 10, 2022, Patrick McGinnis, the attorney representing the applicant from Donatelli and Coules, provided an overview of the project. The applicant, Sarah Baker, representing VetChart, LLC, and Patrick Callahan from Studio GC, the architect for the project, were also present at the meeting to answer questions.

Mr. McGinnis summarized how the proposed animal hospital use meets the standards for a Special Use. Mr. McGinnis stated the proposed use is consistent with the purposes of the Village's Zoning Code, noting that the B-1 District provides for community businesses that support the community. A market analysis was completed for the community, which found that there is a need for additional vet clinics and the proposed use would further the goals of the zoning district.

Mr. McGinnis stated the proposed use will not cause undue impact on the adjacent properties or the community. The animal hospital will provide a less intensive use than the former bank in this building. When they first open, the business will have two (2) to three (3) employees at one time and approximately one (1) to two (2) clients per hour.

Mr. McGinnis stated the use will not interfere with the surrounding development, noting it will have a lower intensity than the former bank and will be in harmony with surrounding businesses in the area. There is a pet grooming business in the adjacent shopping center across the street. The applicant will not provide grooming services, but both businesses will go hand-in-hand in operations. It was also noted there are adequate public facilities and no changes are needed to accommodate the proposed animal hospital.

Mr. McGinnis stated the proposed use will not cause undue traffic congestion and noted again the use is less intense than the former bank. There is adequate parking on site. The business requires about fourteen (14) parking spaces and thirty-two (32) spaces are provided, which exceeds the amount needed.

There will be no destruction of significant features and the applicant will be in compliance with the standards and requirements of all Village codes. The existing drive-throughs will be removed, as they are not needed for veterinary services and are not allowed for this type of use by the Village's Zoning Code. There will be no overnight operations for this business. The business will have traditional hours, opening at about 7:30 a.m. and closing at 5:30 p.m. A public benefit would be provided to the community by providing veterinary services, which was shown in a market study to be of need in the area. Mr. McGinnis also noted that there are no residential properties adjacent to the building. The building has been vacant for some time and no overnight boarding is proposed.

The applicant has taken steps to mitigate any possible adverse impacts. Dogs will be taken outside one at a time with an employee into the enclosed outdoor area, which will have artificial turf, a drainage mat, and drain tile. There is a similar facility in Burr Ridge that has a large space with the same drainage system and reported they have had no issues with smells or cleanliness.

Mr. Callahan then provided an overview of the changes to the proposed building and site, which includes the installation of an outdoor enclosure for animal relief, a parklet for employees, planters, and a loading area for deliveries. The outdoor animal enclosure will not be used as a dog run where animals will be outside unattended. It is designed to shield the area from public view.

Commissioner Curry asked for clarification on if a crematorium will be located in the building. Mr. McGinnis confirmed there will not be a crematorium on the premises and the business will use a pick-up service.

Commissioner Curry asked about the storm drain in the outdoor enclosure and if there are any concerns. Staff confirmed that the final design will be determined by Flagg Creek, but ultimately the plans show that any drainage will be piped underground. Disposal of other waste from the animal hospital will be handled separately.

Commissioner Crnovich stated this would be a nice repurposed use of the building and would be a good service to provide for Hinsdale.

Commissioner Crnovich noted that no overnight boarding was proposed, but asked if animals will be kept overnight after surgeries or for other reasons. Ms. Baker stated no overnight care will take place as they will not have staff working overnight.

Commissioner Crnovich asked if this business will generate any sales tax revenue. Ms. Baker comments that she assumes they will if they are selling pharmaceutical products for animals as part of the medical care provided.

Commissioner Willobee asked if any of the parking on site was used by Fullers, the business located to the north. Mr. McGinnis noted that he is not aware if any parking is being used by Fullers employees, but it is designated for this property only. Commissioner Willobee stated it appears they may be parking on site. Ms. Baker commented that some parking may have been used temporarily while the building was vacant, but the intention is that the entire parking lot will be used by the animal hospital.

Commissioner Willobee he liked the idea of adding greenery to the area, but was not a fan of the modern design of the proposed planters.

Commissioner Fiascone noted her questions have been answered.

Commissioner Moore asked if there will be a water spigot in the outdoor enclosure to clean the area. The applicant confirmed that a spigot will be provided.

Chairman Cashman noted this is a great repurposing of this building as it has been vacant for a while. Chairman Cashman asked if the applicant had another location elsewhere, as Burr Ridge was mentioned previously during the meeting. Ms. Baker stated she does not have another location, but contacted a large dog day care facility in Burr Ridge to discuss their outdoor drainage system and any issues they faced. Ms. Baker stated the Burr Ridge facility has a much larger area with 100-150 dogs outside all day and have faced no issues. The proposed vet clinic expects to have no more than five (5) dogs in their area per day.

Commissioner Crnovich asked if the business will come back later to Plan Commission for a review of proposed signage. It was confirmed that a sign permit application will be submitted separately in the future.

Commissioner Curry asked if the business is associated with Hinsdale Animal Hospital as there was a note on the plans. Ms. Baker confirmed they are not associated and the future name of the business will be Lane Veterinary.

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.

There being no further questions or members of the public wishing to speak on the application, a motion to approve the Special Use Permit and the Exterior Appearance and Site Plan Review was made by Commissioner Curry and seconded by Commissioner Willobee, as submitted. The vote carried by a roll call vote as follows:

AYES: Commissioners Curry, Crnovich, Willobee, Fiascone, Moore, and Chairman Cashman
NAYS: None
ABSTAIN: None
ABSENT: Commissioners Krillenberger, Hurley, Jablonski

FINDINGS: 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 an improvement to the existing conditions.

Commissioners noted that proposed plans met several of the standards for approval identified in the Zoning Code including improvements to landscaping, screening, and the proposed dumpster enclosure (Section 11-604(F)(1)(h) and (i)). The proposed use meets code requirements, fits into the surrounding area, and will provide adequate drainage in the outdoor animal enclosure (Section 11-604(F)(1)(c), (f), and (k)). The proposed changes to the building elevations utilize a quality design and materials that are in keeping with the existing building and surrounding area (Section 11-605(E)(1) and Section 11-605(E)(2)).

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, a pet hospital and veterinary clinic, is classified as Veterinary Services for Animal Specialties, which is considered a Special Use in the B-1 District and is only permitted in stand-alone buildings. The proposed animal hospital will be located in a stand-alone building. The applicant stated that proposed use is consistent with the purposes of the B-1 District, which provides for businesses that support the community. A market analysis was completed, which found that there is a need for additional vet clinics in the community and the proposed use would further the goals of the zoning district. 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 will not cause undue impact on the adjacent properties or the community. It was stated that the animal hospital will provide a less intensive use than the former bank in this building. When they first open, the business will have two (2) to three (3) employees at one time and approximately one (1) to two (2) clients per hour. There are no residential properties adjacent to or within the immediate area around the site. No overnight boarding is proposed and adequate measures have been put in place to provide screening and drainage for the outdoor animal relief area. An enclosure will also be installed to screen dumpsters and trash handling areas on site. The Plan Commission found this standard to be met.

- (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 proposed use will not interfere with the surrounding development. It was stated that the veterinary facility will have a lower intensity than the former bank and will be in harmony with surrounding businesses in the area. There will be no overnight operations for this business. The business will have traditional hours, opening at about 7:30 a.m. and closing at 5:30 p.m. The Plan Commission found this standard to be met.
- (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.* There are adequate public facilities and no changes are needed to accommodate the proposed animal hospital. The Plan Commission found this standard to be met.
- (e) *No traffic congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.* The proposed use will not cause undue traffic congestion and noted the use is less intense than the former bank. There is adequate parking on site. The business requires fourteen (14) parking spaces and thirty-two (32) spaces are provided, which exceeds the amount needed. There was a discussion on existing parking being used by the neighboring business to the north, where the applicant confirmed that some parking on site may have been used temporarily while the building was vacant, but the intention is that the entire parking lot will be used by the animal hospital. The Plan Commission found this standard to be met.
- (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. There will be no destruction of significant features. 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.* The use will meet all code requirements. 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.* The use will be located in a stand-alone building, as required by the Zoning Code, and all code requirements will be met. The existing drive-through lanes will be removed, as they are not needed for veterinary services and are not allowed for this type of use by the Village's Zoning Code. 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 some time and several Commissioners noted this was a good repurposing of the building. Based on a market study completed, there is a need for veterinary services in the area, which this use will provide. It was noted that this business is expected to generate some sales tax revenue from selling medical and pharmaceutical products for animals. The project will also provide additional landscaping and screening on site. The Plan Commission found this standard to be met.

(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.* The building location is an ideal location for this use as it is not adjacent to or nearby any residential properties, has been vacant for a period of time, and provides adequate parking. A pet grooming business is located in the building across the street and provides a complementary use. The proposed building is a stand-alone building, which is required for animal hospitals and veterinary services under the Zoning Code requirements. A market study showed that there is a lack of veterinary services provided in the community. The Plan Commission found this standard to be met.

(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 applicant stated they have taken steps to mitigate any possible adverse impacts. No overnight boarding is proposed. Dogs will be taken outside one at a time with an employee into the enclosed outdoor area, which will have artificial turf, a drainage mat, and drain tile. A drain tile will pipe any run off underground and a water spigot will be installed to clean the outdoor area. The outdoor animal enclosure will not be used as a dog run where animals will be outside unattended and will be screened from view. Additional landscaping and a parklet is also provided as part of the project. The Plan Commission found this standard to be met.

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-16-2022, a Special Use Permit to allow for an Animal Hospital in the B-1 Community Business District and an Exterior Appearance & Site Plan Review to allow for changes to the existing building and site for VetChart, LLC located at 101 W. Chestnut Street, as submitted.

Signed: _____
Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____

**VILLAGE OF HINSDALE
NOTICE OF PLAN COMMISSION
PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN to all persons that the Village of Hinsdale Plan Commission shall conduct a public hearing on Wednesday, August 10, 2022 at 7:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application from VetChart, LLC for a Special Use Permit to allow for the operation of a pet hospital (Veterinary Services for Animal Specialties - SIC Code 0742) at 101 W. Chestnut Street located in the B-1 Community Business District. The applicant is also requesting concurrent approval of an Exterior Appearance and Site Plan Review to allow for changes to the existing site and building elevations, including the construction of an outdoor animal enclosure, parklet, and removal of the exiting drive-through lanes and accessory components. This request is known as Case A-16-2022.

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 101 W. Chestnut Street, Hinsdale IL, 60521 (PINs: 09-12-109-005; 09-12-109-012; 09-12-109-002) and legally described as follows:

LOTS 1, 2 AND 3 IN BERGMAN'S RESUBDIVISION OF PART OF OUT LOT 1 OF THE TOWN OF HINSDALE AND PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BERGMAN'S RESUBDIVISION RECORDED JULY 17, 1945 AS DOCUMENT 480985, IN DUPAGE COUNTY, ILLINOIS.

ALSO THAT PART OF LOT 2 IN GRANT SQUARE SHOPPING CENTER RESUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT 2, THENCE SOUTH ON THE EAST LINE OF LOT 2, 36.63 FEET TO THE SOUTHEAST CORNER OF LOT 2, THENCE WEST ON THE SOUTH LINE OF LOT 2, 20.00 FEET, THENCE SOUTHWESTERLY ON THE SOUTH LINE OF LOT 2, 149.74 FEET TO AN ANGLE POINT, THEN NORTHERLY 24 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 2 IN SAID BERGMAN'S RESBUDIVISION, THENCE NORTHEASTERLY ON THE NORTH LINE OF LOT 2, TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT RECORDED MARCH 3, 1964 AS DOCUMENT NO. R-64-6737, IN DU PAGE COUNTY, ILLINOIS.

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

Dated: July 14, 2022

Christine M. Bruton, Village Clerk

To be published in the Hinsdalean on July 21, 2022

**FINDINGS OF FACT AND RECOMMENDATION
OF THE HINSDALE PLAN COMMISSION
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

APPLICATION: Case A-16-2022 – 101 W. Chestnut Street – Special Use Permit to allow for an Animal Hospital in the B-1 Community Business District and an Exterior Appearance & Site Plan Review to allow for changes to the existing building and site for VetChart, LLC located at 101 W. Chestnut Street

PROPERTY: 101 W. Chestnut (PINs: 09-12-109-005; 09-12-109-012; 09-12-109-002)

APPLICANT: VetChart, LLC

REQUEST: Special Use Permit & Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: August 10, 2022

BOARD OF TRUSTEES 1ST READING: September 6, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application from VetChart, LLC requesting approval of a Special Use Permit to allow for the operation of a pet hospital at 101 W. Chestnut Street in the B-1 Community Business District. In accordance with Section 5-105 of the Zoning Code, pet hospitals are classified as Veterinary Services for Animal Specialties under SIC Code 0742, which are considered a Special Use in the B-1 District and are only permitted in stand-alone buildings.

The applicant also requests approval of an Exterior Appearance and Site Plan Review to allow for the removal of the existing drive-through lanes used by the former bank, changes to the west building elevation, installation of a loading space and planter boxes, and the construction of an outdoor animal enclosure, a dumpster enclosure, and a parklet system on the west side of the building.

BACKGROUND: The applicant proposes to occupy an existing one-story, stand-alone vacant building formerly occupied by a bank. In 2002, by Ordinance No. O2002-41, the Village Board approved a Special Use Permit and Exterior Appearance / Site Plan for two drive-through lanes to be installed on the west side of the building and changes to the building elevations. Minor changes to the original site plan and building elevations were approved under Ordinance No. O2003-2 and O2003-39.

In the Business Zoning Districts, drive-through lanes are only permitted for drugstores, pharmacies, and banks or financial institutions (depository or non-depository credit institutions) subject to approval of a Special Use Permit and in accordance with the use regulations listed in Section 5-109. Drive-through lanes are not permitted for pet hospitals. As a result, the applicant intends to remove the drive-through window and accessory components formerly used by the bank and convert the two existing drive-through lanes into an outdoor area for animals, a dumpster enclosure, a parklet area for staff, and a loading area. Approval of a new Special Use Permit will be required in the future to re-establish any drive-through lanes.

There are no properties in a single-family residential zoning district within 250 feet of the subject property. Fullers Car Wash is located to the north in the B-1 District. A multi-tenant shopping center with a mix of office and service uses (real estate office, financial advisor office, dry cleaners, physical therapy, and pet grooming) are located to the south across Chestnut Street in the B-3 District. A Village-owned public parking lot, office building with an insurance company, and multi-tenant building with offices and a dry cleaners are located to the east across Lincoln Street in the B-1 District. Grant Square Shopping Center is located to the west and includes a mix of retail, office, and service uses. Chestnut Street, a private street serving Grant Square, is included on the south side of the property.

A public hearing was held on Wednesday, August 10, 2022, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdlean on July 21, 2022. The public hearing notice and transcripts are attached.

PUBLIC HEARING SUMMARY: At the public hearing held on August 10, 2022, Patrick McGinnis, the attorney representing the applicant from Donatelli and Coules, provided an overview of the project. The applicant, Sarah Baker, representing VetChart, LLC, and Patrick Callahan from Studio GC, the architect for the project, were also present at the meeting to answer questions.

Mr. McGinnis summarized how the proposed animal hospital use meets the standards for a Special Use. Mr. McGinnis stated the proposed use is consistent with the purposes of the Village's Zoning Code, noting that the B-1 District provides for community businesses that support the community. A market analysis was completed for the community, which found that there is a need for additional vet clinics and the proposed use would further the goals of the zoning district.

Mr. McGinnis stated the proposed use will not cause undue impact on the adjacent properties or the community. The animal hospital will provide a less intensive use than the former bank in this building. When they first open, the business will have two (2) to three (3) employees at one time and approximately one (1) to two (2) clients per hour.

Mr. McGinnis stated the use will not interfere with the surrounding development, noting it will have a lower intensity than the former bank and will be in harmony with surrounding businesses in the area. There is a pet grooming business in the adjacent shopping center across the street. The applicant will not provide grooming services, but both businesses will go hand-in-hand in operations. It was also noted there are adequate public facilities and no changes are needed to accommodate the proposed animal hospital.

Mr. McGinnis stated the proposed use will not cause undue traffic congestion and noted again the use is less intense than the former bank. There is adequate parking on site. The business requires about fourteen (14) parking spaces and thirty-two (32) spaces are provided, which exceeds the amount needed.

There will be no destruction of significant features and the applicant will be in compliance with the standards and requirements of all Village codes. The existing drive-throughs will be removed, as they are not needed for veterinary services and are not allowed for this type of use by the Village's Zoning Code. There will be no overnight operations for this business. The business will have traditional hours, opening at about 7:30 a.m. and closing at 5:30 p.m. A public benefit would be provided to the community by providing veterinary services, which was shown in a market study to be of need in the area. Mr. McGinnis also noted that there are no residential properties adjacent to the building. The building has been vacant for some time and no overnight boarding is proposed.

The applicant has taken steps to mitigate any possible adverse impacts. Dogs will be taken outside one at a time with an employee into the enclosed outdoor area, which will have artificial turf, a drainage mat, and drain tile. There is a similar facility in Burr Ridge that has a large space with the same drainage system and reported they have had no issues with smells or cleanliness.

Mr. Callahan then provided an overview of the changes to the proposed building and site, which includes the installation of an outdoor enclosure for animal relief, a parklet for employees, planters, and a loading area for deliveries. The outdoor animal enclosure will not be used as a dog run where animals will be outside unattended. It is designed to shield the area from public view.

Commissioner Curry asked for clarification on if a crematorium will be located in the building. Mr. McGinnis confirmed there will not be a crematorium on the premises and the business will use a pick-up service.

Commissioner Curry asked about the storm drain in the outdoor enclosure and if there are any concerns. Staff confirmed that the final design will be determined by Flagg Creek, but ultimately the plans show that any drainage will be piped underground. Disposal of other waste from the animal hospital will be handled separately.

Commissioner Crnovich stated this would be a nice repurposed use of the building and would be a good service to provide for Hinsdale.

Commissioner Crnovich noted that no overnight boarding was proposed, but asked if animals will be kept overnight after surgeries or for other reasons. Ms. Baker stated no overnight care will take place as they will not have staff working overnight.

Commissioner Crnovich asked if this business will generate any sales tax revenue. Ms. Baker comments that she assumes they will if they are selling pharmaceutical products for animals as part of the medical care provided.

Commissioner Willobee asked if any of the parking on site was used by Fullers, the business located to the north. Mr. McGinnis noted that he is not aware if any parking is being used by Fullers employees, but it is designated for this property only. Commissioner Willobee stated it appears they may be parking on site. Ms. Baker commented that some parking may have been used temporarily while the building was vacant, but the intention is that the entire parking lot will be used by the animal hospital.

Commissioner Willobee he liked the idea of adding greenery to the area, but was not a fan of the modern design of the proposed planters.

Commissioner Fiascone noted her questions have been answered.

Commissioner Moore asked if there will be a water spigot in the outdoor enclosure to clean the area. The applicant confirmed that a spigot will be provided.

Chairman Cashman noted this is a great repurposing of this building as it has been vacant for a while. Chairman Cashman asked if the applicant had another location elsewhere, as Burr Ridge was mentioned previously during the meeting. Ms. Baker stated she does not have another location, but contacted a large dog day care facility in Burr Ridge to discuss their outdoor drainage system and any issues they faced. Ms. Baker stated the Burr Ridge facility has a much larger area with 100-150 dogs outside all day and have faced no issues. The proposed vet clinic expects to have no more than five (5) dogs in their area per day.

Commissioner Crnovich asked if the business will come back later to Plan Commission for a review of proposed signage. It was confirmed that a sign permit application will be submitted separately in the future.

Commissioner Curry asked if the business is associated with Hinsdale Animal Hospital as there was a note on the plans. Ms. Baker confirmed they are not associated and the future name of the business will be Lane Veterinary.

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.

There being no further questions or members of the public wishing to speak on the application, a motion to approve the Special Use Permit and the Exterior Appearance and Site Plan Review was made by Commissioner Curry and seconded by Commissioner Willobee, as submitted. The vote carried by a roll call vote as follows:

AYES: Commissioners Curry, Crnovich, Willobee, Fiascone, Moore, and Chairman Cashman
NAYS: None
ABSTAIN: None
ABSENT: Commissioners Krillenberger, Hurley, Jablonski

FINDINGS: 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 an improvement to the existing conditions.

Commissioners noted that proposed plans met several of the standards for approval identified in the Zoning Code including improvements to landscaping, screening, and the proposed dumpster enclosure (Section 11-604(F)(1)(h) and (i)). The proposed use meets code requirements, fits into the surrounding area, and will provide adequate drainage in the outdoor animal enclosure (Section 11-604(F)(1)(c), (f), and (k)). The proposed changes to the building elevations utilize a quality design and materials that are in keeping with the existing building and surrounding area (Section 11-605(E)(1) and Section 11-605(E)(2)).

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, a pet hospital and veterinary clinic, is classified as Veterinary Services for Animal Specialties, which is considered a Special Use in the B-1 District and is only permitted in stand-alone buildings. The proposed animal hospital will be located in a stand-alone building. The applicant stated that proposed use is consistent with the purposes of the B-1 District, which provides for businesses that support the community. A market analysis was completed, which found that there is a need for additional vet clinics in the community and the proposed use would further the goals of the zoning district. 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 will not cause undue impact on the adjacent properties or the community. It was stated that the animal hospital will provide a less intensive use than the former bank in this building. When they first open, the business will have two (2) to three (3) employees at one time and approximately one (1) to two (2) clients per hour. There are no residential properties adjacent to or within the immediate area around the site. No overnight boarding is proposed and adequate measures have been put in place to provide screening and drainage for the outdoor animal relief area. An enclosure will also be installed to screen dumpsters and trash handling areas on site. The Plan Commission found this standard to be met.

- (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 proposed use will not interfere with the surrounding development. It was stated that the veterinary facility will have a lower intensity than the former bank and will be in harmony with surrounding businesses in the area. There will be no overnight operations for this business. The business will have traditional hours, opening at about 7:30 a.m. and closing at 5:30 p.m. The Plan Commission found this standard to be met.
- (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. There are adequate public facilities and no changes are needed to accommodate the proposed animal hospital. The Plan Commission found this standard to be met.
- (e) *No traffic congestion.* The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. The proposed use will not cause undue traffic congestion and noted the use is less intense than the former bank. There is adequate parking on site. The business requires fourteen (14) parking spaces and thirty-two (32) spaces are provided, which exceeds the amount needed. There was a discussion on existing parking being used by the neighboring business to the north, where the applicant confirmed that some parking on site may have been used temporarily while the building was vacant, but the intention is that the entire parking lot will be used by the animal hospital. The Plan Commission found this standard to be met.
- (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. There will be no destruction of significant features. 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. The use will meet all code requirements. 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. The use will be located in a stand-alone building, as required by the Zoning Code, and all code requirements will be met. The existing drive-through lanes will be removed, as they are not needed for veterinary services and are not allowed for this type of use by the Village's Zoning Code. 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 some time and several Commissioners noted this was a good repurposing of the building. Based on a market study completed, there is a need for veterinary services in the area, which this use will provide. It was noted that this business is expected to generate some sales tax revenue from selling medical and pharmaceutical products for animals. The project will also provide additional landscaping and screening on site. The Plan Commission found this standard to be met.

(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.* The building location is an ideal location for this use as it is not adjacent to or nearby any residential properties, has been vacant for a period of time, and provides adequate parking. A pet grooming business is located in the building across the street and provides a complementary use. The proposed building is a stand-alone building, which is required for animal hospitals and veterinary services under the Zoning Code requirements. A market study showed that there is a lack of veterinary services provided in the community. The Plan Commission found this standard to be met.

(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 applicant stated they have taken steps to mitigate any possible adverse impacts. No overnight boarding is proposed. Dogs will be taken outside one at a time with an employee into the enclosed outdoor area, which will have artificial turf, a drainage mat, and drain tile. A drain tile will pipe any run off underground and a water spigot will be installed to clean the outdoor area. The outdoor animal enclosure will not be used as a dog run where animals will be outside unattended and will be screened from view. Additional landscaping and a parklet is also provided as part of the project. The Plan Commission found this standard to be met.

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-16-2022, a Special Use Permit to allow for an Animal Hospital in the B-1 Community Business District and an Exterior Appearance & Site Plan Review to allow for changes to the existing building and site for VetChart, LLC located at 101 W. Chestnut Street, as submitted.

Signed: _____

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____



REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Historic Overlay District – Map Amendment and Text Amendments to Various Sections of the Zoning Code and Title 14 of the Village Code to Establish a Historic Overlay Zoning District and for Related Amendments – Request by the Village of Hinsdale – Case A-03-2022

MEETING DATE: September 6, 2022

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Creating a New Part II (Historic Overlay District (HOD)) in Article VIII (Overlay Districts) of the Hinsdale Zoning Code to Establish a Historic Preservation Overlay District, making related Zoning Code Changes, and Amending Various Provisions of Title 14 (Historic Preservation) of the Village Code of Hinsdale relative to the Historic Preservation Overlay District; **and**

Approve an Ordinance Amending the Official Zoning Map of the Village of Hinsdale to Create a New Historic Overlay Zoning District

Background

Over the past year, the Village Board and the Historic Preservation Commission (HPC) have had ongoing discussions on potential amendments to the Village's historic preservation codes and preservation incentives. A total of eight (8) joint Committee of the Whole meetings were held prior to the regularly scheduled Village Board meetings on May 4, May 18, June 15, July 13, August 10, September 7, and October 19 in 2021 and January 18 in 2022. On April 26, 2022, the Village Board voted to refer this agenda item to the Plan Commission for review. On August 10, 2022, a public hearing was held at Plan Commission.

Based on feedback provided at these meetings, draft code language was prepared and revised that would allow the Village to offer various voluntary preservation incentives to a Historically Significant Structures Property List within a designated Historic Overlay District. The intent of the proposed amendments is to encourage and assist property owners of historic or significant properties to pursue historic preservation over demolition and new construction. Individual historic properties will be identified for consideration on the Historically Significant Structures Property List in the future through a separate approval process.

The current application presented for consideration is to establish a Historic Overlay Zoning District and amend applicable sections of the Zoning Code and Village Code to create associated procedures and review processes. The initial creation of the Historic Overlay District and changes to the Zoning Code require approval via the Map and Text Amendment process set forth in Section 11-601 of the Zoning Code. The Map Amendment will establish a new zoning overlay district on the Village's Zoning Official Map. Text Amendments are proposed to Article 8 (Overlay Districts), Section 11-503(F) (Standards for Variations), Section 3-110 (Bulk, Space, And Yard Requirements in the Single-Family Residential Districts), and Section 10-104 (Nonconformities – Precode Structures) of the Zoning Code. The proposed changes to the Village Code will be concurrently reviewed as part of this process. To the Village Code, Chapters 6 and 7 would be added as new chapters and amendments are proposed to Section 14-1-4 and 14-2-2.

Exhibit 1 includes the draft code language for proposed amendments to various sections of the Zoning Code and Village Code. Changes are highlighted in red, with the most recent changes since the April 26, 2022 Board of Trustees highlighted in blue. The draft Preservation Incentive Program Information Packet and Application Form is included in **Exhibit 2**.

Overview of the Historic Overlay District

The mechanics and details of the Historic Overlay Zoning District and Historically Significant Structures Property List are summarized below:

- **Boundaries of the Historic Overlay District** – A draft Zoning Map showing the proposed boundaries of the Historic Overlay District is included in **Exhibit 3**. Based on a preliminary analysis, there do not appear to be significant or historic structures in the O-3, B-3, R-5, or R-6 Districts. As a result, these districts have been excluded from the proposed Overlay District. Properties in these districts would not be able to be included on the future Historically Significant Structures Property List.

The Historically Significant Structures Property List could include properties in the R-1, R-2, R-3, R-4, B-1, B-2, O-1, O-2, IB, HS, and OS Districts. It is important to note that properties located in the proposed Historic Overlay District will not automatically be included on a future Historically Significant Structures Property List and may not be eligible for any preservation incentives offered. Individual properties will be identified at a later date, as described below. The regulations and uses for the underlying zoning districts will remain in effect for all districts. Alternative bulk zoning regulations are currently proposed only to properties in the R-1, R-2, R-3, and R-4 Districts and will require separate approval, as discussed below. Additional refinements to the Zoning Map can be made based on the recommendation of the Plan Commission and Village Board.

- **Creating the Historically Significant Structures Property List** – Within 6 months following the adoption of the Historic Overlay District by the Village Board, the HPC would be tasked with creating an Initial List of properties for consideration on the Historically Significant Structures Property List. A public hearing at the HPC would then be held to evaluate the review criteria and eligibility of each property. Per Section 14-1-4, notice will be provided via newspaper and to the owners of any property considered to be included on the List.

Depending on the number of properties proposed, several different public hearings may need to be held. The Village Board will have final authority over the approval of the List. Property owners would be notified if their homes are included on the proposed Historically Significant Structures Property List. A Notice of Historically Significant Property will be recorded against title to each property approved for inclusion on the Historically Significant Property List to help make future property owners aware of the availability of preservation incentives.

- **Adding or Removing Properties to the List** – After the Initial List is approved, adding or removing properties to the List in the future may be done at any time. This process would entail an application by the property owner or the Village, completion of notification requirements, a public hearing at the HPC, and final consideration by the Village Board. The exception is a property shall automatically be removed from the List without public hearing upon demolition.

Preservation Incentives and Application Process

Preservation Incentives Offered – Properties included on the Historically Significant Structures Property List may be eligible for the following voluntary preservation incentives:

1. **Fee Waivers** – Provisions are added that allow the waiving of Village fees for building permits, applications for landmark or historic district designation, Certificate of Appropriateness applications, and other planning / zoning applications that may be tied to exterior work.

2. Expedited Processes – Expedited processing of building permits and applications for landmark designation, historic district designation, and other zoning approvals is proposed. This could include expediting building permits or holding special meetings.
3. Property Tax Rebate – Property owners would be eligible to receive a rebate for the Village portion of their property tax bill in exchange for substantial exterior alterations, rehabilitation, or restoration work over a maximum five (5) year period. For example, if the Village portion of a property tax bill collected in 2020 was \$2,500, a property owner could be eligible to receive a rebate of approximately \$12,500 over five (5) consecutive years after completing eligible exterior improvements (the actual amount for the Village portion of a property tax bill may vary annually due to changes in the assessed value or other factors, so this is an estimate only).

To be considered for this incentive, a minimum investment of \$50,000 would be required on eligible exterior improvements, which could include construction costs and costs for architectural, planning, engineering, design services, and historic preservation services. The Village would provide a rebate to the property owner at the end of each year after an approved project is completed, final inspections are passed, the property tax bill is paid in full, and a Property Tax Rebate Reimbursement Request is submitted to the Village.

4. Historic Preservation Fund Matching Grants – As proposed, the Village Board would be able to approve funding for 50% of eligible project costs, up to a maximum of \$10,000 per project provided by the Village, with a minimum investment of \$20,000 required by the applicant. Applicants can apply for smaller projects that with eligible costs less than \$20,000. For example, in a case where an eligible project costs \$10,000, an applicant may be eligible for \$5,000 in grant funding provided by the Village.

Funds would be reimbursed to the applicant after all work is completed, inspected, and approved by the Village and after all contractors have been paid by the applicant. Funding can also be approved for other activities that further preservation efforts, such as hiring a historic preservation specialist to complete surveys, historic assessment reports, feasibility studies, National Register nominations, and tax credit applications. The program could also fund Village-led initiatives and special projects such as signage, preservation plans, or design guidelines.

As part of each annual budget cycle, the Village Board would determine what available funds will be allocated to the Historic Preservation Fund. Gifts and donations from private or public sources and fundraising efforts could also provide funding. With the \$30,000 budgeted for FY2022, the Village Board would be able to approve three grants of \$10,000, unless smaller amounts are requested or if other historic preservation efforts by the Village are used with these funds.

5. Alternative Bulk Zoning Regulations – A common complaint about historic homes is that room sizes are generally too small or are not compatible with today's family needs. Larger kitchens, family rooms, or additional rooms generally require the building envelope to be enlarged. Many historic buildings are at a disadvantage for expansion as they were constructed prior to the adoption of the Zoning Code and the existing conditions such as setbacks often do not meet current code requirements.

Additionally, regulations in Section 10-104 for non-conforming precode structures largely allow for improvements within the existing building envelope. With these limitations, building additions and renovations may face a higher likelihood of requiring approval of a variation by the Zoning Board of Appeals and potentially the Village Board, thereby adding additional costs, time, and uncertainty to the process. Without being able to meet existing codes, property owners face real limitations on modernizing their historic homes and constructing building additions.

Properties on the Historically Significant Structures Property List and located in the R-1, R-2, R-3, and R-4 Single Family Residential Districts may be eligible for alternative zoning regulations upon application and following approval. The proposed set of bulk regulations are intended to better align existing non-conforming historic buildings with Village code requirements and provide additional zoning flexibility to homeowners looking to modernize their historic homes. A property owner constructing an addition may be eligible for bulk zoning requirements that they otherwise would not be able to take advantage of if pursuing demolition and new construction.

The proposed bulk requirements are based off the existing code regulations listed in Section 3-110 (Bulk Space, and Yard Requirements for the Single Family Residential Districts), Section 10-104 (Precode Structures - Regulations for Nonconforming Buildings Constructed Prior to the Adoption of the Zoning Code), Section 10-105 (Legal Nonconforming Lots of Record), and applicable definitions in Section 12-206 (Definitions) included in **Exhibit 4**. **Exhibit 5** includes a summary of the proposed alternative zoning regulations compared to existing code requirements and several examples of different historic properties to show how zoning flexibility could assist homeowners with building addition or renovation projects.

Alternative zoning regulations would be granted through an expedited process in lieu of the full variation process, which entails public notification, a public hearing, and review by the Zoning Boards of Appeals and possibly the Village Board. It should be noted that the proposed alternative bulk regulations are only intended to provide some minimum zoning relief for an important subset of historic homes in the Village and there may be circumstances where a homeowner will still be required to obtain approval of a variation. The alternative zoning regulations will also be evaluated in the future to determine the effectiveness for incentivizing historic preservation projects.

Eligible Exterior Improvements – Construction costs for exterior improvements as well as costs for architectural, engineering, design, or historic preservation services (such as historic surveys, historic assessment reports, feasibility studies, National Register nominations) may be eligible for funding. Incentives shall not be provided for work completed prior to the review and approval by the HPC or Village Board. Certain improvements, listed in Section 14-7-5.B. of the Village Code, are not considered eligible, including interior improvements, routine maintenance, painting, landscaping, fencing, paving, and non-historic accessory structures.

Preservation Incentive Certificate – A Preservation Incentive Certificate must be submitted to the Village prior to the start of any project utilizing an Incentive. The HPC would be responsible for reviewing all applications to ensure that proposed work is consistent with, or compatible with, the historical nature of the structure and meets *The Secretary of the Interior's Standards for Rehabilitation*, included in **Exhibit 6**. These 10 broad standards are the basic elements for a good preservation project and help to ensure that a historic building's integrity, significant elements and character is retained and appropriately repaired. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* is also an important guidebook to evaluate rehabilitation, preservation, restoration, and reconstruction projects.

HPC and Village Board Approval – Applications requesting a fee waiver and/or the use of alternative zoning regulations would be reviewed and approved by the HPC only. The HPC will have final authority on any projects entailing alternative zoning regulations or the waiving of fees. In the case that the HPC denies a project, the applicant can appeal the decision to the Village Board. Assuming a property is already included on the Historically Significant Structures Property List, the review process for projects requesting approval of alternative bulk zoning regulations or fee waivers is estimated to take approximately 2 months to complete between submittal and final consideration by the HPC. A building permit would then be obtained following approval by the HPC.



Applications requesting financial assistance (grant funding or a property tax rebate) will require a recommendation by the HPC and final approval by the Village Board. This process is anticipated to take 3-4 months. A building permit would then be obtained following approval by the Board.

Additional Incentive Program Details – Program details are included in the draft Preservation Incentive Program Information packet and Application Form in **Exhibit 2**. A preliminary evaluation of the financial impacts evaluated for a previous Committee of the Whole meeting is provided in **Exhibit 7**.

Funding and Future Program Evaluation – Program funding will be determined by the Village Board during the annual budget cycle process. If the proposed code language is ultimately approved by the Village Board, staff will collect data to evaluate the program annually prior to the adoption of the Village budget to determine if the effectiveness of all of the incentives and to help determine if changes to the program requirements are warranted for review by the Village Board.

Other Amendments to Code Sections

- Zoning Code Section 11-503(F) – Variation Standards. In the event additional zoning relief is needed beyond the alternative bulk zoning regulations, language is added that could be used to support variation cases where historic preservation efforts are made to a local landmark or property on the Historically Significant Structures Property List. Projects would still be judged on a case by case basis in accordance with the required variation process.
- Zoning Code Section 3-110 – Bulk Regulations for the Single-Family Residential Districts & Section 10-104 – Nonconforming Precode Structures. Language is added to include a cross-reference for the Historically Significant Structures Property List proposed Article VIII and Title 14.

Review Process

Map Amendments and Text Amendments are subject to the requirements of Section 11-601 of the Zoning Code. Following a referral by the Board of Trustees, a public hearing shall be set, noticed, and conducted by the Plan Commission in accordance with Section 11-303. Within 45 days following the conclusion of the public hearing, the Plan Commission shall transmit to the Village Board its recommendation in the form specified by Subsection 11-103(H). The failure of the Plan Commission to act within 45 days following the conclusion of such hearing, or such further time to which the applicant may agree, shall be deemed a recommendation for the approval of the proposed amendment.

Within 60 days following the receipt of the recommendation of the Plan Commission, or its failure to act as above provided, the Board shall either deny the application or, by ordinance duly adopted, shall grant the amendment, with or without modifications or conditions; provided, however, that in the event a duly signed and acknowledged protest against a proposed amendment is filed with the Village Clerk before the adoption of such amendment, such amendment shall not be passed except by a 2/3 vote of all the trustees then holding office. The failure of the Board of Trustees to act within 60 days, or such further time to which the applicant may agree, shall be deemed to be a decision denying the application. The standards in Section 11-601(E) shall be considered for all Amendment applications.

Discussion & Recommendation

Village Board – Referral to the Plan Commission – On April 26, 2022, the Village Board voted to approve a Referral to the Plan Commission for consideration of a Map Amendment and Text Amendment to the Zoning Code and Amendment to the Village Code.



REQUEST FOR BOARD ACTION

Pursuant to Section 11-601(D)(2)(a) of the Zoning Code, every properly filed and completed application for an amendment shall be referred to the Village Board for a determination as to whether the application merits a hearing and consideration by the Plan Commission or should be summarily denied.

Based on the recommendations provided at the Board meeting, the actual dollar amounts for the minimum investment for incentives (\$50,000 for a property tax rebate; \$20,000 for matching grants) have been included in the draft code language. Additional language was also added to ensure that there is no overlap between the investment amounts in cases where applicants apply for both a property rebate and matching grant. Essentially, this means \$70,000 would be required for an applicant to take advantage of the maximum amount eligible for the property tax rebate (\$50,000) and a matching grant (\$20,000).

Plan Commission – Public Hearing – The project was reviewed by the Plan Commission at a public hearing held on August 10, 2022. Bethany Salmon, Village Planner, and Michael Marrs, the Village Attorney, provided a presentation to the Plan Commission. Robert McGinnis, the Community Development Director and Building Official, was also present at the meeting. Two representatives, Chairman John Bohnen and Commissioner Jim Prisby, of the Historic Preservation Commission were also in attendance.

During and following the presentation, the Plan Commission members asked questions and provided feedback on the proposed amendments. Several Commissioners noted the importance of publicizing and marketing the program to make sure the community, builders, real estate agents, and homeowners are aware of the voluntary incentives and benefits of preservation, particularly before the Village sends out initial notifications to property owners informing them that their home has been nominated for the Historically Significant Structures Property List.

A Commissioner asked if a person would be allowed to donate private funds that could then be used toward a specific project. Mr. Marrs responded that if private money donated to the Village had conditions placed on them, the Village would have to accept those conditions. Mr. Marrs preliminarily stated that this scenario appears to be possible. A Commissioner stated that donated private funds for specific projects could be incredibly important in relation to the tax ramifications.

When discussing alternative zoning regulations, a Commissioner asked if reconstructing a front porch would be impacted by the proposed front setback regulations. Ms. Salmon stated existing code language in the footnotes for the bulk regulations for the single-family zoning districts would allow for certain structures and uses in required yards. There was then a discussion on homes that required approval by the ZBA to replace the front porch. Since the meeting, staff confirmed that the proposed regulations do not appear to create issues for reconstructing a front porch onto an historic home.

There was a brief discussion on required versus existing interior side yard setbacks, additional language to support variation cases, and eligible exterior improvements. Staff confirmed that interior improvements would not be eligible for any incentives and would not be subject to review.

One Commissioner asked if these incentives are enough to prevent demolitions and if the Village needs to go further in what they are proposing. Ms. Salmon stated staff has asked the same questions. It is unknown right now if these regulations go far enough, but staff will continue to reassess and evaluate feedback as the program is implemented.

There was a discussion on staff providing preliminary financial information and alternative zoning exhibits to homeowners to help them understand how these incentives can benefit their property, the number of demolitions over the past decades, efforts from other communities to help preserve historic



REQUEST FOR BOARD ACTION

buildings, potential demolition by neglect regulations, and how alternative zoning regulations could help certain cases.

Overall, the Commission expressed support for the proposed Map Amendment and Text Amendments to the Village Code and Zoning Code. No members of the public spoke at the public hearing.

By a vote of six (6) ayes and zero (0) nays, with three (3) absent, the Plan Commission recommended approval of Case A-03-2022, a Map Amendment and Text Amendment to Article 8, Section 11-503, Section 3-110, and Section 10-104 of the Hinsdale Zoning Ordinance and Text Amendment to Chapters 1, 2, 6, and 7 of Title 14 of the Village Code to Establish a Historic Overlay District and for Related Amendments, as submitted.

Village Board and/or Committee Action

N/A

Documents Attached

1. Exhibit 1 – Draft Zoning Code and Village Code Amendments, revised July 7, 2022
2. Exhibit 2 – Draft Historic Overlay District Preservation Incentive Program Information Packet
3. Exhibit 3 – Hinsdale Official Zoning Map / Proposed Historic Overlay District Map
4. Exhibit 4 – Zoning Code Section 3-110, Section 10-104, Section 10-105, and Section 12-206
5. Exhibit 5 – Summary of Alternative Zoning Regulations and Examples
6. Exhibit 6 – Secretary of the Interior's Standards for Rehabilitation / Treatment of Historic Properties
7. Exhibit 7 – Preliminary Financial Evaluation of Preservation Incentives in the Historic Overlay District
8. Exhibit 8 – Text Amendment and Plan Commission Applications by the Village
9. Draft Ordinances
10. Plan Commission Findings and Recommendation

Draft – 07-07-2022

Additions to existing Code indicated by underlining and deletions of existing Code indicated by ~~strikethrough~~

ARTICLE VIII. OVERLAY DISTRICTS

Part II - Historic Overlay District (HOD)

Sec. 8-201: Purpose and Applicability

A. Purpose. The Historic Overlay District is intended to promote local historic preservation efforts and to help preserve structures with historic, architectural, or cultural significance in the Village of Hinsdale by creating a district within which the Village may provide certain incentives that encourage the preservation, rehabilitation, enhancement, and restoration of structures deemed to be historically significant within the District.

B. Applicability. The Historic Overlay District appears on the Zoning Map as an "Overlay District," imposed on top of other zoning districts created by this Code and referred to in this Section as "Base Zoning Districts." The regulations of the Historic Overlay District shall supplement those of the Base Zoning Districts, and development of properties with historically significant structures in the Historic Overlay District shall comply with the regulations of the Base District, the requirements of the Design Review Overlay District created by Part I of Article VIII, where applicable, and, where an Applicant, as defined herein, chooses to do so in conformance with the requirements of this Part II, the Historic Overlay District. In the case of any conflict or overlap, the regulations and standards applicable to the Historic Overlay District set forth in this Part II shall take precedence.

Sec. 8-202: Historic Overlay District Boundaries

- A. Establishment of District Boundaries. The Historic Overlay District shall be comprised of all or parts of the various zoning districts within the Village and its boundaries shall be established pursuant to the procedures set forth in Section 11-601 (Amendments) of this Zoning Code. The areas zoned Historic Overlay District need not be contiguous.
- B. Amendment of District Boundaries. Once established, the boundaries of the Historic Overlay District may be further amended pursuant to the procedures set forth in Section 11-601 (Amendments) of this Zoning Code.

Sec. 8-203: Historically Significant Structures List, Preservation Incentives and Operation of the Historic Overlay District

This Part II operates in conjunction with Chapter 14-7 of Title 14 (Historic Preservation) of the Village Code. Following the creation of the Historic Overlay District, a list of Historically Significant Properties within the District shall be created by the following the procedures set forth in Section 14-7-3 of the Village Code. Properties on the Historically Significant Properties List and located within the Historic Overlay District are eligible to seek certain Preservation Incentives, as also set forth in Chapter 14-7 of Title 14 (Historic Preservation) of the Village Code.

Sec. 8-204: Definitions

For the purposes of this Article, the definitions set forth in Chapter 14-7 of Title 14 (Historic Preservation) of the Village Code shall apply.

Sec. 8-205: Land Use and Development Regulations

- A. Land Uses. The use regulations of the underlying Base Zoning District shall apply in the Historic Overlay District.
- B. Bulk Regulations. Except in the case of properties listed on the Historically Significant Structures Property List set forth in Appendix 1 of Title 14 (Historic Preservation) of the Village Code, the applicable bulk regulations of the underlying Base Zoning District, including any footnotes, shall apply. In cases where an Applicant seeks a Preservation Incentive pursuant to Chapter 14-7 of the Village Code that includes use of the alternative bulk regulations set forth in Table 8-1 below, the below bulk regulations shall apply upon application, compliance with any program requirements, approval of a Preservation Incentive Certificate by the Historic Preservation Commission and/or Board of Trustees, as applicable, and compliance with all other requirements of this Article VIII, Part II and Chapter 14-7 of Title 14 of the Village Code.

Table 8-1: Alternative Bulk Regulations for Properties on the Historically Significant Structures Property List in the Historic Overlay District

| | <u>R-1 / R-2</u> | <u>R-3 / R-4</u> |
|--|---|---|
| <u>A. Maximum Height</u> | <u>Not applicable</u> | <u>Not applicable</u> |
| <u>B. Maximum Elevation</u> | <u>Not to exceed the highest existing ridge line</u> | <u>Not to exceed the highest existing ridge line</u> |
| <u>C. Minimum Lot Area and Dimensions</u> | <u>Existing lot area and dimensions are not to be reduced in size</u> | <u>Existing lot area and dimensions are not to be reduced in size</u> |
| <u>D. Minimum Yards</u> | | |
| <u>1. Front Yard</u> | <u>Block average, as defined in Section 3-110(l)(8). In the event that block average is less than the existing front setback of the structure, the existing front setback shall prevail as the minimum front yard required.</u> | <u>Block average, as defined in Section 3-110(l)(8). In the event that block average is less than the existing front setback of the structure, the existing front setback shall prevail as the minimum front yard required.</u> |
| <u>2. Side Yards</u> | | |
| <u>(a) Corner Lot</u> | | |

| | | |
|---|---|---|
| <u>(i) Corner Side</u> | <u>35' or the existing corner side setback, whichever is less</u> | <u>15' or the existing corner side setback, whichever is less</u> |
| <u>(ii) Interior Side</u> | <u>10'</u> | <u>6'</u> |
| <u>(b) Interior Lot</u> | <u>10'</u> | <u>6'</u> |
| <u>3. Rear</u> | | |
| <u>(a) Corner Lot</u> | <u>10% lot depth, minimum 15'</u> | <u>15'</u> |
| <u>(b) Interior Lot</u> | <u>25'</u> | <u>15'</u> |
| <u>E. Maximum Floor Area Ratio (FAR)</u> | <u>Not applicable</u> | <u>Not applicable</u> |
| <u>F. Maximum Building Coverage</u> | | |
| <u>1. Maximum Combined Total Principal and Accessory Structures</u> | <u>25% of lot area</u> | <u>25% of lot area</u> |
| <u>2. Maximum Combined Accessory Structures</u> | <u>10% of lot area</u> | <u>10% of lot area</u> |
| <u>G. Total Lot Coverage</u> | <u>60% of the lot area, provided that there are no adverse impacts to adjacent properties</u> | <u>60% of the lot area, provided that there are no adverse impacts to adjacent properties</u> |

AMENDMENTS TO EXISTING ARTICLES IN THE ZONING CODE

ARTICLE XI. ZONING ADMINISTRATION AND ENFORCEMENT

Amend Subsection (F) only:

Sec. 11-503.F. Variations; Standards for Variations:

F. Standards For Variations:

1. General Standard: No variation shall be granted pursuant to this section unless the applicant shall establish that carrying out the strict letter of the provisions of this code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this subsection F. In the interest of preserving buildings or structures with historic, architectural, or cultural significance within the Village, special consideration shall be given to requests in which the ordinance prevents the applicant from reestablishing, restoring, or maintaining a material feature or significant architectural feature related to a lot or structure, or from maintaining the architectural integrity of the lot or structure, where the property hosts a designated landmark pursuant to Title 14 of the Village Code, or a historically significant structure located within the Historic Overlay District created by Article VIII, Part II of this Zoning Code and listed in Appendix 1 to Title 14 of the Village Code.

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.

3. 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.

4. 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.

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.

6. Code And Plan Purposes: The variation would not result in a use or development of the subject property that would be not 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.

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.

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.

ARTICLE III. SINGLE-FAMILY RESIDENTIAL DISTRICTS

Sec. 3-110: Bulk, Space, And Yard Requirements:

The building height, lot, yard, floor area ratio, and coverage requirements applicable in the single-family residential districts are set forth in the following table. Footnote references appear in subsection I of this section at the end of the table.

Properties and structures included on the Historically Significant Structures Property List and located in the Historic Overlay District may be eligible for Alternate Bulk Zoning Standards and Preservation Incentives, as set forth in Chapter 14-7 of the Village Code and Article VIII, Part II of this Zoning Code.

[No Changes to Subsection A to I]

ARTICLE X. NONCONFORMITIES

Sec. 10-104: Precode Structures:

Add a new Subsection G:

G. Historically Significant Structures in the Historic Overlay District. Properties and structures included on the Historically Significant Structures Property List and located in the Historic Overlay District may be eligible for Alternate Bulk Zoning Standards and certain historic Preservation Incentives, as set forth in Chapter 14-7 of the Village Code and Article VIII, Part II of this Zoning Code.

AMENDMENT TO EXISTING HISTORIC PRESERVATION TITLE 14 IN THE VILLAGE CODE

CHAPTER 1 – GENERAL PROVISIONS

14-1-4: PROCEDURE FOR NOTICE OF PUBLIC HEARINGS AND MEETINGS:

C. Persons Entitled To Notice:

1. All Hearings And Meetings: Notice of every hearing or meeting set pursuant to this title shall be given:

a. By mail or personal delivery to the applicant and, if a specific parcel is the subject of the application, to the owner of the subject property.

b. By mail to any newspaper or person that shall have filed a written request, accompanied by an annual fee as established from time to time by the village manager to cover postage and handling, for notice of all hearings or meetings held pursuant to this code. Such written request shall automatically expire on December 31 of the year in which it is made unless a written request for renewal, accompanied by the annual fee, is submitted prior to such date.

~~c. By mail, personal delivery, or interdepartmental delivery to affected village boards, commissions, departments, officials and consultants.~~

Notice by mail as herein required shall be mailed no fewer than seven (7) days in advance of the hearing or meeting date by regular United States mail.

2. Hearings On Applications: In addition to notice as required by subsection C1 of this section, notice of every hearing set pursuant to this title in connection with any application for historic district designation, withdrawal of landmark designation, or a certificate of appropriateness, shall be given in accordance with subsections C2a and C2b of this section. Notice of every hearing in connection with an application for landmark designation or in connection with adding or removing properties from the Historically Significant Structures Property List per Section 14-7-3 shall be given in accordance with subsection C2a of this section.

a. By publication in a newspaper published in the village at least once no less than fifteen (15) days nor more than thirty (30) days in advance of the hearing date.

b. By certified mail, return receipt requested, or personal delivery to all owners of property within two hundred fifty feet (250') of the subject property; provided, further, that in the case of an application for historic district designation, notice shall be to all owners of record of property within the proposed district and to all owners of record of property within two hundred fifty feet (250') of the outside perimeter of the proposed district. Notice as required by this subsection shall be given by the applicant not less than fifteen (15) days nor more than thirty (30) days in advance of the hearing.

CHAPTER 2

HISTORIC PRESERVATION COMMISSION

14-2-2: POWERS AND DUTIES

Add a new subsection M:

M. To perform the functions of the Commission relative to the Historic Overlay District as set forth in Chapter 14-7 of this Article 14, and Article VIII (Overlay Districts), Part II (Historic Overlay District) of this Zoning Code.

VILLAGE CODE - NEW CHAPTER 14-6
HISTORIC PRESERVATION FUND

14-6-1: HISTORIC PRESERVATION FUND:

- A. Creation of Historic Preservation Fund. There is hereby established by the Village a special fund called the Village of Hinsdale Historic Preservation Fund.
- B. Source of Funds. The Board of Trustees may, through the budget process, allocate such funds to the Historic Preservation Fund as it deems necessary. The Village may, in addition, accept monetary gifts and donations from private or public sources into the fund, and may engage in fundraising efforts and deposit the proceeds of such fundraising into the Historic Preservation Fund.
- C. Use of Funds. The Board of Trustees may, upon application by or to the Village, and in conformance with all requirements, process and approvals set forth in Chapter 7 of this Title 14, and in Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code, where applicable, approve the utilization of funds in the Historic Preservation Fund for the following purposes:
 - 1. To further the preservation of structures located in the Historic Overlay District created pursuant to Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code and included on the Historically Significant Structures Property List established in Section 14-7-3 (Historically Significant Structures Property List) of this Title 14, either through the Village's own initiative or, upon application, through grants approved by the Board of Trustees for improvements to privately owned properties;
 - 2. To provide rebates, upon application, in the form of matching funds to Applicants who seek to repair, maintain or improve the façade of buildings located in the Historic Overlay District and included on the Historically Significant Structures Property List (see Section 14-7-4.F. (Preservation Incentives; Property Tax Rebates) of this Title 14;
 - 3. To otherwise further preservation efforts and activities of all kinds and types within the Village consistent with the goals of this Title 14 and Title VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code.

VILLAGE CODE - NEW CHAPTER 14-7

HISTORIC OVERLAY DISTRICT

14-7-1: HISTORIC OVERLAY ZONING DISTRICT:

Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code creates a Historic Overlay Zoning District within the Village. This chapter operates in tandem with the provisions of Article VIII, Part II.

14-7-2: DEFINITIONS:

For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Alternative Bulk Zoning Standards. A Preservation Incentive consisting of a set of zoning standards that may be utilized in alterations, additions, rehabilitation, restoration or relocation work or other physical modifications of or to any structure on the Historically Significant Structures Property List, subject to compliance with any program requirements, application, approval of an Preservation Incentive Certificate, and approval by the Board of Trustees, as detailed in Section 14-7-5.

Applicant. The owner, lessee with the consent of an owner, or other persons or entities with an ownership interest in a property with a structure on the Historically Significant Structures Property List.

Base Zoning District. The underlying zoning district designation of a property located with the Historic Overlay District created by Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code, as shown on the Village's Zoning Map.

Historic Overlay District. A specific geographic area created pursuant to Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code, and designated on the Zoning Map of the Village, where certain regulations apply in addition to the underlying Base Zoning District regulations, and that includes Historically Significant Structures that may be eligible for certain Preservation Incentives as set forth in this Chapter and in Article VIII, Part II (Historic Overlay District) of the Zoning Code.

Historic Preservation Commission. The Hinsdale Historic Preservation Commission as created by Chapter 14-2 of this Title 14.

Historic Preservation Fund. The special fund of the Village of Hinsdale created by Section 14-6-1 of this Title 14.

Historically Significant Structure. A structure found to meet the criteria in Section 14-7-3.B. of this Chapter and placed on the Historically Significant Structures Property List pursuant to Section 14-7-3.

Historically Significant Structures Property List. The list of properties hosting Historically Significant Structures as created in Section 14-7-3 and as set forth in Appendix 1 to this Chapter 14-7.

Initial List. The list of properties proposed for initial inclusion on the Historically Significant Structures Property List by the Historic Preservation Commission pursuant to Section 14-7-3.

Notice of Historically Significant Property. The notice recorded against title to a property approved for inclusion on the Historically Significant Property List pursuant to Section 14-7-3.

Notice of Removal. The notice recorded against title to a property upon removal of a property from the Historically Significant Structures Property List pursuant to Section 14-7-3.

Preservation Incentive. Incentives made available to Applicants regarding properties on the Historically Significant Structures Property List within the Historic Overlay District, subject to application and conformance with program requirements, as detailed in Section 14-7-4.

Preservation Incentive Certificate. A certificate authorizing specific Preservation Incentives and issued pursuant to Section 14-7-5.

Program Agreement. The agreement required to be signed by an applicant pursuant to Section 14-7-5.H. in order to obtain a Preservation Incentive.

14-7-3: HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST:

- A. **Creation of List.** The primary goal of the Historic Overlay District created in Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code is to incentivize the preservation, rehabilitation, enhancement and restoration of structures within the Historic Overlay District that are deemed to be of historical significance. To that end, the Village shall create, and the Village Clerk shall maintain, a Historically Significant Structures Property List within the Historic Overlay District to which regulations within the Overlay District may apply. Such list shall be created pursuant to the procedures set forth in this chapter and shall be included as Appendix 1 to this to this chapter.
- B. **Review Criteria.** In order for a property to be deemed to host a Historically Significant Structure and be included on the Historically Significant Structures Property List, a property must be located within the Historic Overlay District and meet one (1) or more of the following criteria:
1. **The property or one (1) or more structures on the property are associated with events that have made a significant contribution to the broad patterns of our history;**
 2. **The property or one (1) or more structures on the property are associated with the lives of persons significant in our past;**
 3. **One (1) or more structures on the property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;**
 4. **The property or one (1) or more structures on the property yields, or may be likely to yield, information important to history or prehistory;**

5. The property or one (1) or more structures on the property has significance in local, regional, state or national history, architecture, archeology, engineering or culture; or
6. The property or one (1) or more structures on the property is a source of civic pride or identity for the community.

C. Process – Creation of Historically Significant Structures Property List.

1. The Historic Preservation Commission, using existing Village studies, historical materials and maps, and their own expertise, shall, within one hundred eighty (180) days of approval of the Ordinance creating the Historic Overlay District, compile an Initial List of properties proposed for inclusion on the Historically Significant Structures Property List.
2. Upon creation of the Initial List, the Historic Preservation Commission shall hold a public hearing or hearings relative to the Initial List pursuant to the procedures set forth in Section 14-1-4.C. of this Title 14.
3. Multiple properties proposed for inclusion on the Historically Significant Structures Property List may be considered at a single hearing, and may be included on the hearing notice. Multiple rounds of public hearings may be held regarding properties proposed for inclusion on the Historically Significant Structures Property List for administrative convenience.
4. Following the public hearing, the Historic Preservation Commission shall determine whether each property on the Initial List possesses one or more of the criteria set forth in Subsection B above and make a recommendation to the Board of Trustees as to whether each property included on the Initial List should be included on the Historically Significant Structures Property List. The recommendation of the Historic Preservation Commission shall be forwarded to the Board of Trustees for consideration.
5. The Board of Trustees shall consider the recommendations of the Historic Preservation Commission and may approve or deny the inclusion of each property on the Initial List for inclusion on the Historically Significant Structures Property List. The Board of Trustees may also remand the Initial List, or individual properties on the Initial List, to the Historic Preservation Commission for further consideration or for additional information without further public hearing.

D. Process – Adding Properties to the Historically Significant Structures Property List.

1. Additional properties not on the Initial List may be considered as additions to the Historically Significant Structures Property List at any time upon application of an individual property owner, or upon direction from the Board of Trustees or Historic Preservation Commission.
2. Upon receipt of a completed application, the Historic Preservation Commission shall hold a public hearing or hearings relative to the property proposed to be added to the Historically Significant Structures Property List. Notice of the public hearing shall be given pursuant to the procedures set forth in Section 14-1-4.C. of this Title 14.
3. Following the public hearing, the Historic Preservation Commission shall determine whether the property proposed to be added to the Historically Significant Structures

Property List possesses one or more of the criteria set forth in Subsection B above and make a recommendation to the Board of Trustees as to whether the property shall be added to the Historically Significant Structures Property List. The recommendation of the Historic Preservation Commission shall be forwarded to the Board of Trustees for consideration.

4. The Board of Trustees shall consider the recommendation of the Historic Preservation Commission and may approve or deny the inclusion of each property on the Historically Significant Structures Property List. The Board of Trustees may also remand a property to the Historic Preservation Commission for further consideration or for additional information, without further public hearing.

E. Notification of Inclusion of a Property on the Historically Significant Structures Property List.

1. Upon approval of a property for inclusion on the Historically Significant Structures Property List, a notification of inclusion shall be sent to the owner of the property.
2. The Historically Significant Structures Property List shall be maintained by the Village Clerk. The Historically Significant Structures Property List shall be made available on the Village's official website and provided to area realtors, news media and other persons or entities in an effort to publicize the List and incentives available.
3. A Notice of Historically Significant Property shall be recorded against title to each property approved for inclusion on the Historically Significant Property list. The notice shall reference this Chapter, Article VIII, Part II (Historic Overlay District) of the Zoning Code and the availability of the Preservation Incentives specified herein.

F. Process – Removal of Properties from the Historically Significant Structures Property List.

1. The Historic Preservation Commission shall periodically, but no less often than every five (5) years, undertake a review of the Historically Significant Structures Property List to determine whether properties on the List should be proposed for removal from the List due to changed circumstances. In addition, individual properties on the Historically Significant Structures Property List may be considered for removal from the List at any time upon application of an individual property owner, or upon direction from the Board of Trustees or Historic Preservation Commission.
2. A structure may be removed from the Historically Significant Structures Property List when it is found that due to changed circumstances, the qualities which caused it to be originally eligible for inclusion on the List have been lost or destroyed, or where it has otherwise ceased to meet the criteria that made it originally eligible for inclusion.
3. A property shall be automatically removed from the Historically Significant Structures Property List upon demolition of the historically significant structure on the property, without the need for hearing or other action by the Historic Preservation Commission or Board of Trustees.
4. The Historic Preservation Commission shall hold a public hearing or hearings relative to any property proposed to be removed from the Historically Significant Structures Property List due to changed circumstances. Notice of the public hearing shall be given pursuant to the procedures set forth in Chapter 14-1 of this Title 14.

5. Following the public hearing, the Historic Preservation Commission shall determine whether the property proposed to be removed from the Historically Significant Structures Property List meets the criteria in Subsection F.2 above and make a recommendation to the Board of Trustees as to whether the property should be removed from the Historically Significant Structures Property List. The recommendation of the Historic Preservation Commission shall be forwarded to the Board of Trustees for consideration.
6. The Board of Trustees shall consider the recommendation of the Historic Preservation Commission and the criteria set forth in Subsection F.2. above, and may approve or deny the removal of each property from the Historically Significant Structures Property List. The Board of Trustees may also remand a property to the Historic Preservation Commission for further consideration or for additional information, without further public hearing.
7. Upon removal of a property from the Historically Significant Structures Property List, a Notice of Removal shall be mailed to the owner and/or occupant, and recorded against title to the property. The notice shall reference this Chapter, Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code, the previously recorded Notice of Historically Significant Property, and the fact that Preservation Incentives are no longer available for the property.

14-7-4: PRESERVATION INCENTIVES:

In the interest of furthering preservation within the Village, and consistent with the goals of the Historic Overlay District and this Title 14, the Village shall make the following Preservation Incentives regarding properties on the Historically Significant Structures Property List within the Historic Overlay District available to Applicants, subject to application and conformance with program requirements:

- A. Waiver of Fees – Inclusion on the Historically Significant Structures Property List. All public hearing and other fees related to inclusion on the Historically Significant Structures List shall be waived for owners seeking to have their properties added to the List pursuant to Section 14-7-3 above.
- B. Waiver of Fees – Zoning Applications and Preservation Incentive Certificates. All public hearing, public meeting, zoning application fees (including Site Plan Review, Exterior Appearance Plan Review and other plan approvals), and other Village fees related to obtaining approval of alternative bulk zoning regulations, zoning application requests, or approval of a Preservation Incentive Certificate shall be waived for Applicants seeking to utilize Preservation Incentives to perform exterior alterations, additions, rehabilitation, restoration, or relocation of or to any structure on the Historically Significant Structures Property List. An application seeking the waiver of fees as a Preservation Incentive must be submitted and approved prior to the initiation of such work.
- C. Waiver of Fees – Building Permits. All building permit and plan review fees shall be waived for Applicants who have obtained a Preservation Incentive Certificate pursuant to Section 14-7-5 below for alterations, additions, rehabilitation, restoration or relocation of any structure on the Historically Significant Structures Property List. An application seeking the waiver of fees as a Preservation Incentive must be submitted and approved prior to the initiation of such work.

- D. Expedited Process – Historic Landmark and Historic District Designations. Where a subject property lies within the Historic Overlay District, the application and public hearing process seeking to designate a structure, building, or site as a designated landmark, or an area as an historic district, pursuant to this Title 14, shall be expedited to the extent possible by the Historic Preservation Commission and Board of Trustees. Such expedited processes may include, when appropriate, the calling of special meetings of the Historic Preservation Commission, the Board of Trustees and other applicable Village boards, committees and commissions.
- E. Expedited Process – Certain Work on Structures on the Historically Significant Structures Property List. Application and public hearing processes for Applicants seeking to utilize Preservation Incentives to perform exterior alterations, additions, rehabilitation, restoration or relocation of or to any structure on the Historically Significant Structures Property List shall be expedited to the extent possible by the Historic Preservation Commission, the Board of Trustees, and other applicable Village boards, committees and commissions. Such expedited processes may include, when appropriate, the calling of special meetings of the Historic Preservation Commission, the Board of Trustees and other applicable Village boards, committees and commissions. An application seeking an expedited process as a Preservation Incentive must be submitted and approved prior to the initiation of such work.
- F. Property Tax Rebates. Commencing on January 1, 2023, and subject to compliance with Preservation Incentive program requirements, the Village portion of the real estate property taxes received by the Village on structures on the Historically Significant Structures Property List may, upon application and approval of the Board of Trustees, be rebated to the property owner or their designee. Rebates may be made available to Applicants who, following the issuance of a Preservation Incentive Certificate pursuant to Section 14-7-5 below, perform exterior alterations, additions, rehabilitation, restoration or relocation of or to any structure on the Historically Significant Structures Property List and incur documented eligible costs of \$50,000 or more. In the event an Applicant seeks both a property tax rebate incentive and grant or façade improvement matching fund rebate incentive, the eligible project costs being matched for grant or façade improvement purposes cannot be counted towards the \$50,000 in documented eligible costs for purposes of reaching the threshold amount for property tax rebate eligibility. Property tax rebates are limited to a maximum term of five (5) years, as determined in the sole discretion of the Board of Trustees, and shall only be available in the following circumstances:
1. When the documented eligible costs of exterior alterations, additions, rehabilitation, restoration or relocation of or to any structure on the Historically Significant Structures Property List exceed an amount specified in the Preservation Incentive program requirements, as approved by the Village Board. Documented eligible costs include architectural, planning, engineering, design services, historic preservation services and construction costs, as further detailed and limited by any Preservation Incentive program requirements as developed by staff; and
 2. Where a Preservation Incentive Certificate, as applicable, has been approved.
- G. Grants or Matching Funds. Grants or façade improvement matching fund rebates incentives from the Village's Historic Preservation Fund may be awarded to fund 50% of eligible project costs up to a maximum of \$10,000 per project for the performance of to perform exterior alterations, additions, rehabilitation, restoration or relocation of or to any structure on the

Historically Significant Structures Property List. In the event an Applicant seeks both a grant or façade improvement matching fund rebate incentive and a property tax rebate incentive, the eligible project costs being matched for grant or façade improvement purposes cannot be counted towards the \$50,000 in documented eligible costs for purposes of reaching the threshold amount for property tax rebate eligibility. Grant or façade improvement matching fund rebate incentives are subject to compliance with program requirements, application, available funding, approval of a Preservation Incentive Certificate and approval by the Board of Trustees.

- H. Alternative Bulk Standards. Alternative Bulk Zoning Standards as detailed in Section 8-205 of the Zoning Code may be utilized in alterations, additions, rehabilitation, restoration or relocation work or other physical modifications of or to any structure on the Historically Significant Structures Property List, or for other historic preservation projects related to any structure on the Historically Significant Structures Property List, subject to compliance with any program requirements, application, approval of a Preservation Incentive Certificate, and approval by the Historic Preservation Commission and, if applicable, the Board of Trustees.

14-7-5: PRESERVATION INCENTIVES PROCESS AND REQUIREMENTS:

- A. Incentives Optional. Preservation Incentives are only available to Applicants, as defined in Section 14-7-2 above. The use of Incentives by the owner of a structure on the Historically Significant Structures Property List is optional. If the owner of a structure on the Historically Significant Structures Properties List chooses not to utilize Preservation Incentives, the bulk standards of the underlying Base Zoning District shall apply.
- B. Preservation Incentive Certificate Required. A Preservation Incentive Certificate authorizing specific Preservation Incentives is required prior to undertaking any project utilizing Preservation Incentives and that involves any exterior alterations, additions, rehabilitation, restoration or relocation of or to any structure on the Historically Significant Structures Property List, except as otherwise set forth below. Preservation Incentives are not available for, and a Preservation Incentive Certificate is not required for, the following:
1. Painting.
 2. Landscaping.
 3. Fences.
 4. Driveways, sidewalks, and other paved areas.
 5. Reversible appurtenances, including air conditioning units, gutters, downspouts, antennas, satellite dishes and mail boxes.
 6. Routine maintenance and cleaning.
 7. New detached garages or changes to existing detached garages, unless the detached garage is considered a historically significant structure.
 8. Any accessory building or structure other than a garage (e.g., shed, rear deck, patio, trellis, etc.), unless the accessory building or structure is considered a historically significant structure.
 9. Interior improvements or work.
- C. Application. An Applicant may apply for one (1) or more of the Preservation Incentives set forth in Section 14-7-4 by submitting an application on a form provided by the Department of Community Development. Such application shall include plans for any exterior alterations,

additions, rehabilitation, restoration or relocation, and any other information required by the Village.

D. No Property Tax Owed; No Debts. No application for a Preservation Incentive shall be considered where there are outstanding real estate property taxes owed on the property, or where other fines, penalties, debts or obligations of the property owner and Applicant, if different than the owner, are due and owing to the Village.

E. Public Meeting. A completed application shall be reviewed by the Historic Preservation Commission at a public meeting for consideration as to the issuance of a Preservation Incentive Certificate.

F. Design Criteria and Development Standards for Properties in the Historic Overlay District Utilizing Preservation Incentives. A Preservation Incentive Certificate shall be approved by the Historic Preservation Commission if it complies with the following standards:

1. The exterior alterations, additions, rehabilitation, restoration or relocation of or to any structure on the Historically Significant Structures Property List is found by the Historic Preservation Commission to be consistent with, or compatible with, the historical nature of the structure. Consideration of whether this standard is met shall be guided by the Secretary of the Interior's Standards for the Treatment of Historic Properties, where applicable, and the Secretary of the Interior's Standards for Rehabilitation as follows:

- a. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site environment;
- b. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided;
- c. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken;
- d. Most properties and structures change over time; those changes that have acquired historic significance in their own right shall be retained and preserved;
- e. Distinctive stylistic features or examples of skilled craftsmanship that characterize a building, structure, or site shall be treated with sensitivity;
- f. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities, and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence;
- g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of the structures, if appropriate, shall be undertaken using the gentlest means possible;
- h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken;
- i. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated

- from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment;
- j. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
2. The proposed exterior alterations, additions, rehabilitation, repairs or relocation will not have any significant adverse impact on adjacent properties. Such adverse impacts include, but are not limited to, stormwater runoff impacts.
3. All other Village code requirements must be met.

G. Final Determination.

1. For applications seeking Preservation Incentives in the form of waivers of fees, expedited process, or alternative bulk standards, as detailed in Section 14-7-4, where a majority of the then-sitting members of the Historic Preservation Commission finds that a Preservation Incentive Certificate should be granted, the Certificate shall be issued by the Village Manager or his or her designee.
2. For applications requesting Preservation Incentives in the form of grants or rebates, as detailed in Section 14-7-4, the vote of the Historic Preservation Commission shall be advisory and a recommendation shall be forwarded to the Board of Trustees. If the Historic Preservation Commission does not recommend approval of an application requesting a grant or a rebate, with at least four (4) affirmative votes, the application is denied and will not proceed to the Board of Trustees. Upon receipt of a recommendation from the Historic Preservation Commission, the affirmative vote of four (4) or more members of the Board of Trustees is required for approval of a Preservation Incentive Certificate involving a grant or rebate. The Board of Trustees approval of such grant or rebate shall specify the specific amount approved in the case of a grant or number of approved years in the case of a Property Tax Rebate. Upon Board of Trustees approval, a Preservation Incentive Certificate shall be issued by the Village Manager or his or her designee.
3. Final Determinations of the Historic Preservation Commission on a Preservation Incentive Certificate may be appealed to the Board of Trustees by filing a request for an appeal within ten (10) days of the denial. Within sixty (60) days following the receipt of an appeal, the Board of Trustees shall either grant the Preservation Incentive Certificate, affirm its denial, or remand the matter back to the Historic Preservation Commission for further proceedings.
4. The Historic Preservation Commission or the Board of Trustees, as applicable, may impose reasonable conditions on the issuance of a Preservation Incentive Certificate.
- H. Program Agreement Required. No Preservation Incentive shall be made available unless the Applicant, following a Final Determination, enters into a Program Agreement on a form previously developed by staff and approved by the Board of Trustees governing the terms and conditions of any Preservation Incentive received.

APPENDIX 1

HISTORICALLY SIGNIFICANT STRUCTURES LIST

(to be attached here upon creation)



Community Development Department
19 E. Chicago Avenue
Hinsdale, Illinois 60521
630-789-7030
villageofhinsdale.org

HISTORIC OVERLAY DISTRICT PRESERVATION INCENTIVE PROGRAM INFORMATION

The Historic Overlay District was established to encourage and assist property owners with the preservation, restoration, and rehabilitation of historically significant properties throughout the Village. Owners of properties included on the Historically Significant Structures Property List may be eligible for a suite of preservation incentives when exterior improvements are completed.

Projects are considered on a first-come, first-served basis and program funding is determined by the Village Board during the annual budget cycle process. Interested applicants should contact the Village Planner in the Community Development Department with any questions prior to formal submittal. Refer to Title 14 of the Village Code and Article 8 of Hinsdale Zoning Ordinance ("Zoning Code") for the complete set of regulations and program requirements.

Incentive Types

Properties included on the Historically Significant Structures Property List may be eligible for the following preservation incentives and upon approval of a Preservation Incentive Certificate:

- **Fee Waivers** – Village fees may be waived for building permits, local landmark or historic district designation applications, Certificate of Appropriateness applications, and other zoning applications. Please note some fees may not be waived, including bonds and fees by outside consultants.
- **Alternative Bulk Zoning Regulations** – Alternative bulk zoning regulations are intended to help create design flexibility and to expedite the process for property owners pursuing certain exterior improvements or additions to historic buildings. Zoning relief is only available to eligible residential properties in the R-1, R-2, R-3, and R-4 Single Family Residential Districts.
- **Property Tax Rebate Program** – Property owners may be eligible to receive a rebate of the Village portion of their property tax bill over a maximum five (5) year period when performing substantial exterior alterations, rehabilitation, or restoration work. For example, if the Village portion of a property tax bill collected in 2020 was \$2,500, a property owner could be eligible to receive a rebate of approximately \$12,500 over five (5) years after completing exterior improvements. The actual amount may vary annually due to changes in the assessed value or other factors, so this number is an estimate only. Benefits may be transferred to future property owners.

To be considered for this incentive, a minimum investment of \$50,000 on eligible exterior improvements is required. If approved, the Village will provide a rebate to the property owner at the end of each year after an approved project is completed, passes final inspections, property taxes are paid in full, and a Reimbursement Request Form is submitted to the Village.

- **Historic Preservation Fund Matching Grant** – The Village Board may approve funding for 50% of eligible project costs, up to a maximum of \$10,000 per project (\$20,000 investment by the applicant). Funds are reimbursed to the applicant after all work is completed, inspected, and approved by the Village and after all contractors have been paid by the applicant.
- **Expedited Processing** – Expedited processing of building permits and applications for landmark designation, historic district designation, and other zoning approvals may be provided on a case by case basis.

Program Requirements

Preservation incentive projects must meet the following program requirements:

- **Eligible Exterior Improvements.** Construction costs for eligible exterior improvements as well as costs for architectural, engineering, design, or historic preservation services (such as historic surveys, historic assessment reports, feasibility studies, National Register nominations) are eligible subject to approval by the Historic Preservation Commission or Village Board. The following are not eligible:
 1. Painting
 2. Landscaping
 3. Fences
 4. Driveways, sidewalks, and other paved areas
 5. Reversible appurtenances, including air conditioning units, gutters, downspouts, antennas, satellite dishes and mail boxes
 6. Routine maintenance and cleaning
 7. New detached garages or changes to existing detached garages, unless the detached garage is considered a historically significant structure
 8. Any accessory building or structure other than a garage (e.g., shed, rear deck, patio, trellis, etc.), unless the accessory building or structure is considered a historically significant structure.
 9. Interior improvements or work.
- **Preservation Incentive Certificate.** Approval of a Preservation Incentive Certificate by the Historic Preservation Commission or Village Board is required prior to initiating a project to ensure that proposed exterior improvements are consistent or compatible with the historical nature of the structure. All work must be completed in accordance with the conditions of the Preservation Incentive Certificate and Preservation Incentive Agreement. Projects shall be reviewed according to the Secretary of the Interior's Standards for the Treatment of Historic Properties and Standards for Rehabilitation, which are available for review on the National Park Service's [website](#).
- **Preservation Incentive Agreement.** The property owner is required to sign an agreement outlining the use and distribution of funds prior to the commencement of any work.
- **Construction Timeline.** Construction work must be completed within one (1) year after the date of approval, unless additional time is approved under the Preservation Incentive Agreement.
- **Future Maintenance of Improvements.** Applicants are responsible for maintaining approved exterior improvements for a period of five (5) years following the completion of work unless otherwise approved by the Historic Preservation or Village Board prior to initiating such work. The Village reserves the right to terminate any agreements for failure to comply with program requirements and the applicant may be made liable for reimbursing all incentive funds provided back to the Village.
- **Good Financial Standing.** Applicants must have no outstanding property taxes owed on the property, or other fines, penalties, debts or obligations due and owed to the Village. Both installments of an annual property tax bill must be paid by the owner prior to the Village issuing a rebate.
- **Prevailing Wage.** In cases where grants or matching funds are provided, the work may have to comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Applicants should consult with Village staff on the applicability of the Act.
- **Tax Information.** Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099. The Village will provide applicants with Form 1099 for income tax preparation purposes. Applicants should consult their tax advisor for tax liability information.

Submittal Requirements

Applicants are required to submit twenty (20) individually collated packets containing all of the following information to the Community Development Department for an application to be deemed complete. Failure to complete any section of the application form or provide any required information listed below will deem an application incomplete. All items must be stapled or paper clipped together. Oversized plans must be folded to not exceed 8.5" x 11" in size.

- ❑ Preservation Incentive Application Form. The signed and completed Preservation Incentive Application Form (Page 6-8) must be submitted. Please do not include instruction pages from this application packet (Page 1-5).
- ❑ Description of Work. A detailed description of all proposed exterior work that identifies building materials, colors, and construction methods.
- ❑ Site Plan & Building Plans. Scaled drawings must indicate all proposed changes, dimensions, materials, colors, and any other applicable construction information.
- ❑ Plat of Survey. A plat of survey must include a legible legal description.
- ❑ Photos of Existing Conditions. Colored photos should show all elevations of the building and existing conditions, as well as detailed areas where exterior improvements are proposed.
- ❑ Historic Photos or Information. If available, please provide historic photos, documentation, or plans of the property indicating original conditions of the exterior façade.
- ❑ Cost Estimate(s). The cost estimate from the selected contractor(s) must include itemized, detailed costs for proposed exterior improvements. Depending on the scope of work, multiple cost estimates for eligible exterior work may be submitted for review. Interior work or work completed prior to Village approval is not eligible.
- ❑ Proof of Ownership / Letter of Authorization. Proof of ownership (warranty deed, mortgage statement, title insurance document, most recent property tax form, etc.) or a letter of authorization from the property owner providing written consent that the applicant may apply for a Preservation Incentive is required. Applications must be submitted by the property owner unless permission is granted in writing to the tenant by the property owner.
- ❑ Certificate of Zoning Compliance (COZC). Please refer to Page 9.
- ❑ W-9 Form. The IRS Form W-9 (Request for Taxpayer Identification Number and Certification) must be completed and signed by the applicant. Please refer to Page 11.
- ❑ Electronic Copy of All Submittal Documents. An electronic copy of all of the required applications and documents shall be submitted in PDF format on a USB drive or via email to the Village Planner.

Review and Approval Process

1. Application Submittal. Applicants are encouraged to contact the Village Planner prior to formal submittal to discuss any proposed plans and program requirements. Complete application packets for a Preservation Incentive Certificate must be submitted to the Community Development Department at least 28 days prior to the regularly scheduled Historic Preservation Commission meeting to be placed on the agenda.
2. Review by the Historic Preservation Commission and Village Board. For applications requesting a fee waiver and/or zoning relief, a Preservation Incentive Certificate must be reviewed and approved by the Historic Preservation Commission only.

Applications requesting grant funding or a property tax rebate must be reviewed by both the Historic Preservation Commission and the Village Board.

The Historic Preservation Commission meets the first Wednesday of each month. The Village Board meets the first and third Tuesday of each month. Applicants or a representative familiar with the project must attend the Historic Preservation Commission and Village Board meetings to present the proposal and answer any questions.

3. Signing of the Preservation Incentive Agreement. Following an approval of a Preservation Incentive Certificate, applicants will be required to sign a Preservation Incentive Agreement, which sets forth certain terms and conditions tied to the approved incentive such as the timeframe for completing work, conditions of approval, and a copy of the approved plans that must be followed.
4. Building Permit Submittal and Issuance. A building permit must be obtained from the Community Development Department prior to initiating any work requiring a permit. For projects approved with a building permit fee waiver, the waiver will be applied at the time a permit is issued.
5. Project Completion & Final Inspections. Work must be completed within one (1) year of approval, unless additional time is approved under the Preservation Incentive Agreement. Upon completion of all approved work, the applicant must notify the Community Development Department and schedule a final inspection. Applicants must provide proof of payment and receipts of final paid invoices to contractors or companies completing approved exterior improvements to the Community Development Department.

Any changes to the approved plans must be reviewed by the Village and may require approval of an amendment by the Historic Preservation Commission and Village Board. Changes completed without prior approval may result in the termination of the Preservation Incentive Agreement and the applicant may be made liable for reimbursing all incentive funds back to the Village.

6. Project Closeout & Reimbursements.
 - Grant Reimbursement. Grant funds will be reimbursed directly to the applicant following the completion of all work approved as part of the Preservation Incentive Certificate and a final inspection by the Community Development Department. Final payment from the Village cannot exceed the original amount allocated at the time of project approval. Grant reimbursement funds will be issued after a Reimbursement Request Form (Page 10) is submitted to the Village.
 - Property Tax Rebates – Annual Reimbursement Request Form. Property owners must submit a Reimbursement Request Form (Page 10) to the Village each year during the duration of the approved property tax rebate period prior to claiming a tax rebate. Rebate funds will be issued at the end of each year, after both installments of the property tax bill are paid for and verified by Village staff.

Adding Properties to the Historically Significant Structures Property List

Properties not currently included on the Historically Significant Structures Property List may be added to the list following the submittal of a complete application to the Village, completion of public hearing notice requirements, receiving a recommendation by the Historic Preservation Commission at a public hearing, and obtaining final approval by the Village Board.

In order to be included on the Historically Significant Structures Property List, a property must meet one (1) or more of the following criteria:

1. The property or one (1) or more structures on the property are associated with events that have made a significant contribution to the broad patterns of our history
2. The property or one (1) or more structures on the property are associated with the lives of persons significant in our past
3. One (1) or more structures on the property embodies the **distinctive** characteristics of a type, period, or method of construction, or represents the work of a **master**, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction
4. The property or one (1) or more structures on the property yields, or may be likely to yield, information important to history or prehistory
5. The property or one (1) or more structures on the property has significance in local, regional, state or national history, architecture, archeology, engineering or culture
6. The property or one (1) or more structures on the property is a source of civic pride or identity for the community

Last Updated 4/20/2022

HISTORIC OVERLAY DISTRICT PRESERVATION INCENTIVE APPLICATION FORM



| PROJECT INFORMATION | |
|---|--|
| Property Address | |
| PIN(s) | |
| Zoning District | Land Use |
| PROPERTY TYPE | PRESERVATION INCENTIVE TYPE |
| <input type="checkbox"/> Currently listed on the Historically Significant Structures Property List <input type="checkbox"/> Request to be added to or removed from the Historically Significant Structures Property List | <input type="checkbox"/> Fee Waivers <input type="checkbox"/> Property Tax Rebate <input type="checkbox"/> Preservation Matching Grant <input type="checkbox"/> Alternative Zoning Regulations <input type="checkbox"/> Expedited Processing |
| APPLICANT INFORMATION | |
| Name | Company |
| Address | City / State / Zip |
| Phone | Email |
| PROPERTY OWNER | |
| Name | Company |
| Address | City / State / Zip |
| Phone | Email |
| PROJECT DETAILS | |
| Property Size (Square Feet) | Building Size (Square Feet) |
| Total Cost of Exterior Improvements | Grant Amount Requested |
| Estimated Work Start Date | Estimated Work End Date |

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 agree to allow Village representatives to make all reasonable inspections and investigations of the subject property. I agree to comply with all Village of Hinsdale codes and ordinances. I certify that all exterior improvements will be completed in compliance with program requirements and in conformance with the terms, conditions, and approved plans set forth in the Preservation Incentive Agreement.

Printed Name of Applicant

Signature of Applicant

Date

Printed Name of Building Owner

Signature of Building Owner

Date

| FOR OFFICE USE ONLY: | |
|---|---------------------------|
| Case Number | HPC / Board Approval Date |
| Conditions of Approval <input type="checkbox"/> Yes <input type="checkbox"/> No | Final Inspection Date |

TABLE OF COMPLIANCE

Address of subject property: _____

The following table is based on the _____ Zoning District.

| You may write "N/A" if the application does not affect the building/subject property. | Minimum Code Requirements | Existing Development | Proposed Development |
|---|---------------------------|----------------------|----------------------|
| Lot Area (Square Feet) | | | |
| Lot Depth | | | |
| Lot Width | | | |
| Building Height | | | |
| Number of Stories | | | |
| Front Yard Setback | | | |
| Corner Side Yard Setback | | | |
| Interior Side Yard Setback | | | |
| Rear Yard Setback | | | |
| Maximum Floor Area Ratio (F.A.R.)* | | | |
| Maximum Total Building Coverage* | | | |
| Maximum Total Lot Coverage* | | | |
| Parking Requirements | | | |
| Parking Front Yard Setback | | | |
| Parking Corner Side Yard Setback | | | |
| Parking Interior Side Yard Setback | | | |
| Parking Rear Yard Setback | | | |
| Loading Requirements | | | |
| Accessory Structure Information | | | |

* Must provide actual square footage number and percentage.

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

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

1. The statements contained in this application are true and correct to the best of the applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.
2. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application.
3. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times.
4. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application.
5. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989, unless otherwise waived as part of this application process.
6. The owner of the subject property and, if different, the applicant are jointly and severally liable for the payment of the applicable application fees. By signing the application, the owner has agreed to pay said fees, unless otherwise waived, and to consent to the filing and foreclosure of a lien against subject property for the fee plus costs of collection, if the account is not settled within thirty (30) days after the mailing of a demand for payment.

On the _____, day of _____, 20____, I/We have read the above certification, understand it, and agree to abide by its conditions.

Name of applicant or authorized agent

Name of applicant or authorized agent

Signature of applicant or authorized agent

Signature of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this _____ day of _____,

Notary Public

**PROPERTY TAX REBATE & PRESERVATION INCENTIVE MATCHING GRANT
REIMBURSEMENT REQUEST FORM**



| PROJECT INFORMATION | |
|---|--|
| Property Address | |
| PIN(s) | |
| Zoning District | Land Use |
| REQUIRED ATTACHMENTS | |
| <input type="checkbox"/> Proof of payment and receipts of final paid invoices to contractors or consultants | |
| APPLICANT INFORMATION | |
| Name | Company |
| Address | City / State / Zip |
| Phone | Email |
| PROPERTY OWNER | |
| Name | Company |
| Address | City / State / Zip |
| Phone | Email |
| PROPERTY TAX REBATE REQUESTS | |
| Tax Year | Year Rebate Approved |
| Total Property Tax Bill Paid (\$) | Village Property Tax Portion Paid (\$) |
| GRANT REQUESTS | |
| Approved Grant Amount | Total Cost of Exterior Improvements |
| Final Amount Paid to Contractors or Consultants for Approved Work | |

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 certify that all exterior improvements are in compliance with Program requirements and are in conformance with the terms, conditions, and approved plans set forth in the Preservation Incentive Agreement. All exterior improvements have been properly maintained and have not been altered, destroyed, removed, or demolished. I hereby certify that all property taxes owed have been paid in full and no delinquent taxes are owed.

Printed Name of Applicant

Signature of Applicant

Date

Printed Name of Building Owner

Signature of Building Owner

Date

| FOR OFFICE USE ONLY: | |
|---|-----------------|
| HPC / Village Board Approval Date | Inspection Date |
| Conditions of Approval <input type="checkbox"/> Yes <input type="checkbox"/> No | Notes |

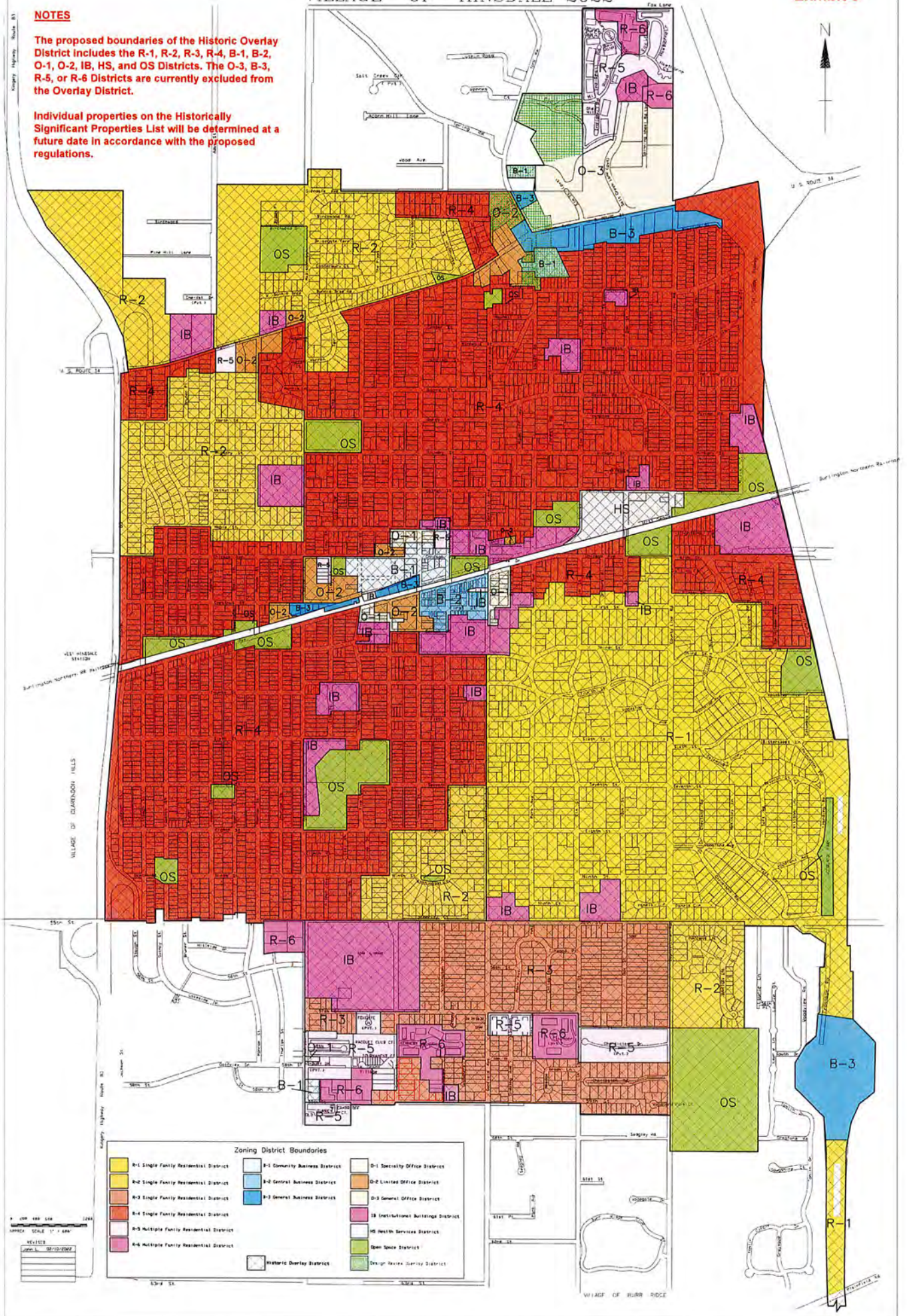
VILLAGE OF HINSDALE 2022

Exhibit 3

NOTES

The proposed boundaries of the Historic Overlay District includes the R-1, R-2, R-3, R-4, B-1, B-2, O-1, O-2, IB, HS, and OS Districts. The O-3, B-3, R-5, or R-6 Districts are currently excluded from the Overlay District.

Individual properties on the Historically Significant Properties List will be determined at a future date in accordance with the proposed regulations.



Section 3-110: Bulk, Space, And Yard Requirements:

The building height, lot, yard, floor area ratio, and coverage requirements applicable in the single-family residential districts are set forth in the following table. Footnote references appear in subsection I of this section at the end of the table.

| | R-1 | R-2 | R-3 | R-4 |
|---|--|---|--|--------|
| A. Maximum height (feet or stories, whichever is more restrictive): | | | | |
| 1. Principal structures: | | | | |
| (a) Feet: | | | | |
| (i) Smallest side yard provided of 14' or less | | 30' | | |
| (ii) Smallest side yard provided of not less than 14' and not more than 24' | | 30' plus 20% of the difference between the smallest side yard provided and 14' | | |
| (iii) Smallest side yard of more than 24' | | 32' plus 10% of the difference between the smallest side yard provided and 24', but not to exceed 34' | | |
| (b) Stories | 3 | 3 | 3 | 3 |
| 2. Accessory structures | 15 | 15 | 15 | 15 |
| B. Maximum elevation: | | | | |
| 1. Principal structures: | | | | |
| (a) Smallest side yard provided of 14' or less | 37' plus 0.75' for each foot of side yard provided in excess of 10' and not more than 14', but not to exceed 40' | | 35.5' plus 0.75' for every foot of side yard provided in excess of 8' and not more than 14', but not to exceed 40' | |
| (b) Smallest side yard provided of more than 14' and not more than 24' | 40' plus 20% of the difference between the smallest side yard provided and 14' | | | |
| (c) Smallest side yard of more than 24' | 42' plus 10% of the difference between the smallest side yard provided and 24', but not to exceed 44' | | | |
| 2. Accessory structures | n/a | | n/a | |
| C. Minimum lot area and dimensions:^{1,2} | | | | |
| 1. Total lot area (square feet) | 30,000 | 20,000 | 15,000 | 10,000 |
| 2. Lot area per unit (square feet) | 30,000 | 20,000 | 15,000 | 10,000 |
| 3. Lot width: | | | | |
| (a) Interior lot | 125' | 100' | 70' | 70' |
| (b) Corner lot | 125' | 100' | 80' | 80' |
| 4. Lot depth | 125' | 125' | 125' | 125' |
| D. Minimum yards:^{2,3,4,5,6} | | | | |
| 1. Front^{7,8,9} | 35' | 35' | 35' | 35' |
| 2. Minimum side yards:⁹ | | | | |
| (a) Corner lot: ^{8,10} | | | | |
| (i) Corner side | 35' | 35' | 35' | 35' |
| (ii) Interior side | 10' | 10' | 8' | 8' |
| | or 6' plus 10% of lot width in excess of 50', whichever is more | | | |
| (b) Interior lot: ¹⁰ | | | | |
| (i) Minimum per yard | 10' | 10' | 8' | 8' |

| | | | | |
|---|---|-----------------------------|-----|-----|
| | or 6' plus 10% of lot width in excess of 50', whichever is more | | | |
| (ii) Minimum total | 30% of lot width up to, and including, 125' plus 35% of lot width in excess of 125' | | | |
| 3. Rear: ^{9,11} | | | | |
| (a) Corner lot | 15% of lot depth, min. 25' | 15% of lot depth, min. 25' | 25' | 25' |
| (b) Interior lot | 50' | 50' | 25' | 25' |
| E. Maximum floor area ratio: ^{12,13} | | | | |
| 1. Lots with a total lot area less than 10,000 square feet | | 0.25 plus 1,100 square feet | | |
| 2. Lots with a total lot area equal to or greater than 10,000 square feet but not greater than 20,000 square feet | | 0.24 plus 1,200 square feet | | |
| 3. Lots with a total lot area greater than 20,000 square feet | | 0.20 plus 2,000 square feet | | |
| F. Maximum building coverage: ¹⁴ | | | | |
| 1. Maximum combined total principal and accessory uses | 25% | 25% | 25% | 25% |
| 2. Maximum total accessory uses | 10% | 10% | 10% | 10% |
| G. Maximum lot coverage, as defined in section 12-206 of this code ¹⁵ | 50% | 50% | 50% | 50% |
| H. Minimum spacing between principal and accessory structures ¹⁶ | 10' | 10' | 10' | 10' |

I. Exceptions and explanatory notes:

1. Nonconforming Lots: See section 10-105 of this code for lot requirements with respect to legal nonconforming lots of record.

2. Exception For Through Lots: Any through lot that:

- (a) Is a lot of record;
- (b) Was platted prior to October 4, 1995;
- (c) Was created by a plat or deed recorded at a time when the creation of a lot of such size, shape, depth, and width at such location would not have been prohibited by any ordinance or other regulation;
- (d) Is the only through lot that is a lot of record within the block in which it is located;
- (e) Is capable of being subdivided into two (2) lots, each containing not less than 87.5 percent of the required lot area for the zoning district in which it is located and each having a lot width and depth no less than those required pursuant to subsections 10-105A2(b) and A2(c) of this code;
- (f) Is capable of being subdivided without creating any new, or increasing any existing, nonconformity with respect to any building located on such through lot; and
- (g) Is not capable of being subdivided in conformance with all of the requirements of this code; may nevertheless be subdivided, but only into two (2) lots of substantially equal area. Each of the resulting lots shall be deemed to be a legal nonconforming lot of record subject to the requirements of section 10-105 of this code regarding nonconforming lots.

3. Visibility Across Corners: Any other provision of this code to the contrary notwithstanding, nothing shall be erected, placed, planted, allowed to grow, or maintained on any corner lot in any residential district in violation of the provisions of title 7, chapter 1, article D of the village code.

4. Special Setbacks For Signs: Special setbacks established for some signs by subsections 9-106F and H of this code shall control over the yard and setback requirements established in the table.

5. Specified Structures And Uses In Required Yards: The following structures and uses, except as limited below, may be located in any required yard:

(a) Statuary, arbors, trellises, and ornamental light standards having a height of eight feet (8') or less; and

(b) Eaves and gutters projecting not more than three feet (3') from an exterior wall; and

(c) Awning, canopies, bay windows, and balconies, projecting not more than three feet (3') into a front or rear yard from an exterior wall for a distance along such wall of not more than one-third ($\frac{1}{3}$) of the building width of the building in question or two feet (2') into a side yard from an exterior wall for a distance along such wall of not more than one-fourth ($\frac{1}{4}$) of the building depth of the building in question; provided, however, that all such projections shall be confined entirely within planes drawn from the main corners of the building at an interior angle of forty five degrees (45°) with the wall in question; and

(d) Covered, unenclosed porches, patios or terraces projecting not more than: 1) eight feet (8') into a front or corner side yard from an exterior wall; provided, however, that no such porch, patio or terrace shall extend: a) closer than twenty five feet (25') from the front lot line in an R-1 or R-2 district, b) closer than twenty feet (20') from the front lot line in an R-3 or R-4 district, or c) more than two feet (2') outside any side or rear yard line as extended into the front or corner side yard; or 2) three feet (3') into a rear yard from an exterior wall for a distance along such wall of not more than one-third ($\frac{1}{3}$) of the building width of the building in question; and

(e) Chimneys, flues, belt courses, leaders, sills, pilasters, lintels, ornamental features, cornices, and the like projecting not more than two feet (2') from an exterior wall; and

(f) Outside stairways projecting from an exterior wall of a principal structure or from a porch, patio or terrace; provided, however, that such staircase shall not extend to any point more than eleven feet (11') into the required yard and the height of such staircase shall not be greater than four feet (4') but not closer than ten feet (10') to the front or corner side lot lines; and

(g) Flagpoles; and

(h) Nonmechanical laundry drying equipment, except in front yards; and

(i) Terraces; provided, however, that except for an otherwise permitted driveway, no paved terrace, and no wall or similar structure requiring a foundation to support a terrace, shall encroach past the interior side of a principal structure, or be located within ten feet (10') of any rear lot line; and

(j) Recreational devices, but only freestanding basketball standards and no other recreational devices in any front yard; and

(k) Fences, walls, and hedges, subject to the limitations of section 9-107 of this code; and

(l) Driveways, subject to the limitations of subsection 9-104F of this code; and

(m) Swimming pools and appurtenances thereto constructed at or below finished grade, except in any front or corner side yard and not within ten feet (10') of any lot line when located within any required yard, subject to the requirements of subsection 9-107E of this code.

(n) Sidewalks in the front, rear and corner side yards when located a minimum of two feet (2') from any interior lot line and in an interior side yard when located in only one interior side yard and located two feet (2') from the interior lot line and not exceeding thirty inches (30") in width.

(o) Window wells and emergency egress area wells in rear yards. Window wells may extend not more than two feet (2') from an exterior wall into the front, corner side and interior yards. One emergency egress area well, defined in title 9, chapter 2 of the village code, as amended, may be permitted in an interior side yard and shall have a metal grate which is flush with the ground. No guardrail shall be permitted as part of an emergency egress area well.

(p) Patios; provided, however, that patios shall not encroach past the interior side of a principal structure, or be located within ten feet (10') of any rear lot line.

(q) Generators located in side yards at least three feet (3') from the lot line and no farther than five feet (5') from the exterior wall of the principal structure. Generators: 1) may only be installed if the manufacturer decibels rating of the unit does not exceed seventy (70) decibels at seven meters (7 m), 2) may only be exercised during the hours of ten o'clock (10:00) A.M. to two o'clock (2:00) P.M., and 3) may not be otherwise operated so as to create a nuisance. Generators must be screened with a solid fence or densely planted evergreens.

6. Platted Building Lines: See subsection 12-101F of this code.

7. Special Orientation Requirement For Through Lots: If: a) fifty percent (50%) or more of the total number of lots on a frontage are through lots, and b) the fronts of the single-family dwellings located on fifty percent (50%) or more of the total number of through lots on that frontage face the same frontage, then development of a single-family dwelling on a through lot on the same frontage shall result in the front of such single-family dwelling facing the same frontage as fifty percent (50%) of the single-family dwellings on all through lots on the same frontage.

8. Front And Corner Side Yard Adjustment On Partially Developed Frontages: When a lot has a front or corner side yard located on a frontage in which fifty percent (50%) or more of the lots have already been developed, the front or corner side yard applicable to such lot shall be determined by taking the average of the setbacks of the buildings on all of the lots on such frontage, including the existing building on the subject lot, which if vacant for less than five (5) years, the building that previously sat on such lot shall be included, and excluding the highest and lowest setbacks for buildings on developed lots on such frontage and all lots containing nonresidential principal buildings or structures; provided, however, that no such front or corner side yard shall be permitted to be less than twenty five feet (25') in the R-1 and R-2 districts and twenty feet (20') in the R-3 and R-4 districts. When a lot has a front or corner side yard located on a frontage in which less than fifty percent (50%) of the lots have already been developed, the front or corner side yard applicable to such lot shall be determined by taking the average of the setbacks of the buildings on each of the developed lots and the required front or corner side yard in the zoning district for each of the undeveloped lots, including the existing building on the subject lot, which if vacant for less than five (5) years, the building that previously sat on such lot shall be included, and excluding the highest and lowest setbacks for buildings on developed lots on such frontage and all lots containing nonresidential principal buildings or structures; provided, however, that no such front or corner side yard shall be permitted to be less than twenty five feet (25') in the R-1 and R-2 districts and twenty feet (20') in the R-3 and R-4 districts. When a lot has a front or corner side yard located on a frontage that contains three (3) or less lots, the front or corner side yard applicable to such lot shall be determined by taking the average of the setbacks of all principal structures on such frontage, including the existing building on the subject lot, which if vacant for less than five (5) years, the building that previously sat on such lot shall be included, and excluding all lots containing nonresidential principal buildings or structures. When determining a front or corner side yard required pursuant to this subsection, all measurements of setbacks of existing buildings shall exclude all encroachments in front or corner side yards by covered, unenclosed porches authorized by subsection 15 of this section. When a through lot is located on a frontage where fifty percent (50%) or more of the total number of lots on the frontage are through lots, the front yard that is opposite the front yard toward which the front of the principal dwelling is oriented shall be fifty percent (50%) of the average front yard as determined under this subsection; provided, however, that no such front yard shall be permitted to be less than thirty five feet (35').

9. Side And Rear Yard Regulations For Accessory Structures And Uses: Parking areas wherever located and other detached accessory structures and uses when located within the rear twenty percent (20%) of the lot shall not be required to maintain an interior side or rear yard in excess of two feet (2'); provided, however, that when the rear yard of such lot abuts the side yard of an adjacent lot, then detached accessory structures and uses shall not be located closer than six feet (6') from said side yard, and provided further, however, that the exception provided by this subsection shall not apply to residential recreational facilities or antennas and antenna support structures. No accessory structure or use, or combination of such structures or uses, other than permitted accessory parking garages, located within an otherwise required side or rear yard pursuant to this subsection shall occupy more than thirty percent (30%) of such required yard.

10. Corner And Interior Side Yard Adjustment: The required corner side yard in the R-3 and R-4 districts may be reduced by one foot (1') for each foot of additional interior side yard provided in excess of

the applicable minimum interior side yard requirement; provided, however, that no such corner side yard shall be reduced to a size less than twenty feet (20').

11. Rear Yard Regulation For Decks: Decks shall not be required to maintain a rear yard in excess of twenty five feet (25') in the R-1 and R-2 districts nor in excess of fifteen feet (15') in the R-3 and R-4 districts.

12. Special Floor Area Ratio Standard: This maximum floor area ratio requirement shall not apply to prevent development of a total of two thousand eight hundred (2,800) square feet of gross building floor area.

13. Floor Area Bonus For Detached Garages: In determining the floor area ratio for lots having a detached garage and no other garage, exclude one-half ($\frac{1}{2}$) of the area of the detached garage, but not more than two hundred fifty (250) square feet.

14. Building Coverage Exceptions: Coverage by the following structures and portions of structures shall not be included in determining the amount of building coverage:

(a) Decks; and

(b) One-fourth ($\frac{1}{4}$) of the floor area of a detached garage located on a zoning lot having a detached garage and no other garage, but not more than one hundred twenty five (125) square feet; and

(c) The first two hundred (200) square feet of a porch if all of the following criteria are met: 1) the porch is covered, and 2) the porch is, and shall permanently remain, unenclosed, and 3) the porch is attached to that part of a single-family detached dwelling that fronts a required front yard or corner side yard, and either 4) in the case of a front yard, the portion of the porch to which the exemption applies lies between the widest apart side building lines of the dwelling or lies in front of the front building line of the dwelling extended or 5) in the case of a corner side yard, the portion of the porch to which the exemption applies lies between the frontmost and the rearmost building lines of the dwelling or lies in front of the corner side building line of the dwelling extended; provided, however, that this exemption shall not exceed a total of two hundred (200) square feet for any zoning lot.

15. Residential Lot Coverage: For residential lots under ten thousand (10,000) square feet, maximum lot coverage shall be sixty percent (60%).

16. Exception For Specified Structures: This limitation shall not apply to attached accessory structures, nor to air conditioning units, antennas, or antenna support structures, nor to any accessory structure protected by a fire separation wall approved by the village manager.

Section 10-104: Precode Structures:

A. Authority To Continue: Any precode structure may be maintained, altered, enlarged, rebuilt, restored, and repaired so long as it remains otherwise lawful, subject to the restrictions in subsections B through E of this section and subsection 10-101D of this article.

B. Maintenance, Repair, Alteration, And Enlargement: Any precode structure may be maintained, repaired, altered or enlarged; provided, however, that except as hereinafter expressly provided, no such maintenance, repair, alteration, or enlargement shall either create any new parking, loading, yard, bulk or space nonconformity or increase the degree of any parking, loading, yard, bulk, or space nonconformity of all or any part of such structure as it existed on the effective date of this code. Notwithstanding the preceding sentence:

1. Front And Rear Yard Vertical Extensions: Any portion of a precode structure that is nonconforming with respect to a required front or rear yard may be extended vertically within its existing perimeter walls but may not be extended horizontally; and

2. Side Yard Vertical Extensions: Any portion of a precode structure that is nonconforming with respect to a required side yard may be extended vertically within its existing perimeter walls; provided, however, that no such extension shall be allowed within ten feet (10') of any side lot line in the R-1 and R-2 districts or within six feet (6') of any side lot line in the R-3 and R-4 districts; and

3. Side Yard Horizontal Extensions: Any portion of a precode structure that is nonconforming with respect to a required side yard may be extended horizontally between the required front and rear yard lines at a distance from the side lot line equal to the greater of: a) the minimum existing distance between said

side lot line and said nonconforming portion or b) ten feet (10') in the R-1 and R-2 districts or six feet (6') in the R-3 and R-4 districts; and

4. **Roof Elevation Extensions:** Any portion of a precode structure that is nonconforming with respect to the permitted maximum elevation may be extended horizontally at an elevation in excess of said permitted maximum elevation; provided, however, that the top of the roof of such extension shall not exceed the top of the precode structure.

5. **Roof Height Extensions:** Any portion of precode structure located on a conforming lot in a single-family residential district that is nonconforming with respect to the permitted maximum height and that is a precode structure solely due to the nonconforming height of the structure may be extended: a) horizontally at a height in excess of said permitted maximum height but not in excess of the roofline of the existing structure or b) horizontally and vertically at a height in excess of the permitted maximum height but not in excess of the height of the structure as of the date of initial occupancy of the original structure, provided, however, that such extension shall not be permitted where the height of the structure as of the date of initial occupancy of the original structure exceeded the maximum height authorized by law; and, in either case, such extension shall not extend more than twenty four inches (24") beyond the exterior face of the exterior walls of said existing structure.

6. **Certain Garages Accessory To Certain Precode Detached Dwellings:** Notwithstanding the applicable maximum floor area and building coverage regulations and notwithstanding the limitations set in subsection C1 of this section, a detached garage accessory to, and on the same zoning lot as, a precode single-family detached dwelling structure may be demolished and replaced with a new detached garage if, but only if, all of the following conditions and standards are met: a) the dwelling was constructed prior to 1950, b) the dwelling does not have an attached garage, and c) the replacement garage does not exceed a total floor area of four hundred forty (440) square feet.

For the purposes of this subsection B, any vertical or horizontal extension of a precode structure in violation of subsection B5 of this section shall be construed to increase the degree of an existing nonconformity. For purposes of this subsection B, the provisions of subsection D of this section shall, where applicable, be applied in determining the existence and extent of any side yard nonconformity.

C. **Damage Or Destruction:** Any precode structure that is demolished, damaged, or destroyed by any means, whether or not within the control of the owner thereof, may be rebuilt, restored, or repaired; provided, however, that:

1. **Voluntary Damage:** In no event shall any demolition, damage, or destruction to such a structure caused by any means within the control of the owner be rebuilt, restored, or repaired except in conformity with all of the applicable district regulations other than minimum lot area and lot dimension regulations.

2. **Involuntary Damage:** In no event shall any damage or destruction to such a structure caused by any means not within the control of the owner be rebuilt, restored, or repaired so as to create any new parking, loading, yard, bulk, or space nonconformity or to increase the degree of any parking, loading, yard, bulk, or space nonconformity existing prior to such damage or destruction. For the purposes of this subsection C2, any vertical or horizontal extension of a structure in violation of the yard, bulk, or space regulations applicable in the district in which such structure is located shall be construed to increase the degree of an existing nonconformity, except that:

(a) **Front And Rear Yard Vertical Extensions:** Any portion of a precode structure that was, prior to such damage or destruction, nonconforming with respect to a required front or rear yard may be extended vertically within its existing perimeter walls but may not be extended horizontally; and

(b) **Side Yard Vertical Extensions:** Any portion of a precode structure that was, prior to such damage or destruction, nonconforming with respect to a required side yard may be extended vertically within its existing perimeter walls; provided, however, that no such extension shall be allowed within ten feet (10') of any side lot line in the R-1 and R-2 districts or within six feet (6') of any side lot line in the R-3 and R-4 districts; and

(c) **Side Yard Horizontal Extensions:** Any portion of a precode structure that was, prior to such damage or destruction, nonconforming with respect to a required side yard may be extended horizontally between the required front and rear yard lines at a distance from the side lot line equal to at least: 1) the minimum existing distance between said side lot line and said nonconforming portion as it existed prior to

such damage or destruction and 2) ten feet (10') in the R-1 and R-2 districts or six feet (6') in the R-3 and R-4 districts.

For purposes of this subsection C, the provisions of subsection D of this section shall, where applicable, be applied in determining the minimum yards required and the existence and extent of any side yard nonconformity.

D. Special Yard Regulations: Whenever any precode structure is located on a lot that does not comply with the lot area or lot width regulations of the district in which it is located, such structure may be maintained, altered, enlarged, rebuilt, restored, and repaired subject to the side yard regulations for such district as stated in subsection 10-105A of this article rather than the side yard regulations otherwise applicable in such district.

E. Moving: No precode structure shall be moved in whole or in part, for any distance whatsoever, to any other location on the same or any other lot unless the entire structure shall thereafter conform to the regulations of the zoning district in which it is located after being moved.

F. Driveways: A driveway that has been in existence in excess of twenty five (25) years may be reconstructed in its present location.

Section 10-105: Legal Nonconforming Lots Of Record:

A. Authority To Use For Single-Family Detached Dwellings In Residential Districts: In any residential district, notwithstanding the regulations imposed by any other provisions of this code, a single-family detached dwelling, and any permitted accessory structure, that complies with the regulations of this subsection may be erected, maintained, altered, enlarged, rebuilt, restored, and repaired on a legal nonconforming lot of record. Construction of such dwelling, and any accessory structure, shall comply with all the regulations applicable to such dwellings and accessory structures in the zoning district in which the lot in question is located, except that the following requirements shall apply in place of requirements otherwise applicable:

1. Maximum Elevation:

| | R-1 | R-2 | R-3 | R-4 | R-5 | R-6 |
|---|--|------------|----------------|------------|----------------|------------|
| (a) Principal structures | | | | | Not applicable | |
| (i) Smallest side yard provided of 14 feet or less | 34 feet plus 0.75 foot for each foot of side yard provided in excess of 6 feet, and not more than 14 feet, but not to exceed 40 feet | | | | Not applicable | |
| (ii) Smallest side yard provided of more than 14 feet and not more than 24 feet | 40 feet plus 20 percent of the difference between the smallest side yard provided and 14 feet | | | | Not applicable | |
| (iii) Smallest side yard of more than 24 feet | 42 feet plus 10 percent of the difference between the smallest side yard provided and 24 feet, but not to exceed 44 feet | | | | Not applicable | |
| (b) Accessory structures | Not applicable | | Not applicable | | Not applicable | |

2. Minimum Lot Area And Dimensions:

| | R-1 | R-2 | R-3 | R-4 |
|----------------------------------|------------|------------|------------|------------|
| (a) Total lot area (square feet) | 14,000 | 14,000 | 10,000 | 7,000 |
| (b) Lot width (feet): | | | | |
| (i) Interior lot | 70 | 70 | 50 | 50 |
| (ii) Corner lot | 80 | 80 | 50 | 50 |
| (c) Lot depth (feet) | 125 | 125 | 125 | 100 |

3. Minimum Side Yards (Feet):

| | R-1 | R-2 | R-3 | R-4 | R-5, R-6 |
|----------------------|---|---|--|--|---|
| (a) Corner lot: | | | | | |
| (i) Interior side | 10 feet | 10 feet | 6 feet | 6 feet | 6 feet |
| | or 6 feet plus 10 percent of lot width in excess of 50 feet, whichever is more | | | | |
| (ii) Corner side | 35 feet or 30 percent of lot width, whichever is less | 35 feet or 30 percent of lot width, whichever is less | 15 feet or 30 percent of lot width, whichever is greater | 15 feet or 30 percent of lot width, whichever is greater | 6 feet or 30 percent of lot width, whichever is greater |
| (b) Interior lot: | | | | | |
| (i) Minimum per yard | 10 feet | 10 feet | 6 feet | 6 feet | 6 feet |
| | or 6 feet plus 10 percent of lot width in excess of 50 feet, whichever is more | | | | |
| (ii) Minimum total | 30 percent of lot width up to, and including, 125 feet plus 35 percent of lot width in excess of 125 feet | | | | 20 feet or 30 percent of frontage, whichever is less |

B. Authority To Use For Permitted Uses In Nonresidential Districts: A legal nonconforming lot of record located in any district other than a residential district may be developed for any use permitted or specially permitted in the district in which it is located if, but only if, the development of such lot meets all requirements of the district in which it is located, including floor area ratio, coverage, and yard and setback requirements, except lot area, width, and depth requirements.

Section 12-206: Definitions (Applicable Definitions):**Nonconforming Lots & Structures**

Nonconforming Structure / Precode Structure: Any building or structure, other than a sign, lawfully existing as of June 18, 1988, or the date of any subsequent amendment to the village's zoning regulations that renders such building or structure nonconforming, that:

A. Does not comply with all of the regulations of this code, or any such amendment to it, governing parking, loading, or bulk and space requirements for the zoning district in which such building or structure is located; or

B. Is located on a lot that does not, or is so located on a lot as not to, comply with the area, dimension, yard, or setback requirements for the zoning district in which such building or structure is located; or

C. Both subsections A and B of this definition; except

D. Any building containing more than one dwelling unit in addition to the number permitted by the district regulations in the district where it is located shall be deemed to be a nonconforming use rather than a precode structure.

Nonconforming Lot Of Record: A lot of record that does not comply with the lot requirements for any use permitted in the district in which it is located.

Nonconforming Lot Of Record, Legal: A nonconforming lot of record that:

A. 1. Was created by a plat or deed recorded at a time when the creation of a lot of such size, shape, depth, and width at such location would not have been prohibited by any ordinance or other regulation; and

2. Is located in a residential district and meets the minimum lot area and lot dimension standards of subsection 10-105A of this code, or is located in a district other than a residential district; and

3. Was vacant on June 18, 1988, or became vacant thereafter by reason of demolition or destruction of a precode structure that is not authorized to be rebuilt or replaced pursuant to subsection 10-104C of this code; or

B. Was created pursuant to section 3-110 of this code.

Except as authorized pursuant to section 3-110 of this code, a legal nonconforming lot of record cannot be created by the sale or transfer of property that results in the creation of a nonconforming lot of record or that increases the degree of nonconformity of any existing nonconforming lot of record.

Lot Dimensions

Lot, Width Of: The shortest distance between side lot lines measured by a line passing through the point of the required front yard line equidistant from the points where the front yard line intersects the side yard lines (measured along the front yard line); provided, however, that the length of the front lot line shall not be less than eighty percent (80%) of the required minimum lot width except for curved front lot lines of legal nonconforming lots of record abutting a cul-de-sac which shall be not less than fifty percent (50%) of the required minimum lot width.

Lot Depth: The maximum straight line distance between the front and rear lot lines.

Yards / Setbacks

Yard: A required open space on a lot between a lot line and a yard line that is, except as otherwise expressly authorized by this code, unoccupied and unobstructed from grade to the sky.

Yard, Corner Side: A yard extending from the front yard line to the rear lot line between the corner side lot line of the lot and the corner side yard line.

Yard, Front: A yard extending across the entire front of a lot between the front lot line of the lot and the front yard line.

Yard Line, Corner Side: A line drawn parallel to a corner side lot line at a distance therefrom equal to the depth of the required corner side yard.

Yard Line, Front: A line drawn parallel to a front lot line at a distance therefrom equal to the depth of the required front yard. If the front lot line is not straight, then the front yard line shall be drawn as nearly parallel to such front lot line as possible but shall in no case be drawn closer to any point on such front lot line than the depth of the required front yard.

Yard Line, Rear: A line drawn parallel to a rear lot line at a distance therefrom equal to the depth of the required rear yard.

Yard Line, Side: A line drawn parallel to a side lot line at a distance therefrom equal to the depth of the required side yard.

Yard, Rear: A yard extending along the full length of the rear lot line between the side lot lines and between the rear lot line and the rear yard line, except that in the case of a corner lot the rear yard shall extend from the inner side lot line to the corner side yard line.

Yard, Required: The minimum yard depth designated in the regulations of this code establishing minimum front, corner side, side, and rear yard requirements for various uses, structures, and districts.

Yard, Side: A yard extending along a side lot line from the front yard to the rear yard between the side lot line and the side yard line.

Floor Area Ratio

Floor Area, Gross (For Determining Floor Area Ratio In Single-Family Residential Districts): Except as hereinafter provided, the sum of the gross horizontal areas of all floors of all stories and partial stories of a building, or of such area devoted to a specific use, measured from the exterior face of exterior walls or from the centerline of walls separating two (2) buildings or uses. Gross floor area shall include:

A. Fifty percent (50%) of all floor area located in a basement, except as provided in subsection 2(d) of this definition;

B. One hundred percent (100%) of all floor area located on any level, other than a basement, that is counted as a story or a half story; provided, however, that:

1. When any portion of a story or half story has no floor above it and has a ceiling height of seven feet (7') or more over an area that is twenty percent (20%) or less than the portion of the story or half story immediately below such portion it shall be excluded before any calculation of gross floor area pursuant to this subsection B; and

2. When any portion of a story or half story has no floor above it and has a ceiling height of seven feet (7') or more over an area that is less than one-half ($\frac{1}{2}$), but more than twenty percent (20%), of the portion of the story or half story immediately below such portion, then only fifty percent (50%) of the floor area of such portion that has a ceiling height of seven feet (7') or more shall be included; and

3. When any portion of a story or half story has no floor above it and has a ceiling height of seven feet (7') or more over an area that is equal to or greater than one-half ($\frac{1}{2}$) of the portion of the story or half story immediately below such portion, then one hundred percent (100%) of the floor area of such portion that has a ceiling height of seven feet (7') or more shall be included; and

4. For a single-family detached dwelling in the R-1, R-2, R-3 or R-4 district constructed prior to January 1, 1930: a) the floor area of the uppermost level of that dwelling, if that dwelling has two (2) full stories below the uppermost level, shall be excluded before any calculation of gross floor area pursuant to this subsection B and b) the floor area of the basement of that dwelling also shall be excluded before any calculation of gross floor area pursuant to this subsection B, provided, however, that such basement floor area shall not be excluded if that floor area is a part of any alteration or enlargement of that dwelling at any time after March 1, 2006, which alteration or enlargement changes the elevation of any portion of the first story of that dwelling; and

C. One hundred percent (100%) of all exterior area that is surrounded on eighty five percent (85%) or more of its perimeter by the walls of any structure.

For purposes of measuring gross floor area, all of the following shall, without limitation, be included:

- A. Elevator shafts and stairwells at each floor;
- B. Floor spaces and shafts, not including roof space, used for mechanical, electrical, and plumbing equipment;
- C. Penthouses;
- D. Interior balconies and mezzanines;
- E. Atria;
- F. Enclosed porches (but not open porches);
- G. Floor space used for accessory uses; and
- H. Where any space has a floor to ceiling height of more than fourteen feet (14'), each fourteen feet (14') in height, and any fraction thereof in excess of fourteen feet (14') of height or a multiple thereof, shall be treated as a separate floor.

Floor Area Ratio (FAR): The gross floor area of a building divided by the total lot area of the zoning lot on which it is located. For planned developments, the FAR shall be determined by dividing the gross floor area of all principal buildings by the net area of the site.

Story (For Determining Stories In Single-Family Residential Districts): Except as hereinafter provided, each level of a building included between the surface of any floor and the surface of the floor next above it, or if there is no floor above, then the space between the floor and the ceiling next above it. The various levels shall be treated as follows:

- A. A cellar shall not be counted as a story;
- B. A basement shall be counted as one-half ($\frac{1}{2}$) story;
- C. The first level that is neither a cellar nor a basement, whether or not located above a cellar or basement, shall be counted as the first full story;
- D. Except as provided in subsection E of this definition, any level located above such first full story shall also be counted as a full story; and
- E. Notwithstanding subsection D of this definition, the uppermost level of a structure:

1. Shall not be counted as a story when it has a ceiling height of seven feet (7') or more over a floor area that is twenty percent (20%) or less of the floor area of the next lower level;

2. Shall be counted as one-half ($\frac{1}{2}$) story when it has a ceiling height of seven feet (7') or more over a floor area that is more than twenty percent (20%) and less than one-half ($\frac{1}{2}$) of the floor area of the next lower level;

3. Shall be counted as a full story when it has a ceiling height of seven feet (7') or more over a floor area that is one-half ($\frac{1}{2}$) or more of the floor area of the next lower level.

For the purpose of determining the number of stories, the following rules shall apply:

A. The floor of a story may split levels provided that there is not more than four feet (4') difference in elevation between the different levels of the floor; and

B. Where any space has a floor to ceiling height of more than fourteen feet (14'), each fourteen feet (14') in height, and any fraction thereof in excess of fourteen feet (14') of height or a multiple thereof, shall be treated as a separate story.

Basement: A portion of a structure located partly underground having an average ceiling height above grade of more than three and one-half feet ($3\frac{1}{2}'$) but less than six feet (6').

Cellar: A portion of a structure located partly or wholly underground having an average ceiling height above grade of not more than 3.5 feet.

Building Height and Elevation

Elevation: As used in sections 3-110, 10-104 and 10-105 of this code, the vertical distance measured from top of foundation to the highest point of a building or structure. For the purposes of this definition:

A. "Top of foundation" shall mean a point one foot (1') above the lowest point of the foundation of a building or structure that is either: 1) above grade or 2) visible from the exterior of the building or structure; provided, however, that if the top of the lowest floor joist of the first full story of such building or structure is lower than said lowest point of the foundation, then the top of said floor joist shall be deemed to be the top of foundation; and

B. "Highest point of a building or structure" shall mean the point of said building or structure that is located at the highest vertical distance above the top of foundation. Notwithstanding the foregoing, the following shall not be included in determining said highest point: chimneys and railings, and any turrets, widow walks, and cupolas having no exterior length, width, or diameter in excess of nine feet (9').

Height: The vertical distance measured from grade to the highest point of the roof for flat roofs, or to the deck line for mansard roofs, or to the mean height between the principal eave and the highest ridge or point for gable, hip, and gambrel roofs, or to the highest point of a structure without a roof. When a parapet wall, a penthouse, or any similar structure is located on the roof of a building with a flat or mansard roof, the building height shall be measured to the highest point of said structure if any part of it extends above the height as measured pursuant to the first sentence of this definition. Notwithstanding the foregoing, the following shall not be considered in determining the height of a building: mechanical equipment; walls or similar structure designed exclusively for the purpose of screening mechanical equipment from view; chimneys and railings; and turrets, widow walks, or cupolas having no exterior length, width, or diameter in excess of nine feet (9').

Grade: The average level of the ground existing prior to any reshaping of the natural contours at the four (4) corners of a structure or proposed structure that are, respectively, closest to the four (4) points of intersection of the required front, rear and side yard lines. When the existing natural ground level slopes away from any such corner, then the level of the ground at such corner shall be measured at the lowest point lying within six feet (6') of such corner.

Lot Coverage & Building Coverage

Lot Coverage: The percentage of a lot's area covered by any building or structure, or any surface that has been compacted or covered with a layer of material so that it is resistant to infiltration by water. Such surfaces shall include, without limitation, driveways, patios, tennis courts, compacted graveled areas (but not uncompacted areas of decorative gravel), sidewalks, paved terraces and other similar surfaces that restrict the ability of water to drain, seep, filter or pass through into the ground below.

Building Coverage: The percentage of a lot's area covered by any building or structure.

Summary of Proposed Alternative Zoning Regulations

Proposed alternative zoning regulations for future properties included on the Historically Significant Structures Property List in the Historic Overlay District are summarized below and compared to the existing code requirements under Sections 3-110, 10-104, and 10-105 (included in Exhibit 4) to illustrate how additional flexibility could be provided to encourage building additions and renovation projects. Alternative zoning regulations are currently only proposed for properties in the R-1, R-2, R-3, and R-4 Single Family Residential Districts.

- **Front Yards** – The proposed regulations allow for a front yard setback at the block average similar to the current requirements in Section 3-110(I)(8), but would prohibit any new building extensions to encroach past the existing front yard setback of a structure, to encourage the preservation of the primary front façade of a building. Under Section 10-104(B)(1), a precode structure may only be extended vertically in the front and rear yard – horizontal extensions are not permitted if there is an existing non-conforming front or rear yard setback. For example, this means a homeowner could theoretically build a second-story addition onto their existing non-conforming house so long as it is within the existing footprint of the perimeter walls and would not be able to build an addition that encroaches further into the front setback. The proposed regulations would continue to limit horizontal extensions in the front yard to block average, so long as the building extension does not encroach past the existing front setback of the structure.
- **Rear Yards** – The proposed regulations allow for a reduction to the required rear yard setback to better encourage rear additions. Similar to front yards, only vertical extensions to precode structures are allowed in the rear yard per Section 10-104(B)(1) – horizontal extensions are not permitted if there is an existing non-conforming rear setback. Under the proposed regulations, horizontal extensions would be allowed in the rear of a lot, so long as it does not encroach into the reduced required rear yard included in the Alternative Bulk Regulations in Table 8-1.
- **Side Yards** – The proposed setbacks generally reflect the existing minimums required but use simplified formulas. Per Section 10-104(B)(2), precode buildings with non-conforming side yards can be extended vertically or horizontally if the existing non-conforming side yard setback is maintained or the extension is not located within 10 feet from any side lot line in the R-1 and R-2 Districts or within 6 feet from any side lot line in the R-3 and R-4 districts; whichever is greater. The proposed regulations use the minimum limits in terms of feet measured from the side lot line, but would no longer require the language for whatever is greater.

For example, a lot in the R-1 District with a lot width of 125 feet would require a 13.5 foot side yard setback. The existing historic precode structure has a non-conforming side setback of 12.5 feet. Under the current regulations of Section 10-104, a building addition in the side yard would have to maintain the existing 12.5 foot setback. Under the proposed regulations, that same historic structure would be allowed to expand the width of the addition by 2.5 feet by providing a 10 foot side yard setback. The 10 foot setback is currently the minimum side yard setback allowed for horizontal extensions to precode structures in the R-1 and R-2 District. However, many building additions would not be able to take advantage of the additional feet because the code includes the language whatever is greater between the existing non-conforming side yard setback and the minimum 10 feet.

- **Building Elevation** – Building elevation is defined as the vertical distance measured from one foot above the lowest point of the top of foundation to the highest point of a building or structure. Under Section 3-110 and Section 10-105, maximum elevation is calculated according to a formula based on the width of the smallest side yard. Section 10-104(B)(4) permits non-conforming elevations to be extended horizontally and can exceed the maximum elevation permitted by code, so long as the top of the roof of the extension does not exceed the top of the precode structure. The proposed standards allow for the same horizontal extensions, specifically requiring that all extensions cannot exceed the existing highest ridge line of the building, but simplify the requirements by removing the side yard calculations.

- Building Height – Building height is defined as the vertical distance measured from grade to the highest point of the roof for flat roofs, or to the deck line for mansard roofs, or to the mean height between the principal eave and the highest ridge or point for gable, hip, and gambrel roofs, or to the highest point of a structure without a roof. Under Section 3-110, maximum building height is calculated according to a formula based on the width of the smallest side yard.

Section 10-104(B)(5) includes provisions on roof height extensions, but is not applicable to most situations in the Village and it only applies to conforming lots. This section generally states that an existing precode structure with a non-complaint height may be extended horizontally and vertically so long as the extension does not exceed the height of the existing roofline and meets other limitations which largely eliminate many historic buildings. In the proposed regulations, a maximum building height is not included because building elevation limitations are already included to be put in place. Building elevation is based on the highest point of a building or the top of the ridge line, and is more effective for regulating projections above grade with an existing structure.

- Floor Area Ratio (FAR) – FAR has been waived for historic properties. Building additions or other improvements would still be regulated by building elevation, lot coverage, and building coverage to ensure that bulk and mass are appropriate.
- Building Coverage – There are no proposed changes to building coverage as currently required in Section 3-110. Based on an analysis of the four cases below, all examples had roughly 1,661 square feet to 4,255 square feet of remaining building coverage available at the current 25% lot area maximum, which appears to provide enough building coverage area for a building addition. Additionally, with the exception of 206 N. Washington, there have been no other recent past variation requests for an increase in building coverage. This seems to point to the fact that a major change to building coverage is not warranted at this time. Any requests would be handled through the formal variation process.
- Lot Coverage – A 10% increase to lot coverage is proposed, from 50% to 60%, provided that there are no adverse impacts on adjacent properties, evaluated during the engineering and building permit review process. Based on a review of past recent variation cases, an increase in total lot coverage was applied for 318 S. Garfield. For this case, additional impervious surface was due to a long driveway and rear hardscapes. The requested increase was for an additional 8.38% above the allowed 50% total lot coverage.
- Lot Area and Dimensions – Language is included to state that the existing lot area and dimensions are not to be reduced, intending to not allow for or encourage the subdivision of land. If a property owner needed to subdivide a property or move a lot line, they would be required to obtain approval of a Tentative and Final Plat in accordance with Title 11 of the Village Code and potentially a variation through the formal process.

The table below shows the existing bulk requirements in Section 3-110 compared to the alternative bulk regulations for properties listed on the Historically Significant Structures Property List currently included in Table 8-1 in Section 8-207. Please note that this is only a comparison to the general bulk requirements in Section 3-110 and does not factor in the extensive footnotes included in Section 3-110(l) and regulations for non-conforming precode structures and non-conforming lots in Article 10.

| | Existing Bulk Regulations - Section 3-110 [Refer to footnotes in Section 3-110(I) and Article 10 for non-conforming precode structures and lots] | | | | Proposed Alternative Bulk Regulations for Properties on the Historically Significant Structures Property List | |
|---|---|---|--|--------|---|--|
| | R-1 | R-2 | R-3 | R-4 | R-1 / R-2 | R-3 / R-4 |
| A. Maximum Height | | | | | | |
| (a) Feet | | | | | Not applicable | Not applicable |
| (i) Smallest side yard provided of 14' or less | | 30' | | | | |
| (ii) Smallest side yard provided of not less than 14' and not more than 24' | | 30' plus 20% of the difference between the smallest side yard provided and 14' | | | | |
| (iii) Smallest side yard of more than 24' | | 32' plus 10% of the difference between the smallest side yard provided and 24', but not to exceed 34' | | | | |
| (b) Stories | 3 | 3 | 3 | 3 | | |
| B. Maximum Elevation | | | | | | |
| (a) Smallest side yard provided of 14' or less | 37' plus 0.75' for each foot of side yard provided in excess of 10' and not more than 14', but not to exceed 40' | | 35.5' plus 0.75' for every foot of side yard provided in excess of 8' and not more than 14', but not to exceed 40' | | Not to exceed the highest existing ridge line | Not to exceed the highest existing ridge line |
| (b) Smallest side yard provided of more than 14' and not more than 24' | 40' plus 20% of the difference between the smallest side yard provided and 14' | | | | | |
| (c) Smallest side yard of more than 24' | 42' plus 10% of the difference between the smallest side yard provided and 24', but not to exceed 44' | | | | | |
| C. Minimum Lot Area and Dimensions ^{1,2} | | | | | | |
| 1. Total Lot Area (Square Feet) | 30,000 | 20,000 | 15,000 | 10,000 | Existing lot area and dimensions are not to be reduced in size | Existing lot area and dimensions are not to be reduced in size |
| 2. Lot Area Per Unit (Square Feet) | 30,000 | 20,000 | 15,000 | 10,000 | | |
| 3. Lot Width | | | | | | |
| (A) Interior Lot | 125' | 100' | 70' | 70' | | |
| (B) Corner Lot | 125' | 100' | 80' | 80' | | |
| 4. Lot Depth | 125' | 125' | 125' | 125' | | |
| D. Minimum Yards ^{2,3,4,5,6} | | | | | | |
| 1. Front ^{7,8,9} | 35' | 35' | 35' | 35' | Block average, as defined in Section 3-110(I)(8). In the event that block average is less than the existing front setback of the structure, the | Block average, as defined in Section 3-110(I)(8). In the event that block average is less than the existing front setback of the structure, the existing front setback shall |

Exhibit 5

| | | | | | | |
|--|---|-----------------------------|-----|-----|--|--|
| | | | | | existing front setback shall prevail as the minimum front yard required. | prevail as the minimum front yard required. |
| 2. Side Yards ⁹ | | | | | | |
| (A) Corner Lot ^{8,10} | | | | | | |
| (i) Corner Side | 35' | 35' | 35' | 35' | 35' or the existing corner side setback, whichever is less | 15' or the existing corner side setback, whichever is less |
| (ii) Interior Side | 10' | 10' | 8' | 8' | 10' | 6' |
| | | | | | or 6' plus 10% of lot width in excess of 50', whichever is more | |
| (B) Interior Lot ¹⁰ | | | | | | |
| (i) Minimum Per Yard | 10' | 10' | 8' | 8' | 10' | 6' |
| | | | | | or 6' plus 10% of lot width in excess of 50', whichever is more | |
| (ii) Minimum Total | 30% of lot width up to, and including, 125' plus 35% of lot width in excess of 125' | | | | | |
| 3. Rear ^{9,11} | | | | | | |
| (A) Corner Lot | 15% of lot depth, min. 25' | 15% of lot depth, min. 25' | 25' | 25' | 10% lot depth, minimum 15' | 15' |
| (b) Interior lot | 50' | 50' | 25' | 25' | 25' | 15' |
| E. Maximum Floor Area Ratio ^{12,13} | | | | | | |
| 1. Lots with a total lot area less than 10,000 square feet | | 0.25 plus 1,100 square feet | | | Not applicable | Not applicable |
| 2. Lots with a total lot area 10,000 square feet to 20,000 square feet | | 0.24 plus 1,200 square feet | | | | |
| 3. Lots with a total lot area greater than 20,000 square feet | | 0.20 plus 2,000 square feet | | | | |
| F. Maximum Building Coverage ¹⁴ | | | | | | |
| 1. Maximum combined total principal and accessory uses | 25% | 25% | 25% | 25% | 25% of lot area | 25% of lot area |
| 2. Maximum total accessory uses | 10% | 10% | 10% | 10% | 10% of lot area | 10% of lot area |
| G. Maximum Lot Coverage | 50% | 50% | 50% | 50% | 60% of the lot area, provided that there are no adverse impacts to adjacent properties | 60% of the lot area, provided that there are no adverse impacts to adjacent properties |

Zoning Board of Appeals (ZBA) Examples

Historic properties in four previous cases sent to the Zoning Board of Appeals (ZBA) were evaluated for review to determine how existing zoning regulations compared to the proposed alternative zoning regulations. It should be noted that only one of the four cases (318 S. Washington) would have been exempt from obtaining approval of a variation if the proposed zoning regulations were applied. It is important to note that each case is unique and these variation requests may not apply to historic properties at large, but additional analysis may be warranted to determine if the proposed zoning regulations provide enough flexibility.

1. 318 S. Washington – Request to increase total floor area ratio (FAR) and total lot coverage in order to enlarge an existing sunroom/four-season room. Without the 96 square foot room addition, the existing FAR and total lot coverage exceeded code requirements. With the proposed zoning regulations under the new regulations, the homeowner would have been able to complete this work by right without obtaining approval of a variation.
2. 206 N. Washington – Request to increase the maximum allowable floor area ratio square footage by 1,469 square feet and increase of 272 square feet to the maximum allowable building coverage in order to restore and construct an addition onto the existing home while maintaining the existing original coach house on the property. The proposed zoning regulations would have provided flexibility to FAR to complete this work by right, but the homeowner would still be required to obtain approval of a variation for building coverage.
3. 306 N. Garfield – Request to reduce the corner side yard setback by 13' 9" from the block average of 44'7" to 30'10" to allow for the construction of a porte cochere. If reviewed under the proposed regulations, this case would still require approval of a variation for the corner side setback. The proposed 30.83 foot corner side yard setback for the porte cochere would not have met the new 35 foot corner side yard requirement, but the variation request would have been reduced from 13.75 feet to 4.17 feet.
4. 108 E. Fifth Street – Request to reduce the side yard setback by 7.7 feet from the required 12.5 feet to 4.8 feet to allow for the construction of room addition. In this case, the existing side yard setback of the house was 4.8 feet and considered non-conforming. Under the proposed zoning regulations, the homeowner would still be required to obtain approval of a variation for a reduction to the side yard setback. However, less relief (5.2 feet) would be needed for approval by the ZBA as the required setback would measure 10 feet rather than the 12.5 feet.

Examples of Applying the Proposed Alternative Bulk Zoning Regulations to Historic Properties

Examples of four historic properties were analyzed to illustrate how the existing zoning code requirements would compare to the proposed zoning regulations. The examples include 244 E. First Street, 306 E. First Street, 420 S. Park Avenue, and 33 E. Fifth Street, which were chosen because they are either well-known historic properties or cases that have been discussed in the past.

On the annotated plat of surveys for each of these four properties, the required setback lines per the existing code requirements are shown in red and the setback lines for the proposed zoning regulations for historic properties are shown in blue. The intent of these exhibits is to visually show what the proposed zoning regulations will look like when applied to real-life examples in the Village and the full extent to which these regulations could help historic properties.

Please be aware these calculations are preliminary estimates only and certain requirements such as front setbacks, which are based on block averages that require verification via a survey, have not been verified by staff at this time. However, these examples are helpful for thinking about what bulk requirements would come into play if a homeowner pursued new construction versus an addition onto the existing historic home.

244 E. First Street

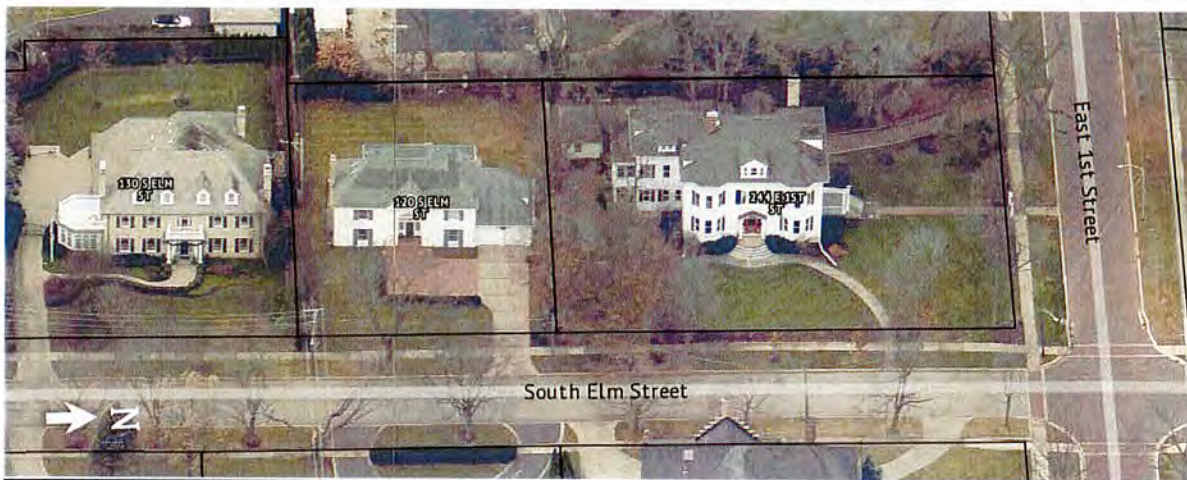
The property at 244 E. First Street, now demolished, was considered an existing non-conforming corner lot in the R-1 District. As shown in the table below, the lot did not meet the minimum lot size requirements listed in Section 3-110 and therefore would be subject to the requirements listed in Section 10-105 for legal non-conforming lots as well as Section 10-104 for precode structures.

The existing rear yard setback of approximately 21.5 feet was also non-conforming per the existing zoning regulations. Under the proposed standards for zoning flexibility, the existing historic building would have been considered code compliant with regards to rear yard setback and there would have been room for expansion to the south. Reduced interior side and rear yard setbacks may have allowed for additional space for a building addition.

Street View



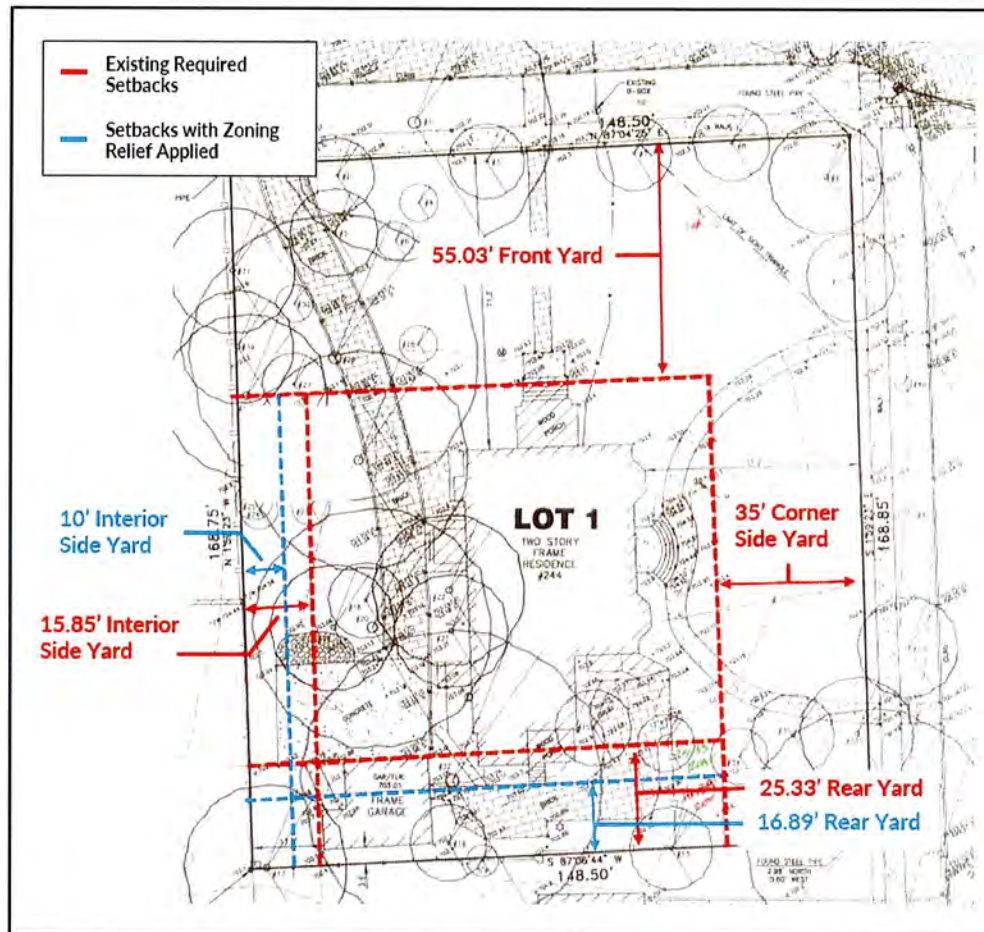
Birds Eye View



Existing Conditions - Lot Area and Dimensions

| | Existing Conditions | R-1 District Requirements - Section 3-110 | Requirements for Non-Conforming Lots in R-1 District - Section 10-105 |
|------------------|----------------------|--|--|
| Lot Area | 25,074.2 square feet | 30,000 square feet | 14,000 |
| Lot Width | 148.50 feet | 125 feet | 80 feet |
| Lot Depth | 168.85 feet | 125 feet | 125 feet |

Existing Versus Proposed Setbacks



| Yards | Existing Code Requirements – Section 10-105 | Proposed Zoning Regulations | Change Between Zoning Regulations |
|---------------|--|--|-----------------------------------|
| Front | 55.03' <i>Calculation: Block Average</i> | 71.3' (Existing Front Setback) <i>Calculation: Block Average, but not to encroach past existing front setback</i> | -16.27' |
| Corner Side | 35' <i>Calculation: 35 feet or 30 percent of lot width, whichever is less (148.5' x 30% = 44.55' / or / 35')</i> | 35' <i>Calculation: 35', or existing setback; whichever is less</i> | None |
| Interior Side | 15.85' <i>Calculation: feet; or 6 feet plus 10 percent of lot width in excess of 50 feet, whichever is more (148.5' - 50' x 10% + 6 = 15.85')</i> | 10' <i>Calculation: 10' per yard</i> | +5.85' |
| Rear | 25.33' <i>Calculation 15% of lot depth, min. 25' (15% x 168.85' = 25.33')</i> | 16.89' <i>Calculation: 10% lot depth; minimum 15' (10% x 168.85' = 16.89')</i> | +8.44' |

306 E. First Street

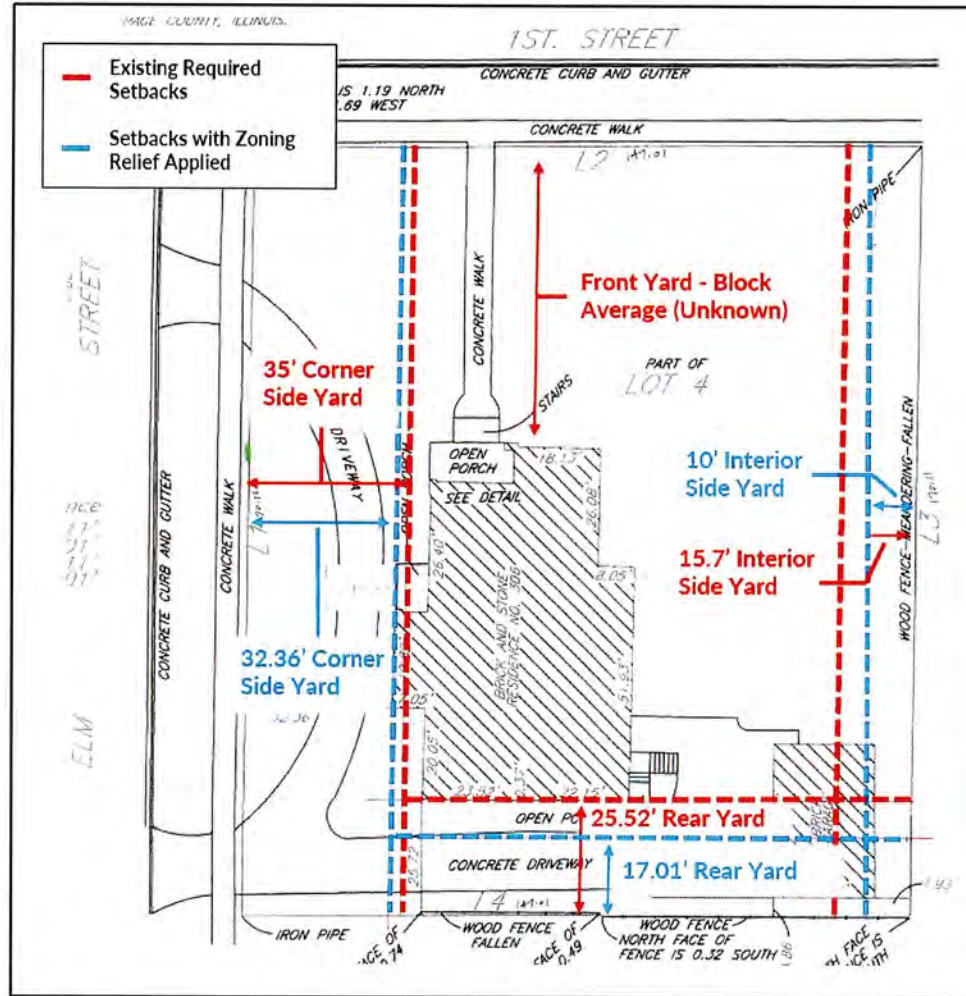
The property is considered an existing non-conforming corner lot in the R-1 District. As shown in the table below, the lot does not meet minimum lot size requirements per Section 3-110 and therefore is subject to Section 10-105 for legal non-conforming lots as well as Section 10-104 for precode structures.

For both the existing and proposed zoning district regulations, neither set of standards helped in allowing the existing porte-cochere to be enclosed or would allow for an addition in the corner side yard. However, the proposed alternative bulk regulations would allow for an expansion of about 8.5 feet to the south of the building in the rear yard, whereas the existing regulations would not allow for any expansion. There is also a slight gain of 5.7' in the interior side yard.

Street View**Birds Eye View****Existing Conditions - Lot Area and Dimensions**

| | Existing Conditions | R-1 District Requirements - Section 3-110 | Requirements for Non-Conforming Lots in R-1 District - Section 10-105 |
|------------------|-----------------------|--|--|
| Lot Area | 25,0007.8 square feet | 30,000 square feet | 14,000 |
| Lot Width | 147.01 feet | 125 feet | 80 feet |
| Lot Depth | 170.11 feet | 125 feet | 125 feet |

Existing Versus Proposed Setbacks



| Yards | Existing Code Requirements – Section 10-105 | Proposed Zoning Regulations | Change Between Zoning Regulations |
|---------------|--|--|-----------------------------------|
| Front | Block Average (Unknown) – Existing Setback Roughly 66' Calculation: Block Average | Block Average (Unknown) – Existing Setback Roughly 66' Calculation: Block Average, but not to exceed existing structure setback | N/A |
| Corner Side | 35' Calculation: 35 feet or 30 percent of lot width, whichever is less (147.01' x 30% = 44.1' / or / 35') | 32.36' (Existing Setback) Calculation: 35', or existing setback; whichever is less | +2.64' |
| Interior Side | 15.7' Calculation: 10 feet; or 6 feet plus 10 percent of lot width in excess of 50 feet, whichever is more (147.01' - 50' x 10% + 6 = 15.7) | 10' Calculation: 10' per yard | +5.7' |
| Rear | 25.52' Calculation: 15% of lot depth, min. 25' (15% x 170.11' = 25.52') | 17.01' Calculation: 10% lot depth; minimum 15' (10% x 170.11' = 17.01') | +8.51' |

420 S. Park Avenue

Because the lot does not meet the minimum lot size requirements listed in Section 3-110, it is subject to the requirements listed in Section 10-105 for legal non-conforming lots as well as Section 10-104 for precode structures. The existing north setback is also considered non-conforming.

The existing required setbacks under the current code allows for little to no space for a building addition, such as an attached garage, on the south side of the building without approval of a variation. When reviewed under the proposed regulations, not only does the structure become conforming in regards to the existing north interior side yard setback, but additional area is provided to allow for an addition to the south of the structure. By allowing for a couple of extra feet of setback relief, a future property owner may be able to build an addition or attached garage on the south side of the home.

Street View



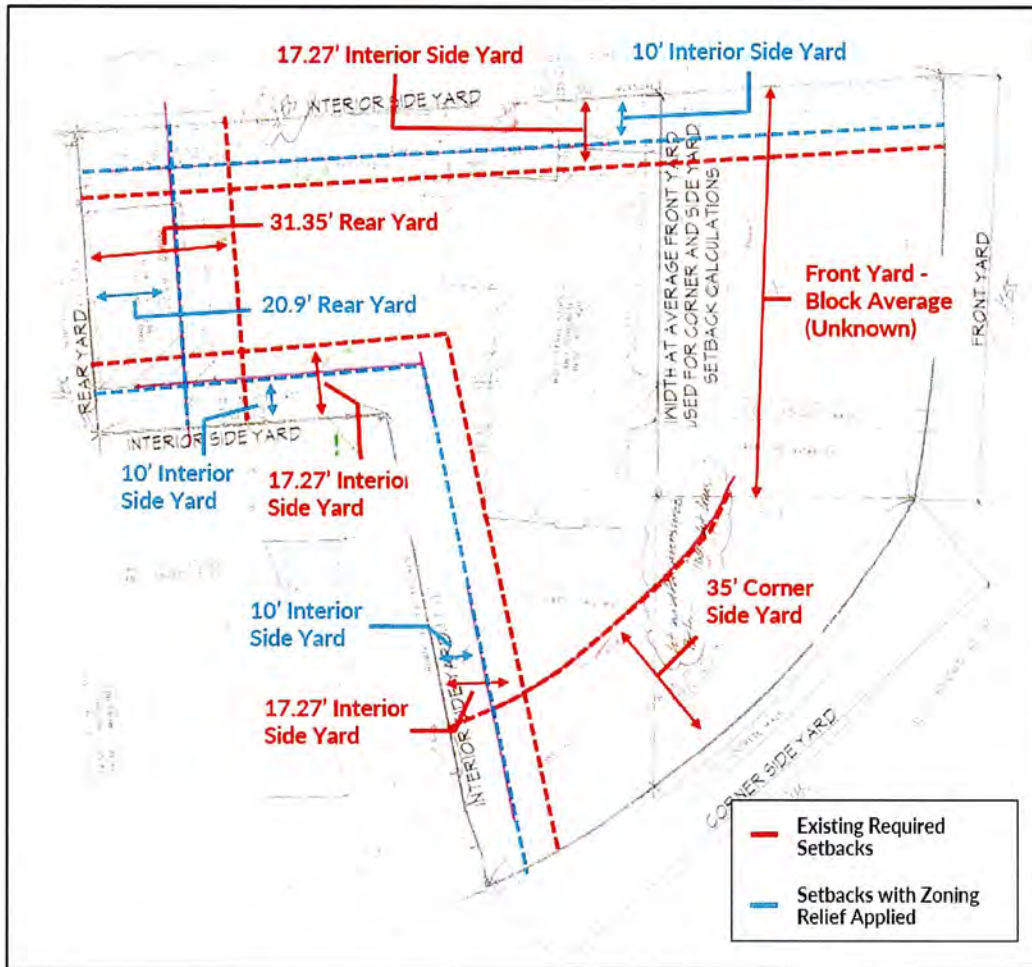
Birds Eye View



Existing Conditions - Lot Area and Dimensions

| | Existing Conditions | R-1 District Requirements - Section 3-110 | Requirements for Non-Conforming Lots in R-1 District - Section 10-105 |
|------------------|-------------------------|---|---|
| Lot Area | 25,428 square feet | 30,000 square feet | 14,000 |
| Lot Width | 162.65 feet (estimated) | 125 feet | 80 feet |
| Lot Depth | 209 feet | 125 feet | 125 feet |

Existing Versus Proposed Setbacks



| Yards | Existing Code Requirements – Section 10-105 | Proposed Zoning Regulations | Change Between Zoning Regulations |
|---------------|--|---|-----------------------------------|
| Front | Block Average (Unknown) – Existing Setback Roughly 58' <i>Calculation: Block Average</i> | Block Average (Unknown) – Existing Setback Roughly 58' <i>Calculation: Block Average, but not to exceed existing structure setback</i> | N/A |
| Corner Side | 35' <i>Calculation: 35 feet or 30 percent of lot width, whichever is less (162.65' x 30% = 48.8' / or / 35')</i> | 35' <i>Calculation: 35', or existing setback; whichever is less</i> | None |
| Interior Side | 17.27' <i>Calculation: 10 feet; or 6 feet plus 10 percent of lot width in excess of 50 feet, whichever is more (162.65' - 50' x 10% + 6 = 17.27')</i> | 10' <i>Calculation: 10' per yard</i> | +7.27' |
| Rear | 31.35' <i>Calculation: 15% of lot depth, min. 25' (15% x 209' = 31.35')</i> | 20.9' <i>Calculation: 10% lot depth; minimum 15' (10% x 209' = 20.9')</i> | +10.45' |

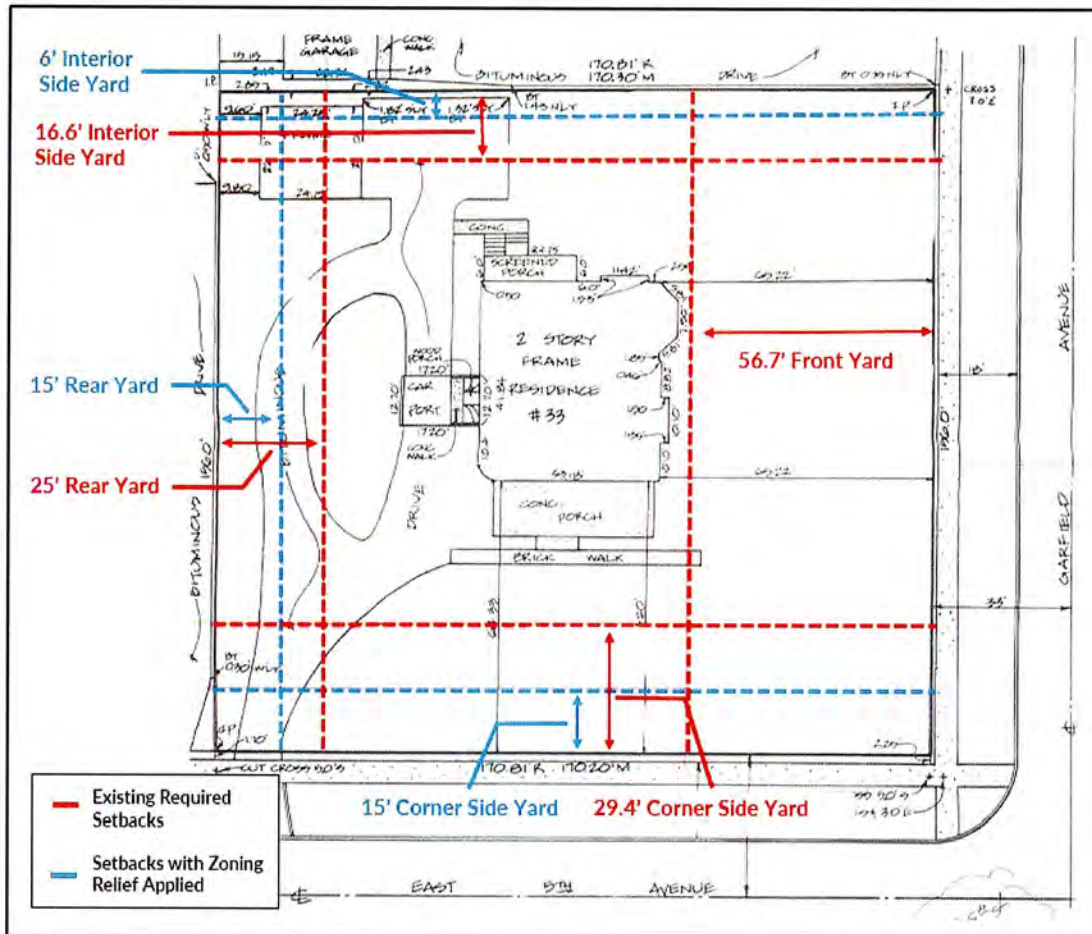
33 E. Fifth Street

The property located at 33 E. Fifth Street is considered a conforming corner lot in the R-4 District and therefore is subject to the bulk regulations in Section 3-110. In this case, there is not as significant of a benefit created from the proposed zoning relief due to the large size of the existing lot (particularly in relation to the R-4 District requirements) and the existing setbacks. There is ample room already for a building addition on this lot if needed. For this case, the design of a building addition would be largely impacted by changes to building height, building elevation, and FAR.

Street View**Birds Eye View****Existing Conditions - Lot Area and Dimensions**

| | Existing Conditions | R-4 District Requirements - Section 3-110 |
|-----------|----------------------|---|
| Lot Area | 26,646.3 square feet | 10,000 square feet |
| Lot Width | 156 feet (estimated) | 80 feet |
| Lot Depth | 170.81 feet | 125 feet |

Existing Versus Proposed Setbacks



| Yards | Existing Code Requirements – Section 10-105 | Proposed Zoning Regulations | Change Between Zoning Regulations |
|---------------|--|---|-----------------------------------|
| Front | Block Average (Unknown) – Estimated to be 56.7'; Existing Setback of 65.22' <i>Calculation: Block Average</i> | Block Average (Unknown) – Existing Setback of 65.22' <i>Calculation: Block Average, but not to exceed existing structure setback</i> | N/A |
| Corner Side | 29.4' <i>Calculation: Block Average</i> | 15' <i>Calculation: 15', or existing setback; whichever is less</i> | +14.4' |
| Interior Side | 16.6' <i>Calculation: 8 feet; or 6 feet plus 10 percent of lot width in excess of 50 feet, whichever is more (156' - 50' x 10% + 6 = 16.6")</i> | 6' <i>Calculation: 6' per yard</i> | +10.6' |
| Rear | 25' <i>Calculation: 25'</i> | 15' <i>Calculation: 15'</i> | +10' |

The Secretary of the Interior's Standards for Rehabilitation

The Secretary of the Interior's Standards for Rehabilitation are widely accepted as the basis for how historic buildings should be rehabilitated and are regularly used at the federal, state, and local levels to guide and evaluate the appropriateness of repairs, alterations, and construction work. The Standards allow buildings to be changed to meet contemporary needs, while ensuring that those features that make buildings historically and architecturally distinctive are preserved. The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings is available to download from the following link on National Park Service's website:

<https://www.nps.gov/tps/standards/rehabilitation/rehabilitation-guidelines.pdf>

A separate document, *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings*, has also been prepared to provide recommendations and guidance on making historic buildings more sustainable while simultaneously preserving their historic character. The document is available to download from the following link on National Park Service's website:

<https://www.nps.gov/tps/standards/rehabilitation/sustainability-guidelines.pdf>

The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings also provides practical guidance on the preservation, rehabilitation, restoration, and reconstruction of historic buildings. The full document may be downloaded from the following link on National Park Service's website:

<https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>

Preliminary Financial Evaluation of Preservation Incentives

1. **Matching Grants / Historic Preservation Fund** – The Village Board would be able to approve funding for a range of preservation activities, including grants for exterior improvements. As part of each annual budget cycle, the Board would determine if a portion of the Village's budget should be allocated to the Historic Preservation Fund. Gifts and donations from private sources would also be accepted.

Possible Financial Impacts: The impact to the Village would be dependent on the final amount allocated via the budget process. It is unknown how much funding would be provided from gifts and donations. The amount will generally fluctuate each year. As proposed, the Village Board would be able to approve funding for 50% of eligible project costs, up to a maximum of \$10,000 per project provided by the Village, with a maximum investment of \$20,000 required by the applicant. Applicants can apply for smaller projects that with eligible costs less than \$20,000. For example, in a case where an eligible project costs \$10,000, an applicant may be eligible for \$5,000 in grant funding provided by the Village.

2. **Fee Waivers** – This incentive would allow the waiving of fees for building permits, applications for landmark or historic district designation, Certificate of Appropriateness applications, and other planning / zoning applications that may be tied to exterior work. The Village currently charges the following fees, may include both a non-refundable amount and an initial refundable amount placed in escrow to cover legal, administrative, and public notice costs. Escrow costs can entail the following:
 - For a hiring a court reporter for a public hearing, it costs \$125/hour plus transcription based on the number of pages, which typically totals at least \$300 for a standard public hearing.
 - Notices for public hearings or public meetings in the newspaper cost \$2.10 per line. Based on past examples, the average cost ranges between \$175 to \$375 depending on the number of lines.
 - According DuPage County's website, recording fees costs \$67 for standard documents, with additional charges for plats and other exhibits.

| Village Application Fees | | | |
|---|--------------------------------|-----------------------|-----------------------|
| Application Type | Non-Refundable Application Fee | Initial Escrow Amount | Total Application Fee |
| Map Amendment (Rezoning) | \$350 | \$1,650 | \$2,000 |
| Exterior Appearance / Site Plan Review | \$250 | \$350 | \$600 |
| Exterior Appearance / Site Plan Review - Within 250 Feet of Single-Family | \$350 | \$450 | \$800 |
| Variation Request | \$250 | \$600 | \$850 |
| Sign Permit Review | \$100 | \$0 | \$100 |
| Certificate of Zoning Compliance | \$50 | \$0 | \$50 |
| Landmark Designation | \$0 | \$0 | \$0 |
| Certificate of Appropriateness | \$0 | \$0 | \$0 |

Possible Financial Impacts:

- **Landmark Designation & Certificate of Appropriateness (COA) Application Fees**. The Village is currently assuming costs for landmark designation and COA applications, which can include fees for recording, publishing notices in the newspaper, and hiring a court reporter for public hearings. The financial impacts to the Village for waiving these fees appears to be minimal. If a fee was to

be charged, it would likely be in line with an Exterior Appearance / Site Plan Review due to similarities in the number of meetings, notice requirements, and costs.

- Planning & Zoning Application Fees. The financial impacts for waiving fees for applications brought before the Plan Commission, Zoning Board of Appeals, and/or Village Board is unknown because the number of eligible properties and projects is yet to be determined. The impacts would likely increase if Downtown commercial properties are placed on the Historically Significant Structures List and utilize the program on a regular basis.
- Building Permit Fees. Title 9-1-4 of the Village Code outlines the required building permit fees. In general, permit fees for new structures and building additions are based on floor area (the size of a project in square feet) whereas permit fees for remodeling and alterations where no new square footage is added is based on the value of construction.

The table below shows past building permit fees charged for single-family homes in the Robbins Park Historic District over the span of several years to show the average fee that the Village Board can expect to be waived per case if this program was approved. The average permit fee for alterations and additions was \$4,830, when excluding the major outlier for 329 E. 6th Street.

| Past Permits for Single-Family Homes in the Robbins Historic District | | | |
|--|-----------------------------|------------------|--------------------|
| Address | Building Permit Type | Valuation | Permit Fees |
| 134 S. Park | Addition/Renovation | \$150,000 | \$3,182 |
| 304 S. Lincoln | Renovation | \$50,000 | \$1,567 |
| 307 S. Lincoln | Addition/Renovation | \$80,000 | \$2,590 |
| 231 E. Third | Addition/Renovation | \$500,000 | \$8,965 |
| 318 S. Garfield | Addition/Renovation | \$222,000 | \$6,264 |
| 329 E. 6 th Street | Renovation | \$1,200,000 | \$24,334* |
| 46 S. County Line Road | Addition/Renovation | \$400,000 | \$9,983 |
| 731 S. Elm | Renovation | \$230,000 | \$5,542 |
| 202 E. 4 th Street | Addition/Renovation | \$150,000 | \$725 |
| 430 E. 3 rd Street | Addition/Renovation | \$800,000 | \$4,648 |
| Average Permit Fee | - | - | \$6,780* |
| *Average permit fee is \$4,830 when excluding one permit outlier. | | | |

If the Village waived ten (10) building permit fees in a year, the anticipated annual loss in revenue would be \$48,300. The average permit fee costs for a commercial property that may entail an addition or exterior alteration is unknown at this time.

Annual building permit data from 2016 to 2020 is provided below that shows the permit revenue received by the Village and the number of permits issued per year. If the Village waived ten (10) building permit fees at an estimated amount of \$48,300, this would equate to a loss of about 4.1% of the total revenue received from building permits in 2020 (\$1,168,160).

| Building Permit Data, 2016-2021 | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|
| | 2016 | 2017 | 2018 | 2019 | 2020 |
| Permit Revenue | \$1,184,279 | \$1,149,426 | \$1,568,186 | \$1,267,318 | \$1,168,160 |
| Total Permits | 932 | 999 | 1,077 | 1,054 | 1,076 |
| Residential Additions / Alterations | 135 | 162 | 166 | 203 | 172 |
| Commercial Additions / Alterations | 47 | 68 | 75 | 53 | 41 |

3. **Village Property Tax Rebate Program** – This program would provide a rebate for the Village portion of property taxes collected over a maximum of five (5) years when a property owner performs substantial exterior alterations, rehabilitation, or restoration work.

If the Village portion of a property tax bill collected in 2020 was \$2,500, a property owner could be eligible to receive a rebate of approximately \$12,500 over five (5) consecutive years after completing eligible exterior improvements. The actual amount for the Village portion of a property tax bill may vary annually due to changes in the assessed value or other factors, so please note this is an estimate only.

To be considered for this incentive, a minimum investment of \$50,000 would be required on eligible exterior improvements, which could include construction costs and costs for architectural, planning, engineering, design services, and historic preservation services. The Village would provide a rebate to the property owner at the end of each year after an approved project is completed, final inspections are passed, the property tax bill is paid in full, and a Property Tax Rebate Reimbursement Request is submitted to the Village.

Property Tax Information. The Village's portion of the tax bill is 7.278% for DuPage County (Downers Grove Township) and 6.755% for Cook County. Several examples are included below to show the amount of property taxes paid to the Village for both residential and commercial properties. The tables help provide a sense of how much the Village would forgo in property taxes on average each year for different property types.


Historic Homes Recently For Sale - 2020 DuPage County Property Tax Information

| Address | Property Size | Fair Market Value | Assessed Value (Land + Building) | Total Tax Bill | Village Portion of Tax Bill |
|----------------------------------|---------------|-------------------|----------------------------------|----------------|-----------------------------|
| 420 S. Park Avenue | 0.58 acres | \$2,369,900 | \$789,900 | \$39,706.00 | \$2,889.70 |
| 202 E. 4th Street | 1.03 acres | \$2,501,400 | \$833,700 | \$42,193.68 | \$3,070.76 |
| 114 S. Stough Street | 0.56 acres | \$777,440 | \$320,810 | \$16,353.94 | \$1,190.19 |
| 132 N. Vine Street | 0.11 acres | \$395,200 | \$131,720 | \$6,153.96 | \$447.86 |
| 306 E. 1st Street | 0.57 acres | \$1,700,000 | \$566,610 | \$28,578.22 | \$2,079.85 |
| 14 S. Park Avenue | 0.27 acres | \$721,000 | \$240,300 | \$11,689.04 | \$850.70 |
| 121 S. County Line (Cook County) | 0.68 acres | \$1,775,590 | \$177,559 | \$38,375.67 | \$2,535.48 |

Historic Buildings in the Downtown - 2020 DuPage County Property Tax Information

| Address | Property Size | Assessed Value (Land + Building) | Total Tax Bill | Village Portion of Tax Bill |
|--|---------------|----------------------------------|----------------|-----------------------------|
| 33-37 S. Washington Street - Starbucks | 0.11 acres | \$463,370 | \$24,806.98 | \$1,719.10 |
| 101 S. Washington Street - Marcus | 0.11 acres | \$432,250 | \$23,140.94 | \$1,603.64 |
| 42 S. Washington Street | 0.07 acres | \$312,140 | \$16,710.74 | \$1,158.03 |
| 50 S. Garfield Avenue - Dips & Dogs | 0.14 acres | \$116,390 | \$6,231.06 | \$431.80 |
| 112-14 S. Washington Street - Vistro | 0.19 acres | \$462,130 | \$24,740.60 | \$1,714.49 |

Example – 420 S. Park Avenue. The table below shows the breakdown of the property taxes collected for 420 S. Park. The Village property tax portion collected in 2020 was \$2,889.70. Although the annual tax amount will slightly change each year (and most likely slightly increase alongside an increase in the assessed value), for the purposes of providing an estimate of the potential loss in revenue to the Village, the 2020 property tax amount was used in the calculation for all 5 years that the rebate would theoretically be extended. If the Village portion of the property taxes for 420 S. Park was rebated for 5 years with an approved project by the HPC and Village Board, the property owner would save roughly \$14,448.85 over the total 5 years.

| 420 S. Park Avenue – Property Tax Information | | | | |
|--|---------------------------------|--------------------|--------------------|-----------------------|
|  <ul style="list-style-type: none"> • Building Size: 6,765 Square Feet • Property Size: 0.58 acres • Interior: 6 Bedrooms, 6 Full Bathrooms, 1 Partial Bathrooms • Current Sale Price: \$2,199,000 • Assessed Value: \$789,900 | Tax Body | 2019 | 2020 | 2020 Tax Distribution |
| | Grade School District 181 | \$19,267.54 | \$18,413.97 | 46.376% |
| | High School District 86 | \$12,032.87 | \$12,572.99 | 31.665% |
| | Village of Hinsdale | \$2,781.52 | \$2,889.70 | 7.278% |
| | College of DuPage | \$1,577.60 | \$1,646.72 | 4.147% |
| | County of DuPage | \$1,236.14 | \$1,253.23 | 3.156% |
| | Hinsdale Public Library | \$1,192.82 | \$1,240.00 | 3.123% |
| | DuPage Forest Preserve District | \$927.66 | \$938.56 | 2.364% |
| | Downers Grove Township RD | \$380.92 | \$394.89 | 0.995% |
| | Downers Grove Township | \$232.28 | \$240.67 | 0.606% |
| | DuPage County Airport Authority | \$105.31 | \$115.27 | 0.290% |
| | Total Tax Bill | \$39,734.66 | \$39,706.00 | -- |

Possible Financial Impacts. The tables below show the total costs or loss in property tax revenue to the Village over 5 years for different examples of historic single-family homes and buildings in the downtown based on the property tax bill in 2020.

| Historic Single-Family Residential Properties | | | | |
|---|----------------------------------|----------------|------------------------------------|-------------------------|
| Address | Assessed Value (Land + Building) | Total Tax Bill | Village Portion of Tax Bill (2020) | Total Cost Over 5 Years |
| 420 S. Park Avenue | \$789,900 | \$39,706.00 | \$2,889.70 | \$14,448.50 |
| 202 E. 4th Street | \$833,700 | \$42,193.68 | \$3,070.76 | \$15,353.80 |
| 114 S. Stough Street (Two PINs) | \$320,810 | \$16,353.94 | \$1,190.19 | \$5,950.95 |
| 306 E. 1st Street | \$566,610 | \$28,578.22 | \$2,079.85 | \$10,399.25 |
| 14 S. Park Avenue | \$240,300 | \$11,689.04 | \$850.70 | \$4,253.50 |
| 121 S. County Line (Cook County) | \$177,559 | \$38,375.67 | \$2,535.48 | \$12,677.40 |
| Average | | | \$1,866.36 | \$10,513.90 |

| Historic Mixed-Use Buildings in the Downtown | | | | |
|---|---|-----------------------|---|--------------------------------|
| Address | Assessed Value (Land + Building) | Total Tax Bill | Village Portion of Tax Bill (2020) | Total Cost Over 5 Years |
| 33-37 S. Washington Street - Starbucks | \$463,370 | \$24,806.98 | \$1,719.10 | \$8,595.50 |
| 101 S. Washington Street - Marcus | \$432,250 | \$23,140.94 | \$1,603.64 | \$8,018.20 |
| 42 S. Washington Street | \$312,140 | \$16,710.74 | \$1,158.03 | \$5,790.15 |
| 112-14 S. Washington Street - Vistro | \$462,130 | \$24,740.60 | \$1,714.49 | \$8,572.45 |
| Average | | | \$1,325.41 | \$7,744.08 |

Financial Impact – Cost of Five Rebates Approved in a Year. If the Village approved five (5) property tax rebates in a year, the annual loss in revenue is estimated as follows based on land use type:

- Single-Family: Average of \$10,513.90 in property tax rebates x 5 approved cases = \$52,569.50
- Downtown Mixed-Use: Average of \$7,744.08 in property tax rebates x 5 approved cases = \$38,720.38

It should be noted that the estimates for the annual impact each year depends on the prior number of rebates approved (the overall number would compound every year). Based on the estimates above, the program will result in a decrease in revenue, but additional program details need to be determined to estimate the impact, such as if both historic residential and commercial properties will be allowed to participate or be eligible and if there will be a minimum investment for improvements.

4. **Expedited & Streamlined Processes** - The Village would offer expedited processing of building permits and other planning and zoning applications such as for Variations, Landmark Designation, Certificate of Appropriateness, Exterior Appearance / Site Plan Review, and Signage.

Possible Financial Impacts. Overall, this incentive will likely cause a minimal decrease to revenue. However, there may be a need to send out reviews to outside consultants / plan reviewers depending on staff workload and processing time, particularly if this incentive is open to commercial permit applications. The use of consultants would increase costs to the Village.



**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Village of Hinsdale
Address: N/A
City/Zip: Hinsdale, Illinois 60521
Phone/Fax: (630) 789-7030 /
E-Mail: comdev@villageofhinsdale.org

Owner

Name: N/A - Not Applicable
Address:
City/Zip:
Phone/Fax: () /
E-Mail:

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

Name:
Title:
Address:
City/Zip:
Phone/Fax: () /
E-Mail:

Name:
Title:
Address:
City/Zip:
Phone/Fax: () /
E-Mail:

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

- 1) Robert McGinnis - Director of Community Development / Building Commissioner
- 2) Bethany Salmon - Village Planner
- 3)

II. SITE INFORMATION

Address of subject property: N/A

Property identification number (P.I.N. or tax number): N/A - - - -

Brief description of proposed project: Map Amendment and Text Amendment to Article 8, Section 11-503(F), Section 3-110, and Section 10-104 of the Hinsdale Zoning Ordinance and to Chapters 1, 2, 6, and 7 of Title 14 of the Village Code to allow for the creation of
of a Historic Overlay District and related code amendments.

General description or characteristics of the site: The Historic Overlay District is to include properties in the R-1, R-2, R-3, R-4, B-1, B-2, B-3, O-1, O-2, IB, HS, OS Districts. Specific properties on the Historically Significant Structures Property List will be determined in the
future in accordance with the proposed regulations included in Title 14 of the Village Code and Article 8 of the Zoning Code.

Existing zoning and land use: N/A

Surrounding zoning and existing land uses:

North: N/A

South: N/A

East: N/A

West: N/A

Proposed zoning and land use: N/A

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

- ☐
- Site Plan Approval 11-604

- ☐ Design Review Permit 11-605E

- ☐ Exterior Appearance 11-606E

- ☐ Special Use Permit 11-602E
Special Use Requested: _____

- Map and Text Amendments 11-601E**
Amendment Requested: Map Amendment & Text Amendment
 to Article 8, Section 11-503(F), Section 3-110, and Section 10-104 of the
Zoning Code & Chapters 1, 2, 6, and 7 of Title 14 of the Village Code

- ☐
- Planned Development 11-603E

- ☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: N/A

The following table is based on the N/A Zoning District.

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

* Must provide actual square footage number and percentage.

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

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 8th day of February, 2022, I/We have read the above certification, understand it, and agree to abide by its conditions.

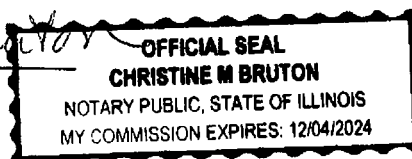
Kathleen A. Gargano
Signature of applicant or authorized agent
Kathleen A. Gargano
Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 8th day of
February, 2022.

Christine M. Bruton
Notary Public





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

Must be accompanied by completed Plan Commission Application

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

Address of the subject property N/A

Description of the proposed request: Map Amendment to Establish a Historic Overlay District alongside concurrent Text Amendment - Request by the Village of Hinsdale

REVIEW CRITERIA

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

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

1. The consistency of the proposed amendment with the purpose of this Code.
The proposed Map Amendment would create a Historic Overlay District and associated regulations in order to offer a suite of incentives to identified historically significant properties throughout the Village to encourage historic preservation and preserve the character of the community.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
The amendment would create a Historic Overlay District that includes the R-1, R-2, R-3, R-4, B-1, B-2, O-1, O-2, IB, HS, and OS Districts. The O-3, B-3, R-5, and R-6 Districts are excluded.
3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.
The selected districts are comprised of a mix of land uses, including single-family detached homes, commercial, office, institutional, attached residential, and government uses. Of note, over the past decades, there has been a trend of redevelopment that have resulted in the demolition of historic single-family homes.

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

There are no known diminishing impacts to properties in the Historic Overlay District. The incentives offered are voluntary in nature. Properties on the Historically Significant Structures Property List, to be determined in the future per the proposed regulations, may financially gain from the incentives.

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

There are no known diminishing impacts to properties included in the Historic Overlay District. The intent is to help encourage property owners to pursue historic preservation efforts instead of demolition on a voluntary basis in the Village.

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

No known impact. Properties on the Historically Significant Structures Property List (to be determined) and in the R-1, R-2, R-3, and R-4 Districts may be able to take advantage of alternative zoning regulations. The bulk regulations and uses in the base districts will otherwise remain in effect.

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

There are no known impacts to the value of adjacent properties.

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

The proposed amendment will not impact the future development of adjacent properties.

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

There are no proposed changes to the permitted land uses for properties in the Historic Overlay District. The underlying zoning district regulations will remain in effect.

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

N/A

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

N/A

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

N/A

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

The Village intends to offer voluntary incentives to encourage and assist property owners of historic or significant properties to pursue historic preservation over demolition and new construction. The Overlay District is intended to help further protect historic buildings threatened by demolition.

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

Historic or significant properties appear to be located in the R-1, R-2, R-3, R-4, B-1, B-2, B-3, O-1, O-2, IB, HS, OS Districts. The O-3, B-3, R-5, and R-6 Districts have been excluded from the Historic Overlay District as there do not appear to be abundant historic properties. Following the creation of the Overlay District, a Historically Significant Structures Property List will be created in accordance with the proposed review process included in the draft code language. These properties will be identified as important to the Village and worthy of preserving. Property owners may be able to utilize a suite of preservation incentives to assist with building addition or renovation projects or other preservation efforts.



**VILLAGE
OF HINSDALE** FOUNDED 1833

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

Must be accompanied by completed Plan Commission Application

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

Address of the subject property N/A

Description of the proposed request:

REVIEW CRITERIA

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

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

1. The consistency of the proposed amendment with the purpose of this Code.
The Text Amendments are intended to create a Historic Overlay District and associated regulations in order to offer a suite of incentives to identified historically significant properties throughout the Village to encourage historic preservation and preserve the character of the community.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
The Map Amendment would create an overlay district that includes the R-1, R-2, R-3, R-4, B-1, B-2, O-1, O-2, IB, HS, and OS Districts. The O-3, B-3, R-5, and R-6 Districts are excluded.
3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.
The selected districts are comprised of a mix of land uses, including single-family detached homes, commercial, office, institutional, attached residential, and government uses. Of note, over the past decades, there has been a trend of redevelopment that have resulted in the demolition of historic single-family homes.

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

There are no known diminishing impacts to properties in the Historic Overlay District. The incentives offered are voluntary in nature. Properties on the Historically Significant Structures Property List, to be determined in the future per the proposed regulations, may financially gain from the incentives.

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

There are no known diminishing impacts to properties included in the Historic Overlay District. The intent is to help encourage property owners to pursue historic preservation efforts instead of demolition on a voluntary basis in the Village.

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

No known impact. Properties on the Historically Significant Structures Property List (to be determined) and in the R-1, R-2, R-3, and R-4 Districts may be able to take advantage of alternative zoning regulations. The bulk regulations and uses in the base districts will otherwise remain in effect.

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

There are no known impacts to the value of adjacent properties.

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

The proposed amendment will not impact the future development of adjacent properties.

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

There are no proposed changes to the permitted land uses for properties in the Historic Overlay District. The underlying zoning district regulations will remain in effect.

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

N/A

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

N/A

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

N/A

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

The Village intends to offer voluntary incentives to encourage and assist property owners of historic or significant properties to pursue historic preservation over demolition and new construction. The Overlay District is intended to help further protect historic buildings threatened by demolition.

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

Historic or significant properties appear to be located in the R-1, R-2, R-3, R-4, B-1, B-2, B-3, O-1, O-2, IB, HS, OS Districts. The O-3, B-3, R-5, and R-6 Districts have been excluded from the Historic Overlay District as there do not appear to be abundant historic properties. Following the creation of the Overlay District, a Historically Significant Structures Property List will be created in accordance with the proposed review process included in the draft code language. These properties will be identified as important to the Village and worthy of preserving. Property owners may be able to utilize a suite of preservation incentives to assist with building addition or renovation projects or other preservation efforts.

DRAFT – 09-01-22

(additions to existing text marked with **underlining**;
deletions to existing text marked using **~~strikethrough~~**)

ORDINANCE NO. _____

AN ORDINANCE CREATING A NEW PART II (HISTORIC OVERLAY DISTRICT (HOD)) IN ARTICLE VIII (OVERLAY DISTRICTS) OF THE HINSDALE ZONING CODE TO ESTABLISH A HISTORIC PRESERVATION OVERLAY DISTRICT, MAKING RELATED ZONING CODE CHANGES, AND AMENDING VARIOUS PROVISIONS OF TITLE 14 (HISTORIC PRESERVATION) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO THE HISTORIC PRESERVATION OVERLAY DISTRICT

WHEREAS, the Village of Hinsdale (the "Village") has received an application (the "Application") from the Village of Hinsdale (the "Applicant") pursuant to Section 11-601 of the Hinsdale Zoning Code ("Zoning Code") for amendments to the Zoning Code and Village Code relative to creation of a historic preservation overlay district (the "Proposed Historic Overlay District") within various areas of the Village (collectively, the "Proposed Text Amendments"); and

WHEREAS, the Village of Hinsdale Board of Trustees, having discussed the Proposed Text Amendments on a number of occasions, determined that the creation of the Proposed Historic Overlay District was advisable, gave preliminary consideration to the Application pursuant to Section 11-601(D)(2) of the Hinsdale Zoning Code, and then referred the Application to the Plan Commission of the Village for consideration and a hearing. The Application has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

WHEREAS, on August 10, 2022, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the Proposed Text Amendments 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-03-2022 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Village is an Illinois non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to law, including but not limited to authority to divide the Village into districts as deemed necessary by the Board of Trustees to carry out the purposes of Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1 et seq.) relative to zoning within the Village. The Proposed Historic Overlay District and associated regulations are intended to offer property owners incentives to encourage historic preservation and preserve the character of the community; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application, and have determined that the approval of the Proposed Text Amendments, as set forth below, and the creation of the Proposed Historic Overlay District, is in the best interests of the Village and is demanded by and required for the public good.

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

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

SECTION 2: The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length. The President and Board of Trustees further find that the Proposed Text Amendments set forth below, and the creation of the Proposed Historic Overlay District, are in the best interests of the Village and are demanded by and required for the public good.

SECTION 3: Article VIII (Overlay Districts) of the Hinsdale Zoning Code is amended by adding a new Part II (Historic Preservation Overlay District), to read in its entirety as follows:

Part II - Historic Overlay District (HOD)

Sec. 8-201: Purpose and Applicability

A. Purpose. The Historic Overlay District is intended to promote local historic preservation efforts and to help preserve structures with historic, architectural, or cultural significance in the Village of Hinsdale by creating a district within which the Village may provide certain incentives that encourage the preservation, rehabilitation, enhancement, and restoration of structures deemed to be historically significant within the District.

B. Applicability. The Historic Overlay District appears on the Zoning Map as an "Overlay District," imposed on top of other zoning districts created by this Code and referred to in this Section as "Base Zoning Districts." The regulations of the Historic Overlay District shall supplement those of the Base Zoning Districts, and development of properties with historically significant structures in the Historic Overlay District shall comply with the regulations of the Base District, the requirements of the Design Review Overlay District created by Part I of Article VIII, where applicable, and, where an

Applicant, as defined herein, chooses to do so in conformance with the requirements of this Part II, the Historic Overlay District. In the case of any conflict or overlap, the regulations and standards applicable to the Historic Overlay District set forth in this Part II shall take precedence.

Sec. 8-202: Historic Overlay District Boundaries

A. Establishment of District Boundaries. The Historic Overlay District shall be comprised of all or parts of the various zoning districts within the Village and its boundaries shall be established pursuant to the procedures set forth in Section 11-601 (Amendments) of this Zoning Code. The areas zoned Historic Overlay District need not be contiguous.

B. Amendment of District Boundaries. Once established, the boundaries of the Historic Overlay District may be further amended pursuant to the procedures set forth in Section 11-601 (Amendments) of this Zoning Code.

Sec. 8-203: Historically Significant Structures List, Preservation Incentives and Operation of the Historic Overlay District

This Part II operates in conjunction with Chapter 14-7 of Title 14 (Historic Preservation) of the Village Code. Following the creation of the Historic Overlay District, a list of Historically Significant Properties within the District shall be created by the following the procedures set forth in Section 14-7-3 of the Village Code. Properties on the Historically Significant Properties List and located within the Historic Overlay District are eligible to seek certain Preservation Incentives, as also set forth in Chapter 14-7 of Title 14 (Historic Preservation) of the Village Code.

Sec. 8-204: Definitions

For the purposes of this Article, the definitions set forth in Chapter 14-7 of Title 14 (Historic Preservation) of the Village Code shall apply.

Sec. 8-205: Land Use and Development Regulations

A. Land Uses. The use regulations of the underlying Base Zoning District shall apply in the Historic Overlay District.

B. Bulk Regulations. Except in the case of properties listed on the Historically Significant Structures Property List set forth in Appendix 1 to Chapter 14-7 (Historic Overlay Zoning District) of the Village Code, the applicable bulk regulations of the underlying Base Zoning District, including any footnotes, shall apply. In cases where an Applicant seeks a Preservation Incentive pursuant to Chapter 14-7 of the Village Code that includes use of the alternative bulk regulations set forth in Table 8-1 below, the below bulk regulations shall apply upon application, compliance with any program

requirements, approval of a Preservation Incentive Certificate by the Historic Preservation Commission and/or Board of Trustees, as applicable, and compliance with all other requirements of this Article VIII, Part II and Chapter 14-7 of Title 14 of the Village Code.

Table 8-1: Alternative Bulk Regulations for Properties on the Historically Significant Structures Property List in the Historic Overlay District

| | <u>R-1 / R-2</u> | <u>R-3 / R-4</u> |
|--|---|---|
| <u>A. Maximum Height</u> | <u>Not applicable</u> | <u>Not applicable</u> |
| <u>B. Maximum Elevation</u> | <u>Not to exceed the highest existing ridge line</u> | <u>Not to exceed the highest existing ridge line</u> |
| <u>C. Minimum Lot Area and Dimensions</u> | <u>Existing lot area and dimensions are not to be reduced in size</u> | <u>Existing lot area and dimensions are not to be reduced in size</u> |
| <u>D. Minimum Yards</u> | | |
| <u>1. Front Yard</u> | <u>Block average, as defined in Section 3-110(I)(8). In the event that block average is less than the existing front setback of the structure, the existing front setback shall prevail as the minimum front yard required.</u> | <u>Block average, as defined in Section 3-110(I)(8). In the event that block average is less than the existing front setback of the structure, the existing front setback shall prevail as the minimum front yard required.</u> |
| <u>2. Side Yards</u> | | |
| <u>(a) Corner Lot</u> | | |
| <u>(i) Corner Side</u> | <u>35' or the existing corner side setback, whichever is less</u> | <u>15' or the existing corner side setback, whichever is less</u> |
| <u>(ii) Interior Side</u> | <u>10'</u> | <u>6'</u> |
| <u>(b) Interior Lot</u> | <u>10'</u> | <u>6'</u> |
| <u>3. Rear</u> | | |
| <u>(a) Corner Lot</u> | <u>10% lot depth, minimum 15'</u> | <u>15'</u> |
| <u>(b) Interior Lot</u> | <u>25'</u> | <u>15'</u> |
| <u>E. Maximum Floor Area Ratio (FAR)</u> | <u>Not applicable</u> | <u>Not applicable</u> |
| <u>F. Maximum Building Coverage</u> | | |

| | | |
|--|---|--|
| <u>1. Maximum Combined Total Principal and Accessory Structures</u> | <u>25% of lot area</u> | <u>25% of lot area</u> |
| <u>2. Maximum Combined Accessory Structures</u> | <u>10% of lot area</u> | <u>10% of lot area</u> |
| <u>G. Total Lot Coverage</u> | <u>60% of the lot area, provided that there are no adverse impacts to adjacent properties</u> | <u>60% of the lot area, provided that there are no adverse impacts to adjacent properties"</u> |

SECTION 4: Subsection F(1) of Section 11-503 (Variations; Standards for Variations) of Article XI (Zoning Administration and Enforcement) of the Hinsdale Zoning Code is amended to read in its entirety as follows:

F. Standards For Variations:

1. General Standard: No variation shall be granted pursuant to this section unless the applicant shall establish that carrying out the strict letter of the provisions of this code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this subsection F. In the interest of preserving buildings or structures with historic, architectural, or cultural significance within the Village, special consideration shall be given to requests in which the ordinance prevents the applicant from reestablishing, restoring, or maintaining a material feature or significant architectural feature related to a lot or structure, or from maintaining the architectural integrity of the lot or structure, where the property hosts a designated landmark pursuant to Title 14 of the Village Code, or a historically significant structure located within the Historic Overlay District created by Article VIII, Part II of this Zoning Code and listed in Appendix 1 to Chapter 14-7 (Historic Overlay Zoning District) of the Village Code.

SECTION 5: The introductory paragraph of Section 3-110 (Bulk, Space, And Yard Requirements) of Article III (Single-Family Residential Districts) of the Hinsdale Zoning Code is amended to read in as follows:

The building height, lot, yard, floor area ratio, and coverage requirements applicable in the single-family residential districts are set forth in the following table. Footnote references appear in subsection I of this section at the end of the table.

Properties and structures included on the Historically Significant Structures Property List and located in the Historic Overlay District may be eligible for Alternate Bulk Zoning Standards and Preservation Incentives, as set forth in Chapter 14-7 of the Village Code and Article VIII, Part II of this Zoning Code.

SECTION 6: Section 10-104 (Precode Structures) of Article X (Nonconformities) of the Hinsdale Zoning Code is amended to include the following new subsection G. to read in its entirety as follows:

G. Historically Significant Structures in the Historic Overlay District. Properties and structures included on the Historically Significant Structures Property List and located in the Historic Overlay District may be eligible for Alternate Bulk Zoning Standards and certain historic Preservation Incentives, as set forth in Chapter 14-7 of the Village Code and Article VIII, Part II of this Zoning Code.

SECTION 7: Subsection C of Section 14-1-4 (Procedure For Notice Of Public Hearings And Meetings) of Chapter 1 (General Provisions) of Title 14 (Historic Preservation) of the Village Code of Hinsdale is amended to read in its entirety as follows:

C. Persons Entitled To Notice:

1. All Hearings And Meetings: Notice of every hearing or meeting set pursuant to this title shall be given:

a. By mail or personal delivery to the applicant and, if a specific parcel is the subject of the application, to the owner of the subject property.

b. By mail to any newspaper or person that shall have filed a written request, accompanied by an annual fee as established from time to time by the village manager to cover postage and handling, for notice of all hearings or meetings held pursuant to this code. Such written request shall automatically expire on December 31 of the year in which it is made unless a written request for renewal, accompanied by the annual fee, is submitted prior to such date.

~~c. By mail, personal delivery, or interdepartmental delivery to affected village boards, commissions, departments, officials and consultants.~~

Notice by mail as herein required shall be mailed no fewer than seven (7) days in advance of the hearing or meeting date by regular United States mail.

2. Hearings On Applications: In addition to notice as required by subsection C1 of this section, notice of every hearing set pursuant to this title in connection with any application for historic district designation, withdrawal of landmark designation, or a certificate of appropriateness, shall be given in accordance with subsections C2a and C2b of this section. Notice of every hearing in connection with an application for landmark designation or in connection with adding or removing properties from the Historically Significant Structures Property List per Section 14-7-3 shall be given in accordance with subsection C2a of this section.

a. By publication in a newspaper published in the village at least once no less than fifteen (15) days nor more than thirty (30) days in advance of the hearing date.

b. By certified mail, return receipt requested, or personal delivery to all owners of property within two hundred fifty feet (250') of the subject property; provided, further,

that in the case of an application for historic district designation, notice shall be to all owners of record of property within the proposed district and to all owners of record of property within two hundred fifty feet (250') of the outside perimeter of the proposed district. Notice as required by this subsection shall be given by the applicant not less than fifteen (15) days nor more than thirty (30) days in advance of the hearing.

SECTION 8: Section 14-2-2 (Powers And Duties) of Chapter 2 (Historic Preservation Commission) of Title 14 (Historic Preservation) of the Village Code of Hinsdale is amended to add the following new subsection M to read in its entirety as follows:

M. To perform the functions of the Commission relative to the Historic Overlay District as set forth in Chapter 14-7 of this Article 14, and Article VIII (Overlay Districts), Part II (Historic Overlay District) of this Zoning Code.

SECTION 9: Title 14 (Historic Preservation) of the Village Code of Hinsdale is amended to add a new Chapter 14-6 (Historic Preservation Fund) to read in its entirety as follows:

14-6-1: HISTORIC PRESERVATION FUND:

A. Creation of Historic Preservation Fund. There is hereby established by the Village a special fund called the Village of Hinsdale Historic Preservation Fund.

B. Source of Funds. The Board of Trustees may, through the budget process, allocate such funds to the Historic Preservation Fund as it deems necessary. The Village may, in addition, accept monetary gifts and donations from private or public sources into the fund, and may engage in fundraising efforts and deposit the proceeds of such fundraising into the Historic Preservation Fund.

C. Use of Funds. The Board of Trustees may, upon application by or to the Village, and in conformance with all requirements, process and approvals set forth in Chapter 7 of this Title 14, and in Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code, where applicable, approve the utilization of funds in the Historic Preservation Fund for the following purposes:

1. To further the preservation of structures located in the Historic Overlay District created pursuant to Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code and included on the Historically Significant Structures Property List established in Section 14-7-3 (Historically Significant Structures Property List) of this Title 14, either through the Village's own initiative or, upon application, through grants approved by the Board of Trustees for improvements to privately owned properties;

2. To provide rebates, upon application, in the form of matching funds to Applicants who seek to repair, maintain or improve the façade of buildings located in the Historic Overlay District and included on the Historically Significant Structures Property List (see Section 14-7-4.F. (Preservation Incentives; Property Tax Rebates) of this Title 14;

3. To otherwise further preservation efforts and activities of all kinds and types within the Village consistent with the goals of this Title 14 and Title VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code.

SECTION 10: Title 14 (Historic Preservation) of the Village Code of Hinsdale is amended to add a new Chapter 14-7 (Historic Overlay District) to read in its entirety as follows:

14-7-1: HISTORIC OVERLAY ZONING DISTRICT:

Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code creates a Historic Overlay Zoning District within the Village. This chapter operates in tandem with the provisions of Article VIII, Part II.

14-7-2: DEFINITIONS:

For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Alternative Bulk Zoning Standards. A Preservation Incentive consisting of a set of zoning standards that may be utilized in alterations, additions, rehabilitation, restoration or relocation work or other physical modifications of or to any structure on the Historically Significant Structures Property List, subject to compliance with any program requirements, application, approval of a Preservation Incentive Certificate, and approval by the Board of Trustees, as detailed in Section 14-7-5.

Applicant. The owner, lessee with the consent of an owner, or other persons or entities with an ownership interest in a property with a structure on the Historically Significant Structures Property List.

Base Zoning District. The underlying zoning district designation of a property located with the Historic Overlay District created by Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code, as shown on the Village's Zoning Map.

Historic Overlay District. A specific geographic area created pursuant to Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code, and designated on the Zoning Map of the Village, where certain regulations apply in addition to the underlying Base Zoning District regulations, and that includes Historically Significant Structures that may be eligible for certain Preservation Incentives as set forth in this Chapter and in Article VIII, Part II (Historic Overlay District) of the Zoning Code.

Historic Preservation Commission. The Hinsdale Historic Preservation Commission as created by Chapter 14-2 of this Title 14.

Historic Preservation Fund. The special fund of the Village of Hinsdale created by Section 14-6-1 of this Title 14.

Historically Significant Structure. A structure found to meet the criteria in Section 14-7-3.B. of this Chapter and placed on the Historically Significant Structures Property List pursuant to Section 14-7-3.

Historically Significant Structures Property List. The list of properties hosting Historically Significant Structures as created in Section 14-7-3 and as set forth in Appendix 1 to this Chapter 14-7.

Initial List. The list of properties proposed for initial inclusion on the Historically Significant Structures Property List by the Historic Preservation Commission pursuant to Section 14-7-3.

Notice of Historically Significant Property. The notice recorded against title to a property approved for inclusion on the Historically Significant Property List pursuant to Section 14-7-3.

Notice of Removal. The notice recorded against title to a property upon removal of a property from the Historically Significant Structures Property List pursuant to Section 14-7-3.

Preservation Incentive. Incentives made available to Applicants regarding properties on the Historically Significant Structures Property List within the Historic Overlay District, subject to application and conformance with program requirements, as detailed in Section 14-7-4.

Preservation Incentive Certificate. A certificate authorizing specific Preservation Incentives and issued pursuant to Section 14-7-5.

Program Agreement. The agreement required to be signed by an applicant pursuant to Section 14-7-5.H. in order to obtain a Preservation Incentive.

14-7-3: HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST:

A. **Creation of List.** The primary goal of the Historic Overlay District created in Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code is to incentivize the preservation, rehabilitation, enhancement and restoration of structures within the Historic Overlay District that are deemed to be of historical significance. To that end, the Village shall create, and the Village Clerk shall maintain, a Historically Significant Structures Property List within the Historic Overlay District to which regulations within the Overlay District may apply. Such list shall be created pursuant to the procedures set forth in this chapter and shall be included as Appendix 1 to this chapter.

B. **Review Criteria.** In order for a property to be deemed to host a Historically Significant Structure and be included on the Historically Significant Structures Property List, a property must be located within the Historic Overlay District and meet one (1) or more of the following criteria:

1. The property or one (1) or more structures on the property are associated with events that have made a significant contribution to the broad patterns of our history;

2. The property or one (1) or more structures on the property are associated with the lives of persons significant in our past;

3. One (1) or more structures on the property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;

4. The property or one (1) or more structures on the property yields, or may be likely to yield, information important to history or prehistory;

5. The property or one (1) or more structures on the property has significance in local, regional, state or national history, architecture, archeology, engineering or culture; or

6. The property or one (1) or more structures on the property is a source of civic pride or identity for the community.

C. Process – Creation of Historically Significant Structures Property List.

1. The Historic Preservation Commission, using existing Village studies, historical materials and maps, and their own expertise, shall, within one hundred eighty (180) days of approval of the Ordinance creating the Historic Overlay District, compile an Initial List of properties proposed for inclusion on the Historically Significant Structures Property List.

2. Upon creation of the Initial List, the Historic Preservation Commission shall hold a public hearing or hearings relative to the Initial List pursuant to the procedures set forth in Section 14-1-4.C. of this Title 14.

3. Multiple properties proposed for inclusion on the Historically Significant Structures Property List may be considered at a single hearing and may be included on the hearing notice. Multiple rounds of public hearings may be held regarding properties proposed for inclusion on the Historically Significant Structures Property List for administrative convenience.

4. Following the public hearing, the Historic Preservation Commission shall determine whether each property on the Initial List possesses one or more of the criteria set forth in Subsection B above and make a recommendation to the Board of Trustees as to whether each property included on the Initial List should be included on the Historically Significant Structures Property List. The recommendation of the Historic Preservation Commission shall be forwarded to the Board of Trustees for consideration.

5. The Board of Trustees shall consider the recommendations of the Historic Preservation Commission and may approve or deny the inclusion of each property on the Initial List for inclusion on the Historically Significant Structures Property List. The Board of Trustees may also remand the Initial List, or individual properties on the Initial List, to the Historic Preservation Commission for further consideration or for additional information without further public hearing.

D. Process – Adding Properties to the Historically Significant Structures Property List.

1. Additional properties not on the Initial List may be considered as additions to the Historically Significant Structures Property List at any time upon application of an individual property owner, or upon direction from the Board of Trustees or Historic Preservation Commission.

2. Upon receipt of a completed application, the Historic Preservation Commission shall hold a public hearing or hearings relative to the property proposed to be added to the Historically Significant Structures Property List. Notice of the public hearing shall be given pursuant to the procedures set forth in Section 14-1-4.C. of this Title 14.

3. Following the public hearing, the Historic Preservation Commission shall determine whether the property proposed to be added to the Historically Significant Structures Property List possesses one or more of the criteria set forth in Subsection B above and make a recommendation to the Board of Trustees as to whether the property shall be added to the Historically Significant Structures Property List. The recommendation of the Historic Preservation Commission shall be forwarded to the Board of Trustees for consideration.

4. The Board of Trustees shall consider the recommendation of the Historic Preservation Commission and may approve or deny the inclusion of each property on the Historically Significant Structures Property List. The Board of Trustees may also remand a property to the Historic Preservation Commission for further consideration or for additional information, without further public hearing.

E. Notification of Inclusion of a Property on the Historically Significant Structures Property List.

1. Upon approval of a property for inclusion on the Historically Significant Structures Property List, a notification of inclusion shall be sent to the owner of the property.

2. The Historically Significant Structures Property List shall be maintained by the Village Clerk. The Historically Significant Structures Property List shall be made available on the Village's official website and provided to area realtors, news media and other persons or entities in an effort to publicize the List and incentives available.

3. A Notice of Historically Significant Property shall be recorded against title to each property approved for inclusion on the Historically Significant Property list. The notice shall reference this Chapter, Article VIII, Part II (Historic Overlay District) of the Zoning Code and the availability of the Preservation Incentives specified herein.

F. Process – Removal of Properties from the Historically Significant Structures Property List.

1. The Historic Preservation Commission shall periodically, but no less often than every five (5) years, undertake a review of the Historically Significant Structures Property List to determine whether properties on the List should be proposed for removal from the List due to changed circumstances. In addition, individual properties on the Historically Significant Structures Property List may be considered for removal from the List at any time upon application of an individual property owner, or upon direction from the Board of Trustees or Historic Preservation Commission.

2. A structure may be removed from the Historically Significant Structures Property List when it is found that due to changed circumstances, the qualities which caused it to be originally eligible for inclusion on the List have been lost or destroyed, or where it has otherwise ceased to meet the criteria that made it originally eligible for inclusion.

3. A property shall be automatically removed from the Historically Significant Structures Property List upon demolition of the historically significant structure on the property, without the need for hearing or other action by the Historic Preservation Commission or Board of Trustees.

4. The Historic Preservation Commission shall hold a public hearing or hearings relative to any property proposed to be removed from the Historically Significant Structures Property List due to changed circumstances. Notice of the public hearing shall be given pursuant to the procedures set forth in Chapter 14-1 of this Title 14.

5. Following the public hearing, the Historic Preservation Commission shall determine whether the property proposed to be removed from the Historically Significant Structures Property List meets the criteria in Subsection F.2 above and make a recommendation to the Board of Trustees as to whether the property should be removed from the Historically Significant Structures Property List. The recommendation of the Historic Preservation Commission shall be forwarded to the Board of Trustees for consideration.

6. The Board of Trustees shall consider the recommendation of the Historic Preservation Commission and the criteria set forth in Subsection F.2. above, and may approve or deny the removal of each property from the Historically Significant Structures Property List. The Board of Trustees may also remand a property to the Historic Preservation Commission for further consideration or for additional information, without further public hearing.

7. Upon removal of a property from the Historically Significant Structures Property List, a Notice of Removal shall be mailed to the owner and/or occupant and recorded against title to the property. The notice shall reference this Chapter, Article VIII, Part II (Historic Overlay District) of the Hinsdale Zoning Code, the previously recorded Notice of Historically Significant Property, and the fact that Preservation Incentives are no longer available for the property.

14-7-4: PRESERVATION INCENTIVES:

In the interest of furthering preservation within the Village, and consistent with the goals of the Historic Overlay District and this Title 14, the Village shall make the following Preservation Incentives regarding properties on the Historically Significant Structures Property List within the Historic Overlay District available to Applicants, subject to application and conformance with program requirements:

A. Waiver of Fees – Inclusion on the Historically Significant Structures Property List. All public hearing and other fees related to inclusion on the Historically Significant Structures List shall be waived for owners seeking to have their properties added to the List pursuant to Section 14-7-3 above.

B. Waiver of Fees – Zoning Applications and Preservation Incentive Certificates. All public hearing, public meeting, zoning application fees (including Site Plan Review, Exterior Appearance Plan Review and other plan approvals), and other Village fees related to obtaining approval of alternative bulk zoning regulations, zoning application requests, or approval of a Preservation Incentive Certificate shall be waived for Applicants seeking to utilize Preservation Incentives to perform exterior alterations, additions, rehabilitation, restoration, or relocation of or to any structure on the Historically Significant Structures Property List. An application seeking the waiver of fees as a Preservation Incentive must be submitted and approved prior to the initiation of such work.

C. Waiver of Fees – Building Permits. All building permit and plan review fees shall be waived for Applicants who have obtained a Preservation Incentive Certificate pursuant to Section 14-7-5 below for alterations, additions, rehabilitation, restoration or relocation of any structure on the Historically Significant Structures Property List. An application seeking the waiver of fees as a Preservation Incentive must be submitted and approved prior to the initiation of such work.

D. Expedited Process – Historic Landmark and Historic District Designations. Where a subject property lies within the Historic Overlay District, the application and public hearing process seeking to designate a structure, building, or site as a designated landmark, or an area as an historic district, pursuant to this Title 14, shall be expedited to the extent possible by the Historic Preservation Commission and Board of Trustees. Such expedited processes may include, when appropriate, the calling of special meetings of the Historic Preservation Commission, the Board of Trustees and other applicable Village boards, committees and commissions.

E. Expedited Process – Certain Work on Structures on the Historically Significant Structures Property List. Application and public hearing processes for Applicants seeking to utilize Preservation Incentives to perform exterior alterations, additions, rehabilitation, restoration or relocation of or to any structure on the Historically Significant Structures Property List shall be expedited to the extent possible by the Historic Preservation Commission, the Board of Trustees, and other applicable Village boards, committees and commissions. Such expedited processes may include, when appropriate, the calling of special meetings of the Historic Preservation Commission, the Board of Trustees and other applicable Village boards, committees and commissions. An application seeking an expedited process as a Preservation Incentive must be submitted and approved prior to the initiation of such work.

F. Property Tax Rebates. Commencing on January 1, 2023, and subject to compliance with Preservation Incentive program requirements, the Village portion of the real estate property taxes received by the Village on structures on the Historically Significant Structures Property List may, upon application and approval of the Board of Trustees, be rebated to the property owner or their designee. Rebates may be made available to Applicants who, following the issuance of a Preservation Incentive Certificate pursuant to Section 14-7-5 below, perform exterior alterations, additions, rehabilitation, restoration or relocation of or to any structure on the Historically Significant Structures Property List and incur documented eligible costs of \$50,000 or more. In the event an Applicant seeks both a property tax rebate incentive and grant or façade improvement matching fund rebate incentive, the eligible project costs being matched for grant or façade improvement purposes cannot be counted towards the \$50,000 in documented eligible costs for purposes of reaching the threshold amount for property tax rebate eligibility. Property tax rebates are limited to a maximum term of five (5) years, as determined in the sole discretion of the Board of Trustees, and shall only be available in the following circumstances:

1. When the documented eligible costs of exterior alterations, additions, rehabilitation, restoration or relocation of or to any structure on the Historically Significant Structures Property List exceed an amount specified in the Preservation Incentive program requirements, as approved by the Village Board. Documented eligible costs include architectural, planning, engineering, design services, historic preservation services and construction costs, as further detailed and limited by any Preservation Incentive program requirements as developed by staff; and

2. Where a Preservation Incentive Certificate, as applicable, has been approved.

G. Grants or Matching Funds. Grants or façade improvement matching fund rebates incentives from the Village's Historic Preservation Fund may be awarded to fund 50% of eligible project costs up to a maximum of \$10,000 per project for the performance of ~~to perform~~ exterior alterations, additions, rehabilitation, restoration or relocation of or to any structure on the Historically Significant Structures Property List. In the event an Applicant seeks both a grant or façade improvement matching fund rebate incentive and

a property tax rebate incentive, the eligible project costs being matched for grant or façade improvement purposes cannot be counted towards the \$50,000 in documented eligible costs for purposes of reaching the threshold amount for property tax rebate eligibility. Grant or façade improvement matching fund rebate incentives are subject to compliance with program requirements, application, available funding, approval of a Preservation Incentive Certificate and approval by the Board of Trustees.

H. Alternative Bulk Standards. Alternative Bulk Zoning Standards as detailed in Section 8-205 of the Zoning Code may be utilized in alterations, additions, rehabilitation, restoration or relocation work or other physical modifications of or to any structure on the Historically Significant Structures Property List, or for other historic preservation projects related to any structure on the Historically Significant Structures Property List, subject to compliance with any program requirements, application, approval of a Preservation Incentive Certificate, and approval by the Historic Preservation Commission and, if applicable, the Board of Trustees.

14-7-5: PRESERVATION INCENTIVES PROCESS AND REQUIREMENTS:

A. Incentives Optional. Preservation Incentives are only available to Applicants, as defined in Section 14-7-2 above. The use of Incentives by the owner of a structure on the Historically Significant Structures Property List is optional. If the owner of a structure on the Historically Significant Structures Properties List chooses not to utilize Preservation Incentives, the bulk standards of the underlying Base Zoning District shall apply.

B. Preservation Incentive Certificate Required. A Preservation Incentive Certificate authorizing specific Preservation Incentives is required prior to undertaking any project utilizing Preservation Incentives and that involves any exterior alterations, additions, rehabilitation, restoration or relocation of or to any structure on the Historically Significant Structures Property List, except as otherwise set forth below. Preservation Incentives are not available for, and a Preservation Incentive Certificate is not required for, the following:

1. Painting.
2. Landscaping.
3. Fences.
4. Driveways, sidewalks, and other paved areas.
5. Reversible appurtenances, including air conditioning units, gutters, downspouts, antennas, satellite dishes and mailboxes.
6. Routine maintenance and cleaning.
7. New detached garages or changes to existing detached garages, unless the detached garage is considered a historically significant structure.
8. Any accessory building or structure other than a garage (e.g., shed, rear deck, patio, trellis, etc.), unless the accessory building or structure is considered a historically significant structure.
9. Interior improvements or work.

C. Application. An Applicant may apply for one (1) or more of the Preservation Incentives set forth in Section 14-7-4 by submitting an application on a form provided by the Department of Community Development. Such application shall include plans for any exterior alterations, additions, rehabilitation, restoration or relocation, and any other information required by the Village.

D. No Property Tax Owed; No Debts. No application for a Preservation Incentive shall be considered where there are outstanding real estate property taxes owed on the property, or where other fines, penalties, debts or obligations of the property owner and Applicant, if different than the owner, are due and owing to the Village.

E. Public Meeting. A completed application shall be reviewed by the Historic Preservation Commission at a public meeting for consideration as to the issuance of a Preservation Incentive Certificate.

F. Design Criteria and Development Standards for Properties in the Historic Overlay District Utilizing Preservation Incentives. A Preservation Incentive Certificate shall be approved by the Historic Preservation Commission if it complies with the following standards:

1. The exterior alterations, additions, rehabilitation, restoration or relocation of or to any structure on the Historically Significant Structures Property List is found by the Historic Preservation Commission to be consistent with, or compatible with, the historical nature of the structure. Consideration of whether this standard is met shall be guided by the Secretary of the Interior's Standards for the Treatment of Historic Properties, where applicable, and the Secretary of the Interior's Standards for Rehabilitation as follows:

- a. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site environment;
- b. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided;
- c. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken;
- d. Most properties and structures change over time; those changes that have acquired historic significance in their own right shall be retained and preserved;
- e. Distinctive stylistic features or examples of skilled craftsmanship that characterize a building, structure, or site shall be treated with sensitivity;
- f. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities,

and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence;

- g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of the structures, if appropriate, shall be undertaken using the gentlest means possible;
- h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken;
- i. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment;
- j. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

2. The proposed exterior alterations, additions, rehabilitation, repairs or relocation will not have any significant adverse impact on adjacent properties. Such adverse impacts include, but are not limited to, stormwater runoff impacts.

3. All other Village code requirements must be met.

G. Final Determination.

1. For applications seeking Preservation Incentives in the form of waivers of fees, expedited process, or alternative bulk standards, as detailed in Section 14-7-4, where a majority of the then-sitting members of the Historic Preservation Commission finds that a Preservation Incentive Certificate should be granted, the Certificate shall be issued by the Village Manager or his or her designee.

2. For applications requesting Preservation Incentives in the form of grants or rebates, as detailed in Section 14-7-4, the vote of the Historic Preservation Commission shall be advisory, and a recommendation shall be forwarded to the Board of Trustees. If the Historic Preservation Commission does not recommend approval of an application requesting a grant or a rebate, with at least four (4) affirmative votes, the application is denied and will not proceed to the Board of Trustees. Upon receipt of a recommendation from the Historic Preservation Commission, the affirmative vote of four (4) or more members of the Board of Trustees is required for approval of a Preservation Incentive Certificate involving a grant or rebate. The Board of Trustees approval of such grant or rebate shall specify the specific amount approved in the case of a grant or number of approved years in the case of a Property Tax Rebate. Upon Board of Trustees approval, a Preservation Incentive Certificate shall be issued by the Village Manager or his or her designee.

3. Final Determinations of the Historic Preservation Commission on a Preservation Incentive Certificate may be appealed to the Board of Trustees by filing a request for an appeal within ten (10) days of the denial. Within sixty (60) days following the receipt of an appeal, the Board of Trustees shall either grant the Preservation Incentive Certificate, affirm its denial, or remand the matter back to the Historic Preservation Commission for further proceedings.

4. The Historic Preservation Commission or the Board of Trustees, as applicable, may impose reasonable conditions on the issuance of a Preservation Incentive Certificate.

H. Program Agreement Required. No Preservation Incentive shall be made available unless the Applicant, following a Final Determination, enters into a Program Agreement on a form previously developed by staff and approved by the Board of Trustees governing the terms and conditions of any Preservation Incentive received.

SECTION 11: 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 12: To the extent necessary, all table of contents, indexes, headings and internal references or cross-references to sections contained in the Zoning Code and Village Code that have been deleted or amended by the Code Amendments set forth above shall be amended by the Village's codifier so as to be consistent with the Code Amendments of this Ordinance.

SECTION 13: 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 to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION

(ATTACHED)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE VILLAGE OF HINSDALE TO CREATE A NEW HISTORIC OVERLAY ZONING DISTRICT

WHEREAS, an application to amend the Official Zoning Map of the Village of Hinsdale (the "Application") by creating a Historic Overlay District (the "Proposed Historic Overlay District") has been filed with the Village by the Village of Hinsdale (the "Applicant") pursuant to Section 11-601 of the Hinsdale Zoning Code; and

WHEREAS, the Application was referred to the Plan Commission of the Village for consideration and a hearing, and has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

WHEREAS, the Village is an Illinois non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to law, including but not limited to authority to divide the Village into districts as deemed necessary by the Board of Trustees to carry out the purposes of Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1 et seq.) relative to zoning within the Village; and

WHEREAS, the proposed Historic Overlay District and its associated regulations are intended to establish the boundaries of a District within which will be identified Historically Significant Structures. Property owners of Historically Significant Structures shall, pursuant to the associated regulations of the Historic Overlay District, be eligible, upon application, for certain incentives designed to encourage historic preservation and preserve the character of the community; and

WHEREAS, the boundaries of the proposed Historic Overlay District consist of the existing R-1 Single Family Residential Districts (R-1), R-2 Single Family Residential Districts (R-2), R-3 Single Family Residential Districts (R-3), R-4 Single Family Residential Districts (R-4), B-1 Community Business Districts (B-1), B-2 Central Business Districts (B-2), O-1 Specialty Office Districts (O-1), O-2 Limited Office Districts (O-2), IB Institutional Buildings Districts (IB), HS Health Services Districts (HS) and OS Open Space Districts (OS) of the Village of Hinsdale in their entirety. The existing zoning districts comprising the proposed Historic Overlay District, with the Proposed Historic Overlay District shown as an overlay, are shown on the map attached as part of **Group Exhibit A**, and are generally described in **Group Exhibit A** attached hereto and made a part hereof; and

WHEREAS, on August 10, 2022, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Proposed Historic Overlay District 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-03-2022 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

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

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

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

Section 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length. The President and Board of Trustees further find that the Proposed Historic Overlay District is demanded by and required for the public good.

Section 3: Map Amendments. Pursuant to the authority granted under Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) and the Hinsdale Zoning Code, the President and Board of Trustees of the Village of Hinsdale approve the Proposed Historic Overlay District, and the Official Zoning Map of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as amended, is further amended by creating a new Historic Overlay District concurrent with the existing boundaries of the R-1 Single Family Residential Districts (R-1), R-2 Single Family Residential Districts (R-2), R-3 Single Family Residential Districts (R-3), R-4 Single Family Residential Districts (R-4), B-1 Community Business Districts (B-1), B-2 Central Business Districts (B-2), O-1 Specialty Office Districts (O-1), O-2 Limited Office Districts (O-2), IB Institutional Buildings Districts (IB), HS Health Services Districts (HS), and OS Open Space Districts (OS), all as shown in **Group Exhibit A**.

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

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

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

GROUP EXHIBIT A

**HINSDALE ZONING MAP WITH HISTORIC OVERLAY DISTRICT INDICATED AND
GENERAL DESCRIPTION OF THE HISTORIC OVERLAY DISTRICT**

(ATTACHED)

GENERAL DESCRIPTION OF HISTORIC OVERLAY DISTRICT AND DESCRIPTION OF EXCLUDED AREAS

The Historic Overlay Zoning District shall consist of ALL properties within the existing R-1 Single Family Residential Districts, R-2 Single Family Residential Districts, R-3 Single Family Residential Districts, R-4 Single Family Residential Districts, B-1 Community Business Districts, B-2 Central Business Districts, O-1 Specialty Office Districts, O-2 Limited Office Districts, IB Institutional Buildings Districts, HS Health Services Districts, and OS Open Space Districts, as shown on the proposed Zoning Map.

All properties located in the O-3 General Office District, B-3 General Business District, R-5 Multiple Family Residential District, and R-6 Multiple Family Residential District (collectively, the "Excluded Areas") are EXCLUDED from the proposed Historic Overlay Zoning District, as described below and as shown on the proposed Zoning Map. The areas EXCLUDED from the Historic Overlay Zoning District in Cook County, Illinois and DuPage County, Illinois, are commonly described as follows:

- All properties in the area zoned B-3 General Business District abutting the south side of Ogden Avenue, between the west side of the Tri-State Tollway (Interstate 294) to the east side of York Road.
- The properties zoned B-3 General Business District at the northwest and southwest corners of Ogden Avenue and York Road.
- All of the properties within the area zoned B-3 General Business District, O-3 General Office District, R-5 Multiple Family Residential District, and R-6 Multiple Family Residential District within the area between the east side of York Road and adjacent municipal corporate boundaries, the north side of Ogden Avenue, west of the Tri-State Tollway (Interstate 294) properties and municipal corporate boundaries, and south of the municipal corporate boundaries, with the exception of the property located at 21 Salt Creek Lane in the IB Institutional Buildings District and the property in the B-1 Community Business District abutting Ogden Avenue.
- The area zoned B-3 General Business District that encompasses the Tri-State Tollway (Interstate 294) Oasis located at the southeast corner of the Village.
- All of the properties within the area zoned R-5 Multiple Family Residential District abutting Chanticleer Lane to the north and south, located to the south of 57th Street, west of County Line Road, and east of Elm Street.
- All of the properties within the area zoned R-6 Multiple Family Residential District abutting Claymoor Road, south of 57th Street and west of Elm Street (300-360 Claymoor Road).
- All of the properties within the area zoned R-5 Multiple Family Residential District at the southeast corner of 57th Street and Garfield Street, and abutting Sutton

Place (5701-5745 S. Garfield; 5704-5736 Sutton Place; 5702-5746 S. Park Avenue).

- All of properties within the area zoned R-6 Multiple Family Residential District abutting Kennedy Lane to the north and south, located to the east of Grant Street, in addition to the properties on the west side of Washington Street including the addresses of 5824, 5830, and 5836 S. Washington Street, but not including properties zoned R-3 Single Family Residential District (5802 and 5808 S. Washington Street).
- All of the properties within the area zoned R-5 Multiple Family Residential District abutting Foxgate Lane, south of 57th Street (5701-5717 Foxgate Lane).
- All of the properties within the area zoned R-5 Multiple Family Residential District on the west side of Grant Street generally between 57th Street and 59th Street, including all properties abutting Racquet Club Court (200-213 Racquet Club Court), 5730 and 5740 S. Grant Street, all properties abutting West Grant Village (201-240 W. Grant Village), and 5810, 5820, 5828, and 5834 S. Grant Street, but not including any properties zoned R-3 Single Family Residential District.
- All of the properties within the area zoned R-6 Multiple Family Residential District, north of 59th Street, generally between Grant Street and Madison Street, including the addresses of 211-215 W. 59th Street, 301-315 W. 59th Street, but not including any properties zoned R-3 Single Family Residential District or B-1 Community Business District.
- All of the properties within the area zoned R-5 Multiple Family Residential District abutting Old Surrey Road to the north and south, south of 59th Street and east of Madison Street (433-498 Old Surrey Road).
- All of the properties within the area zoned R-5 Multiple Family Residential District east of Madison Street and generally between 57th Street and 59th Street, including the properties abutting Ashbury Drive to the north and south (402-441 Ashbury Drive), abutting 58th Place to the north and south (400-455 58th Place), and abutting Skipping Stone Lane to the north (409-433 Skipping Stone Lane), but not including the property located at 5757 S. Madison Street zoned O-1 Specialty Office District, the properties at the northeast corner of Madison Street and 59th Street zoned B-1 Community Business District, or the properties at the southeast corner of 57th Street and Madison Street zoned R-3 Single Family Residential District.
- All of the properties within the area zoned R-6 Multiple Family Residential District at the southwest corner of Madison Street and 55th Street (5500-5508 S. Madison Street).
- All of the properties within the area zoned B-3 General Business District abutting the south side of Chestnut Street, north of the Burlington Northern Santa Fe

Railroad Line, west of Lincoln Street, and east of Madison Street, including the property at the southwest corner of Madison Street and Chestnut Street, but not including the Village-owned commuter parking lot zoned IB Institutional Buildings District located at 130 Chestnut Street.

- All of the properties within the area zoned R-5 Multiple Family Residential District at the southwest corner of Chicago Avenue and Clay Street (2-28 S. Clay Street).
- The property within the area zoned R-5 Multiple Family Residential District at the southwest corner of Washington Street and Maple Street (10 N. Washington Street)
- The property within the area zoned R-5 Multiple Family Residential District abutting the south side of Ogden Avenue, on the east side of Adams Street (600 W. Ogden Avenue)

EXHIBIT B

FINDINGS OF FACT AND RECOMMENDATION OF THE PLAN COMMISSION

(ATTACHED)

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF DUPAGE)

CLERK'S CERTIFICATE

I, Christine M. Bruton, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE VILLAGE OF HINSDALE TO CREATE A NEW HISTORIC OVERLAY ZONING DISTRICT

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2022, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2022.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2022.

Village Clerk

[SEAL]

**FINDINGS OF FACT AND RECOMMENDATION
OF THE HINSDALE PLAN COMMISSION
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

APPLICATION: Case A-03-2022 – Map Amendment and Text Amendments to Article 8, Section 11-503, Section 3-110, and Section 10-104 of the Hinsdale Zoning Ordinance and to Chapters 1, 2, 6, and 7 of Title 14 of the Village Code to Establish a Historic Overlay Zoning District and for Related Amendments

APPLICANT: Village of Hinsdale

REQUEST: Map Amendment and Text Amendments

PLAN COMMISSION (PC) REVIEW: August 10, 2022

BOARD OF TRUSTEES 1ST READING: September 6, 2022

SUMMARY OF REQUEST: The Village of Hinsdale submitted an application requesting approval of a Map Amendment to establish a Historic Overlay Zoning District and Text Amendments to Article 8, Section 11-503, Section 3-110, and Section 10-104 of the Hinsdale Zoning Ordinance and to Chapters 1, 2, 6, and 7 of Title 14 of the Village Code to Establish a Historic Overlay District and for Related Amendments (collectively, the “Proposed Amendments”).

The proposed Map Amendment and Text Amendments to the Zoning Code and Village Code would allow the Village to offer various voluntary preservation incentives to owners of property on a Historically Significant Structures Property List within a designated Historic Overlay District. The intent of the Proposed Amendments is to encourage and assist property owners of historic or significant properties to pursue historic preservation projects over demolition and new construction. Individual historic properties will be identified for consideration on the Historically Significant Structures Property List in the future through a separate approval process.

A draft Zoning Map showing the proposed boundaries of the Historic Overlay District is included with the other application materials as part of **Exhibit 1**. The Historic Overlay Zoning District as proposed shall consist of all properties within the R-1 Single Family Residential District, R-2 Single Family Residential District, R-3 Single Family Residential District, R-4 Single Family Residential District, B-1 Community Business District, B-2 Central Business District, O-1 Specialty Office District, O-2 Limited Office District, IB Institutional Buildings District, HS Health Services District, and OS Open Space District, as shown on the proposed Zoning Map. All properties located in the O-3 General Office District, B-3 General Business District, R-5 Multiple Family Residential District, and R-6 Multiple Family Residential District are not included in the proposed Historic Overlay Zoning District, as shown on the proposed Zoning Map.

The current underlying zoning district classifications and related zoning regulations for each of the real properties within the boundaries of the proposed Historic Overlay Zoning District shall remain in place and shall continue to apply to each property following the establishment of the District.

Properties within the boundaries of the Historic Overlay Zoning District, once established, and that are subsequently deemed to host Historically Significant Structures, may be added to a Historically Significant Structures Property List and will then become eligible to apply, on a voluntary basis, for certain historic preservation incentives provided by the Village and established through the proposed Text Amendments.

Properties located within the boundaries of the Historic Overlay Zoning District once established will not, however, automatically be included on the Historically Significant Structures Property List to be established at a later time. The Historic Preservation Commission will be tasked with creating an Initial List of properties for consideration on the Historically Significant Structures Property List and establishing a list in accordance with the proposed process listed in Section 14-7-3 of the Village Code within 6 months following the adoption of the Historic Overlay District by the Village Board.

Properties included on the Historically Significant Structures Property List may be eligible for the following voluntary preservation incentives, subject to approval of a Preservation Incentive Certificate and in accordance with the approval process listed in Section 14-7-5 of the Village Code:

1. Fee Waivers – Provisions are added that allow the waiving of Village fees for building permits, applications for landmark or historic district designation, Certificate of Appropriateness applications, and other planning / zoning applications that may be tied to exterior work.
2. Expedited Processes – Expedited processing of building permits and applications for landmark designation, historic district designation, and other zoning approvals is proposed.
3. Property Tax Rebate – Property owners would be eligible to receive a rebate for the Village portion of their property tax bill in exchange for substantial exterior alterations, rehabilitation, or restoration work over a maximum five (5) year period. To be considered for this incentive, a minimum investment of \$50,000 would be required on eligible exterior improvements, which could include costs for construction and for architectural, planning, engineering, design, and historic preservation services.
4. Historic Preservation Fund Matching Grants – The Village Board would be able to approve funding for 50% of eligible project costs, up to a maximum of \$10,000 per project provided by the Village, with a minimum investment of \$20,000 required by the applicant.
5. Alternative Bulk Zoning Regulations – Properties on the Historically Significant Structures Property List and located in the R-1, R-2, R-3, and R-4 Single Family Residential Districts may be eligible for alternative zoning regulations. The proposed set of bulk regulations are intended to better align existing non-conforming historic buildings with Village code requirements and provide additional zoning flexibility to homeowners looking to construct a building addition on to a historic home or complete other exterior improvements.

A Preservation Incentive Certificate must be submitted to the Village prior to the start of any project utilizing an Incentive. The Historic Preservation Commission would be responsible for reviewing all applications to ensure that proposed work is consistent with, or compatible with, the historical nature of the structure and meets *The Secretary of the Interior's Standards for Rehabilitation*.

Applications requesting a fee waiver and/or the use of alternative zoning regulations would be reviewed and approved by the Historic Preservation Commission only. Applications requesting grant funding or a property tax rebate will require a recommendation by the Historic Preservation Commission and final approval by the Village Board.

Program funding will be determined by the Village Board during the annual budget cycle process.

In the event additional zoning relief is needed beyond the alternative bulk zoning regulations, a text amendment is also proposed to Zoning Code Section 11-503(F) to add language to the variation standards that could be used to support variation cases where historic preservation efforts are made to a local landmark or property on the Historically Significant Structures Property List. Projects would still be judged on a case by case basis in accordance with the required variation process. Language is also proposed to Zoning Code Section 3-110 – Bulk Regulations for the Single-Family Residential Districts & Section 10-104 – Nonconforming Precode Structures to add cross-references for the Historically Significant Structures Property List proposed in Article VIII and Title 14.

PUBLIC HEARING SUMMARY: A public hearing for the submitted applications was held on Wednesday, August 10, 2022, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in *The Hinsdalean* on July 22, 2022. A copy of the published notice is attached hereto as **Exhibit 2** and made a part hereof.

At the duly and properly noticed public hearing, Bethany Salmon, Village Planner, and Michael Marrs, the Village attorney, provided a presentation to the Plan Commission on the proposed Map Amendment and Text Amendments. Robert McGinnis, the Community Development Director and Building Official was also present at the meeting. Two representatives of the Historic Preservation Commission, Chairman John Bohnen and Commissioner Jim Prisby, were also in attendance.

During and following the presentation, the Plan Commission members asked staff questions and provided feedback on the project.

Commissioner Willobee recommended that the Village publicize the program out to the community and educate homeowners on the positive aspects of the historic preservation incentives before the Village sends out initial notifications to property owners informing them that their home has been nominated to be included on the Historically Significant Structures Property List. Staff stated that the program was designed to be voluntary, meaning if any homeowners were opposed to being included on the List, the Village would not pursue adding the house to the List. Staff has had discussions that if these amendments are approved, an effort would be made to publicize the program through the local newspaper, contacting real estate agents, and through other means.

Commissioner Fiascone stated that a Notice recorded against the title of each property approved for inclusion on the Historically Significant Property List to help make future property owners aware of the availability of preservation incentives could create concern if members of the community do not understand the program.

Ms. Salmon and Mr. Marrs confirmed that the intent is to highly publicize the program and inform the community that the program is voluntary and of the benefits it can provide. Mr. Marrs also commented that staff envisions holding several different public hearings where smaller lists of properties to be included on the Historically Significant Property List are brought forward for review at separate times. Staff has received inquiries from several owners of historic properties interested in the program and those would be prioritized. Chairman Cashman commented that in initial talks with staff, the intent was to create a list that people want to be listed on.

Commissioner Fiascone noted that there was language proposed that would allow for private donations and funding into the Historic Preservation Fund. Commissioner Fiascone asked if someone would be allowed to donate private funds and those funds could then be used toward a specific project. The example was given if a house was to be demolished and a group wanted to fundraise to save the home or complete a project for a specific property, particularly if there was no Village money in the Fund. Mr. Marrs responded that if private money donated to the Village had conditions placed on them, the Village would have to accept those conditions. Mr. Marrs preliminarily stated that this scenario appears to be possible.

When discussing the alternative zoning regulations, Commissioner Crnovich asked if front porches would be impacted by the proposed regulations for front setbacks. Ms. Salmon stated that there is existing code language in the footnotes for the bulk regulations for the single-family zoning districts, included in Exhibit 4 of the Plan Commission packet, that would allow for certain structures and uses in required yards. Ms. Salmon noted that staff would confirm that there would be no issues for replacing front porches in the future. There was a brief discussion on several homes that required approval by the ZBA to replace the front porch.

Commissioner Crnovich asked for clarification on precode structures. Ms. Salmon confirmed the Zoning Code was adopted in 1989 that the definition for precode structures states these are structures constructed in 1988 or earlier.

When discussing the proposed regulations for required interior side yard setbacks, Commissioner Crnovich asked if a house has an existing setback that is less than the required proposed setback, what would be required. Ms. Salmon confirmed that the minimum setback in the code would be required. A building would not be allowed to encroach past the code required setback even if it already extends into the required setback area. There was a brief discussion on the current code requirements where side yards are balanced based on a calculation, which is not required under the proposed regulations.

When discussing additional language proposed to include in the variation standards, Mr. Marrs commented that the new language added to the variation standards gave explicit consideration for historic structures. Commissioner Crnovich added that this language could be useful in cases where there are arguments that the variation is self-created.

Commissioner Fiascone asked for clarification on if improvements eligible were all exterior. Ms. Salmon confirmed that the current incentives could only be used for exterior improvements and the reason for this is to make sure Village funds are not used toward expensive interior remodeling projects and because preservation largely deals with the exterior of buildings. Any interior work will not be submitted for review. This is the same process for any landmark structure, where only the exterior will be reviewed.

Commissioner Moore asked if these incentives are enough to prevent demolitions and if the Village needs to go further in what they are proposing. Ms. Salmon stated staff has asked the same questions. It is unknown right now if these regulations go far enough, but staff will continue to reassess as the program is implemented.

Commissioner Moore stated that the point brought up previously by Commissioner Fiascone regarding the use of private funds donated to the Historic Preservation Fund for specific projects was incredibly important in relation to the tax ramifications for someone donating money.

Commissioner Fiascone stated her questions have been answered and asked if the amounts would be enough, especially with rising construction costs over time.

Commissioner Willobee noted that staff looked at other programs in other towns and what the uptake of those programs was. Commissioner Willobee then asked if staff circled back with the architects and builders after the initial Zoom meeting was held with them to gain feedback or concerns on the proposed amendments. Mr. McGinnis stated there has been ongoing engagement. Ms. Salmon stated there is still a lot of publicizing to do to make sure that real estate agents, builders, and homeowners are aware of the program and incentives available.

Commissioner Moore asked if staff is going to put together examples for certain homes on how these preservation incentives and alternative zoning regulations could benefit a property. Staff confirmed that examples have been provided for several different homes already, like in the case of 420 S. Park Avenue that was previously being considered for demolition. Staff is always willing to help people figure out how to save a home and how to interpret the Zoning Code.

Commissioner Crnovich thanked staff, the Historic Preservation Commission and the Trustees for meeting so many times to discuss the proposed regulations and stated the regulations are positive.

Commissioner Crnovich asked how many homes have been demolished in Hinsdale. Ms. McGinnis estimated that about a third of the houses have been demolished over a 25-30 year span. The peak of demolitions have been about 120 a year and this number has fallen since.

Commissioner Crnovich stated that the first Village meeting she attended many years ago was for a proposed moratorium on demolitions. She noted it was not a pleasant meeting and wished that something like the proposed programs were in place back then. She noted support for the proposed incentives and stated it has been made simple for average residents to be able to understand, unlike some of the current code regulations.

Commissioner Crnovich asked what other communities have something similar to this. Ms. Salmon confirmed that a previous Committee of the Whole meeting discussed other historic overlay districts and other incentives offered in communities to historic properties. The proposed program and regulations have used a unique approach to be tailored to Hinsdale. Mr. Marrs then commented that there was not a perfect template to copy from other communities but they used other ideas to create the proposed regulations piece by piece. If this is successful, this program could be used in other communities.

Commissioner Crnovich noted demolition by neglect was discussed at past Committee of the Whole meetings and asked if any regulations were considered as part of this amendment. Ms. Salmon stated they originally included provisions for demolition by neglect but this was separated out to focus on voluntary incentives. Discussions are planned in the future on other changes to Title 14 of the Village Code. Commissioner Crnovich stated the code could be stricter for cases on demolition by neglect.

Commissioner Curry stated it is evident that many hours were put into the proposed program and noted that education and marking will be paramount in this case to get the word out to the community. Commissioner Curry expressed support for the proposed amendments.

Chairman Cashman expressed support for the proposed changes and noted this was a cooperative effort between the Village and the Historic Preservation Commission. Chairman Cashman stated the regulations appear to be based on common sense and supported that alternative zoning regulations would encourage flexibility for additions in the rear yard and building height. Mr. McGinnis briefly discussed areas where historic homes have been challenged by current bulk regulations. Mr. McGinnis stated the Village is always going to need the Zoning Board of Appeals for assessing variations for unique situations, but the proposed regulations are attempting to removing as many questions as possible on the front end and help offer as many incentives together to encourage preservation.

Chairman Cashman stated that the proposed language for variations could have helped several cases in the past, particularly in reference to creating precedent and meeting all of the other standards.

All persons testifying during the public hearing were sworn in prior to giving testimony. No members of the public spoke at the public hearing. There being no further questions or members of the public wishing to speak on the application, the public hearing was closed.

A transcript of the public hearing is attached hereto as **Exhibit 3** and made a part hereof.

MOTIONS AND RECOMMENDATIONS: On August 10, 2022, a motion was made by Commissioner Crnovich, seconded by Commissioner Curry, to recommend approval of Case A-03-2022, a Map Amendment and Text Amendments to Article 8, Section 11-503, Section 3-110, and Section 10-104 of the Hinsdale Zoning Ordinance and to Chapters 1, 2, 6, and 7 of Title 14 of the Village Code to Establish a Historic Overlay District and for Related Amendments, as submitted. The motion carried by the roll call vote of six (6) ayes and zero (0) nays, with three (3) absent, as follows:

| | |
|-----------------|---|
| AYES: | Commissioners Curry, Crnovich, Willobee, Fiascone, Moore and Chairman Cashman |
| NAYS: | None |
| ABSTAIN: | None |
| ABSENT: | Commissioners Krillenberger, Hurley, and Jablonksi |

FINDINGS ON THE PROPOSED MAP AND TEXT AMENDMENTS: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-601(E) of the Hinsdale Zoning Code, made the following Findings as to the Proposed Map and Text Amendments:

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

1. The consistency of the proposed amendment with the purposes of this code.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
3. The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.
4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.
5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.
6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.
7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.
9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.
10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.
11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present zoning classification.
12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.
13. The community need for the proposed amendment and for the uses and development it would allow.
14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area.

MAP AMENDMENT FINDINGS: The Plan Commission found that a Map Amendment to the Village's Official Zoning Map to establish a Historic Overlay Zoning District, and Text Amendments to Article 8, Section 11-503, Section 3-110, and Section 10-104 of the Hinsdale Zoning Ordinance and to Chapters 1, 2, 6, and 7 of Title 14 of the Village Code to Establish a Historic Overlay District and for Related Amendments, are generally consistent with the purposes of the Zoning Code.

The proposed Map Amendment, alongside the concurrent Text Amendments to the Village Code and Zoning Code, would create a Historic Overlay District and associated regulations that allow the Village to offer a suite of incentives to identified historically significant properties throughout Hinsdale to encourage historic preservation and preserve the character of the community.

The Historic Overlay Zoning District as proposed shall consist of all properties within the R-1 Single Family Residential District, R-2 Single Family Residential District, R-3 Single Family Residential District, R-4 Single Family Residential District, B-1 Community Business District, B-2 Central Business District, O-1 Specialty Office District, O-2 Limited Office District, IB Institutional Buildings District, HS Health Services District, and OS Open Space District. The selected districts are comprised of a mix of land uses, including single-family detached homes, commercial, office, institutional, attached residential, and government uses. Of note, over the past decades, there has been a trend of redevelopment that has resulted in the demolition of a number of historic single-family homes.

All properties located in the O-3 General Office District, B-3 General Business District, R-5 Multiple Family Residential District, and R-6 Multiple Family Residential District are excluded from the proposed Historic Overlay Zoning District due to a lack of known historically significant properties.

The current underlying zoning district classifications and related zoning regulations for each of the properties within the boundaries of the proposed Historic Overlay Zoning District shall remain in place and shall continue to apply to each property following the establishment of the District, except as modified in specific instances, such as where the owner of a property on the Historically Significant Structures Property List seeks to utilize the alternative bulk zoning standards.

Properties located within the boundaries of the Historic Overlay Zoning District once established will not automatically be included on the Historically Significant Structures Property List. Within 6 months year following the adoption of the Historic Overlay District by the Village, the Historic Preservation Commission will be tasked with creating an Initial List of properties for consideration on the Historically Significant Structures Property List and establishing a list in accordance with the proposed process listed in Section 14-7-3 of the Village Code. Properties on the Historically Significant Structures Property List will then become eligible to apply, on a voluntary basis, for historic preservation incentives provided by the Village.

There are no known diminishing impacts to properties in the Historic Overlay District. The incentives offered are voluntary in nature only. Properties on the Historically Significant Structures Property List, to be determined in the future by the Historic Preservation Commission in accordance with the proposed regulations, may financially gain from preservation incentives. The intent is to help encourage property owners to pursue historic preservation efforts instead of demolition on a voluntary basis in the Village.

The proposed amendments intend to promote public health, safety, and welfare in the community and are not anticipated to impact the use, enjoyment, or value of adjacent properties that would be affected by the proposed amendment. Properties on the Historically Significant Structures Property List, to be determined, and in the R-1, R-2, R-3, and R-4 Districts may be able to take advantage of alternative zoning regulations. The underlying bulk regulations and uses in the base zoning districts will otherwise remain in effect. The proposed amendments are not expected to impact the future orderly development of adjacent properties. The amendments are anticipated to promote the preservation and rehabilitation of historic properties located in in the Village.

There are no proposed changes to the permitted land uses for properties located in the Historic Overlay District. The underlying zoning district regulations will remain in effect.

There are no known impacts to ingress and egress, traffic conditions, utilities and essential public services as a result of the proposed amendments. The vacant status of a property does not apply to the proposed amendments.

In relation to community need, the Village intends to offer voluntary incentives to encourage and assist property owners of historic or significant properties to pursue historic preservation over demolition and new construction. The Overlay District is intended to help further protect historic buildings threatened by demolition.

The properties located within the R-1 Single Family Residential District, R-2 Single Family Residential District, R-3 Single Family Residential District, R-4 Single Family Residential District, B-1 Community Business District, B-2 Central Business District, O-1 Specialty Office District, O-2 Limited Office District, IB Institutional Buildings District, HS Health Services District, and OS Open Space District were chosen for included in the Historic Overlay District because there are known historic buildings within each of these zoning districts.

Following the creation of the Historic Overlay District, a Historically Significant Structures Property List will be created in accordance with the proposed review process included in the draft code language. These properties will be identified as important to the Village and worthy of preserving. Property owners may be able to utilize a suite of preservation incentives to assist with building addition or renovation projects or other preservation efforts. The specific properties included on the Historically Significant Structures Property List may be eligible for voluntary preservation incentives. Incentives are voluntary in nature only.

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, recommend approval of Case A-03-2022, a Map Amendment and Text Amendments to Article 8, Section 11-503, Section 3-110, and Section 10-104 of the Hinsdale Zoning Ordinance and to Chapters 1, 2, 6, and 7 of Title 14 of the Village Code to Establish a Historic Overlay District and for Related Amendments, as submitted.

Signed: _____

Steve Cashman, Chair
Plan Commission
Village of Hinsdale


Date: _____

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1763

MEETING DATE: September 6, 2022

FROM: Alison Brothen, Finance Director 

Recommended Motion

Approve payment of the accounts payable for the period of August 11, 2022 through August 31, 2022 in the aggregate amount of \$1,621,469.33 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 #1763 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 #1763

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1763

FOR PERIOD August 11, 2022 through August 31, 2022

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,621,469.33 reviewed and approved by the below named officials.

APPROVED BY Alison Brothen DATE 9/1/22
FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
#1763
Summary By Fund

| Recap By Fund | Fund | Regular Checks | ACH/Wire Transfers | Total |
|--------------------------|-------------|---------------------------|-------------------------------|---------------------|
| General Fund | 100 | 540,427.09 | 170,314.16 | 710,741.25 |
| 2014B GO Bond Fund | 306 | 475.00 | - | 475.00 |
| 2021 GO Refunding Bonds | 310 | 475.00 | | 475.00 |
| Capital Project Fund | 400 | 551,933.79 | - | 551,933.79 |
| Water & Sewer Operations | 600 | 60,392.39 | - | 60,392.39 |
| Escrow Funds | 720 | 145,000.00 | - | 145,000.00 |
| Payroll Revolving Fund | 740 | 4,860.78 | 144,625.36 | 149,486.14 |
| Library Operating Fund | 900 | 2,965.76 | - | 2,965.76 |
| Total | | 1,306,529.81 | 314,939.52 | 1,621,469.33 |

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1763

| Payee/ Date | Description | Vendor Invoice | Invoice Amount |
|---|-------------------------------------|-------------------------------|----------------------|
| Electronic Federal Tax Payment Systems 8/19/2022 | Village Payroll #17 - Calendar 2022 | FWH/FICA/Medicare | \$ 100,874.34 |
| Illinois Department of Revenue 8/19/2022 | Village Payroll #17 - Calendar 2022 | State Tax Withholding | \$ 21,372.89 |
| ICMA - 457 Plans 8/19/2022 | Village Payroll #17 - Calendar 2022 | Employee Withholding | \$ 20,639.38 |
| HSA PLAN CONTRIBUTION 8/19/2022 | Village Payroll #17 - Calendar 2022 | Employer/Employee Withholding | \$ 1,738.75 |
| Intergovernmental Personnel Benefit Cooperative | | Employee Insurance | \$ 170,314.16 |
| Illinois Municipal Retirement Fund | | Employer/Employee | \$ - |
| Total Bank Wire Transfers and ACH Payments | | | \$ 314,939.52 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|--|--|------------------|
| TOSHIBA AMER BUSINESS SOLUTIONS | | |
| 5831380 | MAINT COPIER PW 5/1-7/31/22 | 66.24 |
| 5831360 | MAINT COPIER PD 5/1-7/31/22 | 349.75 |
| 5831321 | MAINT COPIER FINANCE 5/1-7/31/22 | 339.02 |
| 5831478 | MAINT COPIER COM DEV/PARKS 5/1-7/31/22 | 638.95 |
| 5831478 | MAINT COPIER COM DEV/PARKS 5/1-7/31/22 | 278.13 |
| 5831254 | MAINT COPIER FIRE 5/1-7/31/22 | 169.65 |
| Check Date 8/16/2022 Total For Check # 113406 | | 1,841.74 |
| WEX BANK | | |
| 82766337 | UNLEADED FUEL JULY22 | 176.84 |
| 82766337 | UNLEADED FUEL JULY22 | 690.36 |
| 82766337 | UNLEADED FUEL JULY22 | 6,174.94 |
| 82766337 | UNLEADED FUEL JULY22 | 1,411.40 |
| 82766337 | UNLEADED FUEL JULY22 | 349.82 |
| 82766337 | UNLEADED FUEL JULY22 | 103.20 |
| 82766337 | UNLEADED FUEL JULY22 | 351.39 |
| 82766337 | UNLEADED FUEL JULY22 | 1,486.93 |
| 82766337 | UNLEADED FUEL JULY22 | 1,018.33 |
| 82766337 | UNLEADED FUEL JULY22 | -194.08 |
| Check Date 8/16/2022 Total For Check # 113407 | | 11,569.13 |
| AMERICAN EXPRESS | | |
| 8-03003-081222 | MISC CHARGES AUG22 | 25.00 |
| 8-03003-081222 | MISC CHARGES AUG22 | -0.70 |
| Check Date 8/23/2022 Total For Check # 113408 | | 24.30 |
| BULLSEYE TELECOM INC | | |
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 798.38 |
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 84.50 |
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 79.85 |
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 319.39 |
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 62.91 |
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 705.74 |
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 438.81 |
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 84.50 |
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 79.85 |
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 164.35 |
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 56.42 |
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 4.62 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|----------------------------------|---|----------------|
| 43575462 | PHONE CHARGES 7/26-8/25/22 | 42.32 |
| | Check Date 8/23/2022 Total For Check # 113409 | 2,921.64 |
| COMCAST | | |
| 8771201110037136 | POOL 8/4-9/3/22 | 164.80 |
| 8771201110009242 | POLICE/FIRE 8/16-9/15/22 | 77.68 |
| 8771201110009242 | POLICE/FIRE 8/16-9/15/22 | 77.68 |
| | Check Date 8/23/2022 Total For Check # 113410 | 320.16 |
| BMO HARRIS BANK N.A. PYMT | | |
| JULY22 | MISC CHARGES JULY22 | 148.50 |
| JULY22 | MISC CHARGES JULY22 | 26.64 |
| JULY22 | MISC CHARGES JULY22 | 46.91 |
| JULY22 | MISC CHARGES JULY22 | 12.92 |
| JULY22 | MISC CHARGES JULY22 | 10.37 |
| JULY22 | MISC CHARGES JULY22 | 2,205.24 |
| JULY22 | MISC CHARGES JULY22 | 44.94 |
| JULY22 | MISC CHARGES JULY22 | 15.07 |
| JULY22 | MISC CHARGES JULY22 | 3.02 |
| JULY22 | MISC CHARGES JULY22 | 27.99 |
| JULY22 | MISC CHARGES JULY22 | 36.82 |
| JULY22 | MISC CHARGES JULY22 | 2.69 |
| JULY22 | MISC CHARGES JULY22 | 35.47 |
| JULY22 | MISC CHARGES JULY22 | 2.75 |
| JULY22 | MISC CHARGES JULY22 | 214.57 |
| JULY22 | MISC CHARGES JULY22 | 113.18 |
| JULY22 | MISC CHARGES JULY22 | 250.00 |
| JULY22 | MISC CHARGES JULY22 | 180.00 |
| JULY22 | MISC CHARGES JULY22 | 88.68 |
| JULY22 | MISC CHARGES JULY22 | 201.13 |
| JULY22 | MISC CHARGES JULY22 | 6.98 |
| JULY22 | MISC CHARGES JULY22 | 0.99 |
| JULY22 | MISC CHARGES JULY22 | 180.00 |
| JULY22 | MISC CHARGES JULY22 | 41.52 |
| JULY22 | MISC CHARGES JULY22 | 57.01 |
| JULY22 | MISC CHARGES JULY22 | 15.00 |
| JULY22 | MISC CHARGES JULY22 | 15.96 |
| JULY22 | MISC CHARGES JULY22 | 19.95 |
| JULY22 | MISC CHARGES JULY22 | 0.99 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|---------|---------------------|----------------|
| JULY22 | MISC CHARGES JULY22 | 177.15 |
| JULY22 | MISC CHARGES JULY22 | 38.99 |
| JULY22 | MISC CHARGES JULY22 | 50.00 |
| JULY22 | MISC CHARGES JULY22 | 50.00 |
| JULY22 | MISC CHARGES JULY22 | 695.00 |
| JULY22 | MISC CHARGES JULY22 | 80.75 |
| JULY22 | MISC CHARGES JULY22 | 224.97 |
| JULY22 | MISC CHARGES JULY22 | 32.99 |
| JULY22 | MISC CHARGES JULY22 | 135.49 |
| JULY22 | MISC CHARGES JULY22 | 60.00 |
| JULY22 | MISC CHARGES JULY22 | 90.88 |
| JULY22 | MISC CHARGES JULY22 | 12.79 |
| JULY22 | MISC CHARGES JULY22 | 186.08 |
| JULY22 | MISC CHARGES JULY22 | 15.48 |
| JULY22 | MISC CHARGES JULY22 | 47.00 |
| JULY22 | MISC CHARGES JULY22 | 90.00 |
| JULY22 | MISC CHARGES JULY22 | 78.62 |
| JULY22 | MISC CHARGES JULY22 | 88.00 |
| JULY22 | MISC CHARGES JULY22 | 21.93 |
| JULY22 | MISC CHARGES JULY22 | 18.88 |
| JULY22 | MISC CHARGES JULY22 | 369.71 |
| JULY22 | MISC CHARGES JULY22 | 108.77 |
| JULY22 | MISC CHARGES JULY22 | 32.42 |
| JULY22 | MISC CHARGES JULY22 | 129.94 |
| JULY22 | MISC CHARGES JULY22 | 112.27 |
| JULY22 | MISC CHARGES JULY22 | 81.91 |
| JULY22 | MISC CHARGES JULY22 | 69.95 |
| JULY22 | MISC CHARGES JULY22 | 7.99 |
| JULY22 | MISC CHARGES JULY22 | 174.85 |
| JULY22 | MISC CHARGES JULY22 | 154.40 |
| JULY22 | MISC CHARGES JULY22 | 15.99 |
| JULY22 | MISC CHARGES JULY22 | 27.02 |
| JULY22 | MISC CHARGES JULY22 | 97.63 |
| JULY22 | MISC CHARGES JULY22 | 61.01 |
| JULY22 | MISC CHARGES JULY22 | 86.01 |
| JULY22 | MISC CHARGES JULY22 | 140.00 |
| JULY22 | MISC CHARGES JULY22 | 0.99 |
| JULY22 | MISC CHARGES JULY22 | 37.95 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|------------------------------------|--|-----------------|
| JULY22 | MISC CHARGES JULY22 | 100.00 |
| JULY22 | MISC CHARGES JULY22 | 51.35 |
| JULY22 | MISC CHARGES JULY22 | 100.00 |
| | Check Date 8/23/2022 Total For Check # 113411 | 8,160.45 |
| AT & T | | |
| 63032338639258 | VEECK PARK-WP 8/13-9/12/22 | 489.13 |
| | Check Date 8/25/2022 Total For Check # 113412 | 489.13 |
| BRIDGEPAY NETWORK SOLUTIONS | | |
| 10401 | JUNE22 TRANSACTIONS | 41.80 |
| | Check Date 8/25/2022 Total For Check # 113413 | 41.80 |
| PEERLESS NETWORK, INC | | |
| 549846 | PHONE CHARGES 8/15-9/14/22 | 50.48 |
| 549846 | PHONE CHARGES 8/15-9/14/22 | 255.31 |
| 549846 | PHONE CHARGES 8/15-9/14/22 | 318.80 |
| 549846 | PHONE CHARGES 8/15-9/14/22 | 203.78 |
| 549846 | PHONE CHARGES 8/15-9/14/22 | 233.24 |
| 549846 | PHONE CHARGES 8/15-9/14/22 | 199.99 |
| | Check Date 8/25/2022 Total For Check # 113414 | 1,261.60 |
| TOSHIBA FINANCIAL SERVICE | | |
| 479934317 | COPIER LEASE COM DEV/PARKS 8/6-9/6/22 | 192.50 |
| 479934317 | COPIER LEASE COM DEV/PARKS 8/6-9/6/22 | 82.50 |
| | Check Date 8/25/2022 Total For Check # 113415 | 275.00 |
| AFLAC-FLEXONE | | |
| 19873 | Payroll Run 1 - Warrant PR2217 | 764.57 |
| | Check Date 8/26/2022 Total For Check # 113416 | 764.57 |
| NATIONWIDE RETIREMENT SOL | | |
| 19872 | Payroll Run 1 - Warrant PR2217 | 525.00 |
| | Check Date 8/26/2022 Total For Check # 113417 | 525.00 |
| NATIONWIDE TRUST CO FSB | | |
| 19874 | Payroll Run 1 - Warrant PR2217 | 3,340.44 |
| | Check Date 8/26/2022 Total For Check # 113418 | 3,340.44 |
| STATE DISBURSEMENT UNIT | | |
| 19875 | Payroll Run 1 - Warrant PR2217 | 230.77 |
| | Check Date 8/26/2022 Total For Check # 113419 | 230.77 |
| 104TH ILL VOLUNTEER | | |
| 070422 | JULY 4TH PARTICIPANT | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113420 | 500.00 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|----------------------------------|--|----------------|
| 5 STAR SOCCER CAMPS, INC | | |
| 8.1.22 | 5 STAR SOCCER CAMPS 8-1 | 3,800.00 |
| | Check Date 8/31/2022 Total For Check # 113421 | 3,800.00 |
| A BLOCK MARKETING INC | | |
| LC00066211 | WOOD CHIP DISPOSAL | 30.00 |
| | Check Date 8/31/2022 Total For Check # 113422 | 30.00 |
| AEP ENERGY | | |
| 3013129837-JULY22 | 2 E N STOUGH/STREET LIGHT 6/22-7/22/22 | 6,993.21 |
| 3014421204-JULY22 | 19 E CHGO-TRANSFORMER 6/17-7/19/22 | 831.67 |
| 3014421192-JUL22 | 908 ELM ST 6/17-7/19/22 | 258.27 |
| 3014421192-AUG22 | 908 ELM ST-7/19-8/17/22 | 649.47 |
| | Check Date 8/31/2022 Total For Check # 113423 | 8,732.62 |
| AIR ONE EQUIPMENT | | |
| 183526 | NOZZLE | 450.00 |
| 183526 | NOZZLE | -165.00 |
| | Check Date 8/31/2022 Total For Check # 113424 | 285.00 |
| ALEXANDER EQUIPMENT | | |
| 190944 | PURCHASE 2022 CARLTON 7500 STUMP GRIND-BOT 2/15/22 | 54,900.00 |
| | Check Date 8/31/2022 Total For Check # 113425 | 54,900.00 |
| AMALGAMATED BK OF CHICAGO | | |
| TRUST #1857617007 | ADMIN FEE SERIES 2021 BOND 8/1/22-7/31/23 | 475.00 |
| | Check Date 8/31/2022 Total For Check # 113426 | 475.00 |
| AMALGAMATED BK OF CHICAGO | | |
| TRUST #1855503008 | ADMIN FEE SERIES 2014B BOND 8/1/22-7/31/23 | 475.00 |
| | Check Date 8/31/2022 Total For Check # 113427 | 475.00 |
| AMERICAN LITHOGRAPHY | | |
| 258382-01 | BROCHURE POSTCARD PRINTING | 1,326.00 |
| | Check Date 8/31/2022 Total For Check # 113428 | 1,326.00 |
| ANDRES MEDICAL BILLING LT | | |
| 255468 | JUNE COLLECTIONS | 1,540.94 |
| 255815 | JULY COLLECTIONS | 1,755.93 |
| | Check Date 8/31/2022 Total For Check # 113429 | 3,296.87 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|---------------------------------|--|----------------|
| ANDRZEJ JEDROL | | |
| 42 | JULY LODGE CLEANINGS | 2,930.00 |
| | Check Date 8/31/2022 Total For Check # 113430 | 2,930.00 |
| APEX LANDSCAPING INC | | |
| 1006043 | 2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22 | 541.00 |
| 1006043 | 2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22 | 4,149.00 |
| 1006043 | 2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22 | 14,106.00 |
| | Check Date 8/31/2022 Total For Check # 113431 | 18,796.00 |
| AQUA PURE ENTERPRISES | | |
| 0142000-IN | POOL LADDER | 79.31 |
| | Check Date 8/31/2022 Total For Check # 113432 | 79.31 |
| ASSOC TECHNICAL SERVICES | | |
| 35824 | TRACING WIRE FOR LOCATORS | 212.00 |
| | Check Date 8/31/2022 Total For Check # 113433 | 212.00 |
| BANNERVILLE USA | | |
| 32657 | DOG OFF LEASH RULES SIGNS | 2,640.00 |
| 32653 | POSTERS FOR BURLINGTON FALL 2022 | 115.00 |
| 32685 | POSTER FOR FALL BROCHURE | 90.00 |
| 32705 | POSTERS FOR BURLINGTON FALL | 270.00 |
| 32682 | SIGNS FOR PAY-BY-PLATE | 470.00 |
| 32721 | WELLNESS WEEK LIGHT POLE BANNERS | 1,200.00 |
| | Check Date 8/31/2022 Total For Check # 113434 | 4,785.00 |
| BE PREPARED | | |
| 7.26.22 | FIRST AID FOR KIDS | 75.00 |
| 8.1.22 | SAFE AT HOME | 70.00 |
| BABYSITTERS TRAINING | BABYSITTERS TRAINING | 180.00 |
| | Check Date 8/31/2022 Total For Check # 113435 | 325.00 |
| BEACON SSI INCORPORATED | | |
| 101691 | FUEL TANK INSPECTION-JULY22 | 190.00 |
| 101994 | GAS TANK INSPECTION AUG22 | 190.00 |
| | Check Date 8/31/2022 Total For Check # 113436 | 380.00 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|------------------------------------|---|----------------|
| BEARY LANDSCAPING, INC | | |
| 231135 | LABOR/INSTALL NEW LANDSCAPE BEDS MEM BLDG | 4,070.00 |
| | Check Date 8/31/2022 Total For Check # 113437 | 4,070.00 |
| BRIAN PANEK | | |
| 8.3.22 | SOFTBALL UMPIRES 2022 | 840.00 |
| | Check Date 8/31/2022 Total For Check # 113438 | 840.00 |
| BEST TECHNOLOGY SYSTEMS INC | | |
| BTL-22267 | RE-TEST AIR QUALITY ON RANGE | 550.00 |
| | Check Date 8/31/2022 Total For Check # 113439 | 550.00 |
| BRIDGEPAY NETWORK SOLUTIONS | | |
| 10588 | JULY22 TRANSACTIONS | 38.30 |
| | Check Date 8/31/2022 Total For Check # 113440 | 38.30 |
| BURR RIDGE PARK DISTRICT | | |
| 081021 | ZOMBIE CAMPS SUMMER 2022 | 880.00 |
| | Check Date 8/31/2022 Total For Check # 113441 | 880.00 |
| CALEA | | |
| INV38575 | ANNUAL CONTINUATION FEE | 4,745.00 |
| | Check Date 8/31/2022 Total For Check # 113442 | 4,745.00 |
| CALIBRE PRESS | | |
| 53087 | TRAINING | 140.00 |
| | Check Date 8/31/2022 Total For Check # 113443 | 140.00 |
| CAMPOS LANDSCAPING | | |
| 1308 | SOD & SPRINKLER DAMAGE FROM SEWER INSTALL | 830.00 |
| | Check Date 8/31/2022 Total For Check # 113444 | 830.00 |
| CARPET VALET | | |
| 072522 | CARPET CLEANING HALL-WATER | 180.00 |
| | Check Date 8/31/2022 Total For Check # 113445 | 180.00 |
| CARROT-TOP INDUSTRIES,IN | | |
| INV109386 | FLAG WATER PLANT | 152.57 |
| | Check Date 8/31/2022 Total For Check # 113446 | 152.57 |
| CDW-GOVERNMENT INC. | | |
| BN92512 | MIST POE INJECTOR | 127.26 |
| | Check Date 8/31/2022 Total For Check # 113447 | 127.26 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|---|--|----------------|
| CHARLES EQUIPMENT ENERGY SYSTEM LLC | | |
| 13191 | GENERATOR REPAIRS AT VEECK CSO-VOB 4/12/22 | 25,200.00 |
| 13191 | GENERATOR REPAIRS AT VEECK CSO-VOB 4/12/22 | 7,392.00 |
| Check Date 8/31/2022 Total For Check # 113448 | | 32,592.00 |
| CHICAGO ARTISAN ROASTERS | | |
| 1076 | COFFEE- BREAKROOM SUPPLIES | 45.00 |
| 1146 | COFFEE | 45.00 |
| Check Date 8/31/2022 Total For Check # 113449 | | 90.00 |
| CHICAGO ELITE VOLLEYBALL CLUB, LLC | | |
| 0554 | JULY YOUTH ACADEMY VOLLEYBALL | 336.00 |
| 0550 | BEACH CAMP SUMMER VOLLEYBALL | 600.00 |
| Check Date 8/31/2022 Total For Check # 113450 | | 936.00 |
| CHICAGO PARTS & SOUND LLC | | |
| 2J0003760 | INSTALL NEW DOCK -SQUAD 23 | 225.00 |
| Check Date 8/31/2022 Total For Check # 113451 | | 225.00 |
| CHRISTIAN STEVEN SOFTWARE | | |
| 427644 | ANNUAL MAINTENANCE PREMIUM | 1,303.17 |
| Check Date 8/31/2022 Total For Check # 113452 | | 1,303.17 |
| CINTAS CORPORATION 769 | | |
| 5118553379 | FIRST AID CABINET RE-STOCK | 158.72 |
| 5118553374 | RESTOCK MEDICAL CABINET | 107.94 |
| 5118553374 | RESTOCK MEDICAL CABINET | 107.95 |
| 5119056167 | PUB SVC FIRST AID | 282.22 |
| 5119056154 | WATER DEPT FIRST AID | 118.33 |
| 5110875789 | EYE WASH STATION-PUB SVC | 276.84 |
| 4127319822 | MAT & TOWEL SVC | 22.85 |
| 4127319822 | MAT & TOWEL SVC | 27.42 |
| 4127319822 | MAT & TOWEL SVC | 21.39 |
| 4127319822 | MAT & TOWEL SVC | 12.15 |
| 4127319822 | MAT & TOWEL SVC | 46.08 |
| 4127319822 | MAT & TOWEL SVC | 42.97 |
| 4128676601 | MAT & TOWEL SVC | 22.85 |
| 4128676601 | MAT & TOWEL SVC | 27.42 |
| 4128676601 | MAT & TOWEL SVC | 21.39 |
| 4128676601 | MAT & TOWEL SVC | 12.15 |
| 4128676601 | MAT & TOWEL SVC | 46.08 |
| 4128676601 | MAT & TOWEL SVC | 42.97 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|----------------------------------|---|----------------|
| | Check Date 8/31/2022 Total For Check # 113453 | 1,397.72 |
| CLARENDON HILLS PARK DIST | | |
| 303305S | MINI MANNERS ACADEMY | 112.00 |
| | Check Date 8/31/2022 Total For Check # 113454 | 112.00 |
| CLARK HILL PLC | | |
| 1232581 | LEGAL SERVICES THRU 7/31/22 | 142.00 |
| | Check Date 8/31/2022 Total For Check # 113455 | 142.00 |
| CLEANSWEEP | | |
| PS473900 | STREET SWEEPING | 1,553.52 |
| PS474021 | STREET SWEEPING | 1,463.28 |
| | Check Date 8/31/2022 Total For Check # 113456 | 3,016.80 |
| CLOWNING AROUND ENTERTNMT | | |
| 39186-SEP22 | FINAL PAY FALL FEST 2022 | 1,009.50 |
| | Check Date 8/31/2022 Total For Check # 113457 | 1,009.50 |
| COEO SOLUTIONS | | |
| 1074977 | HIGH SPEED INTERNET 8/1-8/31/22 | 1,303.55 |
| 1074977 | HIGH SPEED INTERNET 8/1-8/31/22 | 1,323.10 |
| | Check Date 8/31/2022 Total For Check # 113458 | 2,626.65 |
| COMED | | |
| 0015093062 | 57TH STREET | 72.20 |
| 0075151076 | ELEANOR PARK | 308.77 |
| 0203017056 | WARMING HOUSE/PADDLE HUT | 241.71 |
| 0203065105 | CHESTNUT PARKING | 31.53 |
| 0381057101 | CLOCK TOWER | 34.44 |
| 0395122068 | STREET LIGHTS | 34.40 |
| 0417073048 | 314 SYMONDS DR | 93.57 |
| 0427019145 | PD CAMERA | 32.61 |
| 0471095066 | FOUNTAIN | 213.39 |
| 0639032045 | ROBBINS PARK | 63.02 |
| 0651102260 | PD CAMERA | 31.94 |
| 0697168013 | STREET LIGHTS | 43.51 |
| 0825110049 | PD CAMERA | 29.96 |
| 1993023010 | RADIO EQUIPMENT FD | 108.11 |
| 2378029015 | WASHINGTON | 29.67 |
| 2425068008 | VEECK PARK | 2,318.52 |
| 3454039030 | VEECK PARK-WP | 392.12 |
| 6583006139 | BURLINGTON PARK | 94.18 |

**Warrant Register 1763**

| Invoice | Description | Invoice/Amount |
|--|---|------------------|
| 7011378007 | PIERCE PARK | 910.67 |
| 7093551008 | KLM LODGE 80/20 | 1,212.48 |
| 7093551008 | KLM LODGE 80/20 | 303.12 |
| 8521083007 | ROBBINS PARK | 90.57 |
| 8521342001 | TRAIN STATION | 128.84 |
| 8605174005 | BROOK PARK | 72.42 |
| 8605437007 | POOL | 3,811.33 |
| 8521400008 | WATER PLANT | 36.84 |
| Check Date 8/31/2022 Total For Check # 113459 | | 10,739.92 |
| COMED | | |
| 0499147045 | BURLINGTON PARK | 29.17 |
| 1107024145 | LANDSCAPE LIGHTS 650 | 25.08 |
| 1507053046 | PD CAMERA | 28.04 |
| 2195166237 | PD CAMERA | 28.03 |
| 2771151012 | PD CAMERA | 27.56 |
| 7011157008 | NS CBQ RR | 26.54 |
| 7011481018 | WALNUT STREET | 24.31 |
| 8689206002 | ELEANOR PARK | 27.14 |
| 8689640004 | BURNS FIELD | 19.89 |
| 7261620005 | SAFETY TOWN | 20.09 |
| Check Date 8/31/2022 Total For Check # 113460 | | 255.85 |
| COMED-6112 | | |
| 1653148069 | TRAFFIC SIGNALS 6/28-6/28/22 | 61.62 |
| Check Date 8/31/2022 Total For Check # 113461 | | 61.62 |
| CONSTELLATION NEWENERGY | | |
| 3553327 | GAS BILLS 7/1-7/31/22 | 142.52 |
| 3553327 | GAS BILLS 7/1-7/31/22 | 142.51 |
| 3553327 | GAS BILLS 7/1-7/31/22 | 220.84 |
| 3553327 | GAS BILLS 7/1-7/31/22 | 260.55 |
| 3553327 | GAS BILLS 7/1-7/31/22 | 681.04 |
| 3553327 | GAS BILLS 7/1-7/31/22 | 245.01 |
| Check Date 8/31/2022 Total For Check # 113462 | | 1,692.47 |
| COOK COUNTY TREASURER | | |
| 2022-1 | MAINTENANCE OF TRAFFIC SIGNAL-01/01/22-03/31/22 | 24.00 |
| 2022-2 | MAINTENANCE OF TRAFFIC SIGNAL-4/1-6/30/22 | 24.00 |
| Check Date 8/31/2022 Total For Check # 113463 | | 48.00 |



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| Invoice | Description | Invoice/Amount |
|---|--|----------------|
| CORE & MAIN LP | | |
| R359253 | TAPPING MATERIAL | 5,266.90 |
| Q867875 | 3/4S METERS | 3,048.00 |
| R330738 | 3/4S METERS | 1,016.00 |
| R148031 | TAPPING MATERIAL | 4,088.86 |
| Check Date 8/31/2022 Total For Check # 113464 | | 13,419.76 |
| COURTYARD CUSTOM BUILDERS INC | | |
| 26791 | CONT BD-457 S CLAY #26791 | 10,000.00 |
| 26792 | ST MGMT-457 S CLAY #26792 | 3,000.00 |
| Check Date 8/31/2022 Total For Check # 113465 | | 13,000.00 |
| DAILY HERALD PADDOCK PUB | | |
| 224154 | BOFPC AMENDMENT | 66.15 |
| Check Date 8/31/2022 Total For Check # 113466 | | 66.15 |
| DISCOUNT FENCE | | |
| 310513 | FENCE BOARD REPAIR | 190.00 |
| Check Date 8/31/2022 Total For Check # 113467 | | 190.00 |
| DOCU-SHRED, INC. | | |
| 49213 | DOCUMENT DESTRUCTION | 40.00 |
| Check Date 8/31/2022 Total For Check # 113468 | | 40.00 |
| DOOR TO DOOR DIRECT | | |
| 18114 | DELIVERY OF FALL POSTCARDS | 1,006.50 |
| Check Date 8/31/2022 Total For Check # 113469 | | 1,006.50 |
| DUDEK, RYAN | | |
| 082522 | TUITION REIMBURSEMENT | 846.28 |
| Check Date 8/31/2022 Total For Check # 113470 | | 846.28 |
| EAST AVE LACROSSE | | |
| VOHSummerCamp2 022 | Lacrosse Summer Camp 2022 | 1,287.00 |
| VOHSummerTrainin g22 | LACROSSE TRAINING PROGRAMS SUMMER 2022 | 4,270.00 |
| Check Date 8/31/2022 Total For Check # 113471 | | 5,557.00 |
| ETP LABS, INC | | |
| 22-136035 | MONTHLY BACTERIA SAMPLES JUNE22 | 288.00 |
| Check Date 8/31/2022 Total For Check # 113472 | | 288.00 |
| FACTORY MOTOR PARTS CO | | |
| 60-342559 | BRAKE PADS #32 | 99.98 |
| 60-342682 | BALL JOINTS #32 | 268.82 |



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| Invoice | Description | Invoice/Amount |
|---|---|----------------|
| 50-4021310 | RT HUB & BEARING #32 | 347.00 |
| | Check Date 8/31/2022 Total For Check # 113473 | 715.80 |
| FCWRD | | |
| 009575-000-JUN22 | SEWER 5/27-7/26/22 | 29.30 |
| | Check Date 8/31/2022 Total For Check # 113474 | 29.30 |
| FEDEX | | |
| 7-832-55062 | SHIPPING CROWN CASTLE- GARGANO | 93.49 |
| | Check Date 8/31/2022 Total For Check # 113475 | 93.49 |
| FIRESTONE STORES | | |
| 141348 | NEW TIRES- SQAUD 45 | 620.80 |
| M159529 | TIRES #32 | 671.60 |
| | Check Date 8/31/2022 Total For Check # 113476 | 1,292.40 |
| FIRST COMMUNICATIONS, LLC | | |
| 124018363 | PHONE CHARGES 7/22-8/21/22 | 321.32 |
| 124018363 | PHONE CHARGES 7/22-8/21/22 | 110.70 |
| 124018363 | PHONE CHARGES 7/22-8/21/22 | 231.62 |
| 124018363 | PHONE CHARGES 7/22-8/21/22 | 63.00 |
| 124018363 | PHONE CHARGES 7/22-8/21/22 | 486.23 |
| 124018363 | PHONE CHARGES 7/22-8/21/22 | 208.38 |
| 124018363 | PHONE CHARGES 7/22-8/21/22 | 815.14 |
| | Check Date 8/31/2022 Total For Check # 113477 | 2,236.39 |
| FITZGERALD LIGHTING & MAINTENANCE CO | | |
| 36388 | VEECK ATHLETIC LIGHT MAINTENANCE | 2,521.00 |
| | Check Date 8/31/2022 Total For Check # 113478 | 2,521.00 |
| FLEET SAFETY SUPPLY | | |
| 79483 | STAFF CAR EQUIPMENT | 10,749.66 |
| | Check Date 8/31/2022 Total For Check # 113479 | 10,749.66 |
| FOSTER'S TEST LANE LLC | | |
| 39879 | SAFETY LANES | 162.00 |
| 39879 | SAFETY LANES | 81.00 |
| 39879 | SAFETY LANES | 40.50 |
| 40415 | SAFETY LANE UNIT #M84 | 40.50 |
| | Check Date 8/31/2022 Total For Check # 113480 | 324.00 |
| FOX VALLEY FIRE & SAFETY | | |
| IN00540841 | EXTINGUISHER SERVICE | 453.35 |
| | Check Date 8/31/2022 Total For Check # 113481 | 453.35 |



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| Invoice | Description | Invoice/Amount |
|------------------------------------|---|----------------|
| FREEWAY FORD TRUCK SALES | | |
| 558452 | NUT #32 | 3.01 |
| 558663 | M84 BRAKES | 1,155.67 |
| | Check Date 8/31/2022 Total For Check # 113482 | 1,158.68 |
| FULLERS HOME & HARDWARE | | |
| JULY22 | MISC HARDWARE JULY22 | 22.93 |
| JULY22 | MISC HARDWARE JULY22 | 14.39 |
| JULY22 | MISC HARDWARE JULY22 | 55.40 |
| JULY22 | MISC HARDWARE JULY22 | 7.16 |
| | Check Date 8/31/2022 Total For Check # 113483 | 99.88 |
| FULLERS SERVICE CENTER IN | | |
| 61 | WEEKEND CBD GARBAGE & PARKS | 2,530.00 |
| MP1133-IL(#134) | TIRE REPAIR | 35.00 |
| JULY2022 | CAR WASH- JULY 2022 | 152.00 |
| 317 | WASH & INTERIOR CLEAN | 35.00 |
| BD95644-IL(#124) | TIRE CHECK/PUT SPARE ON | 35.00 |
| | Check Date 8/31/2022 Total For Check # 113484 | 2,787.00 |
| FUN EXPRESS, LLC | | |
| 718502929-01 | EVENT SUPPLIES | 408.94 |
| | Check Date 8/31/2022 Total For Check # 113485 | 408.94 |
| GALLS | | |
| 4873440 | UNIFORM ALLOW | 57.83 |
| | Check Date 8/31/2022 Total For Check # 113486 | 57.83 |
| GRAINGER, INC. | | |
| 9402239132 | HVAC SVC-OIL | 11.70 |
| 9402239132 | HVAC SVC-OIL | 11.70 |
| 9402239132 | HVAC SVC-OIL | 5.85 |
| 9402239132 | HVAC SVC-OIL | 5.85 |
| 9414033580 | BATTERIES FOR TOOLS | 80.33 |
| | Check Date 8/31/2022 Total For Check # 113487 | 115.43 |
| GRASSO GRAPHICS INC | | |
| 32017 | WELLNESS WEEK POSTERS | 550.59 |
| | Check Date 8/31/2022 Total For Check # 113488 | 550.59 |
| HAWKINS, INC. | | |
| 6202912 | POOL CHEMICALS | 1,732.66 |
| 6227853 | POOL CHEMICALS | 1,900.23 |
| 6227854 | POOL CHEMICALS | 1,134.21 |



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| Invoice | Description | Invoice/Amount |
|---|---|----------------|
| 6240849 | POOL CHEMICALS | 886.95 |
| 6240848 | POOL CHEMICALS | 912.89 |
| 6254372 | POOL CHEMICALS | 1,094.44 |
| Check Date 8/31/2022 Total For Check # 113489 | | 7,661.38 |
| HEALY ASPHALT COMPANY LLC | | |
| 32759 | COLD PATCH | 970.30 |
| Check Date 8/31/2022 Total For Check # 113490 | | 970.30 |
| HIGHLAND PRODUCTS GROUP, LLC | | |
| 310026124 | NEW TRASH CANS-IN 2022 OPERATING BUDGET | 4,717.00 |
| 310026124 | NEW TRASH CANS-IN 2022 OPERATING BUDGET | 4,000.00 |
| Check Date 8/31/2022 Total For Check # 113491 | | 8,717.00 |
| HINSDALE NURSERIES, INC. | | |
| 27111 | CONT BD-17 ULM #27111 | 500.00 |
| 1765355 | ADDL PLANTS FOR MB LANDSCAPE PROJ | 214.00 |
| Check Date 8/31/2022 Total For Check # 113492 | | 714.00 |
| HOME DEPOT CREDIT SERVICE | | |
| JULY22 | MISC HARDWARE & TOOLS | 214.89 |
| JULY22 | MISC HARDWARE & TOOLS | 65.31 |
| JULY22 | MISC HARDWARE & TOOLS | 32.42 |
| JULY22 | MISC HARDWARE & TOOLS | 95.84 |
| JULY22 | MISC HARDWARE & TOOLS | 59.93 |
| Check Date 8/31/2022 Total For Check # 113493 | | 468.39 |
| HONEY BUCKET | | |
| 23386 | PORTABLE RESTROOMS IN PARK | 445.00 |
| Check Date 8/31/2022 Total For Check # 113494 | | 445.00 |
| HUDSON BOILER & TANK CO | | |
| 11561 | BOILER REPAIR-VILLAGE HALL | 6,809.00 |
| Check Date 8/31/2022 Total For Check # 113495 | | 6,809.00 |
| HUGHES ENVIRONMENTAL CONSULTING INC | | |
| 120 | VEECK CSO OPERATOR-MONTH FEE-JULY | 400.00 |
| Check Date 8/31/2022 Total For Check # 113496 | | 400.00 |
| I-PAC | | |
| 397 | 2022/23 MEMBERSHIP DUES | 100.00 |
| Check Date 8/31/2022 Total For Check # 113497 | | 100.00 |
| IL HOMICIDE INVESTIGATORS ASSOC | | |
| 2022A087 | TRAINING/CONFERENCE | 750.00 |
| Check Date 8/31/2022 Total For Check # 113498 | | 750.00 |

**Warrant Register 1763**

| Invoice | Description | Invoice/Amount |
|--------------------------------------|--|-----------------------|
| IL LEAP | | |
| 225 | 2022 CONFERENCE-NINA | 299.00 |
| | Check Date 8/31/2022 Total For Check # 113499 | 299.00 |
| IL OFC OF STATE FIRE MARSHALL | | |
| 5125129014 | WATER PLANT INSPECTION | 75.00 |
| 5125129016 | POLICE/FIRE INSPECTION | 75.00 |
| 5125129013 | KLM INSPECTION | 75.00 |
| 5125129015 | VILLAGE HALL INSPECTION | 150.00 |
| | Check Date 8/31/2022 Total For Check # 113500 | 375.00 |
| ILLINOIS PHLEBOTOMY SVCS | | |
| 1611 | PHLEBOTOMIST SERVICES- 07/02 & 07/23 | 550.00 |
| | Check Date 8/31/2022 Total For Check # 113501 | 550.00 |
| INDUSTRIAL ELECTRIC SUPPLY | | |
| S100013557.001 | POOL LIGHTING REPAIR-BATTERY | 47.00 |
| S100010046.003 | STREET LIGHT POLE-CLAIM #181184-01 LINCOLN & FIRST | 2,418.36 |
| | Check Date 8/31/2022 Total For Check # 113502 | 2,465.36 |
| INTERNATIONAL EXTERMINATO | | |
| 70185 | PEST CONTROL | 296.00 |
| 08-768 | PEST CONTROL SVC-AUG22 | 47.00 |
| 08-768 | PEST CONTROL SVC-AUG22 | 47.00 |
| 08-768 | PEST CONTROL SVC-AUG22 | 132.00 |
| 08-768 | PEST CONTROL SVC-AUG22 | 47.00 |
| 08-768 | PEST CONTROL SVC-AUG22 | 47.00 |
| | Check Date 8/31/2022 Total For Check # 113503 | 616.00 |
| INTERSTATE BATTERY SYSTEM | | |
| 10076073 | BATTERY #1 & #844 | 119.00 |
| 10076073 | BATTERY #1 & #844 | 119.00 |
| | Check Date 8/31/2022 Total For Check # 113504 | 238.00 |
| INTOXIMETERS, INC. | | |
| 712915 | DRY GAS | 139.50 |
| | Check Date 8/31/2022 Total For Check # 113505 | 139.50 |
| IRISH CASTLE | | |
| 25727 | CONT BD-711 S OAK #25727 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113506 | 500.00 |



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| Invoice | Description | Invoice/Amount |
|---|--|------------------|
| IRMA | | |
| 181458-01 | OVERPAY FROM IRMA #181458-01/GENERATOR FEES | 4,314.00 |
| IVC0011882 | VOLUNTEER COVERAGE | 425.00 |
| IVC0011882 | VOLUNTEER COVERAGE | 425.00 |
| SALES0020214 | MAY DEDUCTIBLE | 16,182.15 |
| SALES0020214 | MAY DEDUCTIBLE | 1,301.55 |
| SALES0020214 | MAY DEDUCTIBLE | 1,016.04 |
| SALES0020214 | MAY DEDUCTIBLE | 122.49 |
| SALES0020080 | 2019 CLOSED CLAIMS APRIL | 700.00 |
| SALES0020169 | 2022 CLOSED CLAIMS APRIL | 27,972.44 |
| SALES0020169 | 2022 CLOSED CLAIMS APRIL | 482.88 |
| SALES0020169 | 2022 CLOSED CLAIMS APRIL | 2,418.27 |
| SALES0020120 | 2021 CLOSED CLAIMS APRIL | 7,806.50 |
| SALES0020120 | 2021 CLOSED CLAIMS APRIL | 8,230.72 |
| | Check Date 8/31/2022 Total For Check # 113507 | 71,397.04 |
| J JORDAN HOMES | | |
| 26290 | ST MGMT-844 S LINCOLN #26290 | 3,000.00 |
| | Check Date 8/31/2022 Total For Check # 113508 | 3,000.00 |
| JAMES J BENES & ASSOC INC | | |
| PAYMENT #08 | FY 2022 3RD PTY REVIEWS | 4,000.00 |
| PROJ #1617.000 | THE LANE DRAINAGE STUDY PAY #7 | 2,356.12 |
| | Check Date 8/31/2022 Total For Check # 113509 | 6,356.12 |
| JC LICHT, LLC | | |
| 09222528 | CLOCK TOWER REPAIRS | 85.12 |
| 09222087 | MEM HALL CLOCK TOWER PAINT | 105.59 |
| | Check Date 8/31/2022 Total For Check # 113510 | 190.71 |
| LITTLE MEDICAL SCHOOL CHICAGO WEST | | |
| 7.22.22 | WILDERNESS MEDICINE | 225.00 |
| | Check Date 8/31/2022 Total For Check # 113511 | 225.00 |
| JENTEL, MICHAEL | | |
| 170 | MEM HALL CLOCK TOWER WOOD REPAIR | 950.00 |
| | Check Date 8/31/2022 Total For Check # 113512 | 950.00 |
| JOHNSON CONTROLS SECURITY | | |
| 37735382 | FD/PD QUARTERLY FEE 9/1-11/30/22 | 54.00 |
| 37735382 | FD/PD QUARTERLY FEE 9/1-11/30/22 | 54.00 |
| | Check Date 8/31/2022 Total For Check # 113513 | 108.00 |



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| Invoice | Description | Invoice/Amount |
|-----------------------------------|---|----------------|
| JP SIMONS & COMPANY | | |
| 0168867 | BATTERIES | 73.44 |
| | Check Date 8/31/2022 Total For Check # 113514 | 73.44 |
| JSN CONTRACTORS SUPPLY | | |
| 85665 | LOCATING PAINT | 335.16 |
| 85706 | ASPHALT RAKES | 348.00 |
| | Check Date 8/31/2022 Total For Check # 113515 | 683.16 |
| K-FIVE CONSTRUCTION CORP | | |
| 40715 | HOT PATCH | 992.91 |
| 41043 | HOT PATCH | 353.97 |
| 40944 | HOT PATCH | 492.66 |
| | Check Date 8/31/2022 Total For Check # 113516 | 1,839.54 |
| KARGE, CHANTAL | | |
| 082222 | MISC SUPPLIES-PLANTS/PAINT | 95.37 |
| | Check Date 8/31/2022 Total For Check # 113517 | 95.37 |
| KASPERSKI, ERIC | | |
| 072522 | REPAIR FOR VEHICLE DAMAGE-OPEN STORM GRATE | 152.70 |
| | Check Date 8/31/2022 Total For Check # 113518 | 152.70 |
| KINGS LANDSCAPING CO | | |
| 27176 | CONT BD-437 S STOUGH #27176 | 1,000.00 |
| 26876 | CONT BD-602 S LINCOLN #26876 | 2,250.00 |
| 26259 | CONT BD-21 E 8TH #26259 | 6,000.00 |
| 27036 | CONT BD-228 N OAK #27036 | 4,000.00 |
| 26857 | ST MGMT-305 E FIRST #26857 | 1,250.00 |
| 27150 | CONT BD-43 S ADAMS #27150 | 500.00 |
| 27202 | CONT BD-224 S BODIN #27202 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113519 | 15,500.00 |
| KIPPS LAWNMOWER SALES | | |
| 508170 | SAW REPAIR | 78.35 |
| | Check Date 8/31/2022 Total For Check # 113520 | 78.35 |
| KLEIN, THORPE, JENKINS LTD | | |
| 227957-227963 | LEGAL FEES THRU 7/31/22 | 10,351.08 |
| | Check Date 8/31/2022 Total For Check # 113521 | 10,351.08 |
| KOWAL, KAREN | | |
| KK-AUGUST 2022 | NNO SUPPLIES & TRAINING LUNCH | 64.86 |
| KK-AUGUST 2022 | NNO SUPPLIES & TRAINING LUNCH | 44.28 |



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| Invoice | Description | Invoice/Amount |
|--------------------------------------|---|----------------|
| | Check Date 8/31/2022 Total For Check # 113522 | 109.14 |
| KRAMER FOODS | | |
| 7011 | SUPPLIES FOR SWIM TEAM EVENT | 58.44 |
| | Check Date 8/31/2022 Total For Check # 113523 | 58.44 |
| CARRYCASE ENTERPRISES INC | | |
| 24365 | CONCESSION STAND WINDOW REPAIR | 306.00 |
| | Check Date 8/31/2022 Total For Check # 113524 | 306.00 |
| LAKE VIEW NATURE CENTER | | |
| MARCH AND APRIL 2022 | MARCH AND APRIL NATURE PROGRAMS | 282.60 |
| MAY AND JUNE 2022 | MAY AND JUNE 2022 | 849.60 |
| | Check Date 8/31/2022 Total For Check # 113525 | 1,132.20 |
| LANGUAGE IN ACTION INC | | |
| 7.30.22 | CREATIVE WRITING FOR KIDS | 80.00 |
| | Check Date 8/31/2022 Total For Check # 113526 | 80.00 |
| LINDE GAS & EQUIPMENT INC | | |
| 30206310 | POOL CHEMICALS | 135.31 |
| | Check Date 8/31/2022 Total For Check # 113527 | 135.31 |
| LYONS, DAVID | | |
| 080422 | BALLOON ARTIST-NATL NIGHT OUT | 160.00 |
| | Check Date 8/31/2022 Total For Check # 113528 | 160.00 |
| M&J ASPHALT PAVING CO INC | | |
| PAY #1 | 2022 RESURFACING PROJ BOT 5/3/22 | 460,871.79 |
| | Check Date 8/31/2022 Total For Check # 113529 | 460,871.79 |
| MCELROY, GRANT | | |
| 08182022 | USB DRIVE | 45.00 |
| | Check Date 8/31/2022 Total For Check # 113530 | 45.00 |
| MENARDS | | |
| 705 | TUBE REPAIR | 39.35 |
| 03140 | SPRAY PAINT INTER TRUCK WHEELS | 31.92 |
| 03349 | TUCK POINTING SUPPLIES FOR HIGHLAND STATION | 68.54 |
| 03530 | ALGAECIDE FOR SIDEWALK | 7.85 |
| 03199 | TOOLS | 82.82 |
| | Check Date 8/31/2022 Total For Check # 113531 | 230.48 |

VOID #113532



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|--|---|----------------|
| MIDWEST TIME RECORDER | | |
| 186126 | PUB SVC TIME CLOCK-JULY | 94.60 |
| | Check Date 8/31/2022 Total For Check # 113533 | 94.60 |
| MOLITOR GROUND MAINTENANCE INC | | |
| 207215584 | BROOK PARK IRRIGATION REPAIR | 1,295.00 |
| | Check Date 8/31/2022 Total For Check # 113534 | 1,295.00 |
| MONROE TRUCK EQUIPT CO | | |
| 337010 | AUGER GEAR FOR #5 | 781.13 |
| | Check Date 8/31/2022 Total For Check # 113535 | 781.13 |
| MUNICIPAL SERVICES ASSOCIATES INC | | |
| 29-2127-22 | ROW PERMITTING COMM COMP-PAY #13 | 1,000.00 |
| 28-2126-22 | ROW PERMITTING COMM COMP-PAY #12 | 1,020.00 |
| | Check Date 8/31/2022 Total For Check # 113536 | 2,020.00 |
| NAMEPLATE & PANEL TECH | | |
| 278754 | TAGS FOR TRIBUTE TREES | 182.00 |
| | Check Date 8/31/2022 Total For Check # 113537 | 182.00 |
| NAPA AUTO PARTS | | |
| 4343-792391 | STOPLIGHT SWITCH & CONNECTOR #97 | 23.05 |
| 4343-794988 | FILTERS FOR FUEL PUMPS | 25.28 |
| 4343-794038 | INSTRUMENT CLUSTER BULBS #21 | 5.56 |
| | Check Date 8/31/2022 Total For Check # 113538 | 53.89 |
| NEUCO INC | | |
| 5976079 | POOL EQUIPMENT | 60.08 |
| | Check Date 8/31/2022 Total For Check # 113539 | 60.08 |
| NICOR GAS | | |
| 13270110003 | 350 N VINE 7/18-8/15/22 | 157.91 |
| 12952110000 | 5905 S COUNTY LINE 7/19-8/16/22 | 54.50 |
| 06677356575 | PLATFORM TENNIS 7/19-8/16/22 | 225.96 |
| 38466010006 | 121 SYMONDS 7/18-8/15/22 | 87.34 |
| 38466010006 | 121 SYMONDS 7/18-8/15/22 | 87.34 |
| 90077900000 | YOUTH CENTER 7/18-8/15/22 | 78.74 |
| | Check Date 8/31/2022 Total For Check # 113540 | 691.79 |
| NORMANDY CONSTRUCTION | | |
| 26856 | CONT BD-220 E OGDEN #26856 | 2,400.00 |
| 26842 | CONT BD-913 OAKWOOD TER #26842 | 10,000.00 |
| | Check Date 8/31/2022 Total For Check # 113541 | 12,400.00 |



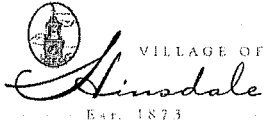
Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|---|--------------------------------|----------------|
| NUCO2 INC | | |
| 70319177 | POOL CHEMICALS | 461.81 |
| 70506378 | CO2 TANK LEASE | 380.11 |
| 70363458 | CO2 TANK LEASE | 159.48 |
| Check Date 8/31/2022 Total For Check # 113542 | | 1,001.40 |
| OAKWOOD ELECTRIC & GENERATOR | | |
| 27110 | CONT BD-827 S OAK #27110 | 500.00 |
| Check Date 8/31/2022 Total For Check # 113543 | | 500.00 |
| ALAMUDDIN, DARCY | | |
| 27240 | CONT BD-419 S BODIN #27240 | 1,250.00 |
| Check Date 8/31/2022 Total For Check # 113544 | | 1,250.00 |
| AMERICAN AIRLESS | | |
| 061322 | THERMOSTAT POOL PRESS WASHER | 45.88 |
| Check Date 8/31/2022 Total For Check # 113545 | | 45.88 |
| AMERICAN HOLIDAY LIGHTS | | |
| 78591TU | LODGE LIGHT MAINTENANCE | 250.00 |
| Check Date 8/31/2022 Total For Check # 113546 | | 250.00 |
| ANDERSON, ALISA | | |
| 27159 | CONT BD-212 N MONROE #27159 | 500.00 |
| Check Date 8/31/2022 Total For Check # 113547 | | 500.00 |
| AWICK, DARRYL | | |
| 27187 | CONT BD-318 W SECOND ST #27187 | 500.00 |
| Check Date 8/31/2022 Total For Check # 113548 | | 500.00 |
| BALD EAGLE CONSTRUCTION | | |
| 26896 | CONT BD-212 E CHICAGO #26896 | 500.00 |
| Check Date 8/31/2022 Total For Check # 113549 | | 500.00 |
| BARAKAT, OMAR | | |
| 27077 | CONT BD-5627 S OAK #27077 | 600.00 |
| Check Date 8/31/2022 Total For Check # 113550 | | 600.00 |
| BLAIR, KEVIN | | |
| 27189 | CONT BD-438 S BRUNER #27189 | 500.00 |
| Check Date 8/31/2022 Total For Check # 113551 | | 500.00 |
| BOYD, TRACY | | |
| 253490 | SWIM LESSONS CANCELLED | 170.00 |
| Check Date 8/31/2022 Total For Check # 113552 | | 170.00 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|---|---|----------------|
| BROWN, EMILY | | |
| 254240 | WITHDREW FROM PROGRAM | 134.00 |
| | Check Date 8/31/2022 Total For Check # 113553 | 134.00 |
| BUDGET PAVING | | |
| 27286 | CONT BD-201 N OAK #27286 | 750.00 |
| | Check Date 8/31/2022 Total For Check # 113554 | 750.00 |
| CHAVARRIA, ERICK | | |
| 28629 | CONT BD-233 S QUINCY #28629 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113555 | 500.00 |
| CHEN, LIAOHI | | |
| 28562 | CONT BD-901 S MONROE #28562 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113556 | 500.00 |
| CLY IRRIGATION | | |
| 25657 | CONT BD-544 THE LANE #25657 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113557 | 500.00 |
| COURTYARD CUSTOM BUILDER | | |
| 26371 | CONT BD-116 N CLAY #26371 | 3,000.00 |
| | Check Date 8/31/2022 Total For Check # 113558 | 3,000.00 |
| D'ALMEIDA, TRACI | | |
| 26542 | KLM SECURITY DEP-EN220807 #26542 | 250.00 |
| 26542 | KLM SECURITY DEP-EN220807 #26542 | -75.00 |
| | Check Date 8/31/2022 Total For Check # 113559 | 175.00 |
| ELECTRIC CONDUIT CONSTRUCTION CO | | |
| METER #83242028 | DEPOST/WATER USED | 2,000.00 |
| METER #83242028 | DEPOST/WATER USED | -16.00 |
| | Check Date 8/31/2022 Total For Check # 113560 | 1,984.00 |
| FISHER, HANNAH ROSE | | |
| 26256 | CONT BD-313 S LINCOLN #26256 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113561 | 500.00 |
| GAFFIGAN, JANE | | |
| 27133 | CONT BD-602 S WASHINGTON #27133 | 1,000.00 |
| | Check Date 8/31/2022 Total For Check # 113562 | 1,000.00 |
| GILL, CARA | | |
| 254236 | WITHDREW FROM PROGRAM | 150.00 |
| | Check Date 8/31/2022 Total For Check # 113563 | 150.00 |



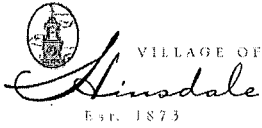
Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|---|---|----------------|
| GOLEMBIEWSKI, STEPHEN | | |
| 1 FOR 8/4/22 | DJ FOR MEMBER APPRECIATION EVENT | 250.00 |
| | Check Date 8/31/2022 Total For Check # 113564 | 250.00 |
| GOTTFRIED, TIM A | | |
| 28583 | CONT BD-208 E NINTH CT #28583 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113565 | 500.00 |
| HARDSCAPE INC | | |
| 27272 | CONT BD-220 N COUNTY LINE #27272 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113566 | 500.00 |
| HASSEL, COREY | | |
| 27250 | CONT BD-12 BONNIE BRAE #27250 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113567 | 500.00 |
| HOLTZMAN, ARIA | | |
| 253746 | CANCELLED SWIM LESSONS | 340.00 |
| | Check Date 8/31/2022 Total For Check # 113568 | 340.00 |
| IBAY, RAFAEL | | |
| 25997 | KLM SECURITY DEP-EN220730 #25997 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113569 | 500.00 |
| INTREN | | |
| METER #83079289 | DEPOSIT/WATER USED | 2,000.00 |
| METER #83079289 | DEPOSIT/WATER USED | -936.18 |
| | Check Date 8/31/2022 Total For Check # 113570 | 1,063.82 |
| JANICEK, JOHN R | | |
| 25899 | CONT BD-5606 S WASHINGTON #25899 | 5,000.00 |
| | Check Date 8/31/2022 Total For Check # 113571 | 5,000.00 |
| JONES & CLEARY ROOFING COMPANY INC | | |
| 27212 | CONT BD-120 N OAK #27212 | 1,000.00 |
| | Check Date 8/31/2022 Total For Check # 113572 | 1,000.00 |
| KING, NATALIE | | |
| 253296 | WITHDREW FROM 5 STAR SOCCER CAMP | 120.00 |
| | Check Date 8/31/2022 Total For Check # 113573 | 120.00 |
| KROGSTIE, WILLIAM & KRISTIN | | |
| 27070 | CONT BD-12 S COUNTY LINE #27070 | 7,500.00 |
| | Check Date 8/31/2022 Total For Check # 113574 | 7,500.00 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|-----------------------------|---|----------------|
| LEMONT PARK DISTRICT | | |
| 7282002 | SWIM TEAM FACILITY RENTAL AND SUPPLIES | 1,082.14 |
| | Check Date 8/31/2022 Total For Check # 113575 | 1,082.14 |
| LUBERTOZZI, GWEN | | |
| 253749 | WITHDREW FROM PROGRAM | 290.00 |
| | Check Date 8/31/2022 Total For Check # 113576 | 290.00 |
| MATHIESON HOUSE LLC | | |
| 26746 | ST MGMT-543 CHESTNUT #26746 | 3,000.00 |
| | Check Date 8/31/2022 Total For Check # 113577 | 3,000.00 |
| MATHIESON HOUSE LLC | | |
| 26747 | CONT BD-543 CHESTNUT #26747 | 10,000.00 |
| | Check Date 8/31/2022 Total For Check # 113578 | 10,000.00 |
| MEM ELECTRIC INC | | |
| 27209 | CONT BD-111 N BRUNER #27209 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113579 | 500.00 |
| NEWSHAM, AUDREY | | |
| 26517 | KLM SECURITY DEP-EN220812 #26517 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113580 | 500.00 |
| NICOSLA, JOSEPH | | |
| 27093 | CONT BD-827 S OAK #27093 | 8,750.00 |
| | Check Date 8/31/2022 Total For Check # 113581 | 8,750.00 |
| NITTI DEVELOPMENT | | |
| 26296 | CONT BD-110 THE LANE #26296 | 10,000.00 |
| | Check Date 8/31/2022 Total For Check # 113582 | 10,000.00 |
| NITTI DEVELOPMENT | | |
| 26295 | ST MGMT-110 THE LANE #26295 | 3,000.00 |
| | Check Date 8/31/2022 Total For Check # 113583 | 3,000.00 |
| ODEGARD PROPERTIES | | |
| 28556 | CONT BD-102 S WASHINGTON #28556 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113584 | 500.00 |
| PENG, DAVE | | |
| 253501 | SWIM LESSONS CANCELLED | 228.67 |
| | Check Date 8/31/2022 Total For Check # 113585 | 228.67 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|------------------------------------|---|----------------|
| PENNINGTON, ALEXA | | |
| 24896 | KLM SECURITY DEP-EN220821 #248986 | 250.00 |
| | Check Date 8/31/2022 Total For Check # 113586 | 250.00 |
| PLATINUM PATIO & PAVERS | | |
| 28581 | CONT BD-5701 S GARFIELD #28581 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113587 | 500.00 |
| RENWICK, W BRUCE | | |
| 27278 | CONT BD-119 S CLAY #27278 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113588 | 500.00 |
| RICKER, MARIA | | |
| 26511 | KLM SECURITY DEP-EN220723 #26511 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113589 | 500.00 |
| RODRIGUEZ, JOSE | | |
| 25957 | KLM SECURITY DEP-EN220723 #25957 | 250.00 |
| | Check Date 8/31/2022 Total For Check # 113590 | 250.00 |
| ROMANELLI, JOHN | | |
| 23278 | CONT BD-1200 HAWTHORNE LANE #23278 | 1,250.00 |
| | Check Date 8/31/2022 Total For Check # 113591 | 1,250.00 |
| ROMANELLI, JOHN | | |
| 22982 | CONT BD-1211 HAWTHORNE CT-#22982 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113592 | 500.00 |
| ROSARIO, TONY | | |
| 28582 | CONT BD-5 S MONROE #28582 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113593 | 500.00 |
| RYAN, GRACE | | |
| 253216 | KLM SECURITY DEP EN220722 | 500.00 |
| 253216 | KLM SECURITY DEP EN220722 | -175.00 |
| | Check Date 8/31/2022 Total For Check # 113594 | 325.00 |
| SCHULTZ, BRYAN | | |
| 27198 | CONT BD-33 E BIRCHWOOD AVE #27198 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113595 | 500.00 |
| SHAUGHNESSY, KEVIN | | |
| 082922 | POLYGRAPH TESTING 8/29/22 | 240.00 |
| | Check Date 8/31/2022 Total For Check # 113596 | 240.00 |



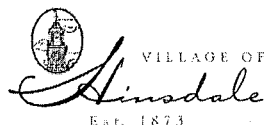
Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|--|---|----------------|
| SHETH, ANISH | | |
| 27031 | CONT BD-20 WASHINGTON CIR-TEMP #27031 | 2,000.00 |
| | Check Date 8/31/2022 Total For Check # 113597 | 2,000.00 |
| SMITH, KOLIN | | |
| 26510 | KLM SECURITY DEP-EN220806 #26510 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113598 | 500.00 |
| SONOMA | | |
| METER #83880252 | DEPOSIT/WATER USED | 2,000.00 |
| METER #83880252 | DEPOSIT/WATER USED | -1,505.66 |
| | Check Date 8/31/2022 Total For Check # 113599 | 494.34 |
| TALHAMY, RAWYA | | |
| 080522 | FENCE REPAIR 23' VILLAGE PORTION | 990.61 |
| | Check Date 8/31/2022 Total For Check # 113600 | 990.61 |
| TATAROWICZ, LIESL | | |
| 253491 | WITHDREW FROM PROGRAMS | 238.00 |
| 253491 | WITHDREW FROM PROGRAMS | 91.00 |
| | Check Date 8/31/2022 Total For Check # 113601 | 329.00 |
| TATE ENTERPRISES INC | | |
| 27303 | CONT BD-137 S GARFIELD #27303 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113602 | 500.00 |
| TERPSTRA, RYAN | | |
| 252197 | WITHDREW FOR PROGRAM | 120.00 |
| | Check Date 8/31/2022 Total For Check # 113603 | 120.00 |
| TIMMONS, RICHARD & KAREN | | |
| 27055 | CONT BD-5507 BARTON LN #27055 | 3,750.00 |
| | Check Date 8/31/2022 Total For Check # 113604 | 3,750.00 |
| TRIPLE T CONTRACTORS INC | | |
| 26949 | CONT BD-439 E SIXTH ST #26949 | 5,000.00 |
| | Check Date 8/31/2022 Total For Check # 113605 | 5,000.00 |
| TWIN BROS PAVING & CONCRETE LLC | | |
| 27305 | CONT BD-150 E OGDEN #27305 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113606 | 500.00 |
| VALELA, SALVATORE | | |
| 27037 | CONT BD-527 HIGHLAND RD #27037 | 5,000.00 |
| | Check Date 8/31/2022 Total For Check # 113607 | 5,000.00 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|----------------------------------|---|----------------|
| WONDOFO USA | | |
| 26552 | KLM SECURITY DEP-EN220724 #26552 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113608 | 500.00 |
| ZONG, JASON JIAN | | |
| 27350 | CONT BD-725 E THIRD #27350 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113609 | 500.00 |
| ORBIS SOLUTIONS | | |
| 5573390 | IT SUPPORT 8/1-8/31/22 | 15,544.00 |
| | Check Date 8/31/2022 Total For Check # 113610 | 15,544.00 |
| PHENEGAR, WES | | |
| 072722 | UNIFORM ALLOW | 129.57 |
| | Check Date 8/31/2022 Total For Check # 113611 | 129.57 |
| PHILLIPS FLORIST | | |
| 0707126 | SYMPATHY PLANT-BRUTON | 127.95 |
| 0712092 | SYMPATHY PLANT-MCELROY | 114.95 |
| | Check Date 8/31/2022 Total For Check # 113612 | 242.90 |
| PLAY WELL TEKNOLOGIES | | |
| DB22250 | LEGO CAMPS SUMMER | 650.00 |
| | Check Date 8/31/2022 Total For Check # 113613 | 650.00 |
| POWELL, JR., BRIAN | | |
| 25947 | KLM SECURITY DEP-EN220814 #25947 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113614 | 500.00 |
| PRAIRIE PATH PAVERS INC | | |
| 27236 | CONT BD-2 S CLAY #27236 | 500.00 |
| | Check Date 8/31/2022 Total For Check # 113615 | 500.00 |
| PREMIER OCCUPATIONAL HLTH | | |
| 117171 | DRUG SCREENING 6/23/22 ONSITE | 200.00 |
| | Check Date 8/31/2022 Total For Check # 113616 | 200.00 |
| RAILROAD MANAGEMENT CO | | |
| 463597 | RAILROAD EASEMENT FEE 11/1/22-10/31/23 | 313.34 |
| | Check Date 8/31/2022 Total For Check # 113617 | 313.34 |
| RAINBOW FARMS ENTERPRISES | | |
| 73427 | STREET SWEEPINGS REMOVAL | 1,100.00 |
| | Check Date 8/31/2022 Total For Check # 113618 | 1,100.00 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|---|--|----------------|
| RAY O'HERRON CO INC | | |
| 2213174 | UNIFORM ALLOW | 21.95 |
| 2213890 | UNIFORM ALLOW | 53.99 |
| 2213891 | UNIFORM ALLOW | 53.99 |
| | Check Date 8/31/2022 Total For Check # 113619 | 129.93 |
| RECORD INFORMATION SVCS | | |
| 51587 | PROPERTY SEARCH DATABASE | 575.00 |
| | Check Date 8/31/2022 Total For Check # 113620 | 575.00 |
| ZSINKO, SHAWNA | | |
| 22 | SUMMER 2022 TENNIS PROGRAMS | 7,995.20 |
| | Check Date 8/31/2022 Total For Check # 113621 | 7,995.20 |
| REMPE-SHARPE & ASSOCIATES INC | | |
| 28509 | S GARFIELD RECONSTRUCT PAY #3 BOT 12/8/20 & 7/13/2 | 41,496.25 |
| 28544 | S GARFIELD RECONSTRUCT PAY #4 BOT 12/8/20 & 7/31/2 | 47,209.63 |
| | Check Date 8/31/2022 Total For Check # 113622 | 88,705.88 |
| REPUBLIC SERVICES #551 | | |
| 0551-015473809 | PS CONTAMINATED DUMPSTER | 260.00 |
| | Check Date 8/31/2022 Total For Check # 113623 | 260.00 |
| ROBERT KINNUCAN TREE EXPERTS & | | |
| 391873 | ELM TREE TREATMENTS YEAR 2-BOT 2-1-22 | 99,354.00 |
| | Check Date 8/31/2022 Total For Check # 113624 | 99,354.00 |
| SAUCED PIZZERIA & BAR LLC | | |
| 6422 | NIXON POOL BIRTHDAY PARTY | 153.40 |
| 72622 | TOWN TEAM END OF YEAR PARTY SAUCED PIZZERIA | 259.00 |
| 72322 | POOL STAFF SUMMER PARTY SAUCED PIZZERIA | 118.00 |
| 73122 | INNOCENTINI POOL BIRTHDAY PARTY SAUCED PIZZERIA | 109.60 |
| 6282022 | BETTENCOURT POOL BIRTHDAY PARTY SAUCED PIZZERIA | 144.00 |
| | Check Date 8/31/2022 Total For Check # 113625 | 784.00 |
| SCOTT STOMPER | | |
| 0075 | FALL 2022 PROGRAM GUIDE | 1,650.00 |
| | Check Date 8/31/2022 Total For Check # 113626 | 1,650.00 |
| SEPS, INC | | |
| 219232 | EMERGENCY BATTERY REPAIR | 537.35 |
| | Check Date 8/31/2022 Total For Check # 113627 | 537.35 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|----------------------------------|--|------------------|
| SHETH DERMATOLOGY PC | | |
| 26177 | CONT BD-20 WASHINGTON CIR #26177 | 3,750.00 |
| 25512 | ST MGMT-20 WASHINGTON CIR #25512 | 3,000.00 |
| 25513 | CONT BD-20 WASHINGTON CT #25513 | 10,000.00 |
| | Check Date 8/31/2022 Total For Check # 113628 | 16,750.00 |
| SIKICH, LLP | | |
| 3223 | PROGRESS BILLING FOR AUDIT FOR 12/31/21 | 11,496.00 |
| | Check Date 8/31/2022 Total For Check # 113629 | 11,496.00 |
| SIRCHIE | | |
| 0554503-IN | ET SUPPLIES | 382.64 |
| | Check Date 8/31/2022 Total For Check # 113630 | 382.64 |
| SITE ONE LANDSCAPE SUPPLY | | |
| 121520237-001 | 2 IRRIGATION VALVES-REPAIR VEECK PK | 192.04 |
| | Check Date 8/31/2022 Total For Check # 113631 | 192.04 |
| SPORTS R US | | |
| 2628 | SUMMER SPORTS PROGRAMS | 2,605.00 |
| 2623 | SUMMER PROGRAMS | 1,056.00 |
| | Check Date 8/31/2022 Total For Check # 113632 | 3,661.00 |
| SPORTSKIDS INC | | |
| JULY2122 | SPORTS KIDS SUMMER 2022 | 4,618.60 |
| | Check Date 8/31/2022 Total For Check # 113633 | 4,618.60 |
| STANDARD INDUSTRIAL-AUTO | | |
| WO-8861 | LIFT REPAIRS | 1,367.32 |
| | Check Date 8/31/2022 Total For Check # 113634 | 1,367.32 |
| STAPLES BUSINESS ADVANTAG | | |
| 8067080126 | OFFICE SUPPLIES | 23.82 |
| | Check Date 8/31/2022 Total For Check # 113635 | 23.82 |
| STARGUARD ELITE LLC | | |
| 3919 | LIFEGUARD CERTIFICATIONS | 300.00 |
| | Check Date 8/31/2022 Total For Check # 113636 | 300.00 |
| STEVE PIPER & SONS | | |
| 19942 | TREE MAINTENANCE SVCS YR 2 BID #1675 BOT 2-1-22 | 8,620.55 |
| 20030 | TREE MAINTENANCE SVCS YR 2 BID #1675 BOT 2-1-22 | 2,224.20 |
| 20052 | TREE MAINTENANCE SVCS YR 2 BID #1675 BOT 2-1-22 | 5,449.25 |
| | Check Date 8/31/2022 Total For Check # 113637 | 16,294.00 |



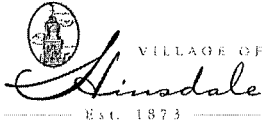
Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|-------------------------------------|---|----------------|
| STRYKER SALES CORP | | |
| 3840093M | STRETCHER BATTERIES | 901.55 |
| | Check Date 8/31/2022 Total For Check # 113638 | 901.55 |
| SUBURBAN TREE CONSORTIUM | | |
| 0007281-IN | TREE PLANTING VOB 12/14/21 | 1,444.00 |
| 0007306-IN | MEMBERSHIP FEES 2022-2023 | 575.00 |
| | Check Date 8/31/2022 Total For Check # 113639 | 2,019.00 |
| SZAFLARSKI, NINA-PETTY CASH | | |
| AUG 2022 REIMB HOGAN | REIMB. HOGAN DRAWER - 2022 | 145.83 |
| AUG 2022 REIMB HOGAN | REIMB. HOGAN DRAWER - 2022 | 10.00 |
| AUG 2022 REIMB HOGAN | REIMB. HOGAN DRAWER - 2022 | 4.68 |
| AUG 2022 REIMB HOGAN | REIMB. HOGAN DRAWER - 2022 | 38.71 |
| | Check Date 8/31/2022 Total For Check # 113640 | 199.22 |
| T-MOBILE USA INC | | |
| 9505396349 | GPS LOCATER- 6/11/22-07/19/22 | 100.00 |
| 9505396348 | GPS LOCATER -06/11/22-07/19/22 | 25.00 |
| 9505195094 | GPS LOCATER - 06/11/22-07/19/22 | 25.00 |
| | Check Date 8/31/2022 Total For Check # 113641 | 150.00 |
| TASC-CLIENT INVOICES | | |
| IN2464435 | FMLA-ADMIN FEES 8/1-10/31/22 | 481.65 |
| | Check Date 8/31/2022 Total For Check # 113642 | 481.65 |
| TECHSYS TECH LLC | | |
| 6095 | STAFF CAR PARTS INSTALLATION | 3,644.85 |
| | Check Date 8/31/2022 Total For Check # 113643 | 3,644.85 |
| TELCOM INNOVATIONS GROUP | | |
| A58865M | PHONE MAINT 9/22/22-9/21/23 | 4,250.00 |
| | Check Date 8/31/2022 Total For Check # 113644 | 4,250.00 |
| TERRANCE ELECT & TECH CO | | |
| 2224151 | EMERG ELECTRICAL REPAIR-BROOK PARK | 4,673.27 |
| | Check Date 8/31/2022 Total For Check # 113645 | 4,673.27 |
| THE HINSDALEAN | | |
| 39518 | SHOP LOCAL ADS | 1,105.00 |
| | Check Date 8/31/2022 Total For Check # 113646 | 1,105.00 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|---|--|----------------|
| THE LAW OFFICES OF AARON H. REINKE | | |
| H-8-18-2022 | ADMIN HEARINGS-TOWINGS | 200.00 |
| | Check Date 8/31/2022 Total For Check # 113647 | 200.00 |
| THE STEVENS GROUP | | |
| 0158790 | BUSINESS CARDS-BROTHEN | 58.75 |
| | Check Date 8/31/2022 Total For Check # 113648 | 58.75 |
| THIRD MILLENIUM | | |
| 28051 | UTILITY BILLING/HEALTH & WELNESS INSERT | 1,135.77 |
| 28051 | UTILITY BILLING/HEALTH & WELNESS INSERT | 108.01 |
| 28051 | UTILITY BILLING/HEALTH & WELNESS INSERT | 557.45 |
| | Check Date 8/31/2022 Total For Check # 113649 | 1,801.23 |
| THOMSON REUTERS WEST | | |
| 845944261 | ONLINE/SOFTWARE SUBS. -02/01/22-02/28/22 | 233.02 |
| 846766475 | ONLINE SUBSCRIPTION 7/1-7/31/22 | 233.02 |
| | Check Date 8/31/2022 Total For Check # 113650 | 466.04 |
| TOSHIBA FINANCIAL SERVICE | | |
| 480539121 | COPIER LEASE ADMIN 8/13-9/13/22 | 275.00 |
| 480801059 | COPIER LEASE PD 8/18-9/18/22 | 275.00 |
| 481218345 | COPIER LEASE FIN 8/23-9/23/22 | 275.00 |
| | Check Date 8/31/2022 Total For Check # 113651 | 825.00 |
| TOTAL PARKING SOLUTIONS | | |
| 105877 | MAINT. CONTRACT- CHESTNUT LOT 9/17/22-9/16/23 | 1,380.00 |
| 105878 | WEB MONITORING- CHESTNUT LOT 09/17/22-09/16/23 | 960.00 |
| | Check Date 8/31/2022 Total For Check # 113652 | 2,340.00 |
| TPI BLDG CODE CONSULTANT | | |
| 202207 | 3RD PTY PLUMBING INSP JUNE22 & REVIEW | 2,400.00 |
| 202207 | 3RD PTY PLUMBING INSP JUNE22 & REVIEW | 546.00 |
| | Check Date 8/31/2022 Total For Check # 113653 | 2,946.00 |
| TRAFFIC CONTROL & PROTECT | | |
| 112325 | SIGN FOR POST ANCHOR | 312.75 |
| | Check Date 8/31/2022 Total For Check # 113654 | 312.75 |
| TRANE | | |
| 12703315 | BURNS HVAC FILTER | 41.64 |
| 12703364 | RETURN FILTER | -41.28 |
| 12702690 | HVAC FILTER WATER/PARKS | 15.94 |
| 12702690 | HVAC FILTER WATER/PARKS | 41.28 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|---|--|----------------|
| 12808016 | HVAC FILTERS/BELTS | 103.84 |
| 12808016 | HVAC FILTERS/BELTS | 3.69 |
| 12808016 | HVAC FILTERS/BELTS | 3.69 |
| 12808016 | HVAC FILTERS/BELTS | 10.37 |
| Check Date 8/31/2022 Total For Check # 113655 | | 179.17 |
| TYLER TECHNOLOGIES, INC | | |
| 045-389212 | SAAS CONTRACT-REDIN 7/13 & 7/21/22 | 1,280.00 |
| 045-390770 | SAAS CONTRACT-REDIN-JULY & AUG | 4,480.00 |
| Check Date 8/31/2022 Total For Check # 113656 | | 5,760.00 |
| HD SUPPLY FACILITIES MAINTENANCE LTD | | |
| 039410 | POOL CHEMICALS | 84.03 |
| Check Date 8/31/2022 Total For Check # 113657 | | 84.03 |
| VERIZON WIRELESS | | |
| 9911826434 | IPAD/MODEMS/SECURITY CAMS 6/24-7/23/22 | 110.66 |
| 9911826434 | IPAD/MODEMS/SECURITY CAMS 6/24-7/23/22 | 36.87 |
| 9911826434 | IPAD/MODEMS/SECURITY CAMS 6/24-7/23/22 | 110.66 |
| 9911826434 | IPAD/MODEMS/SECURITY CAMS 6/24-7/23/22 | 332.03 |
| 9911875133 | PD PARKING/FD CARDIAC MONITORS | 50.04 |
| 9911875133 | PD PARKING/FD CARDIAC MONITORS | 38.01 |
| 9912214258 | PD/FD/WATER MONTHLY USAGE | 524.94 |
| 9912214258 | PD/FD/WATER MONTHLY USAGE | 264.51 |
| 9912214258 | PD/FD/WATER MONTHLY USAGE | 125.88 |
| Check Date 8/31/2022 Total For Check # 113658 | | 1,593.60 |
| VIGILANT SOLUTIONS, LLC | | |
| 48448 RI | MOUNT FOR LPR CAMERA | 298.00 |
| Check Date 8/31/2022 Total For Check # 113659 | | 298.00 |
| VILLAGE TRUE VALUE HDWE | | |
| 251383 | NEW LAMP SOUTH PAVILION | 29.69 |
| 153149 | KLM SCHOOL BRICK REPAIR WALK | 17.96 |
| Check Date 8/31/2022 Total For Check # 113660 | | 47.65 |
| WAREHOUSE DIRECT INC | | |
| 5292365-0 | JANITORIAL SUPPLIES | 189.67 |
| 5284402-0 | LODGE SUPPLIES | 20.28 |
| 5284402-0 | LODGE SUPPLIES | 55.82 |
| 5288197-0 | OFFICE SUPPLIES | 37.70 |
| 5288197-0 | OFFICE SUPPLIES | 57.89 |
| 5288197-0 | OFFICE SUPPLIES | 19.38 |



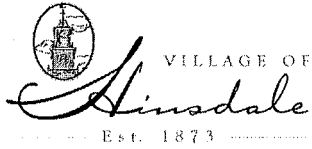
Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|---|--------------------------------------|----------------|
| 5288197-0 | OFFICE SUPPLIES | 48.15 |
| 5287004-0 | PUB SVC JANITORIAL | 104.56 |
| 5305850-0 | JANITORIAL | 215.58 |
| 5305607-0 | OFFICE SUPPLIES | 9.56 |
| 5305607-0 | OFFICE SUPPLIES | 18.93 |
| 5305607-0 | OFFICE SUPPLIES | 18.92 |
| 5250868-0 | LODGE JANITORIAL SUPPLIES | 225.46 |
| 5307362-0 | OFFICE SUPPLIES | 47.29 |
| 5307362-0 | OFFICE SUPPLIES | 46.00 |
| 5307362-0 | OFFICE SUPPLIES | 55.64 |
| 5307362-0 | OFFICE SUPPLIES | 26.46 |
| 5238671-0 | STATION SUPPLIES | 89.16 |
| 5310458-0 | OFFICE SUPPLIES | 270.81 |
| Check Date 8/31/2022 Total For Check # 113661 | | 1,557.26 |
| WARREN OIL COMPANY | | |
| W1494619 | DIESEL FUEL 6/24-8/10/22 | 2,612.30 |
| W1494619 | DIESEL FUEL 6/24-8/10/22 | 550.69 |
| W1494619 | DIESEL FUEL 6/24-8/10/22 | 884.45 |
| W1494619 | DIESEL FUEL 6/24-8/10/22 | 17.97 |
| Check Date 8/31/2022 Total For Check # 113662 | | 4,065.41 |
| WILLIAMS ASSOC ARCHITECTS | | |
| 0021087 | COMMUNITY POOL-ARCHITECT CONST ADMIN | 36.55 |
| 0021127 | COMMUNITY POOL-ARCHITECT CONST ADMIN | 550.00 |
| Check Date 8/31/2022 Total For Check # 113663 | | 586.55 |
| WILLIAMS, DAN | | |
| 081922 | BOOT REPLACEMENT | 239.01 |
| Check Date 8/31/2022 Total For Check # 113664 | | 239.01 |
| WILLOWBROOK FORD INC | | |
| 5158976 | BODY INSULATORS & TIE ROD END #32 | 207.16 |
| 5158986 | FRONT SHOCK ABSORBERS #32 | 139.10 |
| 5158987 | PARTS RETURNED | -32.78 |
| 5158925 | MUFFLER #184 | 303.61 |
| 5158924 | CLAMPS & GASKETS I84 | 136.88 |
| 6375817 | VEH/SQUAD 46 REPAIR | 4,587.70 |
| 6377290 | VEH/SQUAD 43 DIAGNOSE | 175.00 |
| 6377571/1 | FRONT END ALIGNMENT #32 | 179.95 |
| Check Date 8/31/2022 Total For Check # 113665 | | 5,696.62 |



Warrant Register 1763

| Invoice | Description | Invoice/Amount |
|---------------------------------|---|----------------|
| WINDY CITY NINJAS | | |
| 6.13.22 | WINDY CITY NINJA SUMMER CLASSES | 600.00 |
| | Check Date 8/31/2022 Total For Check # 113666 | 600.00 |
| YIAYIAS PANCAKE HOUSE | | |
| 292180 | MAIN BREAK OT MEAL 8/8/22 | 54.77 |
| | Check Date 8/31/2022 Total For Check # 113667 | 54.77 |
| ZOLL MEDICAL CORP | | |
| 3474917 | AED PADS | 646.40 |
| | Check Date 8/31/2022 Total For Check # 113668 | 646.40 |
| MIDWEST GROUNDCOVERS LLC | | |
| I715668 | GROUNDS LANDSCAPE IMPROVEMENTS | 4,293.50 |
| I715707 | GROUNDS LANDSCAPE IMPROVEMENTS | 735.00 |
| | Check Date 8/31/2022 Total For Check # 113669 | 5,028.50 |
| | Total For ALL Checks | 1,306,529.81 |



Warrant Summary by Fund:

| RECAP BY FUND | FUND NUMBER | FUND TOTAL |
|-------------------------------|--------------------|---------------------|
| GENERAL FUND | 100 | 540,427.09 |
| 2014B G.O. BOND FUND | 306 | 475.00 |
| 2021 G.O. Refunding Bonds | 310 | 475.00 |
| CAPITAL PROJECTS FUND | 400 | 551,933.79 |
| WATER & SEWER OPERATIONS FUND | 600 | 60,392.39 |
| ESCROW FUND | 720 | 145,000.00 |
| PAYROLL REVOLVING FUND | 740 | 4,860.78 |
| LIBRARY OPERATIONS | 900 | 2,965.76 |
| | TOTALS: | 1,306,529.81 |

END OF REPORT

AGENDA SECTION: Consent Agenda – ACA

SUBJECT: Ordinance Amending Subsection 7-4B-2 of the Village Code of Hinsdale Regarding Water Rates

MEETING DATE: September 6, 2022

FROM: Alison Brothen, Finance Director

Recommended Motion

Approve an Ordinance Amending Subsection 7-4B-2 of the Village Code of Hinsdale Regarding Water Rates.

Background

As the Village Board is aware, the DuPage Water Commission (DWC) periodically increases the water rate charged to the Village. The last time DWC increased the rate charged to the Village was 5/1/2019. The Village received notice from DWC that its water rate increased from \$ 4.97 per 1,000 gallons to \$ 5.18 per 1,000 gallons effective May 1, 2022. This increase represents a 4.2% increase from the prior rate.

Last year, the Village's water rate structure was changed and rates adjusted in order to provide a more stable revenue source and to generate additional revenue so that water revenues would be sufficient to cover the operating and capital costs of water utility. In order to keep pace with the increase in operating costs resulting from the DWC rate increase, the 4.2% DWC increase should be passed on to the water customers of Hinsdale.

Since the other water customer rates are increasing, staff recommends increasing the large water customer rate from \$13.00 to \$15.00.

The new rates will go into effect for all reads after September 1st (Hinsdale reads on the 20th of each month) which will show on the October 1st bills. Staff will communicate the rate increase through the website, e-Hinsdale and a message will be included on the water bill.

Key aspects of the proposed rate amendment

- * Increase the residential variable water rate from:
 - \$ 8.00 to \$8.34 for each 100 cubic feet up to 10,000 cubic feet per two-month billing cycle
 - \$12.38 to \$ 12.90 for each 100 cubic feet over 10,000 cubic feet per two-month billing cycle
- * Increase the non-resident variable water rate from:
 - \$10.31 to \$ 10.74 for each 100 cubic feet up to 10,000 cubic feet per two-month billing cycle
 - \$12.38 to \$ 12.90 for each 100 cubic feet over 10,000 cubic feet per two-month billing cycle
- * Increase the large water customer rate from:
 - \$13.00 to \$ 15.00 for each 100 cubic feet per two-month billing cycle

The impact to the average homeowner in a non-summer month would be approximately \$7.00 per two month billing cycle.

The attached ordinance has been prepared for Village Board consideration.

Discussion & Recommendation

Village staff recommends approval of the Amendment of Ordinance Subsection 7-4B-2 Regarding Water Rates.

Village Board and/or Committee Action

Following discussion at their meeting of August 16, the Board agreed to move this item to the consent agenda of their next meeting.

Documents Attached

1. Draft Ordinance

Additions to existing text of Village Code are indicated by underlining, and deletions to existing text of Village Code are indicated by ~~strikethrough~~

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 7-4B-2 OF THE HINSDALE VILLAGE CODE
RELATIVE TO FEES FOR WATER SERVICE**

WHEREAS, the Village of Hinsdale (the "Village") is an Illinois non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to law; and

WHEREAS, within its corporate boundaries, the Village operates and maintains a water distribution system for the purpose of supplying potable water to its residents, businesses and property owners;

WHEREAS, the President and Board of Trustees of the Village of Hinsdale find and determine that an increase to the water rates set forth in Section 7-4B-2 (Water Rates) to reflect recent increases in the cost of water supplied to the Village, as set forth below, are necessary to maintain the continued viability of the water system, and are in the best interests of the residents, businesses and property owners of the Village.

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

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

SECTION 2: Code Amendments. Section 7-4B-2 (Water Rates) in Title 7 (Public Ways and Property), Chapter 4 (Waterworks and Sewerage System) of the Village Code of Hinsdale is revised to read in its entirety as follows:

7-4B-2: WATER RATES:

Water Rates: The following rates shall be paid for water service for meters read on or after September 6, ~~2021~~2022, and thereafter as follows:

A. Water Customers Located Within the Village:

1. ~~\$8.00~~\$8.34 rate for each 100 cubic feet up to 10,000 cubic feet per two-month billing cycle; and
2. ~~\$12.38~~\$12.90 rate for each 100 cubic feet over 10,000 cubic feet per two-month billing cycle.

B. Water Customers Not Located Within The Village: Water customers not located within the corporate limits of the village of Hinsdale shall pay a ~~\$10.31~~\$10.74 rate for each 100 cubic feet up to 10,000 cubic feet, and a ~~\$12.38~~\$12.90 rate for each 100 cubic feet over 10,000 cubic feet per two-month billing cycle.

C. Large Water Customers: A water customer whose aggregate annual water usage exceeds two million (2,000,000) cubic feet for all accounts in said customer's name shall be subject to a rate of \$~~13.00~~15.00 per 100 cubic feet per two-month billing cycle.

D. Minimum charge: none.

E. Late Payment Penalty: any bill which remains unpaid after the due date stated on the water bill, which is approximately thirty (30) days after the date of mailing, shall be considered delinquent, and a penalty of five percent (5%) of the unpaid balance shall be added.

F. Utility Tax: The charges above include the five percent (5%) village utility tax. (Ord. O2021-25, 8-10-2021)

SECTION 3: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this ____ 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

This Ordinance was published by me in pamphlet form on the ____ day of _____, 2022.

Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: ARPA Drainage Improvements-Design Engineering

MEETING DATE: September 6, 2022

FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Award a professional services contract to HR Green, Inc., for American Rescue Plan Act (ARPA) Drainage Improvements design engineering services in the amount not to exceed \$45,700.

Background

In June 2022, the Village was awarded two drainage grants in the amount of \$234,645. These grants are awarded through the DuPage County Stormwater Management Municipal ARPA Grant Program. The grants are allocated for two drainage improvement projects on Charleston Road and Grant Street, and the grants will fund approximately 50% of the improvement construction cost. An associated Intergovernmental Agreement with DuPage County is scheduled to be completed later this year.

The proposed improvements are intended to reduce currently occurring frequent flooding at the low points of Charleston Road and Grant Street/Fifth Street. Storm sewer and drainage structures will be constructed at both locations. The Village plans to include both projects within one construction contract to streamline coordination and achieve potential cost savings. HR Green, Inc., has previously completed a related feasibility study, and the Village requested a proposal from HR Green to complete the design engineering for this improvement project.

Discussion & Recommendation

Both HR Green proposals are listed separately by location for grant purposes, but one professional services contract will account for both proposals. A summary of the HR Green proposals is below:

| Project | Amount |
|---------------------------------------|----------|
| Charleston Road Drainage Improvements | \$28,030 |
| Grant Street Drainage Improvements | \$17,670 |
| Total | \$45,700 |

HR Green's proposals include development of bidding documents such as design plans, specifications, and cost estimates. HR Green will conduct the bidding process, review bid submittals, and deliver a contractor recommendation. Engineering construction observation services will be determined under a future separate 2023 contract.



REQUEST FOR BOARD ACTION

Budget Impact

Since the improvement project received grant funding in 2022, Village project funds were not allocated within the 2022 Budget. Staff plans to utilize existing 2022 infrastructure funding balance to account for this design engineering contract. Project construction and construction observation funding is proposed within the forthcoming 2023 Budget.

Village Board and/or Committee Action

At the Board of Trustees meeting on August 16, 2022, the Board approved the item to be moved to the Consent Agenda.

Documents Attached

1. Engineering Professional Services Agreement
2. Charleston Road HR Green Proposal
3. Grant Street HR Green Proposal

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
ARPA Drainage Improvements
Design Engineering Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND
HR GREEN, INC.

This Professional Services Agreement is entered into this 6th day of September 2022, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and HR Green, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

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

Whereas, Engineer submitted a Proposal dated 07/25/22 to provide said services for the Project;

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

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

SECTION 1. DEFINITIONS.

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

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

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

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

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

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

F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

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

H. The term "Shall" is imperative.

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

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

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

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

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

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

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

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

any contractor or any subcontractor on the Project.

D. Engineer warrants and represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

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

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

G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than 5/1/23.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

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

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

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated 07/25/22, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to the inspection, design engineering, development of contract documents, and related services for the Project. Exhibit "A" is incorporated herein by reference except for the General

Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement

B. Engineer shall have the sole and ultimate responsibility for designing and drafting

documents that meet the Village's performance expectations and satisfy all applicable laws, regulations and requirements of any federal, state, local or other regulatory authority.

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

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$45,700.00.

B. Hourly Rates and Costs.

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

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

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

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

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

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

C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with of "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality

that assures total reproducibility by the Village.

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.

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

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

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, the Engineer shall provide 30 days written notice prior to the cancellation, non-renewal, or switch and the Engineer shall purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said

certificates shall list the Village and its corporate authorities, officials, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and workers' compensation.

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

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

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

SECTION 8. CHANGES IN WORK.

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

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

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

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

remain ultimately responsible for all work performed with respect to the Project and shall ensure that subcontractors comply with the terms stated in this Agreement.

SECTION 10. INDEMNIFICATION.

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

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

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

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

SECTION 11. COMPLIANCE WITH LAWS.

A. Engineer agrees and certifies that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental

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

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

1. Sexual Harassment Policy. Engineer certifies that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et seq.*
2. Tax Payments. Engineer certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*
4. Public Works Employment Discrimination Act. The Engineer certifies that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.
5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer certifies that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

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

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

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

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

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

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

§ 1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of

any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

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

10/2. Deemed incorporated in contract

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

10/3. Includes independent contractors, etc.

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

10/4. Deduction from compensation

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

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

10/6. Violations: punishment

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

10/7. To be inscribed in contract

§ 7. The provisions of this Act shall be printed or otherwise inscribed on the face of

each contract to which it shall be applicable, but their absence there from shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity: construction

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

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

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

B. Termination of Agreement

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

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

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

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

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

SECTION 13. NOTICES.

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

If to Village:

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

If to Engineer:

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

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

SECTION 14. MISCELLANEOUS PROVISIONS.

A. Assignment.

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

B. Governing Law.

For any legal action between the Parties concerning the interpretation, construction and

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

C. Captions.

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

D. Entire Agreement.

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

E. Waiver.

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

F. Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

G. Survival.

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

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

Accepted this ____ day of _____ 2022,

Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this 6th day of September 2022,

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

Exhibit A – HR Green, Inc. Proposals dated 07/25/22



Exhibit A

PROFESSIONAL SERVICES AGREEMENT

For

CHARLESTON ROAD DRAINAGE IMPROVEMENTS SURVEYING SERVICES, DESIGN & BID/CONTRACT PLAN PREPARATION

Matthew Lew, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7000

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451
HR Green Project Number: 220931

July 13, 2022
Revised July 25, 2022

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

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Charleston Street Drainage Model & Concept Design Technical Memorandum - Preferred Option Concept Plan as developed by COMPANY and dated January 2022. CLIENT prepared a grant application for American Rescue Plan Act (ARPA) funding which was accepted by DuPage County via letter notification dated June 7, 2022. CLIENT requested COMPANY to prepare a proposal to provide consulting engineering services associated with project improvements.

The services required for this project are to include partial topographic survey, design, bid/construction document preparation, and bidding assistance for proposed Improvements for the proposed Charleston Street Drainage Improvements. Specifically, the proposed improvements consist of proposed 24" diameter storm sewer, approximately 310 feet in the vicinity of 3/5 Charleston Road residences and replacement of a dual-barrel corrugated metal culvert which is deteriorated with a 3'x7' precast concrete box culvert and end sections. The Culvert replacement is located near 11/13 Charleston Rd. residences. Also included in the proposed improvements will be the removal and reconstruction of storm sewer laterals, manholes, and inlets; Hot Mix Asphalt (HMA) removal and patching; combination curb and gutter removal and replacement; and other ancillary components including erosion control, traffic control, construction layout, and site restoration.

The proposed improvements are intended to significantly reduce currently occurring frequent flooding at the low point of Charleston Road which extends into the residential properties located at 3 & 5 Charleston Road.

It is understood that Local Village General Funding will be utilized for the design and construction observation components of these proposed improvements. The Construction will be funded in part by an ARPA Grant from DuPage County. Up to \$122,290 will be paid for by the ARPA Grant with the remainder being paid for by Local General Funding per an Intergovernmental Agreement (IGA) between the Village of Hinsdale and DuPage County (DuPage) for the Construction of this project.

1.2 Design Criteria/Assumptions

The plans will be prepared in accordance with standard design guidelines from Village of Hinsdale, Applicable DuPage County ordinances, policies, guidelines, standard details and specifications, as applicable, applicable Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, and applicable Standard Specifications for Water and Sewer Construction in Illinois, latest editions.

See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

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

2.1 Surveying Services

A. Partial Topographic Survey

i. Right-of-Way

As required to supplement right-of-way survey from previous drainage study and conceptual design services, COMPANY will locate the existing right-of-way of the street segments along the proposed improvements for Charleston Street.

COMPANY will calculate the existing right of way based on found monuments and documentation. Preliminary fieldwork will be done using adjoining subdivision plats, tax maps and deeds.

ii. Field Survey

As required to supplement topographic survey from previous efforts, COMPANY will perform partial topographic survey of the street and other project segments listed above and will include visible, above ground, improvements lying within those limits. The survey will extend to the existing right-of-way on both sides of the north portion of Charleston Street and between the residents at 3 & 5 Charleston Road along the existing drainage easement. Cross Sections are not anticipated to be required and are not included herein. COMPANY will locate visible manhole structures and provide invert depths and pipe sizes (where possible) on public storm, sanitary and water main utilities located within the limits specified above. COMPANY will attempt to map the underground utilities within the limits specified above based on best available information (i.e. Julie markings, CLIENT Atlas, evidence observed at each manhole, etc.). Trees six (6) inches or larger in diameter will also be located and shown on the survey, but species will not be identified. Elevations will be referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum. Coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

iii. Survey Drawing

The final drawing will depict existing visible improvements within the areas described above, as well as street names, house numbers and the existing right of way lines as determined by COMPANY. The final drawing will be incorporated into the Engineering Plans to be prepared by COMPANY. The drawing will be completed in Microstation V8 with data processed in Geopak. Because the topographic data collected will be used specifically for in-house design, a Topographic Survey Plat will not be prepared and therefore is not included within this contract.

2.2 Design and Bid/Construction Document Preparation

A. Design, Contract Plan Preparation and Bidding Services – COMPANY shall provide the following design, bid/construction document preparation and bidding services for the benefit of the project and the CLIENT:

- i. Data collection as detailed in the previous section and project setup.
- ii. Project specifications and special provisions.
- iii. Site visits.
- iv. Utility location mapping request.

- v. Existing utility information shall be developed from the above ground facilities picked up by the CLIENT mapping and information acquired from the utility owners (utility atlas).
- vi. *Geotechnical Engineering Services – For the scope of improvements specified for this project – one boring per block of earth excavation or trenching, COMPANY anticipates that one (1) total (1) soil boring to six (6') feet depth and related chemical analysis for anticipated areas of reconstruction as recommended by geotechnical engineering professional, including testing for VOCs, SVOCs, Total 8 RCRA Metals, and pH and preparation of IEPA LPC-663 forms. Those services are included herein. Sub-consultant proposal/agreement can be seen in Attachment – A.*
- vii. The drainage improvements are anticipated to include the construction of approximately 310 feet of 24" diameter storm sewer with adjacent manhole and inlet structures in the low point and drainage easement located between 3 & 5 Charleston Street. Additionally, the existing dual-barrel CMP culvert which crosses the north portion of Charleston Street near residences at 11 & 13 will be removed and replaced with a precast concrete box culvert (3' high x 7' wide) with concrete end sections.
- viii. Existing curb and gutter and roadway which are impacted by the proposed drainage improvements will be removed and reconstructed. All trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT.
- ix. Modifications to the roadway geometry are not anticipated to be required. Combination Concrete Curb and Gutter within the project limits shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
- x. The special provisions and details for the storm sewer construction shall be based on standard open cut methods to allow for disconnection and reconnection of the utility service lines. Specifications and details for trenchless utility construction shall be included for select segments if it is determined by the COMPANY to be the most efficient method of construction due to project constraints.
- xi. Notice of Intent/Notice of Termination submittal to IEPA is not anticipated to be required as disturbed area is anticipated to be less than one (1) acre.
- xii. Develop pay items and schedule of quantities.
- xiii. COMPANY shall develop three (3) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany the preliminary submittal at (30%), pre-final document submittal (90%) and final (100%) document submittals.
- xiv. Estimate of Time (EOT) for construction schedule estimate.
- xv. Coordination with CLIENT and other required Agencies.
- xvi. Disposition of review comments.
- xvii. Design Quality Control.
- xviii. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
- xix. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
- xx. Administration and Project Management.

B. Meetings, Coordination, and Administration

COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

- Three (3) design related meetings with the CLIENT.
- One (1) Bid Opening

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

3.0 Deliverables and Schedules Included in this Contract

Anticipated Deliverables –

- A. Preliminary Design Documents (30% completion)
- B. Pre-Final Bid/Construction Documents (90% completion)
- C. Final Bid/Construction Documents (100% completion)
- D. Engineer's Opinion of Probable Construction Costs: Three (3) total, included with each Preliminary, Pre-Final, and Final Bid/Construction Document submittals

Anticipated Project Schedule-

- Design Notice to Proceed - August 2022
- 30% Submittal to CLIENT– Sept 5, 2022
- Receipt of Comments – September 19, 2022
- Final P, S, & E for Bidding – October 10, 2022
- Bids Advertised – October 10, 2022
- Local Bid Opening – October 28, 2022
- Construction Start – April 2023
- Construction Substantial Completion – Summer 2023

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

4.0 Items not included in Agreement/Supplemental Services

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. Location Drainage Study services*;
- D. Construction Observation Services*;
- E. Structural design services*;
- F. Floodplain analysis/study service*;

- G. Wetland delineation/mitigation services*;
- H. Right of way and easement plat preparation*;
- I. Construction staking and layout*;
- J. Record Drawings by Contractor*; and
- K. *Geotechnical Services, beyond what is noted within.*

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

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

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

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

5.0 Services by Others

A. *Services by others – See Attachment A for Geotechnical Engineering Services.*

6.0 Client Responsibilities

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

- A. Construction schedule expectations;
- B. Existing utility mapping and atlases;
- C. Existing right of way information;
- D. Existing soils data, if available;
- E. Existing pavement composition and thickness, if applicable;
- F. CLIENT design guidelines;
- G. CLIENT Code of Ordinances; and
- H. Review of Preliminary (30%); Pre-Final (90% completion); and Final Bid/Construction Documents (100% completion).

7.0 Professional Services Fee

7.1 Fees

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

reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Work

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$28,030.00**

| ITEM | MAN- HOURS | LABOR COST | DIRECT COST (1) | SUB CONSULTING |
|--|---------------|---------------|---------------------|-------------------|
| 2.1 Surveying Services | | | | |
| Topographic Survey | 10 | \$ 1,570.00 | \$ 100.00 | |
| 2.2 Design & Contract Plan Preparation | | | | |
| Drainage Improvement Design & Contract Plan Preparation | 147 | \$ 21,130.00 | | |
| Geotechnical Engineering | N/A | | | \$ 1,980.00 |
| Meetings, Coordination, Administrative & QC/QA | 18 | \$ 3,075.00 | \$ 175.00 | |
| Subtotals: | 175 | \$ 25,775.00 | \$ 275.00 | \$ 1,980.00 |
| Contract Total: | | | \$ 28,030.00 | |

(1) Direct Costs - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs.
 Details are available upon request.

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

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

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

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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

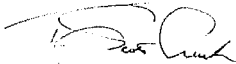
8.37 Municipal Advisor:

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

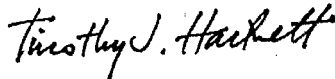
This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY'S services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.



Approved by:

Printed/Typed Name: Timothy J. Hartnett

Vice President/Practice Leader of

Title: Governmental Services - Midwest

Date: 07/25/2022

Village of Hinsdale

Accepted by: _____

Printed/Typed Name: _____

Title: _____

Date: _____

ATTACHMENT - A

Environmental Property Transfer
Site Assessments

Underground Tank Management

LUST & RCRA Environmental
Closure Plans & Permits

Groundwater Hydrogeologic
Investigations & Monitoring

Wetland Mitigation
Studies & Permits

SEECO Environmental Services, Inc. SPECIAL AND HAZARDOUS WASTE MANAGEMENT

Hazardous Waste Site
Environmental Assessments &
Remedial Design

Hydrocarbon Contaminated
Soils & Groundwater
Remediation Design &
Clean-Up

Asbestos Management Services

Industrial Hygiene Services

Indoor & Outdoor Air
Quality Studies & Permits

July 25, 2022

Mr. Scott Creech, P.E.
HR Green
323 Alana Dr.
New Lenox, IL 60451

PROPOSAL AND CONTRACT

Sampling, Environmental Laboratory Analysis
and LPC Form Preparation for CCDD Disposal,
Grant Ave. & Charleston Road Sites, Hinsdale, IL

Dear Mr. Creech,

As part of the IEPA requirements for Source Site Certification and Demolition Debris/Uncontaminated Soil Fill Operation, SEECO proposes to perform source/site specific services. As part of the criteria for SEECO to provide a Professional Engineer's Certification on the IEPA LPC-663 Form, the following services will be applicable:

One (1) location will be sampled and screened from each of the two areas proposed for excavation. Representative soil samples will be collected and field screened for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons. One (1) representative discrete soil sample per site determined by field observations to be the most conducive to transmitting potential contamination will be analyzed by an Environmental Laboratory for the following parameters: VOCs, SVOCs, Total 8 RCRA Metals and pH. If the samples do not display an elevated PID reading or indicate contamination above the MAC Table, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. The soil probe utilized to obtain the sample will extend to approximately 3 feet. One (1) form will be prepared per site.

Note: Above scenarios assume that materials are not from locations listed or adjacent to sites with known, or high potential for, soil contaminant issues. Screening or pre-screening of samples at job site is no guarantee that landfill facility will accept/not reject materials. Nor is it a determination that the site is entirely clean of contaminants per IEPA standards.

The cost for these services will be as follows:

Base Scope – LPC 663 and one (1) Chemical Analysis per Stated Parameters per site: \$1,980.00

Invoicing terms are net 30 days from date of invoice.

PROPOSAL AND CONTRACT

Sampling, Environmental Laboratory Analysis
and LPC Form Preparation for CCDD Disposal
Grant Ave. & Charleston Road Sites, Hinsdale, IL

July 25, 2022

Page 2

If this contract, including the attached General Conditions is acceptable, please indicate by signing one of the copies and returning it to our office. It is represented that by executing this contract you comprehend the terms and conditions set forth and agree to be bound by same.

We appreciate the opportunity to offer our services and are looking forward to working with you on this project.

Respectfully submitted,

APPROVED:

SEECO Environmental Services, Inc.

Name of Firm

Authorized Signature


Date

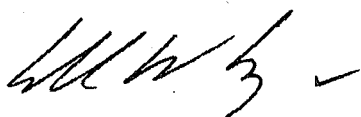
Please sign one copy and return it to our office and retain one copy for your files.

DCC:arm

Attachment

O:\Proposals\ENVIRONMENTAL\HRG 072522.doc


Donald C. Cassier
Director of Field Services


Collin W. Gray, S.E., P.E.
President

SEECO Environmental Services, Inc. - General Conditions

Scope of Work

SEECO Environmental Services, Inc. (hereinafter called SES) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SES will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted.

Soil Boring Locations

It is understood that the Client will furnish SES with a diagram indicating both the location of the site and the borings on that site. SES reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SES reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SES prior to the date of this contract. SES will contact the underground utility locate network responsible in the locale being drilled. However, SES is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SES will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SES is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Telephone cancellations received after travel time has commenced, but prior to arrival at the job site will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SES with right-of-access to the site in order to conduct the planned investigation or inspection. SES will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SES will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SES in writing to the contrary. SES will furnish three copies of each report to the client.

Subcontracts/Assignments

SES reserves the right to subcontract Civil, Geotechnical and Structural Engineering and related support services to SEECO Consultants Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SES.

Invoices

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SES is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SES agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SES and its employees. If the Client's contract places greater responsibility upon SES or requires increased insurance coverage, SES will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SES will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SES on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SES of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SES. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SES in such a manner that the aggregate liability for SES for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Consultants, Inc. and SEECO Construction Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.

ATTACHMENT - B



HR GREEN
Billing Rate Schedule
Effective January 1, 2022

| Professional Services | Billing Rate Range |
|------------------------------|---------------------------|
| Principal | \$215- \$310 |
| Senior Professional | \$195- \$300 |
| Professional | \$125- \$200 |
| Junior Professional | \$85- \$145 |
| Senior Technician | \$120- \$160 |
| Technician | \$75- \$130 |
| Senior Field Personnel | \$140- \$205 |
| Field Personnel | \$90- \$170 |
| Junior Field Personnel | \$75- \$100 |
| Administrative Coordinator | \$70- \$115 |
| Administrative | \$65- \$100 |
| Corporate Admin | \$80- \$150 |
| Operators/Interns | \$50- \$120 |

Reimbursable Expenses

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.



Exhibit A

PROFESSIONAL SERVICES AGREEMENT

For

GRANT STREET DRAINAGE IMPROVEMENTS FROM FIFTH TO SIXTH STREETS

SURVEYING SERVICES, DESIGN & BID/CONTRACT PLAN PREPARATION

Matthew Lew, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7000

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451
815-320-7119

HR Green Project Number: 220930

July 14, 2022

Revised: July 25, 2022

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THIS **AGREEMENT** is between VILLAGE OF HINSDALE (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Sixth Street & Grant Street Drainage Analysis & Storm Sewer Feasibility Study – proposed Phase II storm sewer concept as developed by COMPANY and dated June 2011. CLIENT prepared a grant application for American Rescue Plan Act (ARPA) funding which was accepted by DuPage County via letter notification dated June 7, 2022. CLIENT requested COMPANY to prepare a proposal to provide consulting engineering services associated with project improvements.

The services required for this project are to include partial topographic survey, design, bid/construction document preparation, and bidding assistance for proposed Improvements for the proposed Grant Street Drainage Improvements. Specifically, the proposed improvements consist of proposed 24" diameter storm sewer, approximately 350 feet in length located in the easterly lane of Grant Street between Fifth and Sixth Streets. The 24" storm sewer will replace an existing 18" storm sewer which is undersized and partially back pitched. Also included in the proposed improvements will be the removal of the existing storm sewer as required and construction of storm sewers laterals, manholes, and inlets as determined a necessity per field inspection. Also included are Portland Concrete Cement (PCC) pavement removal and patching; combination curb and gutter removal and replacement; and other ancillary components including erosion control, traffic control, construction layout, and site restoration.

The proposed improvements are intended to significantly reduce currently occurring flooding frequency at the low point of Grant Street and Fifth Street intersection which extends into the residential properties located in the vicinity of this intersection.

It is understood that Local Village General Funding will be utilized for the design and construction observation components of these proposed improvements. The Construction will be funded in part by an ARPA Grant from DuPage County. Up to \$112,000 will be paid for by the APRA Grant with the remainder being paid for by Local General Funding per an Intergovernmental Agreement (IGA) between the Village of Hinsdale and DuPage County (DuPage) for the Construction of this project.

1.2 Design Criteria/Assumptions

The plans will be prepared in accordance with standard design guidelines from Village of Hinsdale, Applicable DuPage County ordinances, policies, guidelines, standard details and specifications, as applicable, applicable Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, and applicable Standard Specifications for Water and Sewer Construction in Illinois, latest editions.

See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

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

2.1 Surveying Services

A. Partial Topographic Survey

i. Field Survey

As required to supplement topographic survey from previous efforts, COMPANY will perform partial topographic survey of the street, storm sewer system, and other project segments listed above and will include visible, above ground, improvements lying within those limits. The survey will extend to the existing right-of-way on both sides of the north portion of Grant Street from Fifth to Sixth Streets. Cross Sections are not anticipated to be required and are not included herein. COMPANY will locate visible manhole structures and provide invert depths and pipe sizes (where possible) on public storm, sanitary and water main utilities located within the limits specified above. COMPANY will attempt to map the underground utilities within the limits specified above based on best available information (i.e., Julie markings, CLIENT Atlas, evidence observed at each manhole, etc.). Trees six (6) inches or larger in diameter will also be located and shown on the survey, but species will not be identified. Elevations will be referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum.

Coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

ii. Survey Drawing

The final drawing will depict existing visible improvements within the areas described above, as well as street names, house numbers and the existing right of way lines as determined by COMPANY. The final drawing will be incorporated into the Engineering Plans to be prepared by COMPANY. The drawing will be completed in Microstation V8 with data processed in Geopak. Because the topographic data collected will be used specifically for in-house design, a Topographic Survey Plat will not be prepared and therefore is not included within this contract.

2.2 Design and Bid/Construction Document Preparation

A. Design, Contract Plan Preparation and Bidding Services – COMPANY shall provide the following design, bid/construction document preparation and bidding services for the benefit of the project and the CLIENT:

- i. Data collection as detailed in the previous section and project setup.
- ii. Project specifications and special provisions.
- iii. Site visits.
- iv. Utility location mapping request.
- v. Existing utility information shall be developed from the above ground facilities picked up by the CLIENT mapping and information acquired from the utility owners (utility atlas).
- vi. *Geotechnical Engineering Services – For the scope of improvements specified for this project – one boring per block of earth excavation or trenching, COMPANY anticipates that one (1) total (1) soil boring to six (6') feet depth and related chemical analysis for anticipated areas of reconstruction as recommended by*

geotechnical engineering professional, including testing for VOCs, SVOCs, Total 8 RCRA Metals, and pH and preparation of IEPA LPC-663 forms. Those services are included herein. Sub-consultant proposal/agreement can be seen in Attachment – A.

- vii. The drainage improvements are anticipated to include the construction of approximately 350 feet of 24" diameter storm sewer with adjacent manhole and inlet structures along Grant Street between Fifth and Sixth Streets connecting to the previously improved storm sewer structure located at the southwest corner of Sixth Street intersection.
- viii. Existing curb and gutter and roadway which are impacted by the proposed drainage improvements will be removed and reconstructed. All trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT.
- ix. Modifications to the roadway geometry are not anticipated to be required. Combination Concrete Curb and Gutter within the project limits shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
- x. The special provisions and details for the storm sewer construction shall be based on standard open cut methods to allow for disconnection and reconnection of the utility service lines. Specifications and details for trenchless utility construction shall be included for select segments if it is determined by the COMPANY to be the most efficient method of construction due to project constraints.
- xi. Notice of Intent/Notice of Termination submittal to IEPA is not anticipated to be required as disturbed area is anticipated to be less than one (1) acre.
- xii. Develop pay items and schedule of quantities.
- xiii. COMPANY shall develop two (2) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany the pre-final submittal at (90%) and one (1) at final (100%) document submittals.
- xiv. Estimate of Time (EOT) for construction schedule estimate.
- xv. Coordination with CLIENT and other required Agencies.
- xvi. Disposition of review comments.
- xvii. Design Quality Control.
- xviii. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
- xix. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
- xx. Administration and Project Management.

B. Meetings, Coordination, and Administration

COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

- Two (2) design related meetings with the CLIENT.
- One (1) Bid Opening

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

3.0 Deliverables and Schedules Included in this Contract

Anticipated Deliverables –

- A. Pre-Final Bid/Construction Documents (90% completion)
- B. Final Bid/Construction Documents (100% completion)
- C. Engineer's Opinion of Probable Construction Costs: Two (2) total, included with each Pre-Final and Final Bid/Construction Document submittals

Anticipated Project Schedule

- Design Notice to Proceed - August 2022
- 90% Submittal to CLIENT– September 12, 2022
- Receipt of Comments – September 26, 2022
- Final P, S, & E for Bidding – October 10, 2022
- Bids Advertised – October 10, 2022
- Local Bid Opening – October 28, 2022
- Construction Start – April 2023
- Construction Substantial Completion – Summer 2023

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

4.0 Items not included in Agreement/Supplemental Services

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. Location Drainage Study services*;
- D. Construction Observation Services*;
- E. Structural design services*;
- F. Floodplain analysis/study service*;
- G. Wetland delineation/mitigation services*;
- H. Right of way and easement plat preparation*;
- I. Construction staking and layout*;
- J. Record Drawings by Contractor*; and
- K. *Geotechnical Services, beyond what is noted within.*

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

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

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

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

5.0 Services by Others

A. *Services by others – See Attachment - A for Geotechnical Engineering Services.*

6.0 Client Responsibilities

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

- A. Construction schedule expectations;
- B. Existing utility mapping, atlases, and as-built information;
- C. Televising data for existing storm sewer, if available;
- D. Existing soils data, if available;
- E. Existing pavement composition and thickness, if applicable;
- F. CLIENT design guidelines;
- G. CLIENT Code of Ordinances; and
- H. Review of Pre-Final (90% completion); and Final Bid/Construction Documents (100% completion).

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Work

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$17,670.00**

| ITEM | MAN-HOURS | LABOR COST | DIRECT COST (1) | SUB CONSULTING |
|---|-----------|-------------|---------------------|----------------|
| 2.1 Surveying Services | | | | |
| Topographic Survey | 6 | \$950.00 | \$50.00 | |
| 2.2 Design & Contract Plan Preparation | | | | |
| Drainage Improvement Design & Contract Plan Preparation | 85 | \$12,265.00 | | |
| Geotechnical Services | N/A | | | \$1,980.00 |
| Meetings, Coordination, Administrative & QC/QA | 14 | \$2,325.00 | \$100.00 | |
| Subtotals: | 105 | \$15,540.00 | \$150.00 | \$1,980.00 |
| Contract Total: | | | \$ 17,670.00 | |

(1) **Direct Costs** - Includes Postage, Mileage for Meetings/Field Visits, and Plotting Costs.
Details are available upon request.

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such

substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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

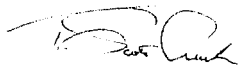
8.37 Municipal Advisor:

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

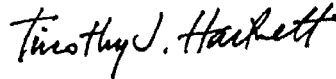
This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.



Approved by:

Printed/Typed Name: Timothy J. Hartnett

Vice President/Practice Leader of

Title: Governmental Services - Midwest Date: 07/25/2022

VILLAGE OF HINSDALE

Accepted by:

Printed/Typed Name:

Title: _____ Date: _____

ATTACHMENT - A

Environmental Property Transfer
Site Assessments

Underground Tank Management

LUST & RCRA Environmental
Closure Plans & Permits

Groundwater Hydrogeologic
Investigations & Monitoring

Wetland Mitigation
Studies & Permits

SEECO Environmental Services, Inc. SPECIAL AND HAZARDOUS WASTE MANAGEMENT

Hazardous Waste Site
Environmental Assessments &
Remedial Design

Hydrocarbon Contaminated
Soils & Groundwater
Remediation Design &
Clean-Up

Asbestos Management Services

Industrial Hygiene Services

Indoor & Outdoor Air
Quality Studies & Permits

July 25, 2022

Mr. Scott Creech, P.E.
HR Green
323 Alana Dr.
New Lenox, IL 60451

PROPOSAL AND CONTRACT

Sampling, Environmental Laboratory Analysis
and LPC Form Preparation for CCDD Disposal,
Grant Ave. & Charleston Road Sites, Hinsdale, IL

Dear Mr. Creech,

As part of the IEPA requirements for Source Site Certification and Demolition Debris/Uncontaminated Soil Fill Operation, SEECO proposes to perform source/site specific services. As part of the criteria for SEECO to provide a Professional Engineer's Certification on the IEPA LPC-663 Form, the following services will be applicable:

One (1) location will be sampled and screened from each of the two areas proposed for excavation. Representative soil samples will be collected and field screened for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons. One (1) representative discrete soil sample per site determined by field observations to be the most conducive to transmitting potential contamination will be analyzed by an Environmental Laboratory for the following parameters: VOCs, SVOCs, Total 8 RCRA Metals and pH. If the samples do not display an elevated PID reading or indicate contamination above the MAC Table, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. The soil probe utilized to obtain the sample will extend to approximately 3 feet. One (1) form will be prepared per site.

Note: Above scenarios assume that materials are not from locations listed or adjacent to sites with known, or high potential for, soil contaminant issues. Screening or pre-screening of samples at job site is no guarantee that landfill facility will accept/not reject materials. Nor is it a determination that the site is entirely clean of contaminants per IEPA standards.

The cost for these services will be as follows:

Base Scope – LPC 663 and one (1) Chemical Analysis per Stated Parameters per site: \$1,980.00

Invoicing terms are net 30 days from date of invoice.

PROPOSAL AND CONTRACT

Sampling, Environmental Laboratory Analysis
and LPC Form Preparation for CCDD Disposal
Grant Ave. & Charleston Road Sites, Hinsdale, IL

July 25, 2022
Page 2

If this contract, including the attached General Conditions is acceptable, please indicate by signing one of the copies and returning it to our office. It is represented that by executing this contract you comprehend the terms and conditions set forth and agree to be bound by same.

We appreciate the opportunity to offer our services and are looking forward to working with you on this project.

Respectfully submitted,

APPROVED:

SEECO Environmental Services, Inc.

Name of Firm

Authorized Signature


Date

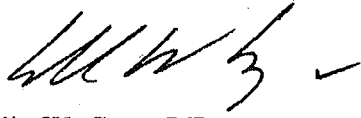
Please sign one copy and return it to our office and retain one copy for your files.

DCC:arm

Attachment

O:\Proposals\ENVIRONMENTAL\HRG 072522.doc


Donald C. Cassier
Director of Field Services


Collin W. Gray, S.E., P.E.
President

SEECO Environmental Services, Inc. - General Conditions

Scope of Work

SEECO Environmental Services, Inc. (hereinafter called SES) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SES will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted.

Soil Boring Locations

It is understood that the Client will furnish SES with a diagram indicating both the location of the site and the borings on that site. SES reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SES reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SES prior to the date of this contract. SES will contact the underground utility locate network responsible in the locale being drilled. However, SES is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SES will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SES is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Telephone cancellations received after travel time has commenced, but prior to arrival at the job site will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SES with right-of-access to the site in order to conduct the planned investigation or inspection. SES will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SES will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SES in writing to the contrary. SES will furnish three copies of each report to the client.

Subcontracts/Assignments

SES reserves the right to subcontract Civil, Geotechnical and Structural Engineering and related support services to SEECO Consultants Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SES.

Invoices

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SES is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SES agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SES and its employees. If the Client's contract places greater responsibility upon SES or requires increased insurance coverage, SES will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SES will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SES on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SES of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SES. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SES in such a manner that the aggregate liability for SES for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Consultants, Inc. and SEECO Construction Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.

ATTACHMENT - B



HR GREEN
Billing Rate Schedule
Effective January 1, 2022

| Professional Services | Billing Rate Range |
|------------------------------|---------------------------|
| Principal | \$215- \$310 |
| Senior Professional | \$195- \$300 |
| Professional | \$125- \$200 |
| Junior Professional | \$85- \$145 |
| Senior Technician | \$120- \$160 |
| Technician | \$75- \$130 |
| Senior Field Personnel | \$140- \$205 |
| Field Personnel | \$90- \$170 |
| Junior Field Personnel | \$75- \$100 |
| Administrative Coordinator | \$70- \$115 |
| Administrative | \$65- \$100 |
| Corporate Admin | \$80- \$150 |
| Operators/Interns | \$50- \$120 |

Reimbursable Expenses

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.



REQUEST FOR BOARD ACTION

AGENDA SECTION: Second Reading – ZPS Community Development

SUBJECT: Elevare MD – Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 14 W. First Street in the B-2 Central Business District – Case A-14-2022

MEETING DATE: September 6, 2022

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving an Exterior Appearance and Site Plan for Façade and Other Improvements to an Existing Building – 14 W. First Street – Elevare MD

Application Request

The applicant, Michael and Kelly DeWolfe representing Elevare MD, requests approval of an Exterior Appearance and Site Plan Review to allow for changes to exterior façade of the existing building and site plan located at 14 W. First Street in the B-2 Central Business District.

The existing two-story, 4,000 square foot building consists of vacant commercial space on the first floor and four apartments on the second floor. Elevare MD proposes to utilize the first floor as a beauty salon and the second floor as a medical office. The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and is Potentially Significant according to the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in a Classical Revival style and was designed by architect R. Harold Zook in 1941. It is one of four commercial buildings in the Downtown Hinsdale Historic District designed by Zook. The original storefront and windows have been reconfigured and replaced over time.

Project Description

The applicant is proposing various improvements to the existing building and site plan, including improvements to the front façade facing First Street, the replacement of all windows and doors, and the installation of an elevator shaft, rooftop mechanical unit screening, and a dumpster enclosure. The proposed exterior improvements are detailed below:

- Improvements to the Front Elevation - The shutters on the second floor windows and the existing wood sign band above the primary entrance door and storefront windows will be painted black. A new wood sign band painted black will be constructed over the secondary entrance door to match the primary sign band in terms of height, color, and detailing, including the mouldings and dental patterns. There are no changes proposed to the existing limestone trim or the parapet wall.
- Windows & Doors - All of the windows and doors on the building will be replaced on the front, side, and rear elevations. On the front façade, the storefront windows on the first floor and second floor windows will be replaced with windows with 9 divided lites. Within the entrance alcove, the two display cabinet windows will be replaced with new black fixed windows and the tile flooring will be replaced with black exterior porcelain pavers.

The front and rear doors will be replaced with new black doors. Based on the discussion at the Historic Preservation Commission and Plan Commission meetings, the applicant has agreed that all second floor windows will be an off-white color and all first floor windows will be a black color.

- Light Fixtures - The existing light fixtures on both sides of the entrance alcove will be replaced with two (2) new gas lamp fixtures with a live flame. The light fixture inside the entrance alcove will also be replaced. The applicant has included a photo of the black gas wall-mounted fixtures.
- Elevator Shaft - A new elevator and elevator shaft, with a footprint of about 10 feet by 10 feet, is proposed near the northwest corner of the building. The elevator shaft will have an overall height of 3 feet 8 inches measured from the roof and will extend 1 foot 8 inches in height above the existing parapet wall. As proposed, the existing parapet wall and building height will not be altered. Elevator shafts and screening for mechanical equipment are excluded from building height calculations in accordance with Section 12-206 of the Zoning Code. The applicant has submitted renderings showing the visibility of the elevator shaft from First Street for review.
- Rooftop Mechanical Unit Screening - A proposed rooftop mechanical unit will be installed roughly in the center of the roof and will be screened with black vertical aluminum paneling measuring about 4 feet 5 inches in height. The screening panels will measure about 3 feet 5 inches in height above the side parapet walls. Per Section 9-107, the panels must be opaque and fully screen the height of the rooftop units. Screening must be constructed of the same materials as, or materials architecturally and aesthetically compatible with the principal building façade. Per the applicant and the submitted renderings, the rooftop screening will not be visible from the street.

Note: Since the First Reading at the Village Board meeting on August 16, 2022, the applicant has requested that the rooftop mechanical unit screening area be enlarged so that an additional rooftop unit can be located within this area. The applicant is proposing to increase the size of the central rooftop screening panel area from 13'4" to 30'3". The width of the area and the height of the screening panels is not changing, just the overall length of the screening panels.

- Dumpster Enclosure - There is currently no dumpster enclosure located on site. The applicant intends to construct a new enclosure measuring 9 feet 4 inches long and 5 feet 6 inches wide in the existing asphalt area at the rear of the building. The enclosure will be constructed of a charcoal gray, opaque composite fence with metal posts and will measure 6 feet 7 inches in height.
- Signage - The proposed renderings show conceptual wall signage on the front of the building. The applicant will be required to submit a separate sign permit application for review by the Historic Preservation Commission and Plan Commission at a later date.

Discussion & Recommendation

Historic Preservation Commission Meeting – July 6, 2022 – Ken Just, representing RWE Design Build, and Kelly and Michael DeWolfe, the building owners, were present and answered questions from the Commissioners. No public comments were provided at the meeting.

There was a discussion on the location and design of the brick elevator shaft, where the applicant confirmed the elevator shaft will extend 1'8" above the height of the existing parapet wall. Mr. Just confirmed that the elevator was located toward the front of the building to better service clients and staff from the front entrance. The applicant confirmed that the brick and limestone will not be painted.

Commissioners noted that black windows on the second floor were not consistent with the historic design of building, particularly for buildings designed by R. Harold Zook, and the downtown in general. The Commission recommended that the second floor windows be a light or white color, but were okay with the use of black on the first floor windows and the shutters.

The Historic Preservation Commission recommended approval of Case A-14-2022, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 14 W. First Street in the B-2 Central Business District, by a vote of five (5) ayes and zero (0) nays, with two (2) absent, subject to the condition that a lighter color or white color be used on all second floor windows.

Plan Commission Meeting – July 13, 2022 – Ken Just, representing RWE Design Build, and Kelly and Michael DeWolfe, the building owners, answered questions from the Commissioners at the public meeting. No public comments were provided at the meeting.

The applicant agreed to install the second floor windows in an off-white color, as recommended by the Historic Preservation Commission, and submitted a color swatch in Stone White for review. Several Commissioners noted they had no concerns if all windows were black in color, but were okay with the proposed change to have all second floor windows white.

There was a discussion on the proposed dumpster enclosure at the rear of the building and the existing shared dumpster in the alley. Several Commissioners expressed support for the new dumpster enclosure and it was discussed that it does not appear that the alley to the east and south of the building is used for through traffic.

One Commissioner asked about the placement of the elevator shaft on the building and asked if it could be relocated further away from the front of the building. The applicant stated that the location helps with how the interior of the building functions and will provide closer access to patients entering from the front of the building. The majority of Commissioners were not concerned with the elevator shaft location and it was noted that it is a good design from an accessibility standpoint and did not appear to be highly visible from the street.

By a vote of by a vote of six (6) ayes and zero (0) nays, with three (3) absent, the Plan Commission recommended approval of Case A-14-2022, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 14 W. First Street in the B-2 Central Business District, by a vote of 6-0 (3 absent), subject to the condition that the applicant install windows in the Stone White color on the second floor of the building.

Since the Plan Commission meeting, the applicant has submitted revised elevations and a rendering showing the second floor windows in the Stone White color, which are included in the Board packet for review.

Village Board and/or Committee Action

The project was reviewed at a First Reading at the Village Board meeting on August 16, 2022. Kelly and Michael DeWolfe, the building owners, were present at the meeting to answer questions.

There was a discussion on the visibility of the elevator shaft from the street. Mr. DeWolfe provided details on the interior floor plan layout and why the elevator location was chosen. Mr. DeWolfe confirmed that the first floor will generate retail sales tax from the sale of skin care products.

Staff stated at the meeting that this item will be brought forward to the Board meeting on September 20 for a Second Read. However, the findings and recommendations of the Plan Commission were approved by the Plan Commission on August 10, therefore, this item is able to be scheduled for a Second Read at the September 6 Board meeting.

No public comments were provided at the meeting. The Village Board moved the item forward for a Second Reading.

Changes to Rooftop Mechanical Unit Screening Since the First Reading on August 16, 2022 – Since the First Reading, the applicant has requested that the rooftop mechanical unit screening area be enlarged to locate an additional rooftop unit within this area. The length of the central rooftop screening panel area would increase from 13'4" to 30'3". The width of the area and the height of the screening panels is not changing, just the overall length of the screening panels. The applicant has noted that the extension should not impact views from the street as the area will be extended toward the rear of the building. No other changes are proposed to the building.

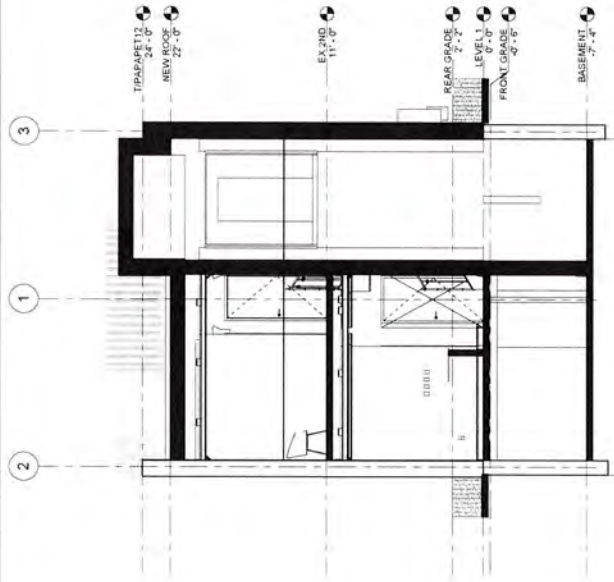
Both the original and proposed rooftop screening area plans are attached for review. The revised plans with the extended rooftop screening area have been included in the draft ordinance.

Documents Attached

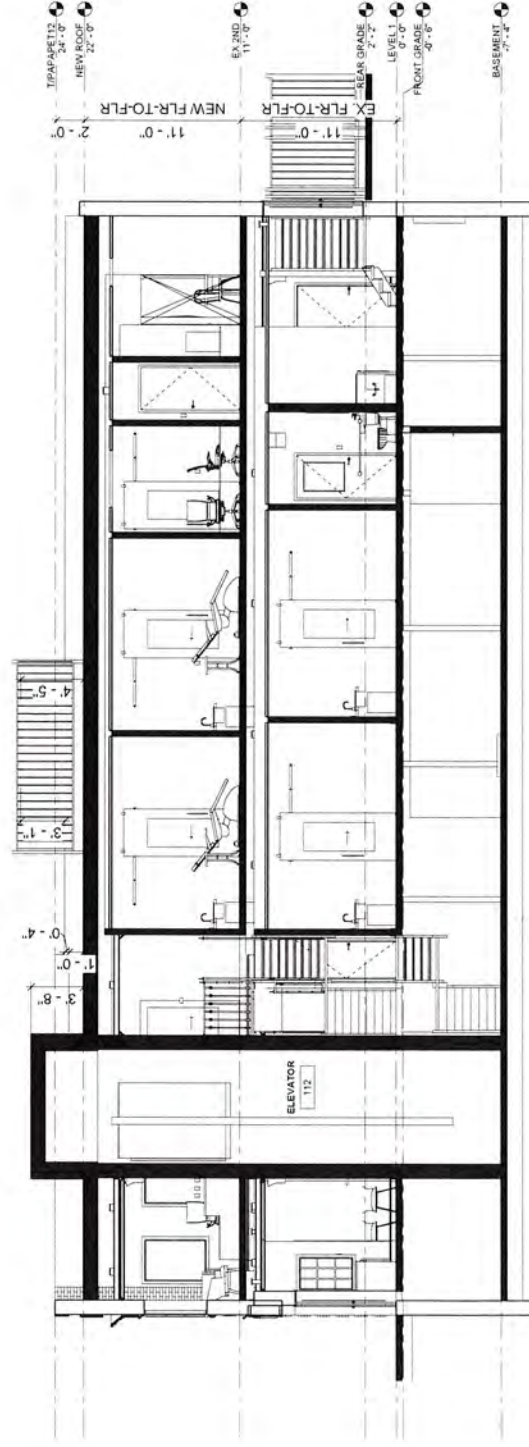
1. Rooftop Screening – Original and Revised Plans
2. Ordinance & Exhibits
 - Exhibit A - Legal Description
 - Exhibit B - Approved Plans
 - Exhibit C - Findings and Recommendation of the Plan Commission

Previous Attachments: The following related materials for this case were provided for the Board of Trustees on August 16, 2022 and are available on the Village website at the following link: https://cms1files.revize.com/revize/hinsdaleil/document_center/VillageBoard/2022/08%20AUG/VBOT%20packet%2008%2016%2022.pdf

- Zoning Map and Project Location
- Aerial View
- Birdseye View
- Street View
- Downtown Historic District Map
- National Register of Historic Places Nomination Sheet (2006)
- Architectural Resources in the Downtown Survey Area Survey Sheet (2003)
- Exterior Appearance & Site Plan Review Application and Exhibits
- Draft Ordinance
- Draft Plan Commission Findings and Recommendations



2 SECTION
1/4" = 1'-0"



1 SECTION
1/4" = 1'-0"

BUILDING SECTIONS

A400

Scale 1/4" = 1'-0"

HINSDALE MED SPA

14W 1ST ST, HINSDALE, IL

KEYSTONE
PLANNING+DESIGN
419 CLINTON PLACE
RIVER FOREST, IL 60069

RWE
DESIGN BUILD
1309 CORDEN AVE
DOWNERS GROVE, IL 60515
(800) 734-0883

| No | Description | Date |
|----|-------------|-----------|
| 2 | IFZ DRAFT | 5/16/2022 |
| 3 | IFZ-IFZ-PC | 6/08/2022 |

6/8/2022 7:54:32 AM

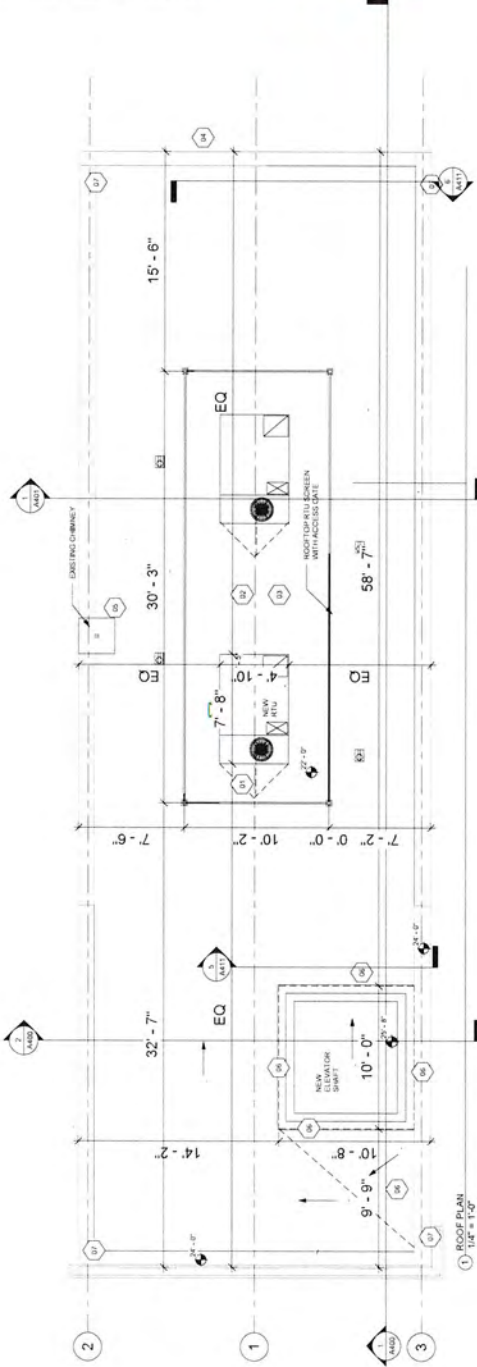
COPYRIGHT KEYSTONE PLANNING + DESIGN, PLLC (MAY) 2022

| KEYNOTES - ROOF | |
|-----------------|---|
| TAG | COMMENTS |
| 01 | REMOVE EXISTING ROOFING MATERIAL AT ALL ROOF TOPS. PROVIDE A 1/2" MIN. SLOPE TO DRAINAGE. |
| 02 | REMOVE EXISTING ROOFING MATERIAL AT ALL ROOF TOPS. PROVIDE A 1/2" MIN. SLOPE TO DRAINAGE. |
| 03 | REMOVE EXISTING ROOFING MATERIAL AT ALL ROOF TOPS. PROVIDE A 1/2" MIN. SLOPE TO DRAINAGE. |
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| 05 | REMOVE EXISTING ROOFING MATERIAL AT ALL ROOF TOPS. PROVIDE A 1/2" MIN. SLOPE TO DRAINAGE. |
| 06 | REMOVE EXISTING ROOFING MATERIAL AT ALL ROOF TOPS. PROVIDE A 1/2" MIN. SLOPE TO DRAINAGE. |
| 07 | REMOVE EXISTING ROOFING MATERIAL AT ALL ROOF TOPS. PROVIDE A 1/2" MIN. SLOPE TO DRAINAGE. |

KEYSTONE
PLANNING+DESIGN
418 CLINTON PLACE
RIVER FOREST, IL 60095

RWE
DESIGN BUILD
1305 CORDEN AVE
DOWNEY, IL 60402
(815) 724-1883

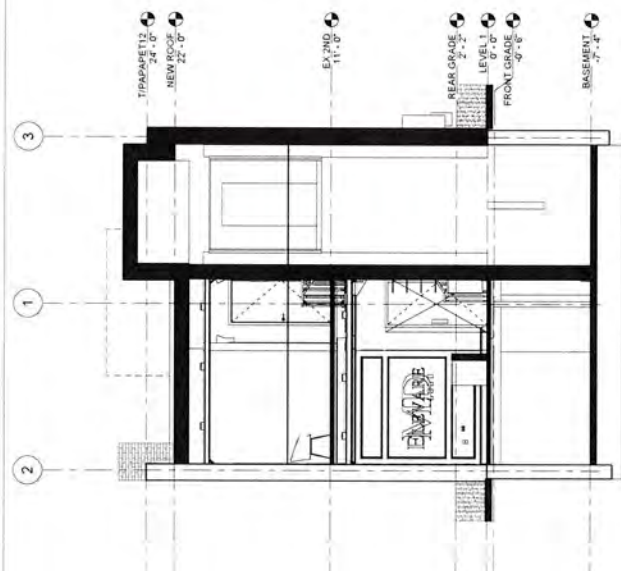
**Revised Plans
Presented at the
Board of Trustees
Second Read -
September 6, 2022**



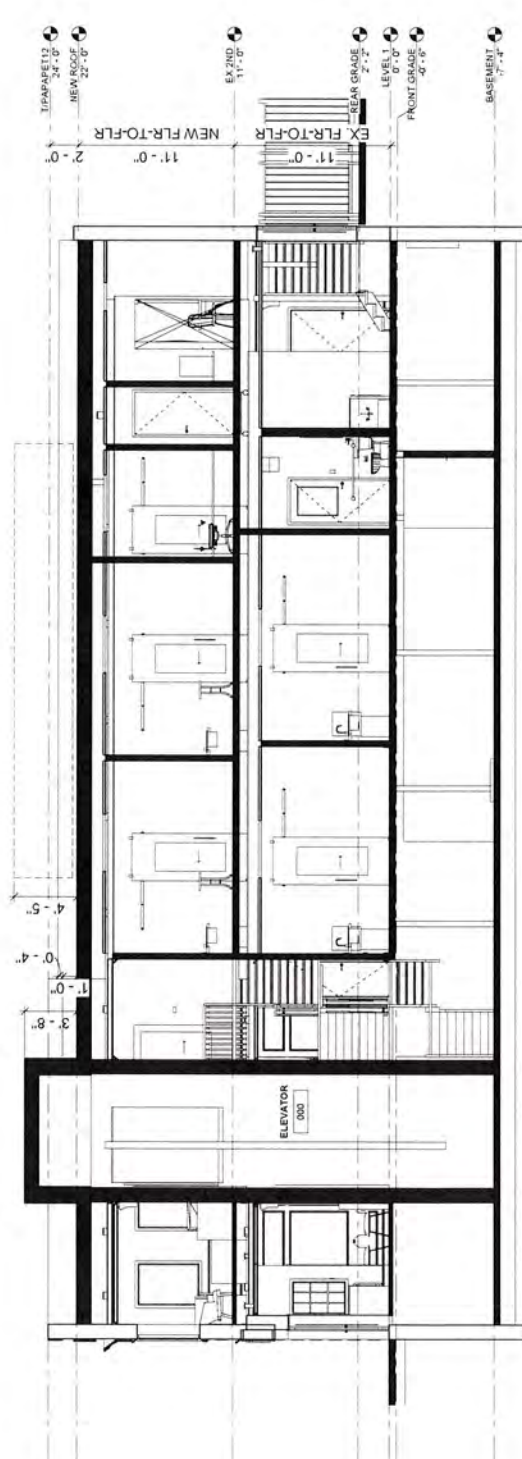
GENERAL ROOF PLAN NOTES:
1. SEE NOTES ON SHEET 1 FOR ADDITIONAL ROOF PENETRATIONS.
2. ALL ROOF PENETRATIONS SHALL BE FLASHED AND DETAILED AS SHOWN ON SHEET 1.
3. ALL ROOF PENETRATIONS SHALL BE FLASHED AND DETAILED AS SHOWN ON SHEET 1.

ROOF SYSTEM LEGEND

ROOF SYSTEMS SHALL BE: 1. 2" MIN. SLOPE TO DRAINAGE. 2. 1/2" MIN. SLOPE TO DRAINAGE. 3. 1/4" MIN. SLOPE TO DRAINAGE. 4. 1/8" MIN. SLOPE TO DRAINAGE. 5. 1/16" MIN. SLOPE TO DRAINAGE. 6. 1/32" MIN. SLOPE TO DRAINAGE. 7. 1/64" MIN. SLOPE TO DRAINAGE. 8. 1/128" MIN. SLOPE TO DRAINAGE. 9. 1/256" MIN. SLOPE TO DRAINAGE. 10. 1/512" MIN. SLOPE TO DRAINAGE. 11. 1/1024" MIN. SLOPE TO DRAINAGE. 12. 1/2048" MIN. SLOPE TO DRAINAGE. 13. 1/4096" MIN. SLOPE TO DRAINAGE. 14. 1/8192" MIN. SLOPE TO DRAINAGE. 15. 1/16384" MIN. SLOPE TO DRAINAGE. 16. 1/32768" MIN. SLOPE TO DRAINAGE. 17. 1/65536" MIN. SLOPE TO DRAINAGE. 18. 1/131072" MIN. SLOPE TO DRAINAGE. 19. 1/262144" MIN. SLOPE TO DRAINAGE. 20. 1/524288" MIN. SLOPE TO DRAINAGE. 21. 1/1048576" MIN. SLOPE TO DRAINAGE. 22. 1/2097152" MIN. SLOPE TO DRAINAGE. 23. 1/4194304" MIN. SLOPE TO DRAINAGE. 24. 1/8388608" MIN. SLOPE TO DRAINAGE. 25. 1/16777216" MIN. SLOPE TO DRAINAGE. 26. 1/33554432" MIN. SLOPE TO DRAINAGE. 27. 1/67108864" MIN. 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2 SECTION
1/4" = 1'-0"



1 SECTION
1/4" = 1'-0"

| No. | Description | Date |
|-----|-------------|-----------|
| 1 | IFZ DRAFT | 5/16/2022 |
| 2 | IFZ-HPC-PC | 6/08/2022 |
| 3 | IFZ-HPC-PC | 8/31/2022 |

BUILDING
SECTIONS -
ELEVATOR

A400

ELEVARE HINSDALE
14 W. 15TH ST. HINSDALE, ILLINOIS

KEYSTONE
PLANNING+DESIGN
418 CLINTON PLACE
RIVER FOREST, IL 60005

RWE
DESIGN BUILD
1800 GORDEN AVE
DOWNERS GROVE, IL 60515
(630) 724-0883

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN
FOR FAÇADE AND OTHER IMPROVEMENTS TO AN EXISTING BUILDING – 14
W. FIRST STREET – ELEVARE MD**

WHEREAS, Michael and Kelly DeWolfe, d/b/a Elevare MD (the “Applicant”), have submitted an application (the “Application”) seeking exterior appearance and site plan approval for changes to the exterior façade of the existing building located at 14 W. First Street (the “Subject Property”) in the B-2 Central Business Zoning District. Proposed improvements include several improvements to the front façade facing First Street, the replacement of all windows and doors on the building, and the installation of an elevator shaft, rooftop mechanical unit screening, and a dumpster enclosure (collectively, the “Proposed Improvements”). The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof. 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 Subject Property is currently improved with a two-story, 4,000 square foot building with vacant commercial space on the first floor and four (4) apartments on the second floor. The building is classified as a Contributing Structure in the Downtown Hinsdale National Register Historic District. The Applicant desires to occupy the first floor as a beauty salon and the second floor as a medical office; 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 July 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 Plan on a vote of six (6) ayes, and zero (0) nays, with three (3) absent, subject to the condition that the applicant install windows in the Stone White color on the second floor of the building, all as set forth in the Plan Commission's Findings and Recommendation in this case (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit C** and made a part hereof; 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: 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 C** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of Exterior Appearance and Site Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 4 of this Ordinance.

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

- A. **Compliance with Plans and Color of Second Floor Windows.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**, and including the requirement recommended by the Plan Commission that the Applicant install windows in the Stone White color on the second floor of the building. It is noted that the Applicant has agreed to that condition.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

SECTION 6: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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 16 IN WRIGHT'S SUBDIVISION OF LOTS 1, 2, 3, 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN BLOCK 4 IN ORIGINAL TOWN OF HINSDALE, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JUNE 8, 1892 AS DOCUMENT 50440, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-12-122-004-0000

COMMONLY KNOWN AS: 14 WEST FIRST STREET, HINSDALE, IL 60521

EXHIBIT B

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

ALTA/NSPS LAND TITLE SURVEY

PROFESSIONAL LAND SURVEYING, INC.

3080 GUDEN AVENUE, SUITE 307

IRLE, ILL. 60512

PHONE: 630-778-1757

FAX: 630-778-1758

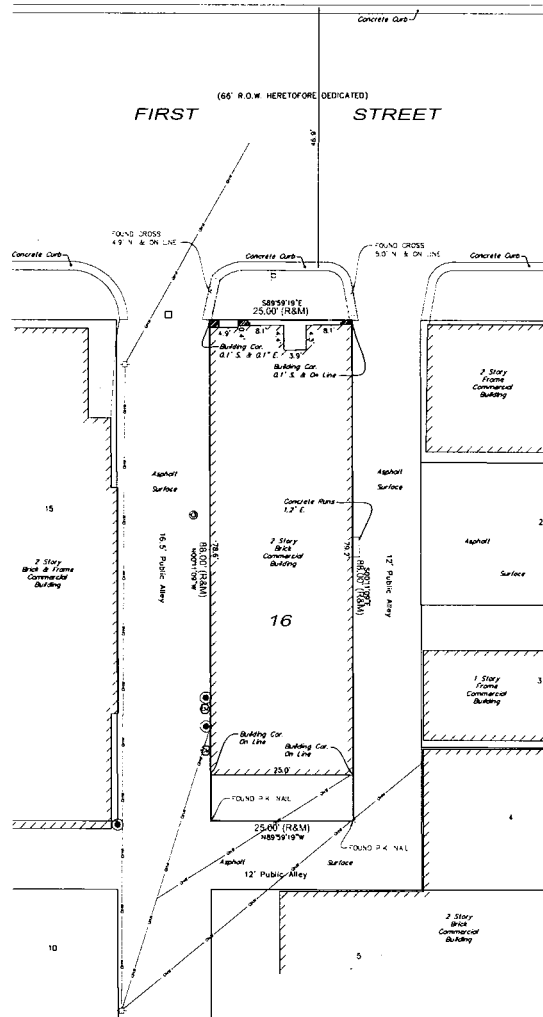
E-MAIL: info@plslaw.com

SHEET 1 OF 1

VICINITY MAP

NO SCALE

SCALE 1" = 10'
PERMANENT MARK NUMBER
29-12-22-24



SURVEYOR'S NOTES

1. THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD MARKS ON THE GROUND, AND ABOVE GROUND OBSERVABLE EVIDENCE ONLY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
2. COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE. ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND REPORT ANY DIFFERENCE IMMEDIATELY.
3. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED COORDINATE SYSTEM.
4. BUILDING LINES ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE MAPS. REFER TO YOUR DEED OR ABSTRACT FOR ADDITIONAL ZONING RESTRICTIONS.
5. THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE IN BLUE INK AND EMBOSSED SEAL.
6. EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY ATTORNEY'S TITLE GUARANTEE FUND, INC. IDENTIFIED AS NUMBER 1801400071 WITH AN EFFECTIVE DATE OF JUNE 29, 2018. A REVIEW OF WHICH INDICATES THAT:
- 6a. THE GENERAL EXCEPTIONS ALONG WITH ITEMS 1-17 ARE NOT SURVEY RELATED.
7. (R) - RECORD DATA
(M) - MEASURED DATA
P.O.W. = FRONT OF WAY
8. AREA OF SURVEY= 2,200 SQ. FT., OR 0.051 ACRES, MORE OR LESS
9. PROPERTY DESCRIBED HEREON LIES WITHIN ZONE X AS DELINEATED ON THE NATIONAL FLOOD INSURANCE RATE MAP 1704-S0000R WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004.
10. NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING
11. PROPERTY CONTAINS NO REGULAR PARKING SPACES.

LEGAL DESCRIPTION

LOT 16 IN WRIGHT'S SUBDIVISION OF LOTS 1, 2, 3, 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN BLOCK 4 IN ORIGINAL TOWN OF HINSDALE, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JUNE 8, 1892 AS DOCUMENT 30416, IN DEERING COUNTY, ILLINOIS.

PREPARED FOR: GILGAN, ATTORNEY

ADDRESS: 1414 FIRST STREET, HINSDALE, ILLINOIS

BOOK & PG. 208/232 DATE: 8/22/2018 JOB NO: 1816074

DRAWN BY: JBL CHECK BY: _____

REVIEWED

SYMBOL LEGEND

- | | |
|--------------------------|----------------------|
| ○ - MANHOLE | (R) - RECORD DATA |
| □ - CATCHBASIN | (M) - MEASURED DATA |
| □ - INLET | - OVERHEAD WIRES |
| ○ - WATER VALVE | ○ - POWER POLE |
| (UNLESS OTHERWISE NOTED) | ○ - BUFFALO BOX |
| ● - BOLLARD | □ - CONCRETE SURFACE |
| ▽ - STREET SIGN | |

SURVEYOR'S CERTIFICATE

CERTIFIED TO:

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 _____ OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 7, 2018.

DATE OF PLAT OR MAP: AUGUST 7, 2018



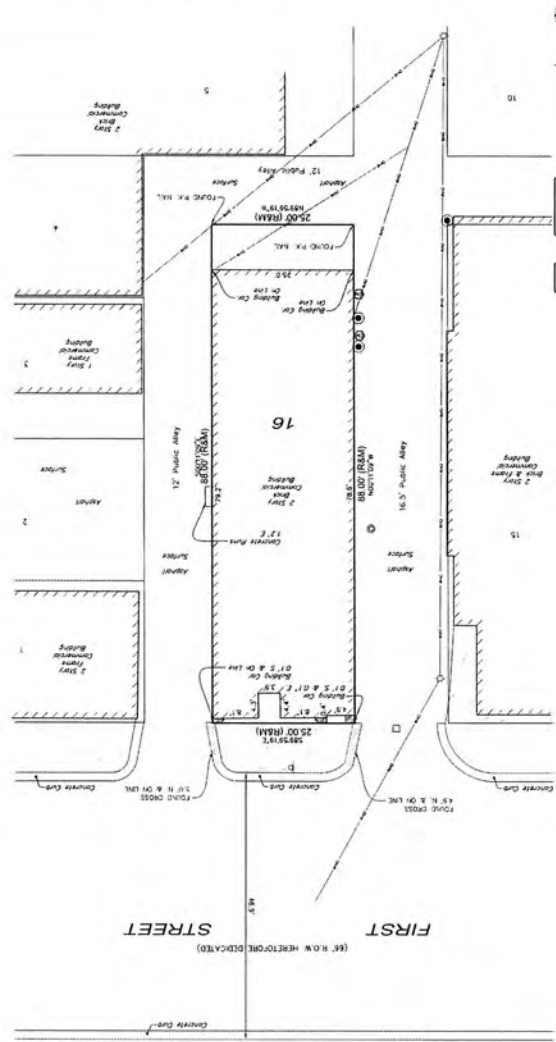
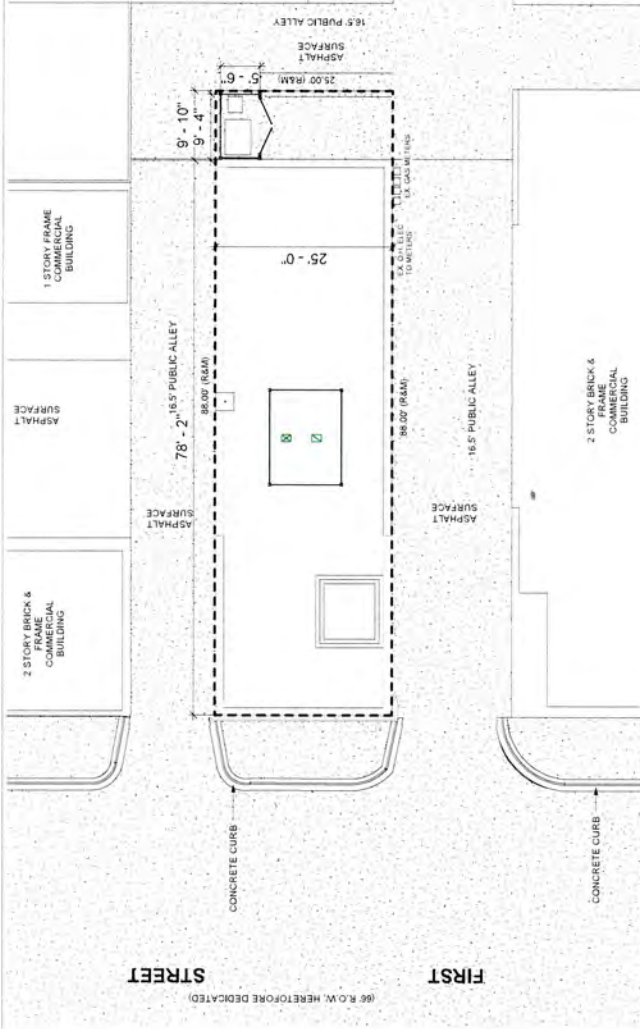
IRLS No. 3483
MY LICENSE EXPIRES 11/30/18



DARK SCREEN/FENCE, GRANITE, CHARTERED, CEDAR COMPOSITE MATERIAL ON METAL POSTS



B-2 ZONING DISTRICT
14 W. 1ST STREET



| No | Description | Date |
|----|-------------|-----------|
| 1 | CLIENT MTG | 4/15/2022 |
| 2 | IF2 DRAFT | 5/16/2022 |
| 3 | IF2 HPC-PC | 6/08/2022 |



VIEW FROM EAST



VIEW FROM WEST



VIEW FROM NORTH



AERIAL VIEW

KEYSTONE
PLANNING+DESIGN
418 CLINTON PLACE
RIVER FOREST, IL 60305

RWE
DESIGN BUILD
1303 OGDEN AVE.
DONALDSONVILLE, IL 60515
(830) 734-1083

HINSDALE MED SPA
14 W 157 ST, HINSDALE, IL

| No | Description | Date |
|----|-------------|-----------|
| 1 | IF2-DRAFT | 5/16/2022 |
| 2 | IF2-IF2-PC | 6/08/2022 |

EXISTING
EXTERIOR
CONDITIONS

A298



ARCHITECT • DESIGN
KEYSTONE
PLANNING+DESIGN
418 CLINTON PLACE
RIVER FOREST, IL 60005

CM • BUILDER
RWE
DESIGN BUILD
1300 CODDEN AVE.
DOWNERS GROVE, IL 60515
(630) 734-0883

HINSDALE MED SPA

14 W. 1ST ST., HINSDALE, IL

| No. | Description | Date |
|-----|-------------|-----------|
| 2 | IF2 DRAFT | 5/16/2022 |
| 3 | IF2-HPC-PC | 6/08/2022 |
| | | |
| | | |
| | | |
| | | |
| | | |

EXTERIOR
COLOR
ELEVATIONS

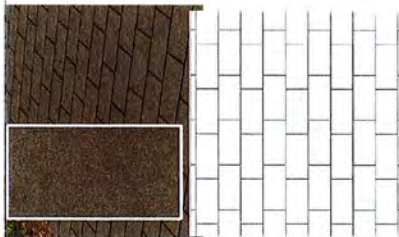
A299

Scale:

COPYRIGHT KEYSTONE PLANNING + DESIGN, ALL RIGHTS RESERVED

7/21/2022 3:04:16 AM

2 SOUTH ELEVATION
3/16" = 1'-0"



3CM Basalt Black Exterior Porcelain Pavers

Color Options



3CM Basalt Black Exterior Porcelain Pavers are made from natural basalt stone and are available in a variety of colors and finishes. They are designed to provide a durable and attractive surface for outdoor spaces.

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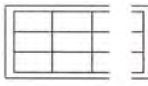
Second Floor Window Cladding Color

Color Options



Close-up of a window frame showing the internal structure and glass panes.

Close-up of a window frame showing the internal structure and glass panes.



Close-up of a window frame showing the internal structure and glass panes.

Close-up of a window frame showing the internal structure and glass panes.



Close-up of a window frame showing the internal structure and glass panes.

Close-up of a window frame showing the internal structure and glass panes.



Close-up of a window frame showing the internal structure and glass panes.



AWNEX HOLLYWOOD RTU SCREEN



0029 Black Classic European Colors

EXTERIOR FINE PAINTS OF EUROPE HIGH GLOSS BRILLIANT BLACK- REFINISH EXISTING SHUTTERS AND SIGNAGE BACKGROUND

Gen3 Edge™

PASSENGER ELEVATOR

Table with 2 columns: Feature, Value. Rows include Travel height maximum, Minimum steps, Speed (ft/min), Capacity (lbs), and Capacity (persons).

Table with 2 columns: Feature, Value. Rows include Travel height maximum, Minimum steps, Speed (ft/min), Capacity (lbs), and Capacity (persons).

OTIS GEN3 EDGE ELEVATOR - REQUIRED SHAFT DIMENSIONS

American Gas Lamp Works



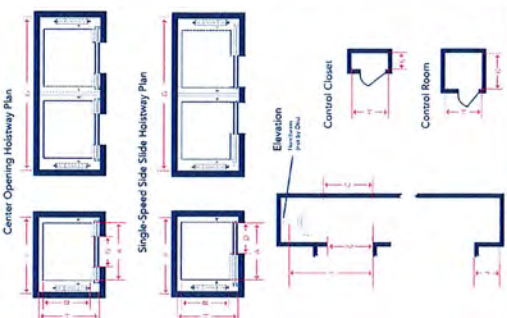
Product image may not reflect actual product.

What you can see (little or much) for the actual installation of a lamp.

These lamps are available in Single, Double or Triple and 1/2 sizes.



NATURAL GAS, OPEN FLAME WALL SCONCE



Barbours Wall Mount

From the Barbours collection of timeless black metal light fixtures, the Barbours Wall Mount is a classic and elegant design. It features a simple, clean lines and a timeless design.

Barbours Wall Mount

From the Barbours collection of timeless black metal light fixtures, the Barbours Wall Mount is a classic and elegant design. It features a simple, clean lines and a timeless design.

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Barbours Wall Mount

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Barbours Wall Mount

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-14-2022 – 14 W. First Street – Elevare MD - Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 14 W. First Street in the B-2 Central Business District

PROPERTY: 14 W. First Street (PIN: 09-12-122-004)

APPLICANT: Michael and Kelly DeWolfe, Elevare MD

REQUEST: Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: July 13, 2022

BOARD OF TRUSTEES 1ST READING: August 16, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application request from Michael and Kelly DeWolfe, Elevare MD, requesting approval of an Exterior Appearance and Site Plan Review to allow for changes to exterior façade of the existing building and site plan located at 14 W. First Street in the B-2 Central Business District.

The existing two-story, 4,000 square foot building consists of vacant commercial space on the first floor and four apartments on the second floor. Elevare MD proposes to utilize the first floor as a beauty salon and the second floor as a medical office.

The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and is Potentially Significant according to the 2003 Architectural Resources in the Downtown Survey Area.

The building features Two-Part Commercial Block architecture in a Classical Revival style. It was designed by architect R. Harold Zook in 1941. The building is one of four commercial buildings in the Downtown Hinsdale Historic District designed by Zook. The original storefront and windows have been reconfigured and replaced over time.

The project was reviewed at a public meeting at the Historic Preservation Commission on July 6, 2022. There was a discussion on the location and design of the elevator shaft, where the applicant confirmed that the existing parapet wall will not be altered and the new brick elevator shaft will extend 1'8" above the height of the existing parapet wall. Mr. Just confirmed that elevator was located toward the front of the building to better service clients and staff accessing the front entrance. The applicant also confirmed that the building, including the brick and limestone features, will not be painted.

Commissioners expressed concern over the use of black cladding on the windows and noted that black windows on the second floor were not consistent with the historic design of building in the downtown, particularly for buildings designed by R. Harold Zook. The applicant stated that all windows were to be of black cladding to be consistent on the entire building. The Commission recommended that the second floor windows be of a lighter color or white color, but were okay with the use of black on the first floor windows and the shutters.

The Historic Preservation Commission recommended approval of Case A-14-2022, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 14 W. First Street in the B-2 Central Business District, by a vote of 5-0 (2 absent), subject to the condition that a lighter color or white color be used on all second floor windows. Following the meeting, the applicant agreed that the second floor window cladding can be of an off-white color, in the Stone White color swatch submitted in the Plan Commission packet for review.

PUBLIC MEETING SUMMARY AND FINDINGS: On July 13, 2022, the request for approval of an Exterior Appearance and Site Plan Review was reviewed at a public meeting by the Plan Commission. Ken Just, representing RWE Design Build, and Kelly and Michael DeWolfe building owners, provided an overview of the proposed changes to the building and answered questions from the Commissioners.

Mr. Just briefly explained the changes proposed to the building and stated that the Historic Preservation Commission requested that a lighter color be used on all second floor windows. The applicant submitted a Stone White color swatch in the Plan Commission packet for review to use on the second floor windows.

Chairman Cashman asked about the black panel area above the door on the right side of the front elevation. Commissioner Moore stated he visited the site and this area on the building appears to have been bricked over in the past and uses a different color brick than the rest of the building. Mr. Just stated it is a black panel that is intended to match the larger existing sign panel on the building.

Commissioner Moore asked about the existing dumpsters located in the public alley and if these are their dumpsters. Commissioner Moore asked if the new enclosure will prevent traffic from turning in the alley after it is constructed and suggested turning the enclosure could help with cars turning. Concerns were expressed on if this will impact any of the neighboring buildings.

Mr. Just stated that people are currently parking in the alley where the dumpster is located and it does not appear that the alley is not used for through traffic.

Several Commissioners expressed support for constructing a dumpster enclosure and there are other issues surrounding dumpsters in the downtown area. Ms. Salmon noted that the Village can look into enforcement issues.

Commissioner Moore asked about the placement of the elevator shaft on the building and asked if it could be relocated further away from the front of the building. Mr. Just stated that the location helps with the interior function of the building. Mr. DeWolfe stated the elevator location will provide closer access to patients entering from the front of the building and was designed with safety in mind.

Chairman Cashman stated he understood why the elevator was located in this location and is a good design from an accessibility standpoint. Chairman Cashman stated he does not believe that the elevator shaft will be that visible from the street.

Commissioner Fiascone asked why the Historic Preservation Commission asked for the second floor windows to be in a white color. Chairman Cashman stated that the recommendation was largely based on Zook, the architect of the building, and that windows were traditionally white rather than black. The Historic Preservation Commission was okay with a more unique design and color on the ground level. There was a discussion about the history of the building. Commissioner Fiascone noted she did not think that the second floor windows needed to be white.

Commissioner Willobee also stated he liked how the original window colors look, but was okay with the change to the colors.

Commissioner Crnovich stated she has questions about the elevator shaft and dumpster, but they had previously been answered. Commissioner Crnovich thanked the applicant for enclosing the dumpster and stated this will reduce the possibility of creating an eyesore.

Commissioner Crnovich asked if the business will be selling products on the first floor and if there will be retail sales tax. Mr. DeWolfe confirmed the business has a large retail component. There was a discussion on the use of the building and future business. The existing building has four apartments on the second floor. The new business will have medical offices on the second floor.

Several Commissioners expressed support for repurposing the building and its importance in the Downtown Historic District.

Commissioner Krillenberger asked for clarification on the Commissioner Moore's comment on the different color bricks on the front façade over the doorway. Chairman Cashman stated that they are installing a similar panel area to match the main signage panel to cover up where the brick was previously infilled. There was a discussion on how the building has been changed over the years.

Commissioner Krillenberger asked if the applicant is moving their business from another location. Mr. DeWolfe stated he has been a part of Hinsdale Hospital for ten years and currently has a business in Lakeview in Chicago. They have been a part of the Hinsdale and LaGrange area for many years and they would like to locate in the area. There was a brief discussion on the rendering and proposed color of the windows.

Chairman Cashman expressed support for the project and said the project was tastefully done.

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 an improvement to the existing conditions.

Commissioners noted that proposed plans met several of the standards for approval identified in the Zoning Code including the screening of the rooftop equipment and proposed dumpster enclosure (Section 11-604(F)(1)(h)). The proposed elevator shaft did not appear to negatively impact the building and historic façade and the proposed improvements were respectful to the character of the existing historic building (Section 11-605(E)(2)(a), (b), and (g)). Several Commissioners noted that the project utilized a high quality design that would be visually compatible and consistent with the Downtown Historic District (Section 11-605(E)(1) and (2)).

No members of the public provided comment at the meeting. Staff did not received 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 Crnovich and seconded by Commissioner Willobee. The vote carried by a roll call vote as follows:

| | |
|-----------------|---|
| AYES: | Commissioners Crnovich, Fiascone, Krillenberger, Moore, Willobee and Chairman Cashman |
| NAYS: | None |
| ABSTAIN: | None |
| ABSENT: | Commissioners Curry, Hurley, Jablonski |

RECOMMENDATIONS: 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-14-2022, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 14 W. First Street in the B-2 Central Business District, subject to the condition that the applicant install windows in the Stone White color on the second floor of the building.

Signed: Stephen J. Cashman
Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: 03/10/22



9a

MEMORANDUM

DATE: September 6, 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
Brian King, Chief of Police

RE: Discussion Item-Daily Parking Fee and Parking Permit Recommendations

Recommendation:

The Village staff recommends making the following modifications to the Village Commuter Lots:

1. Remove Hinsdale resident restriction from the Village Lot. Prior to the pandemic the Village maintained a commuter permit wait list in excess of 100+ residents. To date, the Village is at 25% of prior permit sales. Opening the lot up to non-residents would attract those commuters from area towns who previously had expressed interest due to the favorable schedules of the Hinsdale stations.
2. Continue to offer 6-month Commuter permits for those commuters finding this a cost-effective option.
3. Continue to offer 6-month Merchant permits for those employees/merchants finding this option as cost effective.
4. Convert the Northside of Main Depot -Burlington Drive (from Garfield to Washington) from Merchant Parking Spaces to Commuter Spaces with a premium cost per day due to the desirable location.
5. Provide commuters an option of paying a daily parking fee of \$3.50 per day using the smart phone application called "Pay by Text" in all of the red/blue parking areas in lieu of buying a red/blue permit. This allows commuters and merchants/employees flexibility in addressing their parking needs.
6. Standardize Commuter Lot hours and days that parking is regulated to Monday through Saturday from 6:00 a.m. to 6:00 p.m.
7. Staff recommends-converting 56 of the 82 spaces in the Robbins Park Parking lot (adjacent to the tennis courts) currently used as Community House overflow for use by Hinsdale Central Students from 7:00am to 4:00 pm on school days at a cost of \$400 per semester or \$800/yr. The remainder of the parking spaces in the lot would be limited to 4-hour parking in order to accommodate park and Community House users and deter those students not in possession of a parking permit from illegally parking in the lot.
8. Provide for online sales of Parking permits.

MEMORANDUM

Background

The Village manages four Commuter lots:

- Village Lot – 168 available spaces
- Highlands
- West Hinsdale
- Chestnut Street Lot

While many sectors of the economy have experienced a recovery from the impact of the pandemic, the demand for commuter parking remains at historic lows as commuter behavior remains changed. Whereas prior to March 2020 the Village's commuter parking lots were 100% occupied, the utilization of the Village owned commuter lot has not recovered. The key driver in this change is a change in the behavior of commuters.

Prior to the pandemic, most workers were required to be present in the office 5 days a week. However, the work rules in many downtown offices now allow for flexibility in schedules with most workplaces demanding a maximum of 3 days in office as compared to the previous 5 days. This has had a quantifiable impact on commuter behavior and a substantial diminishment in the demand for commuter parking.

As a reference point, Metra's ridership is currently 31% of pre-pandemic levels, with the highest use on Tuesdays (46%), Wednesday's (45%), and Thursdays (43%). This is consistent with a 3-day work week requirement.

In response to a change in commuter behavior, staff makes the following recommendations:

| Commuter Parking | | | | |
|---|----------------------|------------------------------|--------------------------------------|--|
| | Existing Rate | Proposed Rate | Existing Regulation Time/Days | Proposed Effective Date/Time |
| Village Lot (between Washington and Lincoln) | \$310 for 6 months | \$3.50 daily rate or permit* | 6:00 a.m. to 9:15 a.m. Mon thru Fri | 6:00 a.m. to 6:00 p.m. Monday thru Sat |
| Highland (location) | .25 per hour | \$3:00 per day | 6:00 a.m. to 5:00 p.m. Mon thru Fri | 6:00 a.m. to 6:00 p.m. Monday thru Sat |
| West Hinsdale (West of Stough) | .25 per hour | \$3:00 per day | 6:00 a.m. to 5:00 p.m. Mon thru Fri | 6:00 a.m. to 6:00 p.m. Monday thru Sat |
| Chestnut (north of the tracks adjacent to Chestnut) | .25 per hour | \$3:00 per day | 6:00 a.m. to 5:00 p.m. Mon thru Sat | 6:00 a.m. to 6:00 p.m. Monday thru Sat |
| NEW-North of Burlington Train between | Red Permit Parking | \$10.00 per day | | 6:00 a.m. to 6:00 p.m. Monday thru Sat |

MEMORANDUM

| | | | | |
|-------------------------|--|--|--|--|
| Garfield and Washington | | | | |
|-------------------------|--|--|--|--|

*Permit cost based upon 22 days per month x 6 months/\$310=\$2.35 per day.

Additional Parking Information

Village Lot (main commuter lot, 168 spaces) current conditions-blue permits are available only to Hinsdale residents. To date the Village has sold 200 blue parking permits. Staff has observed approximately 30 blue permit holders parking in the lot prior to 9:15 a.m. After 9:15 a.m. approximately 50 additional cars park in the lot. Many of the cars parking after 9:15 a.m. belong to merchants and employees working in the downtown area. Many of these cars were previously red permit holders but are now taking advantage of the "free" parking due to reduced commuter parking use,

In addition to the Village Lot, the Village has approximately 180 additional parking spaces that are designated as blue/red (commuter/merchant) parking areas:

- Hinsdale Avenue from Lincoln to Vine Street
- Parking Deck
- Chicago Avenue between Washington and Garfield
- North side of Post Office Parking Lot-adjacent to train tracks

Currently, less than 40 commuter spaces are in use.

Highlands, West Hinsdale and Chestnut Lots-these commuter lots serve the Highlands, West Hinsdale and the main train station. The parking permits are available for West Hinsdale and Highlands for purchase and daily parking is available for purchase via a pay box. The daily parking rate is .25 cents per hour. Staff is recommending changing the fee from .25 cents per hour to a flat rate of \$3.00 per day and regulating the hours and days in which parking is regulated to 6:00 a.m. to 6:00 p.m. Monday through Saturday in order to have uniformity amongst all of the Village's commuter parking lots.

Pay-by-Text



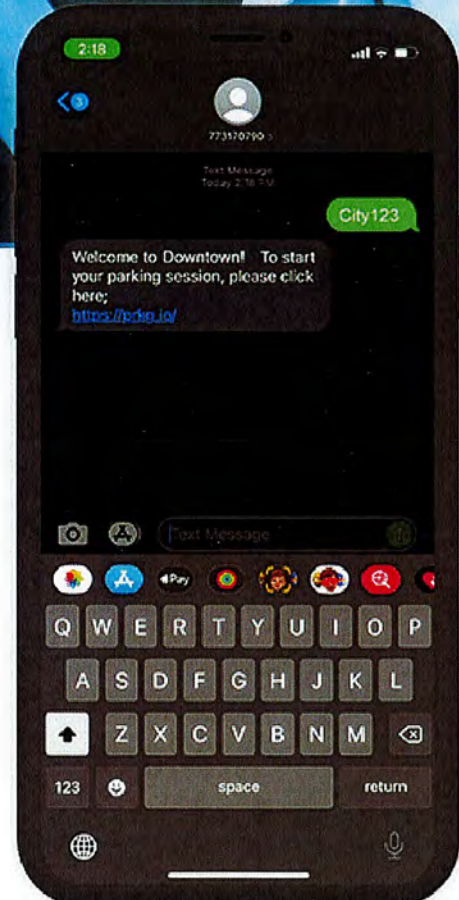
PARK AND PAY WITH JUST A TEXT!

The easy to use web-based solution that lets customers park their vehicles and conveniently pay via mobile phone.

No account or app set-up required

Generates additional revenues for your operation

Compatible with both Pay-by-Plate and Pay-by-Space





WHAT IS PAY-BY-TEXT?

Pay-by-text is a fast and contactless parking solution for drivers to keep payment simple. With Pay-by-Text, you start by texting a code that directs you to a secure web page. Then, enter your plate and payment information, and you are on your way. No app download or kiosk required.

BENEFITS FOR PARKING OPERATORS

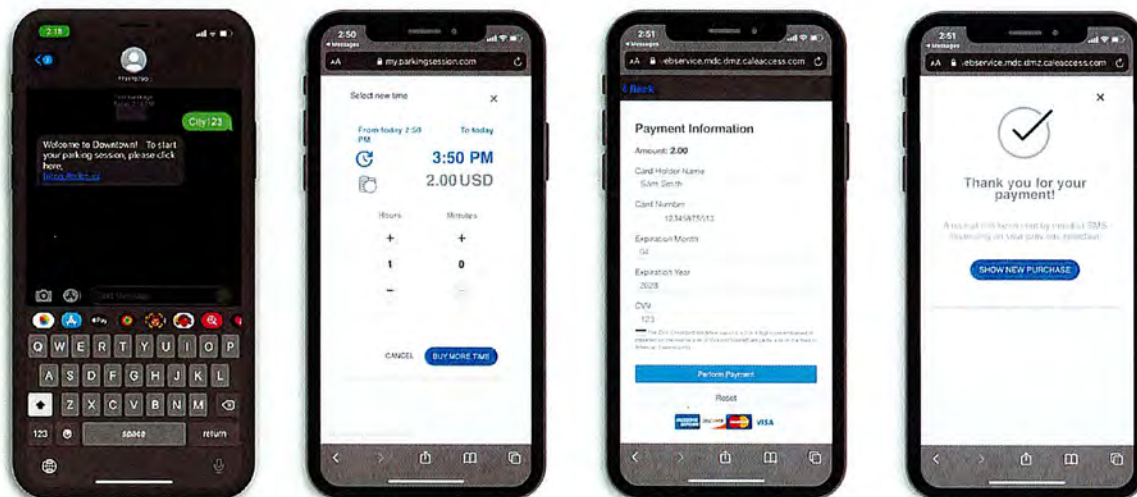
- Stand alone service or offered together with your Flowbird meters
- Integrated with your Flowbird back-office and preferred enforcement solution
- Encourages higher rates of compliance
- Increases customer satisfaction
- Secure payment following PCI standards

BENEFITS FOR END USERS

- Quick, convenient cashless parking
- Effortless parking transactions without downloading an app
- Provides an additional payment option to make parking simpler
- Text notification is provided prior to time expiration to help stay in compliance
- Allows customers to choose their preferred payment method

HOW DOES IT WORK?

1. Text a code to the number provided on the sign or sticker displayed at the parking location
2. You will receive a text reply immediately. Follow the secure link to input your plate or parking space number.
3. Choose your length of stay.
4. Enter your payment information.
5. Your parking session is now started!





Ways to Pay:

Scan the QR Code



OR

**Text "*FortMyers*"
to (877) 468-1370**

and follow the instructions texted
to your mobile phone



**FORT MYERS
FLORIDA**



MEMORANDUM

DATE: July 26, 2022
TO: President Cauley and the Village Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Robert McGinnis, Community Development Director/Building Commissioner *R*
RE: **Community Development Department Monthly Report-July 2022**

In the month of July, the department issued 120 permits including 5 new single family homes, 14 residential alterations, 4 commercial alterations, and 3 demolition permits. The department conducted 445 inspections and revenue for the month came in at just under \$200,000.

There are approximately 88 applications in house, including 11 single-family homes and 16 commercial alterations. There are 63 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 62 engineering inspections were performed in the month of July by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 17 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT July 2022

| PERMITS | THIS MONTH | THIS MONTH LAST YEAR | FEES | FY TO DATE | TOTAL LAST YEAR TO DATE |
|---------------------------------|-------------------|-----------------------------|----------------------|----------------------|--------------------------------|
| New Single Family Homes | 5 | 5 | | | |
| New Multi Family Homes | 0 | 0 | | | |
| Residential Addns./Alts. | 14 | 15 | | | |
| Commercial New | 0 | 0 | | | |
| Commercial Addns./Alts. | 4 | 8 | | | |
| Miscellaneous | 40 | 44 | | | |
| Demolitions | 3 | 2 | | | |
| Total Building Permits | 66 | 74 | \$ 159,054.00 | \$823,258.00 | \$722,471.00 |
| Total Electrical Permits | 24 | 23 | \$ 14,675.00 | \$ 59,289.00 | \$52,357.00 |
| Total Plumbing Permits | 30 | 26 | \$ 26,148.00 | \$ 115,934.00 | \$107,016.00 |
| TOTALS | 120 | 123 | \$ 199,877.00 | \$998,481.00 | \$ 881,844.00 |

| | | | | | |
|--------------------------|-----------|--|------------|--|--|
| Citations | | | \$0 | | |
| Vacant Properties | 17 | | | | |

| INSPECTIONS | THIS MONTH | THIS MONTH LAST YEAR | | | |
|----------------------------|-------------------|-----------------------------|--|--|--|
| Bldg, Elec, HVAC | 249 | 166 | | | |
| Plumbing | 48 | 40 | | | |
| Property Maint./Site Mgmt. | 86 | 83 | | | |
| Engineering | 62 | 89 | | | |
| TOTALS | 445 | 378 | | | |

REMARKS:



DATE: July 28, 2022

TO: Thomas K. Cauley, Village President
Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: John Giannelli, Fire Chief

RE: Executive Summary - Fire Department Activities for June 2022

In summary, the Fire Department activities for **June 2022** included responding to a total of **235** emergency incidents. There were **57** fire-related incidents, **117** emergency medical-related incidents, and **61** emergency/service-related incidents.

This month, the average response time from receiving a call to Department crews responding, averaged **58** seconds. Response time from receiving a call to Department crews arriving on the scene was **4** minutes and **39** seconds.

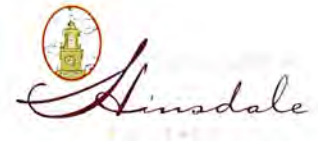
In the month of **June**, there was **\$1,000.00** of dollar loss due to fires. Members assisted Clarendon Hills and Western Springs on various calls.

In the month of June, Chief Giannelli covered short shifts due to shift staffing shortages. The total hours covered were **56**, thereby saving the Village an estimated **\$3,360.00** in overtime.

Chief Giannelli and DC Carlson attended MABAS Division10, DuPage County Fire Chiefs, DUCOMM, and ETSB meetings.



Hinsdale Fire Department – Monthly Report
June 2022



Emergency Response

In June, the Hinsdale Fire Department responded to a total of 235 requests for assistance, for a total of 1,241 responses this calendar year. There were 31 simultaneous responses and one (1) train delays this month. Department responses are divided into three basic response categories (Fire, Ambulance, and Emergency Related):

| Type of Response | June 2022 | % of Total | Three Year Average June 2019-2020-2021 |
|--|------------------|-------------------|---|
| Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke) | 57 | 24% | 60 |
| Ambulance: (Includes ambulance requests, vehicle accidents and patient assists) | 117 | 50% | 111 |
| Emergency: (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls) | 61 | 26% | 52 |
| Simultaneous: (Responses while another call is on-going. Number is included in total) | 31 | 13% | 30 |
| Train Delay: (Number is included in total) | 1 | .4% | 1 |
| Total: | 235 | 100% | 223 |

Year to Date Totals

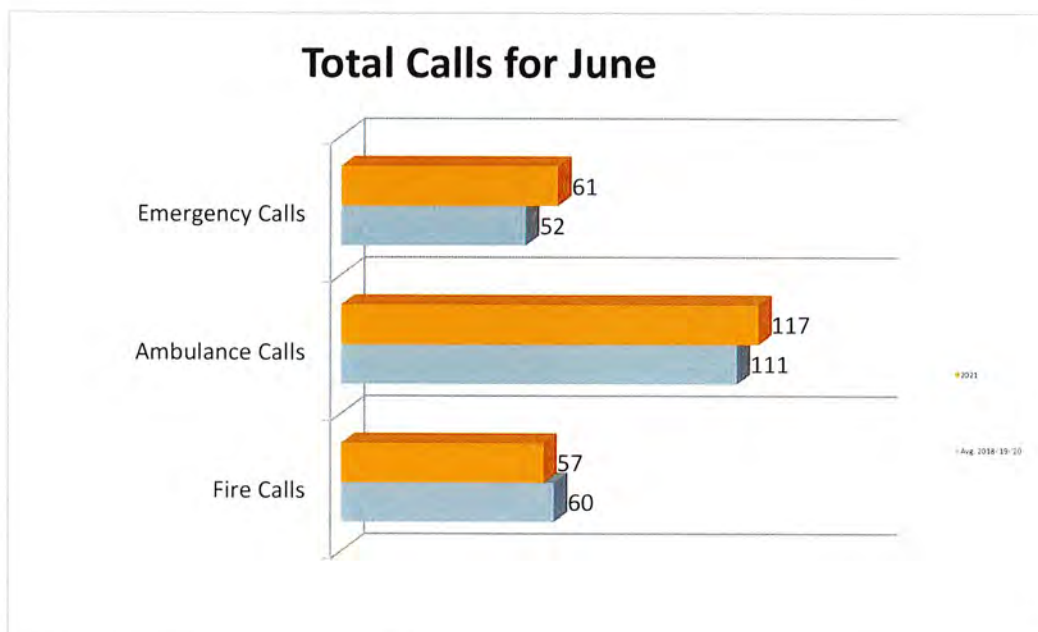
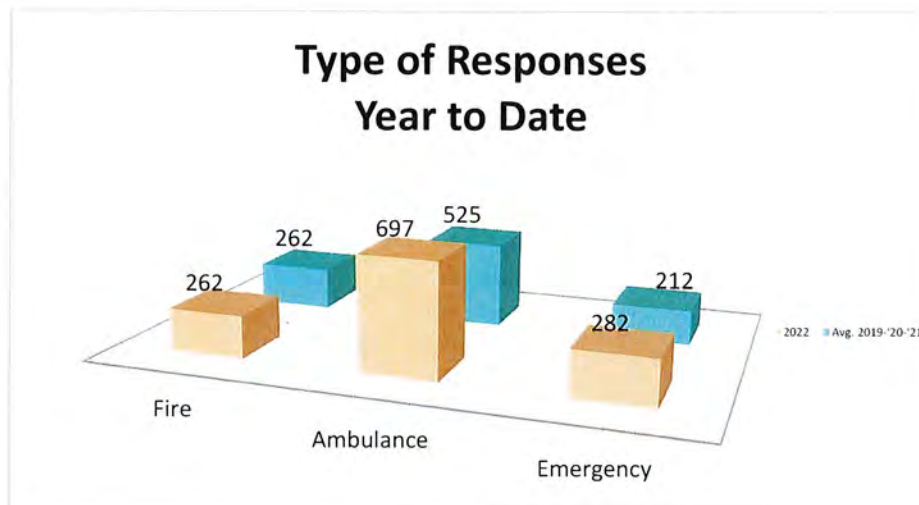
| | | |
|------------------------------|----------------------------|-----------------------|
| Fire: 262 | Ambulance: 697 | Emergency: 282 |
| 2022 YTD Total: 1,241 | 2019-20-21 Average: | 999 |



Hinsdale Fire Department – Monthly Report June 2022

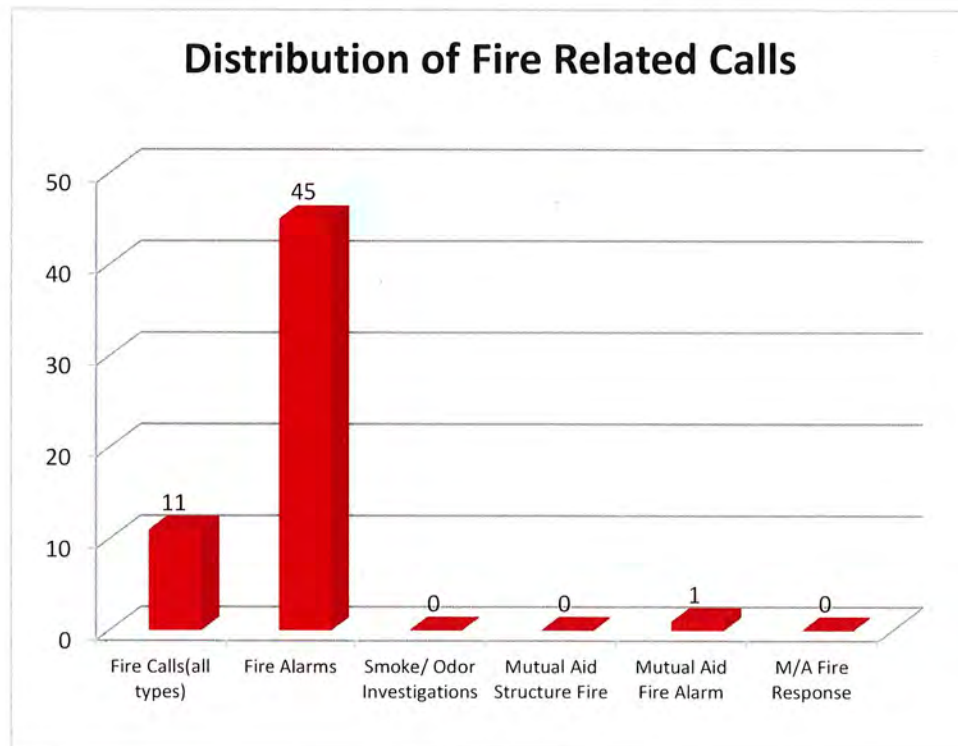
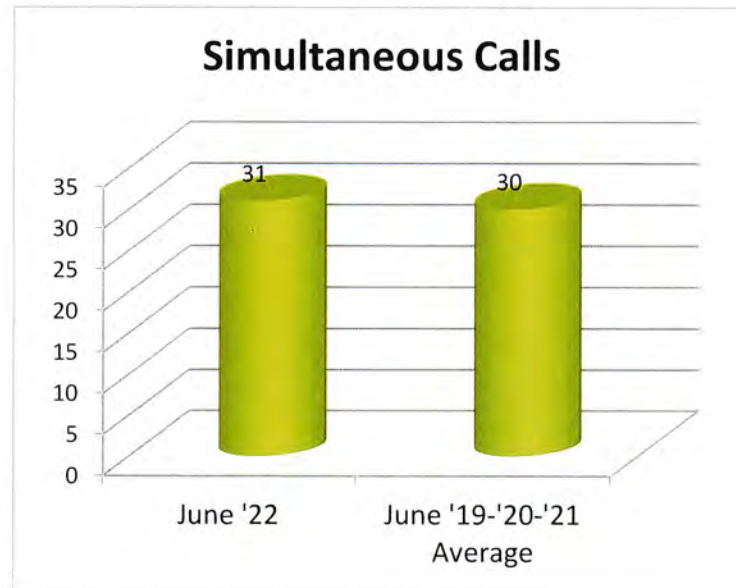


Emergency Response



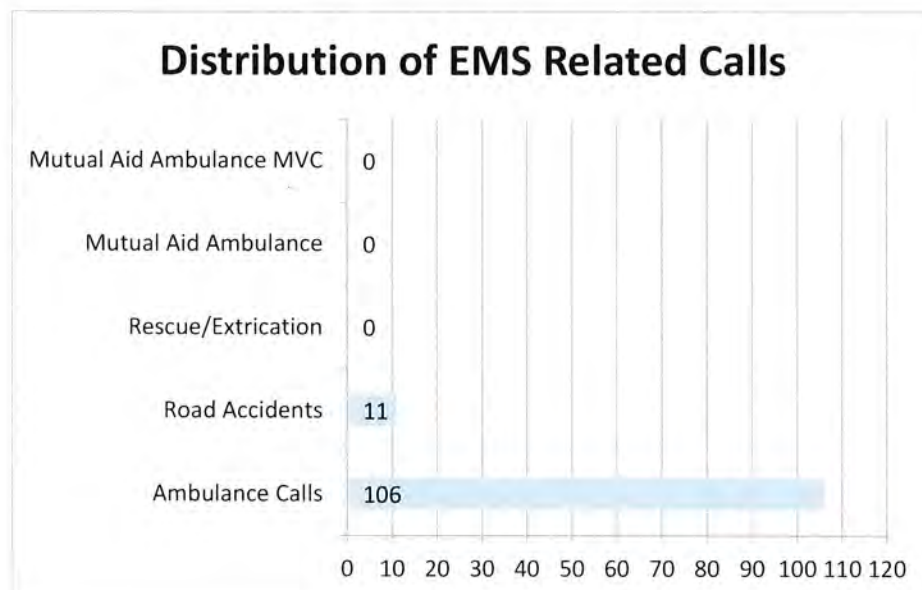
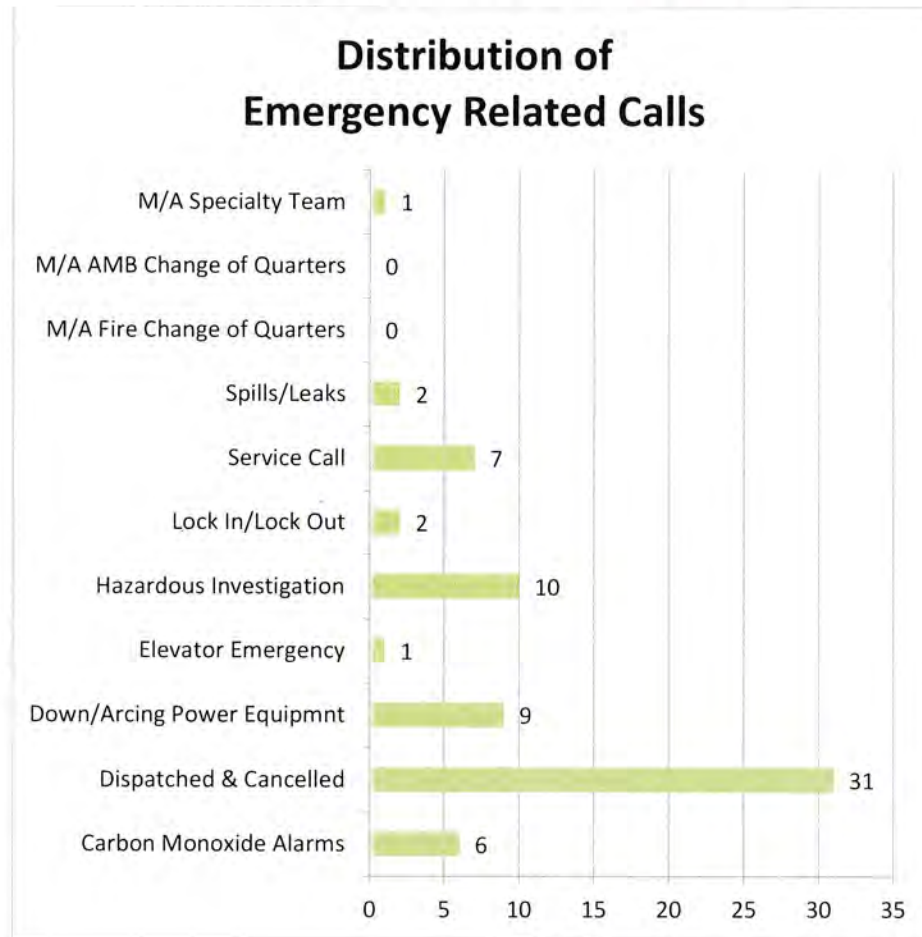


Emergency Response



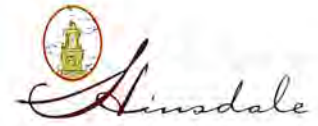


Emergency Response





Hinsdale Fire Department – Monthly Report
June 2022



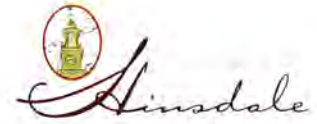
Incidents of Interest

Date & Call #

| | |
|---------------------------------|---|
| 6/13/2022 22-1113 22-1114 | Engine 84 responded for the change of quarters into Lyons. Engine 84 assisted with storm related calls (6 in total) during a severe thunderstorm that hit the area. |
| 6/19/2022 22-1153 22-1154 | Engine 84 responded for the house fire at 3914 S Washington in Westmont. Engine 84 assisted with water supply. Engine 84 then proceeded to Westmont Station 182 for the change of quarters. |
| 6/19/2022 22-1155 | Engine 84 responded for the vehicle fire in the driveway of 318 W 57 th Street. Crews quickly extinguished the fire and completed overhaul. There was no smoke or fire damage sustained to the house. |
| 6/19/2022 22-1157 | Tower 84 responded with the Hinsdale PD for the check well-being of a resident. The resident was found deceased in the home. T84 assisted the Hinsdale PD with the investigation and scene control. |
| 6/28/2022 22-1215 | Engine 84 and Utility 84 responded for the vehicle fire on I294 NB at MM27.4. Crews quickly extinguished the fire and completed overhaul. U84 assisted with traffic control. ISP was also on the scene as well as Illinois Tollway maintenance. |



Hinsdale Fire Department – Monthly Report June 2022



Training/Events

In addition to the daily training in EMS, Technical Rescue, Hazardous Materials, Firefighting, and vehicle checks, members completed the following specialized training:

Members assisted with Safety Village activities from June 7th through June 17th, 2022. Members assisted with the Safety Trailer, show and tell of T84 and assisted with drop off and pick up during the two weeks.

Black shift members participated in a hazardous materials response at Hinsdale Plant Operations building on 6/22/2022. This drill was in conjunction with the MABAS Division 10 HazMat team and Hinsdale Hospital. The focus of the training was decontamination of patients exposed to an unknown hazardous material.

Members taught CPR classes to Community house and Brush Dental.

Shifts continued fire hydrant testing throughout the Village.



Hinsdale Fire Department – Monthly Report June 2022



Public Education

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.

In the month of June, Department Members participated in the following public education events:

- June 3rd – Junior Firefighter Station Tour
- June 4th, 11th, 17th – Block Party Fire Truck Visit
- June 6th – 16th – Annual Safety Village
- June 16th, 23rd, 30th – Uniquely Thursday's Summer Concert



Lt. Tom McCarthy with See-More the Smoke Detector at Safety Village



Lt. McCarthy, Captain Ziener, Deputy Chief Carlson, FFPM Patitucci, FFPM Sanghera, FFPM Dudek, FFPM Lorusso, and FFPM Chism at Safety Village



FD phone prop to teach how to call 911 for help in an emergency.



Lt. McCarthy providing an overview of Medic 84 at Safety Village



Deputy Chief Carlson, demonstrating Truck 84 functions at Safety Village



Lt. McCarthy and FFPM Dudek providing a safety talk with the safety house at Safety Village

Fire Prevention & Safety Education

- The Bureau continues to schedule and conduct annual inspections, and testing in addition to plan reviews.
- The Bureau continues to work with businesses to ensure their alarm status are in service.



Hinsdale Fire Department – Monthly Report June 2022



Inspection Activities

June 2022 had a total of 83 Fire Inspection Activities:

Inspections - 36

Initial (32)
Sprinkler (3)
Occupancy (1)

Re-Inspections - 14

Acceptance Test - 2

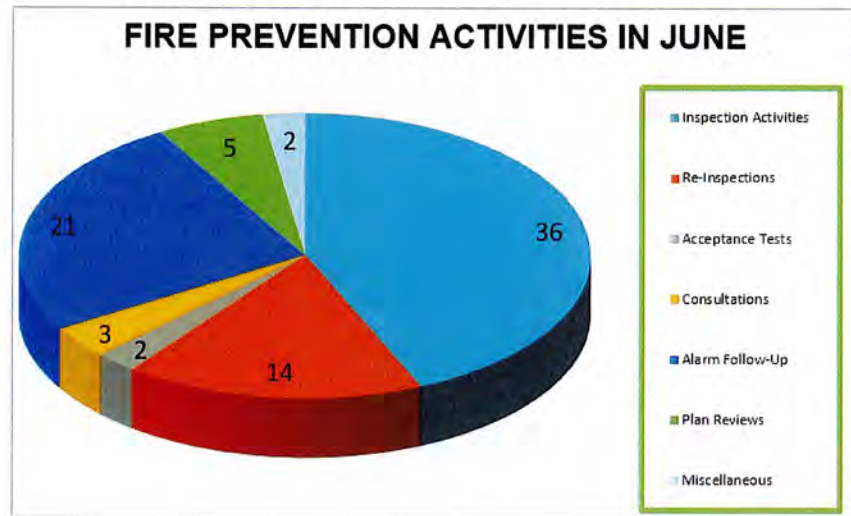
Consultations - 3

Alarm Follow-Up - 21

Plan Reviews - 5

Building (4)
Other (1)

Miscellaneous - 2



There was \$2,140.00 of inspection fees forwarded to the Finance Department for the month of June.

The total inspection fees forwarded to the finance department for the 2022 calendar year total year to date (YTD) is \$16,260.00.



MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Matthew Lew, PE
DATE: September 6, 2022
RE: Engineering Division Monthly Report—August 2022

Overview

The Engineering Division collaborates with the Public Services and Community Development Departments to manage Capital Improvement Projects, provide private property reviews, and address environmental permit obligations.

Active Significant Projects

2022 S. Garfield Street Reconstruction (Hinsdale Avenue to 55th Street)

- Improve Garfield Street as a new concrete roadway utilizing partial federal funding with oversight from the Illinois Department of Transportation
- Improvements are scheduled to be substantially completed in September

2022 Sidewalk Program (various locations)

- Improvements are identified and are scheduled to be completed in September

2023 Asphalt Resurfacing (various locations)

- Improvements are identified and are scheduled to be designed by January 2023

Telecommunications Permit Applications

Staff and the Village telecommunications consultant continue to review telecommunications permit applications under Village jurisdiction. The following is a summary of related reviewed permit applications in 2022*:

| Company | Location | Description | Approval Status | Approval Date |
|--------------|----------------------------|-----------------------------------|-----------------|---------------|
| Crown Castle | Taft Rd. and Woodland Ave. | Install 5G small cell equipment | Pending | |
| AT&T | Hinsdale Water Tower | Upgrade antenna & equipment to 5G | Pending | |
| Verizon | Elm St. | Install fiber optic | Approved | 08/08/22 |



MEMORANDUM

| | | | | |
|------|--------------------------|---|----------|----------|
| AT&T | Various Neighborhoods | Ph 3: Replace copper wire with fiber optic | Approved | 08/03/22 |
|------|--------------------------|---|----------|----------|

*All private utility construction permits can be viewed on the Village website under
Departments > Public Services > Private Utility Construction.

Conclusion

The Engineering Division strives to continue providing Village stakeholders with prompt and professional service.