

MEETING AGENDA

SPECIAL MEETING OF THE VILLAGE BOARD OF TRUSTEES

Tuesday, April 26, 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) Special meeting of April 12, 2022

4. VILLAGE PRESIDENT'S REPORT

5. PROCLAMATION – ARBOR DAY

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

7. FIRST READINGS – INTRODUCTION**

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

Administration & Community Affairs (Chair Posthuma)

a) Approve the 2022 Pay Plans for Full-time, Part-time, Public Services and Seasonal employees effective May 1, 2022 - April 30, 2023

Environment & Public Services (Chair Byrnes)

b) Award the contract for construction of the 2022 Resurfacing Project to M&J Asphalt Paving Company, Inc. in an amount not to exceed \$719,599

8. CONSENT AGENDA

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

Administration & Community Affairs (Chair Posthuma)

- a) Approval and payment of the accounts payable for the period of April 7, 2022 through April 20, 2022 in the aggregate amount of \$800,517.18 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

Environment & Public Services (Chair Byrnes)

- b) Award Designer-Led Design Build contract to Burke LLC in the GMAX amount of \$476,288 for the reconstruction of the four separate roofing system at the Police and Fire Department Building (*First Reading – April 12, 2022*)
- c) Approve “An ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 619 South Monroe Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois” at a purchase price of \$12,000***
- d) Approve “An ordinance authorizing the vacation of a certain portion of an unimproved alley situated west of and adjoining 630 South Bruner Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois” at a purchase price of \$11,000***
- e) Approve the award of Tree Pruning Bid #1684 to Smitty’s Tree Service Inc. for tree pruning services in the amount not to exceed the budgeted amount of \$83,544***

Zoning & Public Safety (Chair Stifflear)

- f) Approve An Ordinance Amending Various Sections in Title 6 (Motor Vehicles and Traffic) of the Village Code of Hinsdale Relative to the Creation of a Central Business District Time Limit Parking Zone (*First Reading – April 12, 2022*)

9. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

*These items require action of the Board. Typically, items appearing for Second Reading have been referred for further discussion/clarification or are zoning cases that require two readings. In limited instances, items may be included 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*****

Environment & Public Services (Chair Byrnes)

- a) Approve an Ordinance Amending Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Section 5.1 (Commercial Use of Sidewalk Space) of the Village Code of Hinsdale relative to the Use of Streets and Sidewalks for Outdoor Dining Purposes (*First Reading – April 12, 2022*)

Zoning & Public Safety (Chair Stifflear)

- b) Approve a Referral to the Plan Commission for Consideration of 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 Amendments to Chapters 1, 2, 6, 7 of Title 14 of the Village Code to allow for the creation of an Historic Overlay District and related code amendments
(*Discussed at Committee of the Whole: May 4, 2021, May 18, 2021, June 15, 2021, August 10, 2021, September 7, 2021, October 18, 2021, January 18, 2022*)

10. DISCUSSION ITEMS

- a) Tollway update

11. DEPARTMENT AND STAFF REPORTS

a) Community Development

12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

14. TRUSTEE COMMENTS

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

16. 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 SPECIAL MEETING
April 12, 2022**

The specially scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, April 12, 2022, at 7:00 p.m., roll call was taken.

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

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Brian King, Fire Chief John Giannelli, Deputy Fire Chief Jon Carlson, Director of Community Development Robb McGinnis, Director of Public Services George Peluso, Village Planner Bethany Salmon, Assistant to the Village Manager Trevor Bosack, Superintendent of Parks & Recreation Heather Bereckis, and Village Clerk Christine Bruton

Present electronically: Acting Finance Director Alison Brothen

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) Regular meeting of March 1, 2022

Trustee Posthuma moved to **approve the minutes of the regular meeting of March 1, 2022, as presented.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Haarlow

ABSENT: None

Motion carried.

b) Regular meeting of March 15, 2022

Trustee Posthuma moved to **approve the minutes of the regular meeting of March 15, 2022, as amended.** Trustee Haarlow seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

c) Closed Session – March 15, 2022

Trustee Banke moved to **approve the minutes of the closed session meeting of March 1, 2022, as presented.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion carried.

OATH OF OFFICE – FIRE DEPARTMENT

President Cauley introduced Firefighter/Paramedic James Lauber and Firefighter/Paramedic Robert Devan. He administered the Oath of Office to each.

He welcomed them to the Hinsdale Fire Department adding they are joining a great organization.

Request for Class C Personal Services liquor license

Item taken out of order.

Mr. Rino Burdi addressed the Board regarding his request for a Class C Personal Services liquor license to serve a glass of wine or champagne at his clothing store located at 24 West Hinsdale Avenue. This is becoming commonplace in these types of retail establishments, and his goal is to be in front of the business. President Cauley said this is no different than other Class C licenses that have been issued in town. The Board saw no problems and agreed to the request.

VILLAGE PRESIDENT'S REPORT

President Cauley reported that Ryan Companies has withdrawn their application for a senior living facility on the IBLP property. They have been advised that if they come back with another application they should first touch base with area residents.

The construction season is starting beginning with the pavement reconstruction on Garfield Street. The work will be done in phases, and will continue throughout the summer. A letter outlining the project was distributed to impacted residents. Questions should be directed to the Engineering Department, and updates will be provided on the Village's website.

The Village will celebrate its 150th Anniversary in 2023. A committee is being formed to plan for events to commemorate the 150 years. Trustees Byrnes and Fisher are on the committee, and are reaching out to commissions and community organizations for additional committee members. Persons with interest should contact Assistant to the Village Manager Trevor Bosack for more information.

The Parks and Recreation Easter egg hunt is Saturday, April 16 at Robbins Park, and pool passes are now on sale.

PROCLAMATION – BUILDING SAFETY MONTH

President Cauley read the proclamation for Building Safety Month which is May 2022.

CITIZENS' PETITIONS

None.

FIRST READINGS – INTRODUCTION

Environment & Public Services (Chair Byrnes)

- a) **Approve an Ordinance Amending Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Section 5.1 (Commercial Use of Sidewalk Space) of the Village Code of Hinsdale relative to the Use of Streets and Sidewalks for Outdoor Dining Purposes**

Trustee Byrnes introduced the item to amend the ordinance regarding outdoor dining. In response to COVID-19 the Village allowed outdoor dining in the right-of-way as a temporary use that expired December 31. There was expressed interest in continuing outdoor dining moving forward. Trustees and staff met with community stakeholders, including restaurant owners, Chamber of Commerce and other Central Business District business owners. As a result before the Board for review and approval is a text amendment, a new permit application and outdoor dining standards. Trustee Byrnes highlighted the parameters noting that outdoor dining will continue as a special use, and cannot interfere with pedestrian or vehicular traffic. The outdoor dining season will begin on April 1 and continue through the end of October.

The permit application has been reviewed by staff for final approval by the Village Board. Each designated dining area will be inspected by the Fire Department and Community Development. The goal was to provide a framework for businesses of uniformity and quality, but still allowing individuality. Fees have been determined. We are proposing prohibiting tents. Regarding lighting, the Village could purchase to provide uniformity. Stakeholders are very excited about this venture. Following a question about outdoor heaters, Mr. Bosack pointed out the specifications for what heating is allowed is included in the document.

President Cauley added the details could be modified, this is the first year. He thanked Trustees Byrnes and Fisher and Mr. Bosack for their hard work. Trustee Byrnes added special thanks to Mr. Bosack for bringing all the details together.

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

Village Manager Kathleen Gargano noted that permit applications would be disseminated prior to final approval to expedite the process.

- b) **Award Designer-Led Design Build contract to Burke LLC in the GMAX amount of \$476,288 for the reconstruction of the four separate roofing system at the Police and Fire Department Building**

Trustee Byrnes introduced the item for new roofing systems at the Police and Fire Department building. Bids were received from three qualified contractors. He described the type of roof to be installed, noting it is the same as at Public Services, and is performing well. The roof will have a 20-year warrantee. This bid comes in below budget.

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

Zoning & Public Safety (Chair Stifflear)

- c) **Approve An Ordinance Amending Various Sections in Title 6 (Motor Vehicles and Traffic) of the Village Code of Hinsdale Relative to the Creation of a Central Business District Time Limit Parking Zone**

Trustee Stifflear introduced the item to move from metered parking in the Central Business District (CBD) to 3-hour free zoned parking. It has been determined that the meters are not an effective deterrent to illegal parking. He noted that 30% of the CBD parking is used by workers and merchants. The Police Chief and Village Manager can designate 15-minute time zones, and change if necessary. Enforcement will take place six days a week between 7:00 a.m. and 6:00 p.m.

Police Chief Brian King said certain parking needs would be addressed by the 15 minute zones. The intent is not to be punitive.

Trustee Stifflear said tickets will increase to \$25.00. Currently, the deck is free for unlimited time. President Cauley pointed out there is no problem with deck parking, so why may make rules. Chief King said some commuter spaces in the deck are required by a grant, but those are rarely used.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

- a) **Trustee Byrnes moved Approval and payment of the accounts payable for the period of March 10, 2022 through April 6, 2022 in the aggregate amount of \$1,271,311.54 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Banke seconded the motion.**

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

The following items were approved by omnibus vote:

Environment & Public Services (Chair Byrnes)

- b) **Award year three of the three year contract with Clark Environmental Mosquito Management, Inc. for annual mosquito abatement services in an amount not to exceed \$55,496**
- c) **Ratify the proposal from DeKalb Mechanical for the KLM Lodge Ductwork Replacement Project in an amount not to exceed \$60,000**
- d) **Approve 'An ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 815 South Monroe Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois' at a purchase price of \$13,500**

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

Environment & Public Services (Chair Byrnes)

- a) **Waive the bid process and accept a proposal for safety rated planter boxes to be used in the Central Business District for outdoor dining from Bohlmann Quality Products in an amount not to exceed \$55,458.09**

Trustee Byrnes introduced the item for the purchase of planter boxes to replace the jersey barriers for use with outdoor dining. The planters will be black, planted with various grasses, and surround the perimeter of the dining areas. These planters are safety rated, approved by our insurance provider, and expected to last 25+ years. The cost is \$645.00 per planter, and paid for from the \$150,000 budget for outdoor dining. He added grant funds could be available to cover this cost.

Trustee Fisher explained black was chosen for the planters because it is sleek and complements the colors frequently found in town. Other colors and materials were considered, but black was the best choice. It mimics wrought iron, CBD light poles are black, and black will blend with the asphalt of the streets. Discussion followed regarding the weight of the planters causing possible damage to the roadway, but Director of Public Services George Peluso checked into this, and determined they will not harm the road.

Trustee Byrnes moved to **Waive the bid process and accept a proposal for safety rated planter boxes to be used in the Central Business District for outdoor dining from Bohlmann Quality Products in an amount not to exceed \$55,458.09.** Trustee Fisher seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

Trustee Banke suggested purchasing some extra planter boxes in the event of damage. It was noted this purchase would be within the Village Manager's authority to authorize.

- b) **Award Bid #1685 for Landscape Maintenance Services to Apex Landscaping in the amount not to exceed the full bid amount of \$201,807 (*First Reading – March 1, 2022*)**

Trustee Byrnes introduced the item and noted that at their meeting of March 1, the Board rejected the only bid received. The job was rebid, and staff recommends awarding the bid to Apex Landscaping. Services provided are mowing and trimming in the parks and CBD, etc. This bid is over budget, but not as much as the rejected bid. This is due to increased labor costs since the item was budgeted.

Trustee Byrnes moved to **Award Bid #1685 for Landscape Maintenance Services to Apex Landscaping in the amount not to exceed the full bid amount of \$201,807.** 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 proposal from Charles Equipment in the amount of \$25,200 for emergency repairs to Veeck Park CSO Facility back-up generator**

Trustee Byrnes introduced the item to provide a replacement generator and provide technicians to remove the defective generator and install the new one. This has been submitted to insurance, staff is awaiting a response.

Trustee Byrnes moved to **Approve a proposal from Charles Equipment in the amount of \$25,200 for emergency repairs to Veeck Park CSO Facility back-up generator.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

- d) **Approve Hinsdale Community Pool Change Order proposal from Schaeffges Brothers in the amount of \$58,614**

Trustee Byrnes introduced the item and explained the current racing lane is designated by tile, and this will replace the tile with new epoxy paint. This has been a maintenance headache, and must be started now to have it ready for the season. This will be paid for with OSLAD grant funds.

Trustee Byrnes moved to **Approve Hinsdale Community Pool Change Order proposal from Schaeffges Brothers in the amount of \$58,614.** Trustee Fisher 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)

- e) **Approve Ordinance Approving an Exterior Appearance and Site Plan Review for Changes to Existing Parking Lot Light Poles - 137 S. Garfield Avenue – the Union Church of Hinsdale** (*First Reading – March 1, 2022*)

Trustee Stifflear introduced the item. The Union Church has a parking lot with 10 existing light poles. They want to replace the existing bulbs with energy efficient LED light fixtures. There are no additional light poles requested, and there is no change to the height of the existing poles.

The Plan Commission held a public hearing, and much of the input from residents was incorporated in the application. The Plan Commission unanimously approved the request. At the first reading of the item Trustees requested that the photometric plans be changed to reflect 15' foot poles instead of the 12-13' foot poles previously represented. This changed the foot candles on the east side of the property, but are still well below code requirements. The applicant has agreed to change a specific pole, if requested or warranted. The Board required landscaping improvements on the east property line. Three Australian pines would be removed and replaced with arborvitae acceptable to the neighbor and the Village arborist. These have been identified, the order has been placed, and should be planted within the next 30 days. The neighbor to the east has signed off on this plan. Further, the applicant has agreed to a 10:00 p.m. shut-off time, if events run past 10:00 p.m., the lights will be turned off 30 minutes after the last person leaves.

Mr. Matt Klein, attorney for the applicant, explained the mistake in the original application regarding the height of the light poles. The original measure of the pole did not include the 3' foot base. The pole is 12' feet, but the total with the base is 15' feet.

Ms. Nancy Cox said she appreciates the research Union Church staff did; she is very pleased with the plans, and feels it is a good agreement.

Trustee Haarlow asked whether the lights on the building are on a separate timer. Mr. Klein said no one knows how to turn on the building lights, and they are not planning to do anything about them at this time. Trustee Stifflear sees that as a separate matter, and staff will follow up. It was noted that if a tree dies, the church will replace it, as specified in the ordinance.

Trustee Stifflear moved to **Approve Ordinance Approving an Exterior Appearance and Site Plan Review for Changes to Existing Parking Lot Light Poles - 137 S. Garfield Avenue – the Union Church of Hinsdale**. Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

DISCUSSION ITEMS

- a) **Tollway update**

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

- b) **Request for Class C Personal Services liquor license**

Item previously addressed.

DEPARTMENT AND STAFF REPORTS

- a) **Community Development**
- b) **Engineering**
- c) **Parks & Recreation**

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Banke moved to **adjourn the specially scheduled meeting of the Hinsdale Village Board of Trustees of April 12, 2022.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

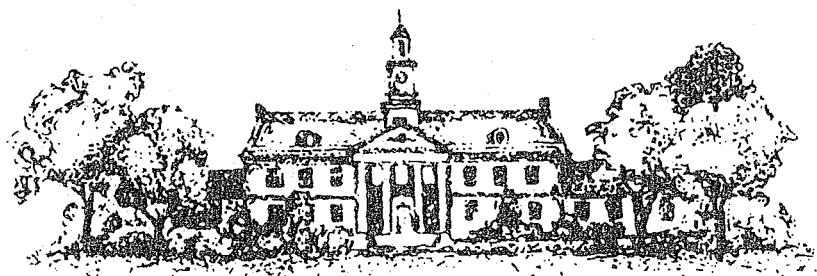
ABSENT: Trustee Banke

Motion carried.

Meeting adjourned at 7:54 p.m.

ATTEST:

Christine M. Bruton, Village Clerk



PROCLAMATION

ARBOR DAY

- WHEREAS,** in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS,** this holiday, called Arbor Day, is observed with the planting and celebration of trees; and
- WHEREAS,** trees in our Village improve air quality, increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS,** the Village places a high priority on tree preservation dedicating financial resources, and qualified personnel to tree preservation activities; and
- WHEREAS,** the Village of Hinsdale has been recognized as a Tree City USA for the thirtieth year in a row by the National Arbor Day Foundation in recognition of the Village's commitment to tree preservation;

NOW, THEREFORE, I, Tom Cauley, Village President of the Village of Hinsdale, do hereby proclaim April 29, 2022, as Arbor Day in the Village of Hinsdale and urge all citizens to support efforts to protect our trees and woodlands and to support our Village's Tree Preservation Program.

Tom Cauley
Village President

Administration

AGENDA SECTION: First Reading - ACA
SUBJECT: 2022 Village Pay Plans - Full-time, Part-time, Public Services and Seasonal
MEETING DATE: April 26, 2022
FROM: Tracy McLaughlin, Human Resources Director

Recommended Motion

Approve the 2022 Pay Plans for Full-time, Part-time, Public Services and Seasonal employees to be effective May 1, 2022 – April 30, 2023.

Background

The Village has several Pay Plans; a pay plan for full-time hourly and salaried employees, a pay plan for year-round part-time employees, a pay plan for hourly employees in the Public Services Department and a pay plan for seasonal employees who work a few months during the year. Finally, the wages for sworn Police Officers are contained in the collective bargaining agreement with the FOP, which expires April 30, 2022 for which the Village and FOP are currently negotiating.

Discussion & Recommendation

These draft Pay Plans, incorporate a 2.50% across the board increase adjustment to most of salary ranges. The Pay Plan for seasonal positions was adjusted to be in compliance with Illinois minimum wage, which, effective January 1, 2022, is \$12.00 per hour, however, the labor market dictated we recruit for seasonal and other entry level positions at \$15.00 per hour. This adjustment to \$15.00 per hour for entry level positions required us to review market competitiveness for many hourly positions. The Village is a member of a subscription compensation website specific to public employers in Illinois, publicsalary.com. This site was leveraged to report and analyze our wage structure against our contiguous and comparable communities. Based on this analysis, recommendations are detailed below.

1. Positions related to Parks and Recreation services have been adjusted or added to allow for flexibility in future staffing models.
2. Administrative (secretarial / clerical) positions have been added to allow for flexibility in future staffing models.
3. M130 – M 145 and M103 – Increase starting salary with no change to top salary
4. M120 – M125 –No adjustment needed to starting salary or top salary.
5. Last year, a thorough review of the Part-time Pay Plan resulted in this Plan becoming a “step” Pay Plan. This year the start step and top step were evaluated for market

competitiveness to attract and retain talent. This year’s draft Pay Plan recommends competitive starting rates and top rates of pay.

Budget Impact

The cost of the 2.50% across the board increases are contained within the 2022 Budget.

Village Board and/or Committee Action

N/A

Documents Attached

1. Draft 2022 Pay Plans (Full-time, Part-time, Public Services, Seasonal)

DRAFT
VILLAGE OF HINSDALE
2022 PAY SCALE - effective 5/1/22

**FULL-TIME EMPLOYEES
NON-UNION**

Classification	Grade	Annual Hours	Exempt from OT	Title	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum
Management	M145	2080	Y	Deputy Village Manager	\$ 138,477	\$ 200,471	\$66.58	\$96.38
Management	M140	2080	Y	Assistant Village Manager/ Director of Finance	\$ 131,883	\$ 190,924	\$63.41	\$91.79
Management	M135	2080	Y	Assistant Village Manager/ Director of Public Safety	\$ 125,290	\$ 181,378	\$60.24	\$87.20
Management	M130	2080	Y	Finance Director Director of Community Development/ Building Commissioner Director of Public Services	\$ 119,024	\$ 172,309	\$57.22	\$82.84
Management	M125	2080	Y	Police Chief	\$ 110,316	\$ 163,694	\$53.04	\$78.70
Management	M120	2080	Y	Fire Chief	\$ 104,800	\$ 155,509	\$50.38	\$74.76
Management	M115	2080	Y	Director of Parks & Recreation Director of Economic Development Village Engineer Administration Manager Human Resources Director Assistant Director of Public Services	\$ 102,050	\$ 151,427	\$49.06	\$72.80
Management	M110	2080	Y	Deputy Police Chief	\$ 96,946	\$ 143,856	\$46.61	\$69.16
Management	M105	2080	Y	Deputy Fire Chief Assistant Fire Chief Assistant Finance Director Public Services Superintendent Water/Sewer Superintendent Forestry and Parks Superintendent Assistant to the Village Manager/Finance Director/Public Services Director/Fire Chief/Police Chief IT Coordinator Assistant Village Engineer Village Planner	\$ 88,762	\$ 136,664	\$42.67	\$65.70
Management	M104	2080	Y	Human Resources Generalist Parks & Recreation Superintendent Senior Accountant	\$ 73,481	\$ 108,752	\$35.33	\$52.28
Management	M103	2080	Y	Management Analyst Accountant	\$ 66,492	\$ 96,007	\$31.97	\$46.16

VILLAGE OF HINSDALE
2022 PAY SCALE - effective 5/1/22

FULL-TIME EMPLOYEES
NON-UNION

Classification	Grade	Annual Hours	Exempt from OT	Title	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum
Management	M101	2080	Y	Administrative Services Analyst Human Resources/Payroll Specialist Parks & Recreation Manager	\$ 56,678	\$ 82,409	\$ 27.25	\$ 39.62
Management	M100	2080	Y	Recreation and Marketing Communications Manager Recreation Supervisor	\$ 51,525	\$ 74,918	\$ 24.77	\$ 36.02
Supervisory	S203	2080	N	Police Sergeant	\$ 84,873	\$ 129,093	\$ 40.80	\$ 62.06
Supervisory	S202	2764	N	Fire Captain	\$ 84,873	\$ 129,093	\$ 30.71	\$ 46.71
Supervisory	S201	2764	N	Fire Lieutenant	\$ 77,141	\$ 117,332	\$ 27.91	\$ 42.45
Supervisory	S200	2080	N	Roadway Supervisor Village Forester Village Horticulturist	\$ 77,141	\$ 117,332	\$ 37.09	\$ 56.41
Non-Management	NM370	1950	N	Building Maintenance Supervisor	\$ 75,780	\$ 115,262	\$ 38.86	\$ 59.11
Non-Management	NM365	1950	N	Deputy Building Commissioner	\$ 72,319	\$ 109,998	\$ 37.09	\$ 56.41
Non-Management	NM360	1950	N	Plan Reviewer	\$ 71,064	\$ 108,088	\$ 36.44	\$ 55.43
Non-Management	NM355	2764	N	Firefighter/Paramedic	\$ 71,384	\$ 107,369	\$ 25.83	\$ 38.85
Non-Management	NM350	1950	N	Building Inspector Code Enforcement Officer Fire Inspector	\$ 66,922	\$ 100,660	\$ 34.32	\$ 51.62
Non-Management	NM345	1950	N	Economic Development & Communications Specialist	\$ 63,045	\$ 91,668	\$ 32.33	\$ 47.01
Non-Management	NM340	1950	N	Village Clerk/Executive Assistant	\$ 61,698	\$ 89,709	\$ 31.64	\$ 46.00
Non-Management	NM335	1950	N	Administrative Secretary III	\$ 59,645	\$ 86,724	\$ 30.59	\$ 44.47
Non-Management	NM330	1950	N	Administrative Secretary II	\$ 57,364	\$ 83,407	\$ 29.42	\$ 42.77
Non-Management	NM325	1950	N	Economic Development/Finance Clerk Administrative Services Coordinator	\$ 54,633	\$ 79,436	\$ 28.02	\$ 40.74
Non-Management	NM320	1950	N	Administrative Secretary	\$ 51,525	\$ 71,675	\$ 26.42	\$ 36.76
Non-Management	NM315	1950	N	Account Clerk Records Clerk Secretary	\$ 49,295	\$ 71,675	\$ 25.28	\$ 36.76
Non-Management	NM310	1950	N	Administrative Assistant	\$ 46,455	\$ 67,545	\$ 23.82	\$ 34.64
Non-Management	NM305	1950	N	Community Service Officer	\$ 44,962	\$ 65,254	\$ 23.06	\$ 33.46
Non-Management	NM304	1950	N	Parks & Recreation Coordinator	\$ 43,640	\$ 63,277	\$ 22.38	\$ 32.45
Non-Management	NM300	1950	N		\$ 42,022	\$ 61,101	\$ 21.55	\$ 31.33
Non-Management	NM320	2080	N	Administrative Services Coordinator	\$ 54,960	\$ 79,913	\$ 26.42	\$ 38.42
Non-Management	NM315	2080	N	Records Clerk	\$ 52,581	\$ 76,453	\$ 25.28	\$ 36.76
Non-Management	NM305	2080	N	Community Service Officer	\$ 47,960	\$ 69,604	\$ 23.06	\$ 33.46

Village of Hinsdale - Part-time Pay Plan CY2022 DRAFT PAY PLAN - effective 5/1/22 - 4/30/23

		Increase %														
Grade	Title	Upon Hire	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years
2022 NM 2	KLM Hosts	X	\$15.46	\$15.84	\$16.24	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39	\$19.97	\$20.57	\$21.09	X	X
2022 NM 3	IT Assistant Broadcasting Technician Parking Enforcement Officer	X	\$16.28													
2022 NM 4	Administrative Assistant															
	Administrative Intern															
	Cashier/Receptionist															
	Community Services Officer I	\$18.18	\$18.64	\$19.10	\$19.58	\$20.17	\$20.77	\$21.40	\$22.04	\$22.70	\$23.38	\$24.08	\$24.81	\$25.43	\$26.06	\$26.71
	Finance Clerk															
2022 NM 5	Investigations Assistant															
	KLM Assistant Manager															
	Records Clerk															
	Secretary															
	Community Services Officer II	\$21.53	\$22.06	\$22.61	\$23.18	\$23.88	\$24.59	\$25.33	\$26.09	\$26.87	\$27.68	\$28.51	\$29.36	\$30.10	\$30.85	X
2022 NM 6	KLM Manager	\$23.03	\$23.61	\$24.20	\$24.80	\$25.55	\$26.31	\$27.10	\$27.92	\$28.75	\$29.62	\$30.50	\$31.42	\$32.20	\$33.01	X
2022 NM 7	Account Clerk/Data Clerk	\$23.66	\$24.25	\$24.86	\$25.48	\$26.24	\$27.03	\$27.84	\$28.68	\$29.54	\$30.42	\$31.34	\$32.28	\$33.08	\$33.91	\$34.76
2022 NM 8	Accreditation Manager															
	Accountant															
	Administrative Analyst															
	Building Inspector															
	Code Enforcement Officer															
	Economic Development Coordinator															
	Engineering Inspector															
	Fire Inspector															
2022 NM 8	Fire Prevention Investigative Aide Municipal Services Specialist	\$32.80	\$33.62	\$34.46	\$35.32	\$36.38	\$37.47	\$38.60	\$39.76	\$40.95	\$42.18	\$43.44	\$44.74	\$45.86	X	X
2022 M1	Administration Manager	\$45.00	\$46.13	\$47.28	\$48.70	\$50.16	\$51.66	\$53.21	\$54.81	\$56.45	\$58.15	\$59.89	\$61.39	X	X	X

Village of Hinsdale Public Services Pay Plan Effective 5/1/22 - 4/30/23															
Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Water/Sewer Supervisor	\$72,162.65	\$74,147.12	\$76,186.17	\$78,281.29	\$80,434.02	\$82,645.96	\$84,918.72	\$87,253.99	\$89,653.47	\$92,118.94	\$94,652.21	\$97,255.15	\$99,929.66	\$102,677.73	\$105,501.37
Lead Water Operator	\$64,566.58	\$66,342.16	\$68,166.57	\$70,041.15	\$71,967.28	\$73,946.38	\$75,979.91	\$78,069.36	\$80,216.26	\$82,422.21	\$84,688.82	\$87,017.76	\$89,410.75	\$91,869.55	\$94,395.96
Mechanic/Elec Maint Mech	\$64,447.14	\$66,219.44	\$68,040.48	\$69,911.59	\$71,834.16	\$73,809.60	\$75,839.36	\$77,924.94	\$80,067.88	\$82,269.75	\$84,532.16	\$86,856.80	\$89,245.36	\$91,699.61	\$94,221.35
Crew Leader	\$59,789.18	\$61,433.38	\$63,122.80	\$64,858.68	\$66,642.29	\$68,474.95	\$70,358.01	\$72,292.86	\$74,280.91	\$76,323.64	\$78,422.54	\$80,579.16	\$82,795.08	\$85,071.95	\$87,411.43
Crew Workers	\$55,346.20	\$56,868.22	\$58,432.09	\$60,038.97	\$61,690.05	\$63,386.52	\$65,129.65	\$66,920.72	\$68,761.04	\$70,651.96	\$72,594.89	\$74,591.25	\$76,642.51	\$78,750.18	\$80,915.81
PT Mechanics Helper (hourly)	\$18.64	\$19.16	\$19.68	\$20.23	\$20.78	\$21.35	\$21.94	\$22.54	\$23.16	\$23.80	\$24.46	\$25.13	\$25.82	\$26.53	\$27.26
PT Crew Worker (hourly)	\$18.64	\$19.16	\$19.68	\$20.23	\$20.78	\$21.35	\$21.94	\$22.54	\$23.16	\$23.80	\$24.46	\$25.13	\$25.82	\$26.53	\$27.26

VILLAGE OF HINSDALE

DRAFT - 2022 PAY SCALE - effective 5/1/22 - 4/30/23

SEASONAL EMPLOYEES

Department	Title	Hourly Minimum
Public Services	Seasonal Worker	\$15.00
	Engineering Intern	\$15.00
Parks & Recreation	Cashier	\$14.00
	Head Cashier	\$15.00
	Lifeguard	\$15.00
	Head Lifeguard	\$16.00
	Intern	\$15.00
	Assistant Aquatics Coordinator	\$17.50
	Pool Manager	\$17.00
	Aquatics Coordinator	\$21.00
	Swim team coaches	\$1,500-\$3,000 annual stipend
	Head team swim coach	\$5,000-\$7,000 annual stipend
All Departments	Seasonal Intern	\$15.00

Employees who are rehired for the same position the following summer earn a \$.25/hour raise upon demonstration of successful performance.

Seasonal pay scale is not subject to annual across the board increase.

Public Services & Engineering

AGENDA SECTION: First Read – EPS
SUBJECT: 2022 Resurfacing Project
MEETING DATE: April 26, 2022
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the contract for construction of the 2022 Resurfacing Project to M&J Asphalt Paving Company, Inc. in the amount not to exceed \$719,599.

Background

The Village conducts street resurfacing as part of the annual maintenance program. The 2022 Resurfacing Project will resurface the streets and parking lots listed below. The project was subdivided into base and alternate bids when it was identified that material and labor inflation trends may cause the total project bid to exceed the budget.

Base Bid

Resurfacing Street	From	To
N. Bruner Street	Hickory Street	Walnut Street
N. Quincy Street	Stough Street	Maple Street
N. Bruner Street	North Street	half block south
N. Vine Street	Walnut Street	Maple Street
N. Grant Street	Maple Street	Chicago Avenue
N. Oak Street	Minneola Street	The Lane
S. Clay Street	Eighth Street	south end

Alternate Bid

Resurfacing Street	From	To
N. Monroe Street	Ogden Avenue	half block south
N. Madison Street	Ogden Avenue	Warren Court
Merrill Woods Road	Birchwood Avenue	south end
Parking Lot	SW of Lincoln & First Streets	
Post Office Parking Lot	Symonds Drive	

On April 8, 2022 six bids were opened and reviewed by HR Green.

	Base Bid	Alternate Bid	Total Bid
Budget			\$ 615,000.00
Engineer's Estimate	\$ 697,581.00	\$ 342,357.50	\$1,039,938.50
Brother's Asphalt	\$ 740,895.17	\$ 326,312.87	\$1,067,208.04
Chicagoland Paving	\$ 642,000.00	\$ 315,770.77	\$ 957,770.77
Builders Paving	\$ 646,949.87	\$ 293,070.53	\$ 940,020.40
Schroeder Asphalt	\$ 630,504.29	\$ 298,087.23	\$ 928,591.52
A Lamp Concrete	\$ 597,657.24	\$ 298,760.08	\$ 896,417.32
M&J Asphalt Paving	\$ 479,265.89	\$ 240,332.88	\$ 719,598.77

Bids are based upon estimated plan quantities. Final payouts will depend upon the actual work done.

Discussion & Recommendation

While the lowest bid was below the engineer's estimate, it exceeded the original budget by \$104,599. However, the lowest bid for the other MIP project in 2022, S. Garfield Reconstruction Project, was \$557,335 below the budget. (See table below.) Therefore, there are enough funds to support resurfacing the base and alternate bid. There is no indication that unit pricing will decrease in the near future. To support residents with prompt street improvements, Staff does not recommend deferring the Resurfacing Project.

M&J Asphalt has not worked in or for the Village in the past. Staff contacted references provided by M&J Asphalt. These include Berwyn, Willow Brook, and Willow Springs. All municipalities had positive comments concerning M&J Asphalt's quality, final cost, timeliness, and resident feedback.

Staff recommends awarding the base and alternate bid for the 2022 Resurfacing Project to M&J Asphalt Paving Company, Inc. in the amount not to exceed \$719,599.

Budget Impact

The budget comparison for the 2022 MIP projects is shown below:

2022 Projects	Budget	Lowest Bid	Difference (negative = savings)
2022 Resurfacing	\$ 615,000	\$ 719,599	\$104,599
S. Garfield Reconstruction	\$2,640,820	\$2,083,485	\$(557,335)
2022 MIP Total	\$3,255,820	\$2,803,084	\$(452,736)

There are enough resources to fund the 2022 Master Infrastructure Program projects.

Village Board and/or Committee Action

N/A

Documents Attached

1. HR Green recommendation letter
2. 2022 Resurfacing contract documents
3. Bid Tab



April 13, 2022

Mr. Daniel M. Deeter, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489

Re: Hinsdale 2022 Resurfacing Program
Various Streets
Hinsdale Proj. # 1680
HR Green No.: 211288

Dear Mr. Deeter:

Attached please find the tabulation sheet for the bids opened on April 8, 2022 for the subject project. HR Green has verified that out of the six Bidder's M & J Asphalt Paving Co., Inc. is the apparent qualified low bidder at \$719,598.77 total. Their Base Bid amount is \$479,265.89 and Alternate Bid #1 amount is \$240,332.88 which totals to \$719,598.77 for the complete project. Our Engineers Opinion of Probable Construction Cost for the Full Project is \$1,039,938.50.

We recommend the Village of Hinsdale accept the low bid from M & J Asphalt Paving Co., Inc., Inc. bid for the Base Bid plus Add Alternate #1 for a total amount of **\$719,598.77**.

If you have any questions or need additional information please call me at 815-509-7119.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Scott Creech'.

T. Scott Creech, P.E.
Senior Project Manager

Enclosure

TSC/

J:\2021\211288\Design\Bid\lr-041322-LetterofRecommendation.docx

HRGreen.com

Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.728.7805
323 Alana Drive - New Lenox, Illinois 60451





Print Form

Print With Instructions

Reset Form

COVER SHEET

Proposal Submitted By:

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Village of Hinsdale

DuPage

N/A

Route(s) (Street/Road Name)

Type of Funds

HINSDALE 2022 RESURFACING PROJECT (Various Streets)

GENERAL

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Hinsdale	DuPage	N/A	HINSDALE 2022 RESURFACING

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Village Hall, Village of Hinsdale

19 E. Chicago Avenue, Hinsdale, Illinois 60521	until	10:00 AM	on	04/08/22
Address		Time		Date

Sealed proposals will be opened and read publicly at the office of Village Hall, Village of Hinsdale

19 E. Chicago Avenue, Hinsdale, Illinois 60521	at	10:00 AM	on	04/08/22
Address		Time		Date

DESCRIPTION OF WORK

Location	Project Length
Various streets within the Village of Hinsdale	4,197 ft (0.79 mi)

Proposed Improvement

Consists of HMA pavement milling, patching and resurfacing, CCC&G removal and replacement, P.C.C. sidewalk, detectable warnings, frame and lid adjustments, and any incidental work necessary to complete this work.

1. Plans and proposal forms will be available in the office of

HR Green, Inc., 323 Alana Drive, New Lenox, IL 60451, upon presentation of prequalification information and non-refundable fee of \$25.00. Contact Scott Creech, 815-320-7119.

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Hinsdale	DuPage	N/A	HINSDALE 2022 RESURFACING

PROPOSAL

- Proposal of _____
Contractor's Name _____
Contractor's Address _____
- The plans for the proposed work are those prepared by HR Green, Inc., 323 Alana Drive, New Lenox, IL 60541
and approved by the Department of Transportation on _____
- The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- The undersigned agrees to complete the work within _____ working days or by 06/27/22 unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Andrea Lamberg Treasurer of Village of Hinsdale.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: _____ Section Number _____

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Hinsdale	DuPage	N/A	HINSDALE 2022 RESURFACING

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Hinsdale	DuPage	N/A	HINSDALE 2022 RESURFACING

SIGNATURES

(If an individual)

Signature of Bidder		Date
<div></div>		<div></div>
Business Address		
<div></div>		
City	State	Zip Code
<div></div>	<div></div>	<div></div>

(If a partnership)

Firm Name		
<div></div>		
Signature		Date
<div></div>		<div></div>
Title		
<div></div>		
Business Address		
<div></div>		
City	State	Zip Code
<div></div>	<div></div>	<div></div>

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name		
<div></div>		
Signature		Date
<div></div>		<div></div>
Title		
<div></div>		
Business Address		
<div></div>		
City	State	Zip Code
<div></div>	<div></div>	<div></div>

Insert Names of Officers

Attest:

Secretary

President
<div></div>
Secretary
<div></div>
Treasurer
<div></div>



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1758
MEETING DATE: April 26, 2022
FROM: Alison Brothen, Acting Finance Director *AB*

Recommended Motion

Approve payment of the accounts payable for the period of April 7, 2022 through April 20, 2022 in the aggregate amount of \$800,517.18 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 #1758 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 #1758

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1758

FOR PERIOD April 7, 2022 through April 20, 2022

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$800,517.18 reviewed and approved by the below named officials.

APPROVED BY Alison Brooker DATE 4/21/22
ACTING VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

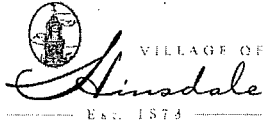
APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
#1758
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	346,925.33	-	346,925.33
Water & Sewer Operations	600	303,448.14	-	303,448.14
Escrow Funds	720	15,475.00	-	15,475.00
Payroll Revolving Fund	740	4,627.18	130,041.53	134,668.71
Library Operating Fund	900	-	-	-
Total		670,475.65	130,041.53	800,517.18

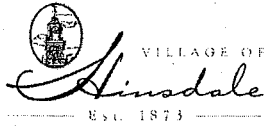
Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1758

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 4/15/2022	Village Payroll #8 - Calendar 2022	FWH/FICA/Medicare	\$ 88,734.23
Illinois Department of Revenue 4/15/2022	Village Payroll #8 - Calendar 2022	State Tax Withholding	\$ 18,882.28
ICMA - 457 Plans 4/15/2022	Village Payroll #8 - Calendar 2022	Employee Withholding	\$ 20,695.85
HSA PLAN CONTRIBUTION 4/15/2022	Village Payroll #8 - Calendar 2022	Employer/Employee Withholding	\$ 1,729.17
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ -
Total Bank Wire Transfers and ACH Payments			<u>\$ 130,041.53</u>



Warrant Register 1758

Invoice	Description	Invoice/Amount
BMO HARRIS BANK N.A. PYMT		
MAR2022	MISC CHARGES MAR22	44.68
MAR2022	MISC CHARGES MAR22	1,587.90
MAR2022	MISC CHARGES MAR22	-5.00
MAR2022	MISC CHARGES MAR22	139.92
MAR2022	MISC CHARGES MAR22	175.00
MAR2022	MISC CHARGES MAR22	716.00
MAR2022	MISC CHARGES MAR22	193.78
MAR2022	MISC CHARGES MAR22	75.01
MAR2022	MISC CHARGES MAR22	3.50
MAR2022	MISC CHARGES MAR22	119.88
MAR2022	MISC CHARGES MAR22	2.71
MAR2022	MISC CHARGES MAR22	49.01
MAR2022	MISC CHARGES MAR22	1.74
MAR2022	MISC CHARGES MAR22	88.19
MAR2022	MISC CHARGES MAR22	103.52
MAR2022	MISC CHARGES MAR22	17.28
MAR2022	MISC CHARGES MAR22	0.99
MAR2022	MISC CHARGES MAR22	149.70
MAR2022	MISC CHARGES MAR22	149.90
MAR2022	MISC CHARGES MAR22	2.00
MAR2022	MISC CHARGES MAR22	15.00
MAR2022	MISC CHARGES MAR22	15.96
MAR2022	MISC CHARGES MAR22	0.99
MAR2022	MISC CHARGES MAR22	38.99
MAR2022	MISC CHARGES MAR22	105.00
MAR2022	MISC CHARGES MAR22	105.00
MAR2022	MISC CHARGES MAR22	140.05
MAR2022	MISC CHARGES MAR22	20.95
MAR2022	MISC CHARGES MAR22	33.29
MAR2022	MISC CHARGES MAR22	183.88
MAR2022	MISC CHARGES MAR22	43.90
MAR2022	MISC CHARGES MAR22	31.08
MAR2022	MISC CHARGES MAR22	21.95
MAR2022	MISC CHARGES MAR22	257.94
MAR2022	MISC CHARGES MAR22	26.00
MAR2022	MISC CHARGES MAR22	510.00



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Invoice	Description	Invoice/Amount
MAR2022	MISC CHARGES MAR22	90.00
MAR2022	MISC CHARGES MAR22	3.23
MAR2022	MISC CHARGES MAR22	12.95
MAR2022	MISC CHARGES MAR22	13.27
MAR2022	MISC CHARGES MAR22	35.60
MAR2022	MISC CHARGES MAR22	119.92
MAR2022	MISC CHARGES MAR22	195.16
MAR2022	MISC CHARGES MAR22	150.93
MAR2022	MISC CHARGES MAR22	6.46
MAR2022	MISC CHARGES MAR22	864.37
MAR2022	MISC CHARGES MAR22	68.00
MAR2022	MISC CHARGES MAR22	56.00
MAR2022	MISC CHARGES MAR22	140.00
MAR2022	MISC CHARGES MAR22	55.87
MAR2022	MISC CHARGES MAR22	52.00
MAR2022	MISC CHARGES MAR22	0.99
MAR2022	MISC CHARGES MAR22	475.00
MAR2022	MISC CHARGES MAR22	88.53
	Check Date 4/13/2022 Total For Check # 112350	7,593.97
COMCAST		
8771201110036757	VILLAGE HALL 4/5-5/4/22	263.85
8771201110037136	POOL 4/4-5/3/22	164.80
8771201110036781	POLICE 4/5-5/4/22	165.90
8771201110036807	KLM 4/5-5/4/22	111.85
	Check Date 4/13/2022 Total For Check # 112351	706.40
DUPAGE COUNTY CHIEFS OF		
041222	ADMIN PROF DAY LUNCHEON	75.00
	Check Date 4/13/2022 Total For Check # 112352	75.00
J.G. UNIFORMS		
94904	UNIFORM ALLOW	145.00
	Check Date 4/13/2022 Total For Check # 112353	145.00
AFLAC-FLEXONE		
17299	Payroll Run 1 - Warrant PR2208	764.57
	Check Date 4/18/2022 Total For Check # 112354	764.57
NATIONWIDE RETIREMENT SOL		
17298	Payroll Run 1 - Warrant PR2208	200.00
	Check Date 4/18/2022 Total For Check # 112355	200.00



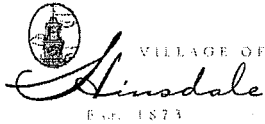
Warrant Register 1758

Invoice	Description	Invoice/Amount
NATIONWIDE TRUST CO FSB		
17300	Payroll Run 1 - Warrant PR2208	3,431.84
	Check Date 4/18/2022 Total For Check # 112356	3,431.84
STATE DISBURSEMENT UNIT		
17301	Payroll Run 1 - Warrant PR2208	230.77
	Check Date 4/18/2022 Total For Check # 112357	230.77
A & B LANDSCAPING		
2022-0123	BRICK REPAIR WORK BETWEEN GARFIELD & PARK	9,875.00
	Check Date 4/20/2022 Total For Check # 112358	9,875.00
A BLOCK MARKETING INC		
ME00060177	WOOD CHIP DISPOSAL	30.00
	Check Date 4/20/2022 Total For Check # 112359	30.00
AEP ENERGY		
3014421192-MAR22	908 ELM ST 2/18-3/21/22	179.85
3013129837-MAR22	2 E N STOUGH/STREET LIGHT 2/23-3/24/22	7,488.88
	Check Date 4/20/2022 Total For Check # 112360	7,668.73
AIR ONE EQUIPMENT		
179895	ANNUAL SCBA INSPECTIONS	799.00
	Check Date 4/20/2022 Total For Check # 112361	799.00
ALEXANDER EQUIPMENT		
186885	CHAIN FOR TOPPER SAW (3)	44.85
	Check Date 4/20/2022 Total For Check # 112362	44.85
ALTORFER CAT		
6AC043199	OIL & FUEL FILTERS-#8	71.97
	Check Date 4/20/2022 Total For Check # 112363	71.97
AMERICAN BACKFLOW INC		
03178	BACKFLOW REPAIRS AT VEECK	725.95
	Check Date 4/20/2022 Total For Check # 112364	725.95
AMERICAN EXPRESS		
8-03003-041122	MISC CHARGES MAR22	15.96
8-03003-041122	MISC CHARGES MAR22	25.00
8-03003-041122	MISC CHARGES MAR22	-2.32
	Check Date 4/20/2022 Total For Check # 112365	38.64
AT&T MOBILITY		
287305163654-MAR22	PHONE CHARGES 2/26-3/25/22	210.55



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Invoice	Description	Invoice/Amount
287305163654-MAR22	PHONE CHARGES 2/26-3/25/22	84.22
287305163654-MAR22	PHONE CHARGES 2/26-3/25/22	42.11
287305163654-MAR22	PHONE CHARGES 2/26-3/25/22	73.43
287305163654-MAR22	PHONE CHARGES 2/26-3/25/22	210.55
287305163654-MAR22	PHONE CHARGES 2/26-3/25/22	84.22
287305163654-MAR22	PHONE CHARGES 2/26-3/25/22	168.44
287305163654-MAR22	PHONE CHARGES 2/26-3/25/22	84.22
Check Date 4/20/2022 Total For Check # 112366		957.74
ATLAS BOBCAT LLC		
Q38258	CAP EQUIP-UNIT #93 BOBCAT SKID-STEER BOT 2/1/22	55,322.00
Check Date 4/20/2022 Total For Check # 112367		55,322.00
ATLAS BOBCAT LLC		
K20675	TOOL CAT EMERGENCY REPAIR	2,242.16
BY0641	MIRROR FOR UNIT #91	66.89
Check Date 4/20/2022 Total For Check # 112368		2,309.05
AUGUSTUS LABS LLC		
573	COVID TEST 3/24/22	100.00
Check Date 4/20/2022 Total For Check # 112369		100.00
BRIDGEPAY NETWORK SOLUTIONS		
9852	MAR22 TRANSACTION FEE	48.60
Check Date 4/20/2022 Total For Check # 112370		48.60
BRIGHT LEAF HOMES		
25632	STMWR BD-217 W THIRD ST #25632	5,975.00
Check Date 4/20/2022 Total For Check # 112371		5,975.00
BROTHEN, ALISON		
APR2022	MISC PETTY CASH	47.24
APR2022	MISC PETTY CASH	163.72
APR2022	MISC PETTY CASH	35.04
APR2022	MISC PETTY CASH	37.37
APR2022	MISC PETTY CASH	13.46
APR2022	MISC PETTY CASH	42.74
APR2022	MISC PETTY CASH	65.99
Check Date 4/20/2022 Total For Check # 112372		405.56



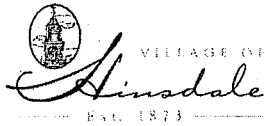
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Invoice	Description	Invoice/Amount
BROTHEN, ALISON		
041222	PETTY CASH-POOL START UP	300.00
	Check Date 4/20/2022 Total For Check # 112373	300.00
BULLSEYE TELECOM INC		
42427736	PHONE CHARGES 3/26-4/26/22	784.02
42427736	PHONE CHARGES 3/26-4/26/22	82.74
42427736	PHONE CHARGES 3/26-4/26/22	78.11
42427736	PHONE CHARGES 3/26-4/26/22	312.40
42427736	PHONE CHARGES 3/26-4/26/22	62.18
42427736	PHONE CHARGES 3/26-4/26/22	693.44
42427736	PHONE CHARGES 3/26-4/26/22	426.52
42427736	PHONE CHARGES 3/26-4/26/22	82.74
42427736	PHONE CHARGES 3/26-4/26/22	78.11
42427736	PHONE CHARGES 3/26-4/26/22	160.83
42427736	PHONE CHARGES 3/26-4/26/22	56.07
42427736	PHONE CHARGES 3/26-4/26/22	3.99
	Check Date 4/20/2022 Total For Check # 112374	2,821.15
C.A. BENSON & ASSOCIATES		
033022	ALLEY APPRAISAL ADJOINING 630 S BRUNER	450.00
03302022	ALLEY APPRAISAL ADJOINING 619 S MONROE	450.00
	Check Date 4/20/2022 Total For Check # 112375	900.00
CARROT-TOP INDUSTRIES,IN		
INV103895	VH-US FLAG 10X15	334.02
	Check Date 4/20/2022 Total For Check # 112376	334.02
CDW-GOVERNMENT INC.		
T457845	IN CAR LAPTOP COMPUTERS/PRINTERS VOB 11/16/21	26,494.60
T520826	IN CAR LAPTOP COMPUTERS/PRINTERS VOB 11/16/21	1,194.12
	Check Date 4/20/2022 Total For Check # 112377	27,688.72
CLARENDON HILLS PARK DIST		
303103W	MANNERS ACADEMY SPRING CLASS	153.60
	Check Date 4/20/2022 Total For Check # 112378	153.60
CLARK BAIRD SMITH LLP		
15233	HINSDALE/LABOR GENERAL FILE #12929	9,100.00
	Check Date 4/20/2022 Total For Check # 112379	9,100.00



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Invoice	Description	Invoice/Amount
CLEANSWEEP		
PS439251	STREET SWEEPING	349.64
	Check Date 4/20/2022 Total For Check # 112380	349.64
COMCAST		
8771201110009242	POLICE/FIRE 4/16-5/15/22	77.68
8771201110009242	POLICE/FIRE 4/16-5/15/22	77.68
	Check Date 4/20/2022 Total For Check # 112381	155.36
COMED-6112		
1653148069	TRAFFIC SIGNALS 3/1-3/30/22	67.81
	Check Date 4/20/2022 Total For Check # 112382	67.81
CONNEY SAFETY PRODUCTS		
06073816	FIRST AID SUPPLIES	192.00
	Check Date 4/20/2022 Total For Check # 112383	192.00
CORE & MAIN LP		
Q563759	LOGIC WATER BILLING MAINTENANCE	11,771.00
Q443464	FIRE HOSE NOZZLE GASKETS	24.00
	Check Date 4/20/2022 Total For Check # 112384	11,795.00
DAILY HERALD PADDOCK PUB		
211328	BID NOTICE-TREE PRUNING 22	86.40
212974	BID NOTICE 2022/RESURFACING PROJECT	179.40
	Check Date 4/20/2022 Total For Check # 112385	265.80
DAVE SOLTWISCH PLUMBING		
47773950J	REPLACE SUMP PUMP-KLM CARETAKERS COTTAGE	402.00
	Check Date 4/20/2022 Total For Check # 112386	402.00
DESIGN PERSPECTIVES, INC		
22-150X-1-4	PROF SVC-CONST DOCUMENTS TOT LOT	1,400.00
	Check Date 4/20/2022 Total For Check # 112387	1,400.00
DIRECT ADVANTAGE INC		
2018	EDC MARKETING & PROGRAMMING VOB 12/14/21	10,000.00
	Check Date 4/20/2022 Total For Check # 112388	10,000.00
DUPAGE COUNTY HEALTH DEPT		
IN0051171	POOL PERMITS	867.00
	Check Date 4/20/2022 Total For Check # 112389	867.00
DUPAGE WATER COMMISSION		
01-12000-00-MAR22	WATER CHARGES 2/28-3/31/22	288,095.99
	Check Date 4/20/2022 Total For Check # 112390	288,095.99



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Invoice	Description	Invoice/Amount
ETP LABS, INC		
22-135799	MONTHLY BACTERIA SAMPLES-FEB22	288.00
	Check Date 4/20/2022 Total For Check # 112391	288.00
FACTORY MOTOR PARTS CO		
51-453500	PLOW LIGHT BULB #11	11.00
60-326271	TIE ROD END-#11	141.45
60-326163	GEAR LUBE-ALL TRUCKS	26.94
	Check Date 4/20/2022 Total For Check # 112392	179.39
FEDEX		
7-707-47737	KTJ LAW OFFICES-BLOOM	33.23
	Check Date 4/20/2022 Total For Check # 112393	33.23
FIRESTONE STORES		
298076	TIRES/ALIGNMENT #99 2000 ASTRO VAN	513.84
	Check Date 4/20/2022 Total For Check # 112394	513.84
FLEET PRIDE INC		
97775517	FUEL FILTERS	59.04
97775517	FUEL FILTERS	118.08
97775517	FUEL FILTERS	59.04
	Check Date 4/20/2022 Total For Check # 112395	236.16
FOSTER'S TEST LANE LLC		
39251	M84 SAFETY INSPECTION	40.50
39881	M85 SAFETY INSPECTION	45.00
	Check Date 4/20/2022 Total For Check # 112396	85.50
FULLERS HOME & HARDWARE		
MAR22	MISC HARDWARE	49.48
MAR22	MISC HARDWARE	4.04
MAR22	MISC HARDWARE	14.38
MAR22	MISC HARDWARE	5.39
MAR22	MISC HARDWARE	18.88
MAR22	MISC HARDWARE	14.39
MAR22	MISC HARDWARE	13.49
236716	BATTERIES	15.29
	Check Date 4/20/2022 Total For Check # 112397	135.34
FULLERS SERVICE CENTER IN		
BD95642-IL(379)	SERVICE/ WIPER BLADE REPLACEMENT	56.00
MAR 2022	CAR WASHES- MAR 2022	152.00



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Invoice	Description	Invoice/Amount
	Check Date 4/20/2022 Total For Check # 112398	208.00
GALLAGHER, TOM		
032222	UNIFORM ALLOW	215.95
040322	UNIFORM ALLOW	160.86
	Check Date 4/20/2022 Total For Check # 112399	376.81
GALLS		
020837230	UNIFORM ALLOW	51.79
020778513	UNIFORM ALLOW	119.48
020838403	UNIFORM ALLOW	325.67
020810015	UNIFORM ALLOW	220.09
020810080	UNIFORM ALLOW	164.13
020810186	UNIFORM ALLOW	169.33
	Check Date 4/20/2022 Total For Check # 112400	1,050.49
GEORGE'S LANDSCAPING INC		
PAY APP #3	IRMA BUTLER TOT LOT PLAYGROUND CONST-VOB 10/5/21	44,901.23
	Check Date 4/20/2022 Total For Check # 112401	44,901.23
GRAINGER, INC.		
9251014701	PARK LIGHTS	575.90
	Check Date 4/20/2022 Total For Check # 112402	575.90
GRAPHIC ENTERPRISES OFC SOLUTIONS		
21AR1210534	PLOTTER PAPER	479.98
21AR1209942	PLOTTER PAPER	306.39
	Check Date 4/20/2022 Total For Check # 112403	786.37
GRASSO GRAPHICS INC		
31867	POSTERS	207.50
	Check Date 4/20/2022 Total For Check # 112404	207.50
HEALTH INSPECT PROF INC		
516	COOK COUNTY HEALTH INSP 1/1-3/31/22	750.00
	Check Date 4/20/2022 Total For Check # 112405	750.00
HEALY ASPHALT COMPANY LLC		
30690	COLD PATCH	813.60
	Check Date 4/20/2022 Total For Check # 112406	813.60
HONEY BUCKET		
20675	KLM PORTABLE TOLIETS	305.00
	Check Date 4/20/2022 Total For Check # 112407	305.00



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Invoice	Description	Invoice/Amount
HUGHES ENVIRONMENTAL CONSULTING INC		
116	CSO CERTIFIED OPER-VEECK MAR22	700.00
	Check Date 4/20/2022 Total For Check # 112408	700.00
ILCMA		
3499	JOB POSTING-CREW WORKER	50.00
	Check Date 4/20/2022 Total For Check # 112409	50.00
ILLINOIS TOLLWAY		
G127000005722	IPASS TOLLS 1/1-3/31/22 TRANSPONDER FEE	7.55
	Check Date 4/20/2022 Total For Check # 112410	7.55
INDUSTRIAL ELECTRIC SUPPLY		
S100011495.001	LAMP REPLACEMENT	35.36
	Check Date 4/20/2022 Total For Check # 112411	35.36
INTERNATIONAL EXTERMINATO		
04-2129	APR22 PEST CONTROL	47.00
04-2129	APR22 PEST CONTROL	47.00
04-2129	APR22 PEST CONTROL	132.00
04-2129	APR22 PEST CONTROL	47.00
04-2129	APR22 PEST CONTROL	47.00
	Check Date 4/20/2022 Total For Check # 112412	320.00
J.G. UNIFORMS		
96582	VEST COVER ALTERATIONS X7	168.00
96588	VEST COVER ALTERATIONS X6	154.00
95791	UNIFORM ALLOW	185.00
96587	VEST COVER ALTERATIONS X3	60.00
95802	UNIFORM ALLOW	184.00
95803	UNIFORM ALLOW	185.00
	Check Date 4/20/2022 Total For Check # 112413	936.00
JOHNSON CONTROLS SECURITY		
37114924	FOB ACCESS	1,268.07
	Check Date 4/20/2022 Total For Check # 112414	1,268.07
JOHNSON, SHAWN		
3868241	UNIFORM ALLOW-BOOTS	257.95
	Check Date 4/20/2022 Total For Check # 112415	257.95
JSN CONTRACTORS SUPPLY		
85289	MAIN BREAK PUMP	503.00
85330	PAINT & WALK WHEEL	235.64



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Invoice	Description	Invoice/Amount
	Check Date 4/20/2022 Total For Check # 112416	738.64
KATHLEEN W BONO CSR		
8876	#V-01-2027 & #APP-01-22	320.05
8876	#V-01-2027 & #APP-01-22	943.75
	Check Date 4/20/2022 Total For Check # 112417	1,263.80
LAMBERT, PETE		
5617022	UNIFORM ALLOW	26.78
3315466	UNIFORM ALLOW	29.95
	Check Date 4/20/2022 Total For Check # 112418	56.73
LANGUAGE IN ACTION INC		
WS22SPANISH	SPANISH CLASSES WINTER	120.00
	Check Date 4/20/2022 Total For Check # 112419	120.00
LINDE GAS & EQUIPMENT INC		
69561724	POOL CHEMICALS	126.38
	Check Date 4/20/2022 Total For Check # 112420	126.38
LITHOPRINT, INC		
45305	DEPARTMENT FORMS	163.22
45306	DEPARTMENT FORMS	156.58
	Check Date 4/20/2022 Total For Check # 112421	319.80
MACQUEEN EQUIPMENT LLC		
P15320	E84 PARTS	375.68
P15276	E84 PARTS	663.58
P15296	E84 PARTS	29.90
	Check Date 4/20/2022 Total For Check # 112422	1,069.16
MENARDS		
94764	KLM N PAVILION ELECTRIC	99.59
	Check Date 4/20/2022 Total For Check # 112423	99.59
MIDWEST TIME RECORDER		
184169	PUB SVC TIME CLOCK MATIN FEE MAR22	92.35
	Check Date 4/20/2022 Total For Check # 112424	92.35
MOTION SOURCE, INC		
3132	LODGE BUSINESS CARDS	90.00
	Check Date 4/20/2022 Total For Check # 112425	90.00
NAPA AUTO PARTS		
4343-770966	HYD & FUEL FILTERS	71.73
	Check Date 4/20/2022 Total For Check # 112426	71.73



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Invoice	Description	Invoice/Amount
NELS J JOHNSON TREE EXPT		
11048327	TREE PRUNING PER CONTRACT #1655 YEAR 3 VOB 9 -7-21	2,615.25
11078708	TREE PRUNING PER CONTRACT #1655 YEAR 3 VOB 9 -7-21	2,455.80
11079524	TREE PRUNING PER CONTRACT #1655 YEAR 3 VOB 9 -7-21	3,927.50
	Check Date 4/20/2022 Total For Check # 112427	8,998.55
NORTHERN IL CRITICAL INCIDENT STRESS		
032522	CRISIS INTERVENTION TRAINING	200.00
	Check Date 4/20/2022 Total For Check # 112428	200.00
NUCO2 INC		
69213087	CO2 TANK LEASE	142.41
	Check Date 4/20/2022 Total For Check # 112429	142.41
AUDET, ALISON		
26534	KLM SECURITY DEP-EN220325 #26534	250.00
	Check Date 4/20/2022 Total For Check # 112430	250.00
BRISCO, CAROLYN		
242525	CANCELLED PICNIC RESERVATION	260.00
	Check Date 4/20/2022 Total For Check # 112431	260.00
DESAI, NIMESH		
26230	CONT BD-34 S STOUGH #26230	7,000.00
	Check Date 4/20/2022 Total For Check # 112432	7,000.00
GAO, SALLY		
242401	WITHDREW FROM TENNIS	85.00
	Check Date 4/20/2022 Total For Check # 112433	85.00
HOFFMAN, DOROTHY		
242519	WITHDREW FROM TOT TRACK AND FIELD	89.00
	Check Date 4/20/2022 Total For Check # 112434	89.00
KWAN, LOLA		
242353	WITHDREW FROM T-BALL	75.00
	Check Date 4/20/2022 Total For Check # 112435	75.00
MODI, KREENA		
242609	WITHDREW FROM MAGIC CLASS	30.00
	Check Date 4/20/2022 Total For Check # 112436	30.00
MUNOZ, JACOB		
26491	CONT BD-409 S VINE #26491	2,500.00
	Check Date 4/20/2022 Total For Check # 112437	2,500.00



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Invoice	Description	Invoice/Amount
SCHAEFER, CLAIRE		
24881	KLM SECURITY DEP-EN220813 #24881	500.00
	Check Date 4/20/2022 Total For Check # 112438	500.00
SHEPARD, ORALIA		
24877	KLM SECURITY DEP-EN211128 #24877	250.00
	Check Date 4/20/2022 Total For Check # 112439	250.00
TERPSTRA, JOANNA		
242584	WITHDREW FROM SOCCER PROGRAMS	332.00
	Check Date 4/20/2022 Total For Check # 112440	332.00
PENTEGRA SYSTEMS		
64296	SERVICE ON 02/15/22	77.50
	Check Date 4/20/2022 Total For Check # 112441	77.50
RAY O'HERRON CO INC		
2173346	UNIFORM ALLOW	66.00
	Check Date 4/20/2022 Total For Check # 112442	66.00
RED WING BUSINESS ADVANTA		
20220410019991	UNIFORM ALLOW	386.98
20220410019991	UNIFORM ALLOW	274.98
20220410019991	UNIFORM ALLOW	326.48
	Check Date 4/20/2022 Total For Check # 112443	988.44
RYAN, TIM		
101270458	REIMBURSE CERTIFICATION RENEWAL	137.00
	Check Date 4/20/2022 Total For Check # 112444	137.00
SAFELITE AUTO GLASS		
985237	WINDSHIELD-#100	449.97
	Check Date 4/20/2022 Total For Check # 112445	449.97
SARGES RANGE SERVICE		
SRS-40	RANGE CLEANING	1,175.00
	Check Date 4/20/2022 Total For Check # 112446	1,175.00
SITE ONE LANDSCAPE SUPPLY		
117532228-001	ROUND GRATE FOR SEWER ON CLEVELAND	9.31
	Check Date 4/20/2022 Total For Check # 112447	9.31
SPORTSKIDS INC		
439594	SPRING BREAK PROGRAM	147.00
	Check Date 4/20/2022 Total For Check # 112448	147.00



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Invoice	Description	Invoice/Amount
STEVE PIPER & SONS		
19079	TREE MAINTENANCE SVCS YR 2 BID #1675 BOT 2-1-22	5,805.70
	Check Date 4/20/2022 Total For Check # 112449	5,805.70
SUBURBAN DOOR CHECK		
IN546482	RE-KEY LOCK	126.00
	Check Date 4/20/2022 Total For Check # 112450	126.00
SUNBURST SPORTSWEAR		
123603	TBALL SHIRTS	24.25
	Check Date 4/20/2022 Total For Check # 112451	24.25
THE STEVENS GROUP		
0141170	PURCHASE REQUISITIONS FORMS	331.84
	Check Date 4/20/2022 Total For Check # 112452	331.84
THIRD MILLENIUM		
27567	UTILITY BILLING/HINSDALE SHOP 2022	573.11
27567	UTILITY BILLING/HINSDALE SHOP 2022	89.08
27567	UTILITY BILLING/HINSDALE SHOP 2022	962.50
	Check Date 4/20/2022 Total For Check # 112453	1,624.69
THOMPSON ELEVATOR INSPEC		
22-0279	3RD PARTY ELEVATOR INSP/RW	100.00
	Check Date 4/20/2022 Total For Check # 112454	100.00
THOMSON REUTERS WEST		
846107054	ONLINE/SOFWERE SUBS. 03/01/2022-03/31/2022	233.02
	Check Date 4/20/2022 Total For Check # 112455	233.02
TOSHIBA AMER BUSINESS SOLUTIONS		
5750614	FIN COPIER MAINT 3/1-3/31/22	125.85
5750760	COM DEV/PARKS COPIER MAINT 3/1-3/31/22	182.72
5750760	COM DEV/PARKS COPIER MAINT 3/1-3/31/22	78.31
5751212	ADMIN COPIER MAINT 1/1-3/31/22	528.79
5751232	PD COPIER MAINT 3/1-3/31/22	138.59
	Check Date 4/20/2022 Total For Check # 112456	1,054.26
TOSHIBA FINANCIAL SERVICE		
468806195	FIN COPIER LEASE 3/23-4/23/22	275.00
461270571	PD COPIER LEASE 12/18-1/18/22	275.00
465823177	PD COPIER LEASE 2/18-3/18/22	275.00
	Check Date 4/20/2022 Total For Check # 112457	825.00



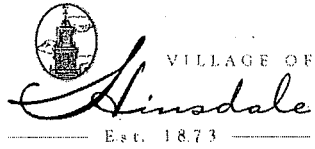
Warrant Register 1758

Invoice	Description	Invoice/Amount
TPI BLDG CODE CONSULTANT		
202203	3RD PARTY PLUMBING INSP MAR22	2,600.00
	Check Date 4/20/2022 Total For Check # 112458	2,600.00
TRANE		
11930324	HVAC SERVICE KLM	179.33
	Check Date 4/20/2022 Total For Check # 112459	179.33
TRESSLER, LLP		
444236	PROF FEES THRU 3/31/22 #011269-00002	2,784.00
	Check Date 4/20/2022 Total For Check # 112460	2,784.00
TRUSTWORTHY CLEANING		
38	MARCH LODGE CLEANINGS	700.00
	Check Date 4/20/2022 Total For Check # 112461	700.00
TYLER TECHNOLOGIES, INC		
045-373257	SAAS CONTRACT-MAIR 3/25/22	640.00
	Check Date 4/20/2022 Total For Check # 112462	640.00
VANNORSDEL, DAVID		
MAR-22	ERP PROJECT MANAGEMENT-VOB 12/14/21	7,242.00
MAR-22	ERP PROJECT MANAGEMENT-VOB 12/14/21	2,958.00
	Check Date 4/20/2022 Total For Check # 112463	10,200.00
VERIZON WIRELESS		
9902569689	MONTHLY DATA USAGE FEB 24 - MAR 23	50.04
9902569689	MONTHLY DATA USAGE FEB 24 - MAR 23	38.01
9902904536	MONTHLY DATA USAGE MAR 01 - MAR 28	523.94
9902904536	MONTHLY DATA USAGE MAR 01 - MAR 28	264.65
9902904536	MONTHLY DATA USAGE MAR 01 - MAR 28	125.88
	Check Date 4/20/2022 Total For Check # 112464	1,002.52
VILLAGE TRUE VALUE HDWE		
249269	GARBAGE CANS FOR PIERCE BATHROOM	14.38
	Check Date 4/20/2022 Total For Check # 112465	14.38
WAREHOUSE DIRECT INC		
5161195-0	KLM OFFICE SUPPLIES	92.70
5210981-0	LODGE EVENT SUPPLIES	47.53
C5170822-0	CREDIT	-26.94
5210319-0	OFFICE SUPPLIES	60.21
5213871-0	OFFICE SUPPLIES	12.31
5193239-0	JANITORIAL-HAND SOAP GARAGE	90.52



Warrant Register 1758

Invoice	Description	Invoice/Amount
5199183-0	LODGE EVENT SUPPLIES	20.47
	Check Date 4/20/2022 Total For Check # 112466	296.80
WELD ALL		
033122	SPREADER REPAIR #34	780.00
	Check Date 4/20/2022 Total For Check # 112467	780.00
WEX BANK		
79912418	MAR22 UNLEADED FUEL	120.13
79912418	MAR22 UNLEADED FUEL	658.57
79912418	MAR22 UNLEADED FUEL	5,044.52
79912418	MAR22 UNLEADED FUEL	1,675.69
79912418	MAR22 UNLEADED FUEL	363.24
79912418	MAR22 UNLEADED FUEL	83.85
79912418	MAR22 UNLEADED FUEL	202.32
79912418	MAR22 UNLEADED FUEL	754.45
79912418	MAR22 UNLEADED FUEL	1,109.41
	Check Date 4/20/2022 Total For Check # 112468	10,012.18
WILLIAMS ASSOC ARCHITECTS		
20845	COMMUNITY POOL PROJ	869.00
	Check Date 4/20/2022 Total For Check # 112469	869.00
WILLOWBROOK FORD INC		
5156961	WIPER BLADES-#12 & #16	51.92
5156837	LEFT REAR TAIL LAMP-#3	163.47
	Check Date 4/20/2022 Total For Check # 112470	215.39
WINSTON & STRAWN		
2854276	LEGAL SERVICES THRU 2/28/22	94,617.91
	Check Date 4/20/2022 Total For Check # 112471	94,617.91
WODKA, MARK		
03/25/22-03/26/22	TRAINING - GROUP CRISIS INTERVENTION	200.00
	Check Date 4/20/2022 Total For Check # 112472	200.00
	Total For ALL Checks	670,475.65



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	346,925.33
WATER & SEWER OPERATIONS FUND	600	303,448.14
ESCROW FUND	720	15,475.00
PAYROLL REVOLVING FUND	740	4,627.18
	TOTALS:	670,475.65

END OF REPORT

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda

SUBJECT: Contract Award – PDFD Roof Replacement

MEETING DATE: April 26, 2022

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

Recommended Motion

Award Designer-Led Design Build contract to Burke LLC in the GMAX amount of \$476,288 for the reconstruction of the four separate roofing systems at the Police and Fire Department Building

Background

In 2016, the Village contracted with Mac Brady Associates, Inc. to conduct a Village-wide roof study. The study provided a 15 year plan containing guidance related to roof maintenance and a recommended replacement schedule for the roofs of Village-owned buildings.

The Police/Fire building was built in 1970. At the recommendation of the roof study, repairs were made to the PD/FD roof in FY 2017/18. These repairs accomplished the goal of extending the life of the building's roof for an additional 5 years. Recently, the roof has started to fail in various locations resulting in leaks within the building. The roof study identified the PD/FD roof for replacement in 2022. A project budget of \$560,000 was included in the 2022 CIP for the construction of the roof.

The Village contracted with Christopher Burke B. Engineering, Ltd. (CBBEL) to develop project specifications and bid documents. In an effort to complete this project as efficiently as possible and ensure a qualified contractor, staff requested CBBEL utilize a design-build process. As such, CBBEL's construction group Burke, LLC. solicited contractor pricing on behalf of the Village. Sealed bids were due on March 24, 2022.

Discussion & Recommendation

Burke, LLC. provided bids from three (3) qualified contractors. A summary of the bids and cost breakdown from Burke, LLC. is in the attached contract and bid tab.

The lowest, qualified bid received from Burke, LLC. for the PDFD roof work is from Adler Roofing. The total project cost including the Adler Roofing bid, construction management and general condition fees is \$476,288. The project consists of the removal of the existing tar and gravel ballasted roof system and the installation of a new fully adhered thermoplastic polyolefin (TPO) membrane roof system.

In 2017, the Public Services Garage had a TPO roofing system installed and have been satisfied with its performance. The Village had success utilizing Burke, LLC. for a design-build on the North Madison Flood Project (East) in 2019.

Budget Impact

Included in the 2022 CIP is \$560,000 for construction costs, split evenly between Police and Fire's Buildings capital line items (2100-7909 and 3100-7909). Burke provided a guaranteed maximum price of \$476,288, which is \$83,712 under budget.

Village Board and/or Committee Action

At their meeting of April 12, 2022, the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

1. Burke LLC. Roof Replacement Design-Build Contract
2. Burke LLC. Bid Tab
3. CIP Project Page



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521
P.O.C.: George Peluso, Director of Public Works
& Engineering
gpeluso@villageofhinsdale.org

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920
P.O.C.: John Caruso, PE
jcaruso@cbbel.com

PROJECT: **Police and Fire Station Complex Roof
Replacement Project**

CONTRACT DATE: April 1, 2022 or April 1, 2023

	<i>Complete Project In 2022</i>	<i>Complete Project in 2023</i>
CONSTRUCTION	\$430,288.00	\$526,458.00
CONSTRUCTION MANAGEMENT	\$ 29,000.00	\$ 36,000.00
GENERAL CONDITIONS (Insurance & Bonds)	<u>\$ 17,000.00</u>	<u>\$ 17,000.00</u>
GUARANTEED MAXIMUM PRICE:	\$476,288.00	\$579,458.00

FINAL COMPLETION DATE: TBD, 2022 TBD, 2023

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.

1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager. The Owner, Engineer and Construction Manager had previously jointly entered into a Price and Schedule Guarantee for the Project. When fully executed, this Contract shall supersede the Owner's and Construction Manager's obligations in the Price and Schedule Guarantee, which merges into this Contract and is no longer separately enforceable.

ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

.1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;

.2 This Contract;

.3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;

.4 The Plans prepared by Christopher B. Burke Engineering, Ltd.:

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

2.2 Day. A "Day" shall mean one calendar day.

2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.

2.4 Owner. The Owner for the purposes of this Contract is the Village of Hinsdale, Illinois, an Illinois municipal corporation.

2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

2.7 Substantial Completion. Substantial Completion occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended. The Owner shall determine substantial completion of the Work, or of a designated portion of the Work.

2.8 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.9 The Work. The Work consists of all of the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items, design and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.

3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work.

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.

3.4 Meetings. The Construction Manager shall schedule and conduct meetings at which the appropriate parties can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

3.6 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

3.7 Permits. The Construction Manager shall assist the Owner in securing the building permits necessary for construction of the Project.

3.8 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

3.9 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.

3.10 Hazardous Materials. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site of the Work by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the Construction Manager's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Construction Manager's written notice, the Construction Manager will be permitted to continue to suspend performance of the Construction Manager's services in the affected area provided, however, that Construction Manager shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Construction Manager suspends services to longer than 21 days, the Owner may terminate this Agreement, and the Construction Manager shall be compensated for services performed prior to the suspension of Construction Manager's services. Under no circumstances, unless required by law, shall the Construction Manager report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Construction Manager, subcontractor or anyone for whose acts they may be liable.

3.11 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner harmless from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) and all other claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to the negligent or willful acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner, their officials, agents and employees for their own negligent acts or omissions. The terms of this indemnification shall survive completion or termination of this Contract

3.14 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Construction Manager will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of five o'clock (5:00) P.M.

3.15 Selection of Labor. The Construction Manager shall comply with all Illinois statutes pertaining to the selection of labor.

3.16 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.17 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, sexual orientation, military status, arrest record, citizenship status, gender identity, unfavorable discharge from military service, or any other protected category under applicable federal, state or local laws or rules and regulations, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, sexual orientation, military status, arrest record, citizenship status, gender identity, unfavorable discharge from military service, or any other protected category under applicable federal, state or local laws or rules and regulations.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be

requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.

- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

3.18 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.19 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.20 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

If requested, the Construction Manager and each subcontractor shall provide to the Owner, the certified payroll as required by the Prevailing Wage Act. The Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

3.21 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner

in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.

- 3.22 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

- 3.23 Certifications. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content.
- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all

construction performed under this Contract which proves to be defective in workmanship performance or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
 - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.

- 6.5 Owner's Representative. The Owner's Representative for this Project is Owner's Village Manager, or his or her designee, who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Village Manager shall not have authority to increase the Contract Price by \$20,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$20,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Village Manager and if required by law or the Village Ordinances, authorized by a due and proper vote of the Village Board of Trustees. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the Contract Date listed on page 1. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the completion date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract.
- 7.3.1 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.
- 7.3.2 Inclement Weather. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the

Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.

- 7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

- 7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner, that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that pursuant to paragraph 11.2 that the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

- 8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be returned to the Owner. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by

Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded, shall be paid by the Construction Manager without reimbursement by the Owner.

1. The Guaranteed Maximum Price is based on the following scope of work as depicted in the POLICE AND FIRE STATION COMPLEX ROOF REPLACEMENT PROJECT plans.
 2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
 3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
 - .1 The site will drain entirely by gravity. No provisions for lift stations are included.
 - .2 Hazardous materials are not present at the site.
 - .3 Reasonable time has been allotted for acquiring permits from involved agencies. Durations to acquire permits are beyond the Contractor's control.
 - .4 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
- 8.2 Compensation. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.
- 8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within sixty (60) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall

notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for

subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

- .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;

- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

.2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

.3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the

Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term "Cost of the Work" shall mean all costs incurred by the Construction Manager in the proper performance of the Work except for professional services not included in this Contract. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 Costs of materials and equipment incorporated in the completed construction.

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.

.4 Costs of other materials and equipment, temporary facilities and related items.

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
- .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

.5 Miscellaneous costs.

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
- .5 Expenses and time incurred investigating potential changes in the Work.
- .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the

Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.

- .7 Data processing costs related to the Work.
 - .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
 - .9 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
 - .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
 - .6 Other costs. Other costs incurred in the performance of the Work.
 - .7 Emergencies.
 - .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.
- .1 The Cost of the Work shall not include professional services or the following:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
 - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
 - .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.

- .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
 - .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- 8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:
- .1 Defective work not remedied;
 - .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
 - .3 Failure to make payments to subcontractors for labor, materials or equipment;
 - .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
 - .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
 - .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Contract Time shall be equitably adjusted by mutual agreement of the parties.

9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order by mutual agreement of the parties within a reasonable time after the conditions are first observed.

9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order by mutual agreement of the parties.

ARTICLE 10 - INSURANCE AND BONDING

10.1 The Contractor's Insurance. The Construction Manager and each of its Subcontractors shall provide insurance as outlined in the attached "Insurance Requirements" document provided by the Village of Hinsdale. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:

- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
- .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
- .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
- .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
- .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
- .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
- .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
- .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.

10.2 The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

Combined Single Limit, each accident	\$1,000,000
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or

Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

Worker's Compensation & Employer's Liability

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

Commercial Umbrella/Excess Liability

Each Occurrence	\$10,000,000
Aggregate	\$10,000,000

Professional Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

- 10.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

- 10.4 Primary Insurance. The Construction Manager's insurance shall include the Owner as a primary insured in all respects. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer.

- 10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manager shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.

- 10.6 Reserved.

- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

ARTICLE 11 - TERMINATION

- 11.1 By the Construction Manager. Upon seven (7) days written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:
- .1 If the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or

- c. because of the Owner's failure to pay the Construction Manager in accordance with this Agreement;
- .2 if the Work is suspended by the Owner for thirty (30) days;
- .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
- .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

11.2 By the Owner for Cause. If the Construction Manager fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Additionally, upon seven (7) days written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment other than payment for Work executed, minus any proven loss, cost or expense in connection with the Work and costs incurred by the Village in taking possession of the site and completing the Work, and reasonable damages. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the

Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

- 11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.
- 11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Equitable adjustments shall be made upon mutual agreement of the Parties for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, both parties must agree to initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.
- 12.2 Mediation. In the event that any dispute arising out of or relating to this Contract is not resolved in accordance with the procedures provided in Section 12.1, such dispute shall

be submitted to mediation with American Arbitration Association ("AAA") or JAMS/Endispute, Inc, or other mediator mutually agreeable to the Parties.

- 12.3 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement or court judgment entered resolving the dispute.
- 12.4 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 – LIQUIDATED DAMAGES

- 13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal to Five Hundred Dollars (\$500.00) for each day that the Work is late in reaching Substantial Completion.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois. The Parties agree that for the purpose of any litigation or proceeding brought with regard to this Agreement and its enforcement, that venue shall be in the Circuit Court of DuPage County, Illinois.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.

- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.
- 14.8 Illinois Freedom of Information Act. The Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to Work performed under this Agreement are considered a public record of the Owner; and therefore, the Construction Manager shall review its records and promptly produce to the Owner any records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Construction Manger shall produce to the Owner such records within three (3) business days of a request for such records from the owner at no additional cost to the Owner
- 14.9 NON-WAIVER. Failure by Construction Manager or Owner to insist on strict performance of any of the conditions, covenants, terms or provisions of this Contract or to exercise any rights hereunder shall not waive such rights, but Construction Manager and Owner shall have the right to enforce the terms and conditions of this Contract at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

Owner:

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

Contractor:

Burke, LLC
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

By: _____ Date: _____

By: _____ Date: _____
Principal

Attest: _____ Date: _____

By: _____ Date: _____
Principal

W PROJECTS\178-Hinsdale Roof Replacement\Hinsdale Roof Replacement Contract.040122.docx

VILLAGE OF HINSDALE
FIRE DEPARTMENT ROOF REPAIRS PROJECT

CBBEL PROJECT NO. 010150.00178
Bid Tabulation - Bid Opening: March 24, 2022

Item No.	Description	Unit	Quantity	Engineer's Estimate		Adler Roofing		DCG Roofing		Knickerbocker Roofing	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ALL ROOFS COMPLETED IN 2022											
01 11 00/01	REMOVE EXISTING TAR & GRAVEL BALLASTED ROOF & UNDERLAYMENT REPLACE WITH NEW FULLY ADHERED EPDM ROOF AND ROOF INSULATION	LSUM	1	\$ 375,000.00	\$ 375,000.00		\$ 329,631.00		\$ 392,003.00		\$ 422,125.00
01 11 00/06	PAINTED ALUMINUM PARAPET CAP	LSUM	1	\$ 35,000.00	\$ 35,000.00		\$ 58,995.00		\$ 36,945.00		\$ 54,225.00
01 11 00/07	BONDS AND INSURANCE	LSUM	1	\$ 15,000.00	\$ 15,000.00		\$ 4,222.00		\$ 8,315.00		\$ 4,900.00
07 72 33/01	REMOVE AND REPLACE (3) ROOF ACCESS DOORS (ROOF 1) AND INSTALL NEW FALL PROTECTION AND LADDER UP DEVICE	LSUM	1	\$ 15,000.00	\$ 15,000.00		\$ 24,800.00		\$ 8,900.00		\$ 16,400.00
	TOTAL ALL ROOFS BID				\$ 440,000.00		\$ 417,648.00		\$ 446,063.00		\$ 497,650.00
ROOF #1											
01 11 00/01	REMOVE EXISTING TAR & GRAVEL BALLASTED ROOF & UNDERLAYMENT REPLACE WITH NEW FULLY ADHERED EPDM ROOF AND ROOF INSULATION	LSUM	1	\$ 112,000.00	\$ 112,000.00		\$ 120,320.00		\$ 103,284.00		\$ 114,795.00
01 11 00/06	PAINTED ALUMINUM PARAPET CAP	LSUM	1	\$ 11,000.00	\$ 11,000.00		\$ 15,880.00		\$ 5,786.00		\$ 14,850.00
01 11 00/07	BONDS AND INSURANCE	LSUM	1	\$ 10,000.00	\$ 10,000.00		\$ 1,556.00		\$ 2,227.00		\$ 1,450.00
07 72 33/01	REMOVE AND REPLACE ROOF ACCESS DOORS (ROOF 1) AND INSTALL NEW FALL PROTECTION AND LADDER UP DEVICE	LSUM	2	\$ 15,000.00	\$ 30,000.00		\$ 29,260.00		\$ 8,900.00		\$ 16,850.00
	TOTAL ROOF #1 BID				\$ 163,000.00		\$ 167,016.00		\$ 120,097.00		\$ 147,745.00
ROOF #2											
01 11 00/01	REMOVE EXISTING TAR & GRAVEL BALLASTED ROOF & UNDERLAYMENT REPLACE WITH NEW FULLY ADHERED EPDM ROOF AND ROOF INSULATION	LSUM	1	\$ 200,000.00	\$ 200,000.00		\$ 153,900.00		\$ 198,627.00		\$ 194,560.00
01 11 00/06	PAINTED ALUMINUM PARAPET CAP	LSUM	1	\$ 1,500.00	\$ 1,500.00		\$ 35,200.00		\$ 22,966.00		\$ 25,425.00
01 11 00/07	BONDS AND INSURANCE	LSUM	1	\$ 5,000.00	\$ 5,000.00		\$ 1,785.00		\$ 4,164.00		\$ 2,190.00
	TOTAL ROOF #2 BID				\$ 206,500.00		\$ 190,885.00		\$ 225,757.00		\$ 222,175.00
ROOF #3											
01 11 00/01	REMOVE EXISTING TAR & GRAVEL BALLASTED ROOF & UNDERLAYMENT REPLACE WITH NEW FULLY ADHERED EPDM ROOF AND ROOF INSULATION	LSUM	1	\$ 133,000.00	\$ 133,000.00		\$ 106,820.00		\$ 135,620.00		\$ 98,950.00
01 11 00/06	PAINTED ALUMINUM PARAPET CAP	LSUM	1	\$ 13,000.00	\$ 13,000.00		\$ 12,600.00		\$ 4,488.00		\$ 11,250.00
01 11 00/07	BONDS AND INSURANCE	LSUM	1	\$ 10,000.00	\$ 10,000.00		\$ 1,192.00		\$ 2,588.00		\$ 1,085.00
	TOTAL ROOF #3 BID				\$ 156,000.00		\$ 120,612.00		\$ 142,696.00		\$ 111,285.00
ROOF#4											
01 11 00/01	REMOVE EXISTING TAR & GRAVEL BALLASTED ROOF & UNDERLAYMENT REPLACE WITH NEW FULLY ADHERED EPDM ROOF AND ROOF INSULATION	LSUM	1	\$ 12,000.00	\$ 12,000.00		\$ 28,910.00		\$ 33,676.00		\$ 30,450.00
01 11 00/06	PAINTED ALUMINUM PARAPET CAP	LSUM	1	\$ 11,000.00	\$ 11,000.00		\$ 5,935.00		\$ 5,014.00		\$ 2,700.00
01 11 00/07	BONDS AND INSURANCE	LSUM	1	\$ 10,000.00	\$ 10,000.00		\$ 460.00		\$ 725.00		\$ 290.00
	TOTAL ROOF #4 BID				\$ 33,000.00		\$ 35,305.00		\$ 39,415.00		\$ 33,440.00
ITEMS ORDERED BY ENGINEER											
01 11 00/09	TUCKPOINTING OF EXISTING MASONRY	SQ FT	500	\$ 21.00	\$ 10,500.00	\$ 23.60	\$ 11,800.00	\$ 25.00	\$ 12,500.00	\$ 44.00	\$ 22,000.00
01 11 00/10	3/4" MARINE GRADE PLYWOOD	SO FT	150	\$ 45.00	\$ 6,750.00	\$ 5.60	\$ 840.00	\$ 10.00	\$ 1,500.00	\$ 27.00	\$ 4,050.00
			TOTAL ITEMS		\$ 17,250.00		\$ 12,640.00		\$ 14,000.00		\$ 26,050.00
ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST FOR ALL ROOFS											
					\$ 457,250.00		\$ 430,288.00		\$ 460,063.00		\$ 523,700.00
TOTAL SUMMARY OF ROOFS 1-4 IF NOT ALL CONSTRUCTED AS ONE PROJECT IN 2022											
					\$ 575,750.00		\$ 526,458.00		\$ 542,165.00		\$ 540,895.00

Police

Building Maintenance

2022

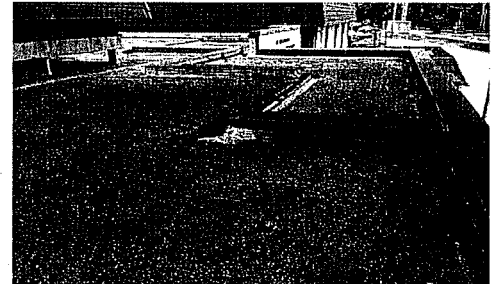
Replace Police/Fire Building Roof

Police Cost
Share:

\$290,000

Original Purchase Date

N/A



Identified Police/Fire Roof Damage

Project Description & Justification

The Police/Fire building was built in 1970, and the roof is reaching the end of its useful life. In FY 2016-17, the Village engaged a consultant to provide guidance as to the upcoming maintenance requirements for the roofs of Village-owned buildings. The roof study recommended that \$52,000 (split equally between Police and Fire Departments) in repairs be performed in FY 2017-18. These repairs extended the life of the Police/Fire building roof for an additional four to five years. At the end of five years, in CY 2022, the building will need an entirely new roof. The total cost of the project is estimated at \$580,000 and will be split equally between the Police and Fire Departments. A copy of the roof study has been provided electronically to all Trustees and Finance Commissioners.

Project Update

There are no updates to this project.

Project Alternative

Based on a roof study conducted in 2016, the estimated life of this roof will be completed and require replacement.

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: Alley vacation east of 619 South Monroe Street
MEETING DATE: April 26, 2022
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve “An ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 619 South Monroe Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois” at a purchase price of \$12,000.”

Background

The resident at 619 South Monroe Street has expressed an interest in purchasing the portion of the alley east of and adjacent to their property.

Discussion & Recommendation

Staff has reviewed the infrastructure requirements for this alley. There are no current infrastructure conflicts on this alley. The alley has previously had vacations approved. This alley is not used for vehicle traffic. There are no plans for providing vehicular traffic on this alley right of way in the future. There are ComEd overhead lines within this alley. Staff recommends approval of the vacation.

A plat of vacation will be prepared upon approval of this request for recording at DuPage County. To allow for current and potential future utility use of the alley, the plat of vacation will include a utility and drainage easement across the vacated area.

Budget Impact

Included is the appraisal report establishing a fair market value for the vacated property. The appraisal established the value of the property at approximately \$28.59 per square foot. The property to be vacated contains an area of +/-425 square feet. The total appraised value of the property is \$12,000.

Village Board and/or Committee Action

According to policy, this item is presented as a routine item.

Documents Attached

1. An ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 619 South Monroe Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a purchase price of \$12,000.
2. Appraisal Report, An 8.5' x 50' portion of the unnamed alley situated east and adjoining 619 South Monroe Street, Hinsdale, Illinois.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN PORTION OF AN UNIMPROVED ALLEY SITUATED EAST OF AND ADJOINING 619 SOUTH MONROE STREET IN THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village") is a duly authorized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the property owner of 619 South Monroe Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-406-005 has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.* (2007) (the "Code"), authorizes the Village to determine whether or not the public interest is served by vacating an alley, or part thereof, within its corporate boundaries, by an ordinance duly adopted by the affirmative vote of three-fourths of the trustees then holding office; and

WHEREAS, the Code further provides that upon vacation of an alley, or any part thereof, by the Village, title to the vacated property vest in the then owner or owners of land abutting thereon; and

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Corporate Authorities") have determined that the relief to the public from the further burden and responsibility of maintaining a certain portion of the alley, as more fully described below, and to return said portion to the tax rolls for the benefit of all taxing bodies is in the public interest.

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

Section 1. Recitals Incorporated. The above recitals and findings are incorporated herein and made a part hereof.

Section 2. Vacation of Unimproved Alley. Pursuant to the terms of this Ordinance, the Village shall vacate a rectangular portion approximately 8.5' x 50' of the unimproved alley situated east of and adjoining 619 South Monroe Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 86 and 87 in Block 17 in the Resubdivision of Blocks 9 to 20 in Stough's Second Addition to the Village of Hinsdale, being a subdivision in the Southeast 1/4 of Section 11, Township 38 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

P.I.N. 09-11-406-005

Section 3. Plat of Vacation Approved. The Plat of Vacation, a copy of which is attached hereto as Exhibit A and made a part hereof, is approved.

Section 4. Conditions of Vacation. The Subject Property is vacated subject to any existing easement of public record for any public or private utility for the maintenance, renewal and construction or reconstruction of public and private utilities and that the Village reserves unto itself as a corporate municipality and to any public utility, its successors or assigns, the right to maintain and relocate any respective facilities in, under, across and along those parts of the public alley as herein vacated, with the right of access thereto at all times for any and all such purposes as may be reasonably required for the construction, maintenance and efficient operation of said equipment pursuant to any existing easement of public record.

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 619 South Monroe Street, Hinsdale, Illinois upon the payment of twelve thousand dollars (\$12,000.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

Section 6. Execution of Documents. The Village President, Village Clerk and all other officials are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record this Ordinance and the Plat of Vacation with the applicable county recorder of deeds upon the payment of the consideration set forth in Section 5 of this Ordinance.

Section 7. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. 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 26th day of April, 2022.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2022.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

APPRAISAL REPORT

AN 8.5' X 50' PORTION OF THE UNIMPROVED
ALLEY SITUATED EAST AND ADJOINING
619 SOUTH MONROE STREET
HINSDALE, IL 60521

Prepared For

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Prepared By

C.A. Benson & Associates
802 Country Club Drive
La Grange, IL 60525

C.A. BENSON & ASSOCIATES
802 Country Club Drive - La Grange, IL 60525
P.O. Box 157 - La Grange, IL 60525
(708) 352-6056 Fax (708) 352-6070

March 30, 2022

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Re: Appraisal of an 8.5' x 50' portion of unimproved
alley situated east and adjoining 619 South Monroe
Street, Hinsdale, IL 60521

Dear Mr. Deeter:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as-is" market value of the fee simple interest. The property was inspected on March 28, 2022, which is the effective date of this valuation.

The property consists of an 8.5' by 50' portion of unimproved alley located east and adjoining 619 South Monroe Street, Hinsdale, Illinois. It contains 425 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as-is" Market Value of the subject property as of March 28, 2022 was

<p>TWELVE-THOUSAND DOLLARS (\$12,000)</p>

This Appraisal Report, presented in a summary format, is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

C.A. Benson & Associates

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide my best estimate of the market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institutions regulatory agencies as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f))

INTENDED USE: The function of this appraisal is to assist the Village of Hinsdale with a possible sale of the subject.

INTENDED USER: The intended user of this appraisal report is the Village of Hinsdale.

INTEREST VALUED: Fee simple

DATE OF INSPECTION: March 28, 2022

EFFECTIVE DATE OF VALUE: March 28, 2023

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, I have

- Inspected the subject property;
- Examined the Sidwell Plat Book to obtain the size of the subject;
- Reviewed Public Records, Flood Hazard Rate Map and pertinent real estate tax and zoning information.
- Gathered and confirmed information on comparable sales;
- Applied the Sales Comparison Approach to Value to arrive at an indicated value.

This Appraisal Report is a recapitulation of my data, analyses and conclusions. Supporting documentation is retained in my file.

COMPETENCY OF THE APPRAISER: The appraiser has the appropriate knowledge and experience to complete this assignment competently as illustrated by the Qualifications of the Appraiser statement contained within this report.

C.A. Benson & Associates

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: The subject property is situated in the Village of Hinsdale, approximately 20-miles southwest of the City of Chicago's Central Business District. Hinsdale is bordered by Oak Brook to the north, Burr Ridge to the south, Western Springs to the east and Clarendon Hills to the west.

Hinsdale is a residential community that has a population of 17,710 residents as of 2019 and a median household income of \$203,368 (2019). Over the past 12-months, the average sale price of a single-family residence in Hinsdale was \$1,231,020, which is 4.3% higher than the prior 12-month average sale price of \$1,179,796. This is indicative of moderately improving market conditions and minimal effect of Covid-19 on the housing market. However, due to the conflict in Ukraine and the sanctions against Russia, stabilization in the housing market is probable.

Hinsdale is a substantially built-up community and is one of the communities in the Southern DuPage County suburbs, which include Burr Ridge, Clarendon Hills, Darien, Downers Grove, Glen Ellyn, Lisle, Naperville, Oak Brook, Oakbrook Terrace, Warrenville, Westmont, Wheaton, Willowbrook, Winfield and Woodridge. The majority of these are mid-aged to older established communities that have reached maturity. Redevelopment of new single-family residences is occurring in Hinsdale, Clarendon Hills and Downers Grove on sites where older residences have been demolished. The overall composition of the area provides most amenities such as adequate employee base, established commercial/residential areas and municipal services, educational facilities, etc. The area hospitals include Good Samaritan, La Grange Community and Hinsdale. Hinsdale has a thriving central business district and the Oak Brook Center and Yorktown Center regional shopping malls are in nearby driving distance.

The major transportation systems include the North-South Tollway (I-355), the Tri-State Tollway (I-294) and the East-West Tollway (I-88). In addition, the Metra Commuter Trains and Pace Buses service Hinsdale.

More specifically, the subject property is located in the southwest section of Hinsdale. The immediate area is approximately 99% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$380,000 for smaller existing single-family residences to in excess of \$1,800,000 for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

Overall, the community of Hinsdale and the subject neighborhood are stable without any land changes anticipated with the exception of residential development of new single residents on lots that were previously improved with older homes. The strengths of the community include the viable central business district, the good community services, ample shopping, proximity to major transportation systems and the historically strong demand for residential, retail and office properties.

Property Description: The subject property is the west 8.5' of a 17' wide unimproved alley. It has a width of 50', which is equal to the width of the adjoining residence located at 619 South Monroe Street. It is rectangular in shape and has a calculated area of 425 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0187J, dated August 1, 2019.

C.A. Benson & Associates

ESTIMATE OF EXPOSURE TIME:

The subject property is an 8.5' x 50' section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 1 to 6 months.

PERMANENT INDEX NUMBER:

The subject is a section of unimproved alley, which has no permanent index number.

TOTAL 2021 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

According to FIRREA and the Uniform Standards of Professional Practice of the Appraisal Foundation, I am required to report and analyze any sale transactions involving the subject property during the past three years or any listing or pending sale transaction involving the subject property.

The subject is part of an unimproved alley under ownership by the Village of Hinsdale. This appraisal will be used as an estimate of market value for a possible sale of the property.

HIGHEST AND BEST USE ANALYSIS:

The subject consists of an 8.5' x 50' rectangular shaped portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

As indicated, the Sales Comparison Approach to Value will only be used.

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

Definition: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison.*

*Source: Page 255, *The Dictionary of Real Estate Appraisal*, Appraisal Institute, Fourth Edition.

C.A. Benson & Associates

SALES COMPARISON APPROACH TO VALUE - Continued

In order to estimate the market value of the subject property by the Sales Comparison Approach, I have analyzed the following sales.

1. **426 South Bruner Street, Hinsdale** was reported sold in September 2021 for \$400,000. This is a 50 foot by 123 foot parcel zoned R-4, containing 6,150 square feet. The sales price was equal to \$65.04 per square foot.

2. **19 South Adams Street, Hinsdale** was reported sold in May 2019 for \$400,000. This is a 50 foot by 125 foot parcel zoned R-4, containing 6,250 square feet. The sales price was equal to \$64.00 per square foot.

3. **630 South Bruner Street, Hinsdale** was reported sold in January 2019 for \$390,395. This is a 50 foot by 123 foot parcel zoned R-4, containing 6,150 square feet. The sale price was equal to \$63.48 per square foot.

4. **840 South Thurlow Street, Hinsdale** was reported sold in March 2021 for \$385,000. This is a 50 foot by 125 foot parcel zoned R-4, containing 6,250 square feet. The sale price was equal to \$61.60 per square foot.

Commentary

The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, two of the existing residences have been demolished. The sales transacted from March 2019 to September 2021. Paired sales analysis indicates no adjustments for market conditions were warranted. They sold from \$61.60 to \$65.04 per square foot and averaged \$63.53 per square foot for a buildable site. For this analysis, a base lot value of \$63.53 per square foot will be used.

The subject consists of a 425 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional rear site area above the standard size lot contributes at a rate of 45% of the base lot value. For this analysis, 45% of the \$63.53 base lot value or \$28.59 per square foot is indicated.

C.A. Benson & Associates

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$28.59 per square foot is indicated for the subject property.

425 square feet @ \$28.59 per square foot = \$12,150

INDICATED VALUE BY THE SALES COMPARISON APPROACH: \$12,000 (rd.)

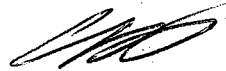
COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as-is" fee simple market value of the subject property as of March 28, 2022 was

<p>TWELVE-THOUSAND DOLLARS (\$12,000)</p>

Respectfully submitted,

C.A. BENSON & ASSOCIATES



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/23)

C.A. Benson & Associates

ASSUMPTIONS AND LIMITING CONDITIONS

1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

C.A. Benson & Associates

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

C.A. Benson & Associates

CERTIFICATION

I certify that, to the best of my knowledge and belief....

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinion, and conclusions are limited only by the reported assumptions and limiting conditions, are my personal, impartial, and unbiased professional analyses.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this certification.
- the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- as of the date of this report, I, Charles A. Benson, Jr., have completed the requirements under the Continuing Education Program of the Appraisal Institute.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/23)

C.A. Benson & Associates

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

University of Wisconsin, Madison, B.B.A., 1974
Majored in Real Estate and Urban Land Economics

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989)
A.I.R.E.A. Course VIII (1978)
Standards of Professional Practice - Parts A & B, Appraisal Institute 1998
USPAP Update – 2020-2021

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations; Appraisal of Retail Properties; Industrial Valuation: Conditions of the Chicago Real Estate Market, 2012; Fair Lending and the Appraiser; Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation – Undivided; Forecasting Revenue; Illinois Appraiser's Update – 2004 thru 2019 and 2021; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions; The Discounted Cash Flow Model: Concepts, Issues and Applications and Online Comparative Analysis.

EXPERIENCE

Actively engaged in the real estate appraisal business since 1975; has made appraisal of thousands of properties of various types including single family residences, apartment buildings, commercial, industrial, special use properties and vacant land.

CLIENTS

Appraisal clients include: Inland Bank, American Metro Bank, FNBC - LaGrange, Town Center Bank, Cathay Bank, Pacific Global Bank, Spectrum Business Resources, LLC, United Trust Bank, The Village of Hinsdale, attorneys, individuals, corporations and others.

Qualified as an expert witness for the Circuit Court of Cook County and the Circuit Court of DuPage County.

AFFILIATIONS

- The Appraisal Institute - Received SRA designation in April 1988.
- Holds State of Illinois Real Estate Managing Broker's License #471.011778.
- Member of the Mainstreet Organization of Realtors.
- State Certified General Real Estate Appraiser, State of Illinois, License No. 553.000387.

C.A. Benson & Associates

ADDENDUM

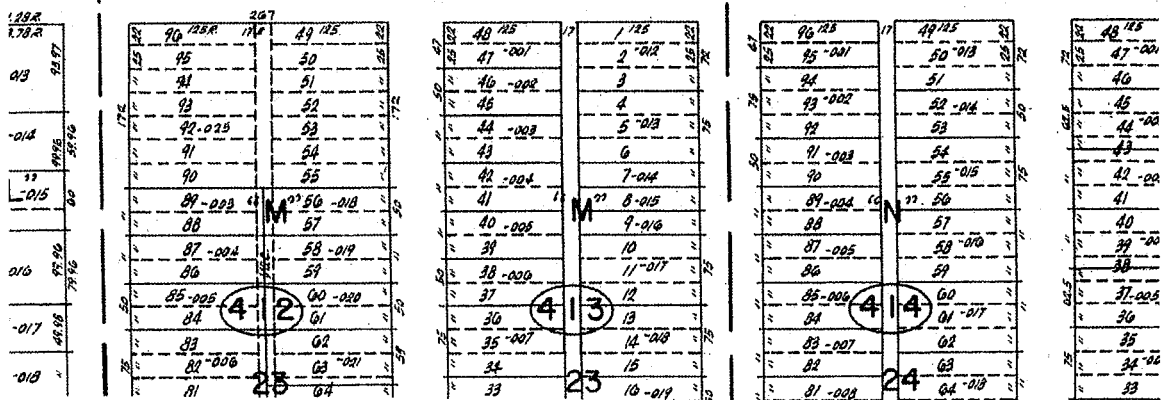
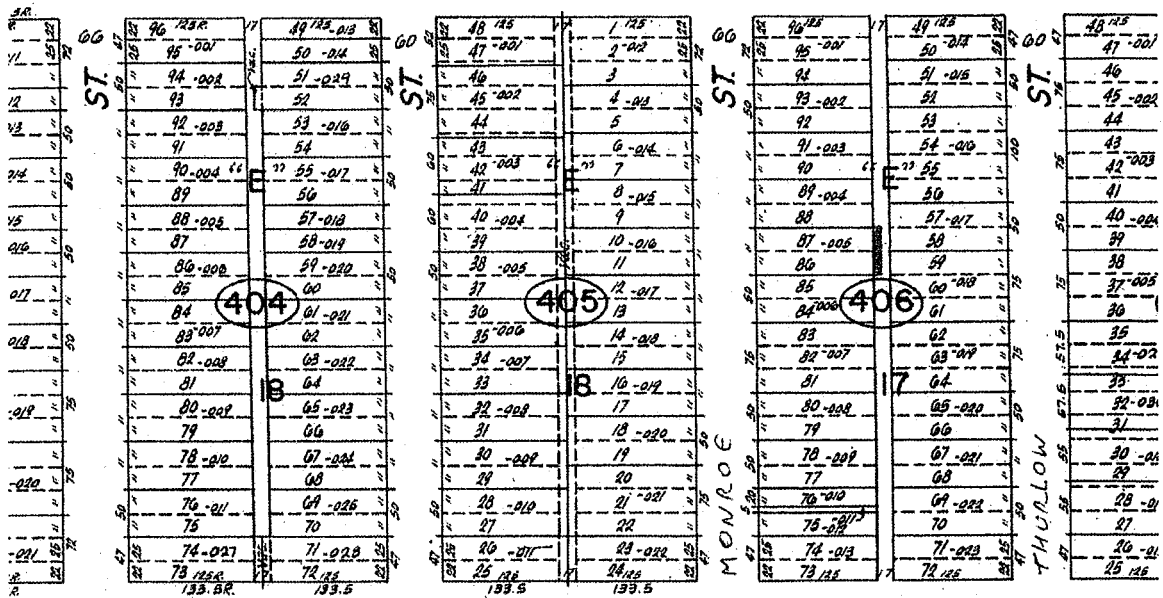
Sidwell Map

C.A. Benson & Associates

SIDWELL MAP (Subject Shaded in Red)

9-11B

6th



Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: Alley vacation west of 630 South Bruner Street
MEETING DATE: April 26, 2021
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve “An ordinance authorizing the vacation of a certain portion of an unimproved alley situated west of and adjoining 630 South Bruner Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois” at a purchase price of \$11,000.”

Background

The resident at 630 South Bruner Street has expressed an interest in purchasing the portion of the alley west of and adjacent to their property.

Discussion & Recommendation

Staff has reviewed the infrastructure requirements for this alley. There are no current infrastructure conflicts on this alley. The alley has previously had vacations approved. This alley is not used for vehicle traffic. There are no plans for providing vehicular traffic on this alley right of way in the future. There are ComEd overhead lines within this alley. Staff recommends approval of the vacation.

A plat of vacation will be prepared upon approval of this request for recording at DuPage County. To allow for current and potential future utility use of the alley, the plat of vacation will include a utility and drainage easement across the vacated area.

Budget Impact

Included is the appraisal report establishing a fair market value for the vacated property. The appraisal established the value of the property at approximately \$28.59 per square foot. The property to be vacated contains an area of +/-375 square feet. The total appraised value of the property is \$11,000.

Village Board and/or Committee Action

According to policy, this item is presented as a routine item.

Documents Attached

1. An ordinance authorizing the vacation of a certain portion of an unimproved alley situated west of and adjoining 630 South Bruner Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a purchase price of \$11,000.
2. Appraisal Report, An 7.5' x 50' portion of the unimproved alley situated west and adjoining 630 South Bruner Street, Hinsdale, IL 60521.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN
PORTION OF AN UNIMPROVED ALLEY SITUATED WEST OF AND
ADJOINING 630 SOUTH BRUNER STREET IN THE VILLAGE OF HINSDALE,
DUPAGE AND COOK COUNTIES, ILLINOIS**

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village") is a duly authorized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the property owner of 630 South Bruner Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-402-020 has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.* (2007) (the "Code"), authorizes the Village to determine whether or not the public interest is served by vacating an alley, or part thereof, within its corporate boundaries, by an ordinance duly adopted by the affirmative vote of three-fourths of the trustees then holding office; and

WHEREAS, the Code further provides that upon vacation of an alley, or any part thereof, by the Village, title to the vacated property vest in the then owner or owners of land abutting thereon; and

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Corporate Authorities") have determined that the relief to the public from the further burden and responsibility of maintaining a certain portion of the alley, as more fully described below, and to return said portion to the tax rolls for the benefit of all taxing bodies is in the public interest.

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

Section 1. Recitals Incorporated. The above recitals and findings are incorporated herein and made a part hereof.

Section 2. Vacation of Unimproved Alley. Pursuant to the terms of this Ordinance, the Village shall vacate a rectangular portion approximately 7.5' x 50' of the unimproved alley situated west of and adjoining 630 South Bruner Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 62 and 63 in Block 19 in the Resubdivision of Blocks 9 to 20 in Stough's Second Addition to the Village of Hinsdale, being a subdivision in the East 1/2 of Section 11, Township 38 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

P.I.N. 09-11-402-020

Section 3. Plat of Vacation Approved. The Plat of Vacation, a copy of which is attached hereto as Exhibit A and made a part hereof, is approved.

Section 4. Conditions of Vacation. The Subject Property is vacated subject to any existing easement of public record for any public or private utility for the maintenance, renewal and construction or reconstruction of public and private utilities and that the Village reserves unto itself as a corporate municipality and to any public utility, its successors or assigns, the right to maintain and relocate any respective facilities in, under, across and along those parts of the public alley as herein vacated, with the right of access thereto at all times for any and all such purposes as may be reasonably required for the construction, maintenance and efficient operation of said equipment pursuant to any existing easement of public record.

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 630 South Bruner Street, Hinsdale, Illinois upon the payment of eleven thousand dollars (\$11,000.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

Section 6. Execution of Documents. The Village President, Village Clerk and all other officials are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record this Ordinance and the Plat of Vacation with the applicable county recorder of deeds upon the payment of the consideration set forth in Section 5 of this Ordinance.

Section 7. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. 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 26th day of April, 2022.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2022

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

APPRAISAL REPORT

AN 7.5' X 50' PORTION OF THE UNIMPROVED
ALLEY SITUATED WEST AND ADJOINING
630 SOUTH BRUNER STREET
HINSDALE, IL 60521

Prepared For

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Prepared By

C.A. Benson & Associates
802 Country Club Drive
La Grange, IL 60525

C.A. BENSON & ASSOCIATES
802 Country Club Drive - La Grange, IL 60525
P.O. Box 157 - La Grange, IL 60525
(708) 352-6056 Fax (708) 352-6070

March 30, 2022

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Re: Appraisal of a 7.5'x 50' portion of unimproved
alley situated west and adjoining 630 South Bruner
Street, Hinsdale, IL 60521

Dear Mr. Deeter:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as-is" market value of the fee simple interest. The property was inspected on March 28, 2022, which is the effective date of this valuation.

The property consists of a 7.5' by 50' portion of unimproved alley located west and adjoining 630 South Bruner Street, Hinsdale, Illinois. It contains 375 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as-is" Market Value of the subject property as of March 28, 2022 was

<p>ELEVEN-THOUSAND DOLLARS (\$11,000)</p>

This Appraisal Report, presented in a summary format, is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

C.A. Benson & Associates

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide my best estimate of the market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institutions regulatory agencies as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f))

INTENDED USE: The function of this appraisal is to assist the Village of Hinsdale with a possible sale of the subject.

INTENDED USER: The intended user of this appraisal report is the Village of Hinsdale.

INTEREST VALUED: Fee simple

DATE OF INSPECTION: March 28, 2022

EFFECTIVE DATE OF VALUE: March 28, 2023

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, I have

- Inspected the subject property;
- Examined the Sidwell Plat Book to obtain the size of the subject;
- Reviewed Public Records, Flood Hazard Rate Map and pertinent real estate tax and zoning information.
- Gathered and confirmed information on comparable sales;
- Applied the Sales Comparison Approach to Value to arrive at an indicated value.

This Appraisal Report is a recapitulation of my data, analyses and conclusions. Supporting documentation is retained in my file.

COMPETENCY OF THE APPRAISER: The appraiser has the appropriate knowledge and experience to complete this assignment competently as illustrated by the Qualifications of the Appraiser statement contained within this report.

C.A. Benson & Associates

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: The subject property is situated in the Village of Hinsdale, approximately 20-miles southwest of the City of Chicago's Central Business District. Hinsdale is bordered by Oak Brook to the north, Burr Ridge to the south, Western Springs to the east and Clarendon Hills to the west.

Hinsdale is a residential community that has a population of 17,710 residents as of 2019 and a median household income of \$203,368 (2019). Over the past 12-months, the average sale price of a single-family residence in Hinsdale was \$1,231,020, which is 4.3% higher than the prior 12-month average sale price of \$1,179,796. This is indicative of moderately improving market conditions and minimal effect of Covid-19 on the housing market. However, due to the conflict in Ukraine and the sanctions against Russia, stabilization in the housing market is probable.

Hinsdale is a substantially built-up community and is one of the communities in the Southern DuPage County suburbs, which include Burr Ridge, Clarendon Hills, Darien, Downers Grove, Glen Ellyn, Lisle, Naperville, Oak Brook, Oakbrook Terrace, Warrenville, Westmont, Wheaton, Willowbrook, Winfield and Woodridge. The majority of these are mid-aged to older established communities that have reached maturity. Redevelopment of new single-family residences is occurring in Hinsdale, Clarendon Hills and Downers Grove on sites where older residences have been demolished. The overall composition of the area provides most amenities such as adequate employee base, established commercial/residential areas and municipal services, educational facilities, etc. The area hospitals include Good Samaritan, La Grange Community and Hinsdale. Hinsdale has a thriving central business district and the Oak Brook Center and Yorktown Center regional shopping malls are in nearby driving distance.

The major transportation systems include the North-South Tollway (I-355), the Tri-State Tollway (I-294) and the East-West Tollway (I-88). In addition, the Metra Commuter Trains and Pace Buses service Hinsdale.

More specifically, the subject property is located in the southwest section of Hinsdale. The immediate area is approximately 99% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$380,000 for smaller existing single-family residences to in excess of \$1,800,000 for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

Overall, the community of Hinsdale and the subject neighborhood are stable without any land changes anticipated with the exception of residential development of new single residents on lots that were previously improved with older homes. The strengths of the community include the viable central business district, the good community services, ample shopping, proximity to major transportation systems and the historically strong demand for residential, retail and office properties.

Property Description: The subject property is the east 7.5' of a 15' wide unimproved alley. It has a width of 50', which is equal to the width of the adjoining residence located at 630 South Bruner Street. It is rectangular in shape and has a calculated area of 375 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0187J, dated August 1, 2019.

C.A. Benson & Associates

ESTIMATE OF EXPOSURE TIME:

The subject property is a 7.5' x 50' section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 1 to 6 months.

PERMANENT INDEX NUMBER:

The subject is a section of unimproved alley, which has no permanent index number.

TOTAL 2021 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

According to FIRREA and the Uniform Standards of Professional Practice of the Appraisal Foundation, I am required to report and analyze any sale transactions involving the subject property during the past three years or any listing or pending sale transaction involving the subject property.

The subject is part of an unimproved alley under ownership by the Village of Hinsdale. This appraisal will be used as an estimate of market value for a possible sale of the property.

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*Source: Page 255, *The Dictionary of Real Estate Appraisal*, Appraisal Institute, Fourth Edition.

C.A. Benson & Associates

SALES COMPARISON APPROACH TO VALUE - Continued

In order to estimate the market value of the subject property by the Sales Comparison Approach, I have analyzed the following sales.

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Commentary

The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, two of the existing residences have been demolished. The sales transacted from March 2019 to September 2021. Paired sales analysis indicates no adjustments for market conditions were warranted. They sold from \$61.60 to \$65.04 per square foot and averaged \$63.53 per square foot for a buildable site. For this analysis, a base lot value of \$63.53 per square foot will be used.

The subject consists of a 375 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional rear site area above the standard size lot contributes at a rate of 45% of the base lot value. For this analysis, 45% of the \$63.53 base lot value or \$28.59 per square foot is indicated.

C.A. Benson & Associates

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$28.59 per square foot is indicated for the subject property.

375 square feet @ \$28.59 per square foot = \$10,721

INDICATED VALUE BY THE SALES COMPARISON APPROACH: \$11,000 (rd.)

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as-is" fee simple market value of the subject property as of March 28, 2022 was

<p>ELEVEN-THOUSAND DOLLARS (\$11,000)</p>

Respectfully submitted,

C.A. BENSON & ASSOCIATES



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/23)

C.A. Benson & Associates

ASSUMPTIONS AND LIMITING CONDITIONS

1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

C.A. Benson & Associates

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

C.A. Benson & Associates

CERTIFICATION

I certify that, to the best of my knowledge and belief....

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinion, and conclusions are limited only by the reported assumptions and limiting conditions, are my personal, impartial, and unbiased professional analyses.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this certification.
- the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- as of the date of this report, I, Charles A. Benson, Jr., have completed the requirements under the Continuing Education Program of the Appraisal Institute.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/23)

C.A. Benson & Associates

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

University of Wisconsin, Madison, B.B.A., 1974
Majored in Real Estate and Urban Land Economics

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989)
A.I.R.E.A. Course VIII (1978)
Standards of Professional Practice - Parts A & B, Appraisal Institute 1998
USPAP Update – 2020-2021

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations; Appraisal of Retail Properties; Industrial Valuation: Conditions of the Chicago Real Estate Market, 2012; Fair Lending and the Appraiser; Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation – Undivided; Forecasting Revenue; Illinois Appraiser's Update – 2004 thru 2019 and 2021; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions; The Discounted Cash Flow Model: Concepts, Issues and Applications and Online Comparative Analysis.

EXPERIENCE

Actively engaged in the real estate appraisal business since 1975; has made appraisal of thousands of properties of various types including single family residences, apartment buildings, commercial, industrial, special use properties and vacant land.

CLIENTS

Appraisal clients include: Inland Bank, American Metro Bank, FNBC - LaGrange, Town Center Bank, Cathay Bank, Pacific Global Bank, Spectrum Business Resources, LLC, United Trust Bank, The Village of Hinsdale, attorneys, individuals, corporations and others.

Qualified as an expert witness for the Circuit Court of Cook County and the Circuit Court of DuPage County.

AFFILIATIONS

- The Appraisal Institute - Received SRA designation in April 1988.
- Holds State of Illinois Real Estate Managing Broker's License #471.011778.
- Member of the Mainstreet Organization of Realtors.
- State Certified General Real Estate Appraiser, State of Illinois, License No. 553.000387.

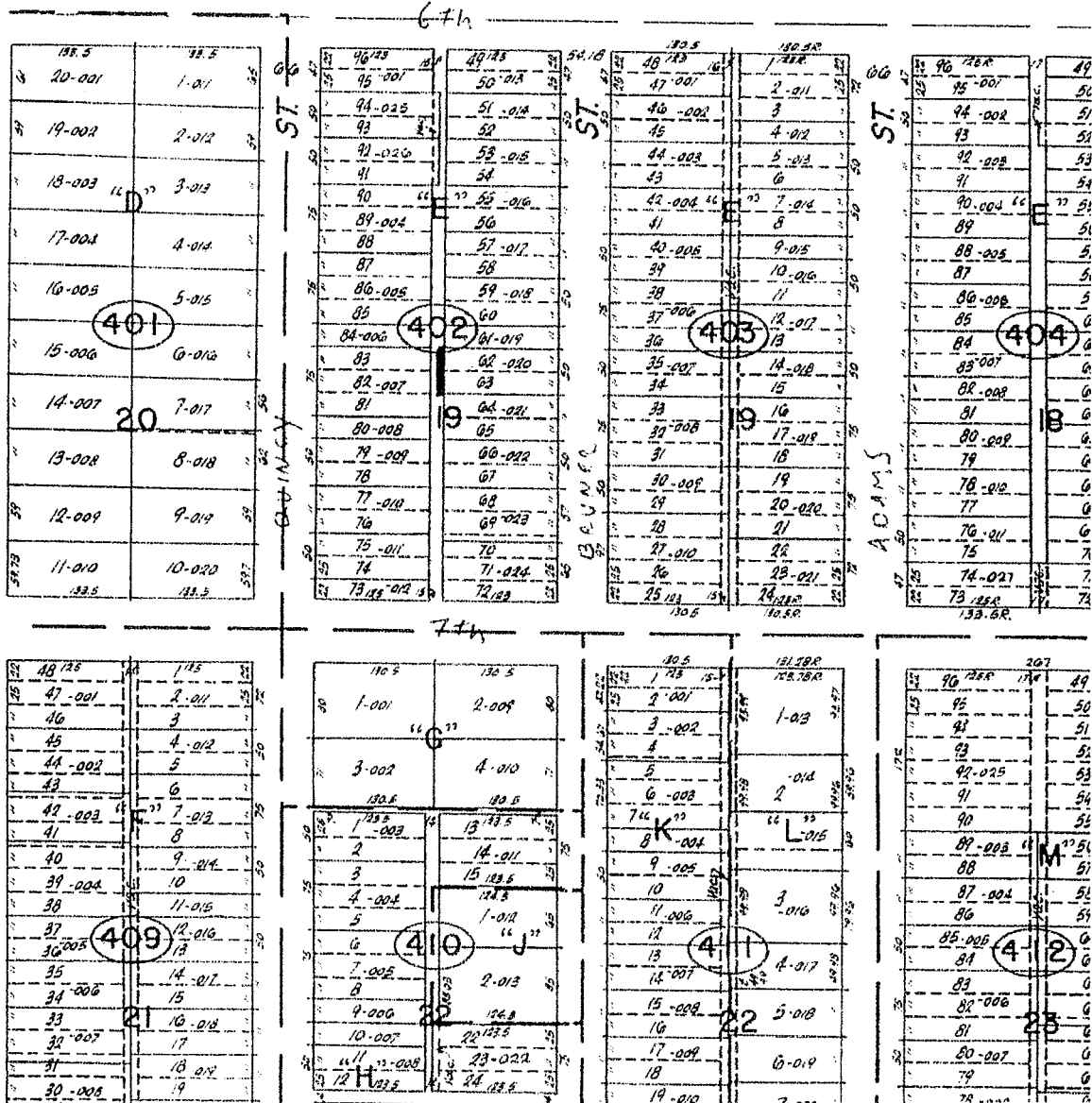
C.A. Benson & Associates

ADDENDUM

Sidwell Map

C.A. Benson & Associates

SIDWELL MAP (Subject Shaded in Red)



REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Bid #1684 – Tree Pruning

MEETING DATE: April 26, 2022

FROM: John Finnell, Superintendent of Parks and Forestry
Garrett Hummel, Management Analyst

Recommended Motion

Approve the award of Tree Pruning Bid #1684 to Smitty's Tree Service Inc. for tree pruning services in the amount not to exceed the budgeted amount of \$83,544.

Background

In March of 2022, Public Services Staff solicited sealed bids for tree pruning services on the Village's right-of-way. Staff published the bid package on Monday, March 21, 2022. Public Services staff distributed the bid package to seven vendors, published the bid on the Village's website and placed a legal ad in the Daily Herald. The bid opening was held on Tuesday, April 5, 2022 and the Village received two (2) competitive bids.

Discussion & Recommendation

Smitty's Tree Service, Inc. provided the lowest total bid (please see Attachment #1) for the three (3) year contract. Provided below is a breakdown of the three (3) year extended pricing provided by vendors. Smitty's has not provided tree pruning services to the Village of Hinsdale; however, they have provided similar services to the Villages of Oak Lawn and Flossmoor. Staff contacted references who all provided positive feedback regarding the quality of services provided by Smitty's.

Vendor	Smitty's Tree Service	Trees "R" Us
Three Year Extended Total	\$390,337.05	\$426,887.00

The contract term is for a 3-year period at a fixed unit cost and runs from November 1, 2022 until April 1, 2025. The contract crosses over budget years, with the majority of tree pruning occurring between November and end of April. Approval of Year 1 will authorize work to be conducted from November 22' through April 23'. Staff recommends the Board approve Year 1 of the contract.

Budget Impact

Included in the CY 2022 Public Service Forestry Budget (4300-7259) is \$83,544 for contracted tree pruning, emergency tree pruning and storm response expenses. This bid is designed to establish fixed unit costs per inch for tree pruning. Based on the prices received, staff will be able to adjust the amount of tree pruning work performed to stay under the budgeted amount.

Following the initial year of service, Public Services staff will return for approval from the Board of Trustees to continue with the second year of the contract dependent on funding and adequate performance from Smitty's.

Village Board and/or Committee Action

Per the Village's approved meeting policy, this award is included on the Consent Agenda without the benefit of a First Reading because it meets the definition for a routine item: it is included in the approved budget, is under budget, and is less than \$100,000.

Documents Attached

1. Smitty's Tree Service Inc. Proposal
2. Tree Pruning Bid #1684 – Bid Tabulation

PRICING PROPOSAL - TREE PRUNING - RFP 1684

1. Pruning Per Specification:

Item No	Item Description Diameter classes (DBH)	Estimated Quantities (trees)	Estimated Total Diameter (DBH)	Unit Price (per DBH)	Extended Price
1	1-6 inches	0	0	\$	\$ 0
2	7-14 inches	2,003	21386	\$ 3.93	\$ 84,046.98
3	15-24 inches	2,067	39,070	\$ 4.23	\$ 165,266.10
4	25-36 inches	892	26,054	\$ 4.23	\$ 110,208.42
5	37 inches and greater	176	7,285	\$ 4.23	\$ 30,815.55
TOTAL BASE BID					\$ 390,337.05

2. Cost For Demand Hourly Services (non-emergency); The Contractor shall provide tree removal assistance for Demand Hourly Services (non-emergency) per specifications shown in this RFP.

During Normal Working Hours: \$ 250.00
Per Employee Hour (includes equipment and wood disposal)

3. Cost For Emergency Hourly Services: The Contractor shall provide tree removal assistance for Emergency Service per specifications shown in the RFP.

During Normal Working Hours: \$ 300.00
Per Employee Hour (includes equipment and wood disposal)

Outside Normal Working Hours: \$ 350.00
Per Employee Hour (includes equipment and wood disposal)

The Contractor affirms that the prices quoted above include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits and all other appurtenances, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and

EXCEPTIONS TAKEN: ☐ NO ☐ YES (List below)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

Do you currently hold any VILLAGE contracts? ☐ NO ☒ YES (list below)

VILLAGE OF OAK LAWN

VILLAGE OF FLOSSMOOR

ISA Arborist Certification numbers included: ☐ NO ☒ YES (List below)

CHARLES SCHUTT IL-745A

CHAZ SCHUTT IL-9381A

IDOA EAB Compliance Agreement attached? ☒ NO ☐ YES

IDOA Thousand Cankers Disease Compliance Agreement attached? ☒ NO ☐ YES

NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your proposal to be disqualified. Submit proposals by SEALED ENVELOPE ONLY. Fax and e-mail proposals are not acceptable and will not be considered.

**TREE PRUNING
REQUEST FOR PROPOSAL NO. 1684
BID PROPOSAL**

We hereby agree to furnish to the VILLAGE of Hinsdale, IL all necessary materials, equipment, labor, etc. to complete **TREE PRUNING** in accordance with provisions, instructions shown, for the prices indicated, as follows:

1. CONTRACTOR INFORMATION

Company Name: SMITTY'S TREE SERVICE INC

Address: 12736 RIDGEWAY

City, State, Zip Code: ALSIP IL 60403

Bidder affirms that the prices quoted above include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits and all other appurtenances, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the RFP and Contract Documents.

Note: It is the VILLAGE'S intention to award this contract to the lowest responsible and eligible Bidder based on the cost of the Total Bid Proposal. The VILLAGE also reserves the right to reject any or all proposals, and to waive technicalities in the bid/award process.

Signed on this 4TH day of APRIL, 2022.

If an individual or partnership, all individual names of each partner shall be signed:

By : _____

Print Name..... : _____

Position/Title..... : _____

By : _____

Print Name..... : _____

Position/Title..... : _____

Company Name : _____

Address line 1... : _____

Address line 2... : _____

E-Mail Address . : _____

Telephone : _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By

Charles Schutt

Print Name

CHARLES SCHUTT

Position/Title

PRESIDENT

Company Name

SMITTY'S TREE SERVICE, INC.

Address line 1

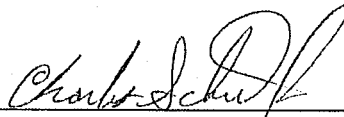
12736 S. RIDGEWAY

Telephone

708-385-2814

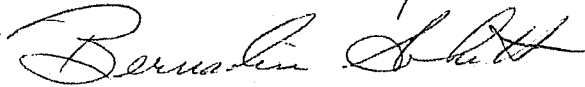
**BIDDER'S CERTIFICATION FORM
TREE PRUNING
REQUEST FOR PROPOSAL NO. 1684**

SMITTY'S TREE SERVICE, INC. (Name of Bidder), having submitted a proposal for a contract for **TREE PRUNING** to the VILLAGE of Hinsdale, IL hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: 
Authorized Agent of BIDDER

Subscribed and sworn to before me this 5th day of April, 2022

Notary Public:



OFFICIAL SEAL
Bernadine Schutt
Notary Public of Illinois
My Commission Expires
March 8, 2023

Village of Hinsdale - Public Services			Smitty's Tree Service	Tree "R" Us, Inc.
PROJECT NUMBER:	1684			
PROJECT NAME:	Tree Pruning			
BID OPENING DATE:	April 5, 2022			
			31745 N. Allegany Road Grayslake, IL 60030	P.O. Box 6014 Wauconda, IL 60084
			Cashier's Check	Bid Bond

Item No.	Description	Unit	Unit Price	Extended Total	Unit Price	Extended Total
1	1-6"	0	0.00	\$ -	0.00	\$ -
2	7-14"	21386	3.93	\$ 84,046.98	4.25	\$ 90,890.50
3	15-24"	39070	4.23	\$ 165,266.10	4.50	\$ 175,815.00
4	25-36"	26054	4.23	\$ 110,208.42	4.75	\$ 123,756.50
5	37 and Greater	7285	4.23	\$ 30,815.55	5.00	\$ 36,425.00
6	Demand Hourly Services	Hourly	250.00		115.00	
7	Emergency Hourly Normal	Hourly	300.00		135.00	
8	Emergency Hourly OT	Hourly	350.00		165.00	
Total Bid				\$ 390,337.05		\$ 426,887.00



REQUEST FOR BOARD ACTION

AGENDA SECTION:

Police Department

Consent Agenda - ZPS

SUBJECT: Ordinance establishing time zone parking in the Central Business District (CBD)

MEETING DATE: April 26, 2022

FROM: Brian King, Chief of Police

Recommended Motion

Approve an Ordinance Amending Various Sections in Title 6 (Motor Vehicles and Traffic) of the Village code of Hinsdale Relative to the Creation of a Central Business District Time Limit Parking Zone.

Background

Village staff was asked to evaluate the parking in the CBD to determine if there were opportunities to make modifications to the existing parking administration and enforcement consisting of parking meters. The purpose of parking meters is to create turnover in the CBD so there is available parking for use by shoppers. The meters have never been an effective deterrent in creating turnover and the CMAP parking study commission by the Village estimates that up to 30% of the metered parking spaces are taken up by merchants or their employees. Meter fees of 25 cents an hour do not create an effective deterrent to meter feeding by business owners and employees.

Discussion

Staff recommends the creation of Time Zone parking in the Central Business District in lieu of the meters. The time zone will be set at 3 hours. The ordinance allows the Police Chief in consultation with the Village Manager to set 15 minute time zones in the Central Business District to accommodate short term parking. The enforcement period for the time zone will be from 7am to 6pm

Budget Impact

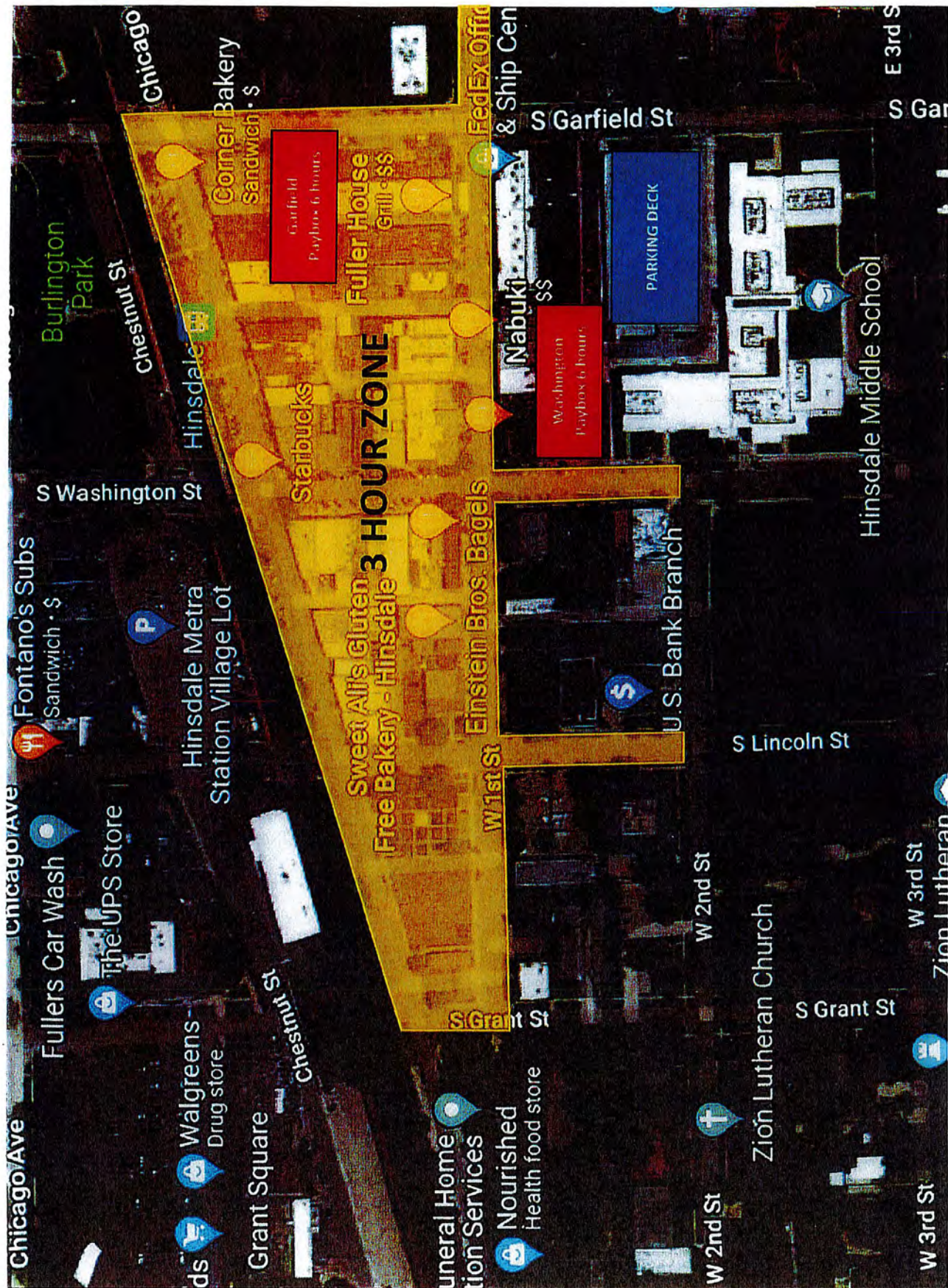
The installation of new signage and bags to cover the existing meters is estimated at 5K.

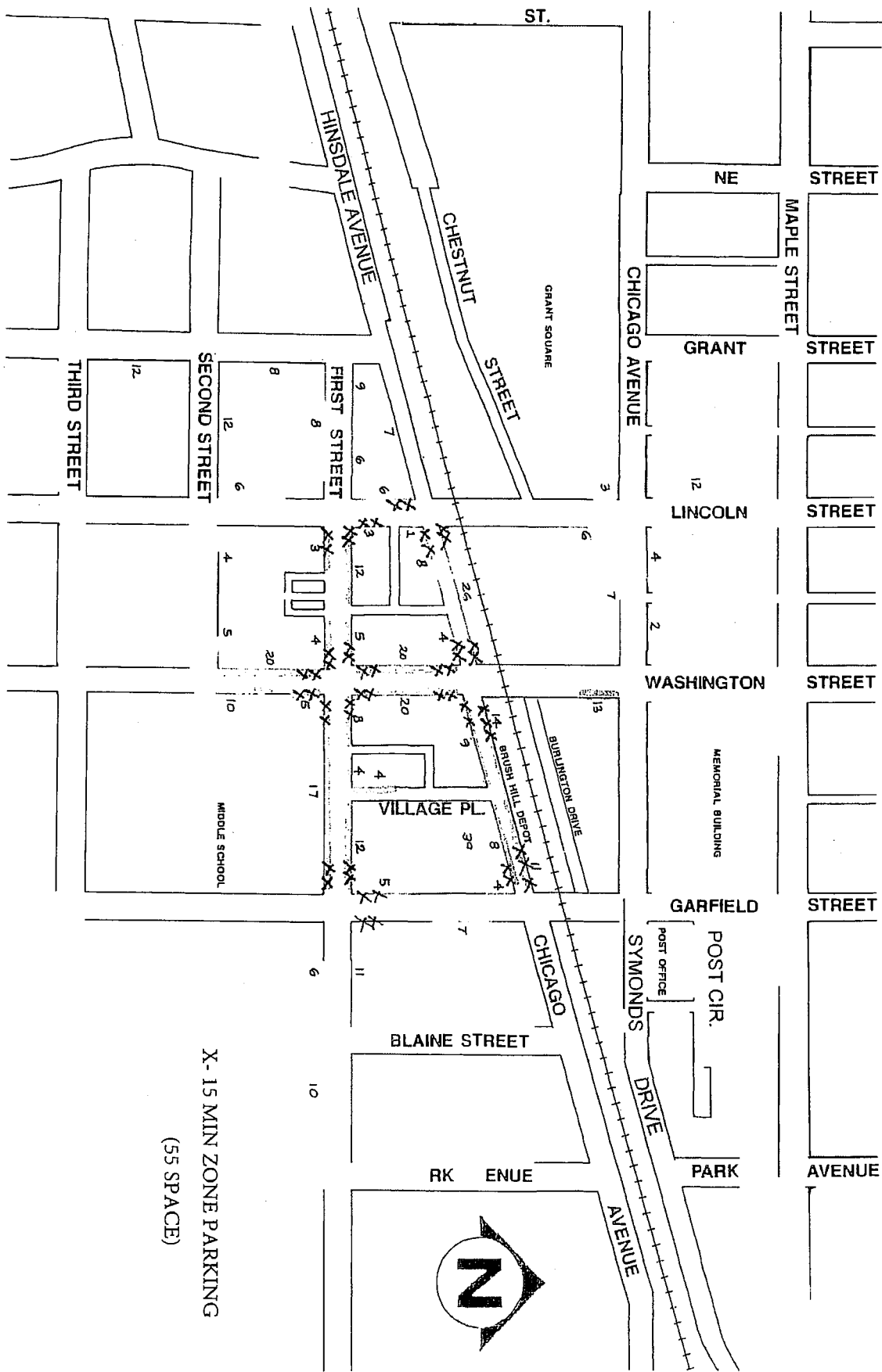
Village Board and/or Committee Action

At their meeting of April 12, 2022, the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

1. 3 Hour Zone Parking Map
2. Map of fifteen minute parking spaces
3. Amended Ordinance





X-15 MIN ZONE PARKING
(55 SPACE)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS IN TITLE 6 (MOTOR VEHICLES AND TRAFFIC) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO THE CREATION OF A CENTRAL BUSINESS DISTRICT TIME LIMIT PARKING ZONE

WHEREAS, the Village of Hinsdale (the "Village") is a non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 7 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village anticipates that it will cease the use of metered parking in the downtown Business District as of June 1, 2022; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents and businesses, to further amend the Village Code to provide a three-hour timed parking limit in the Business District, to be known as the Central Business District Time Limit Parking Zone.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into Section 1 of this Ordinance by this reference.

SECTION 2: Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking), Section 4 (Limited Parking Zones) of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

6-6-4: LIMITED PARKING ZONES:

A. The areas designated in schedule IX, section 6-12-9 of this title, are hereby established and designated as "limited parking zones". In these zones, no person shall stop, stand or park any vehicle in any such area between the hours specified on any day for a greater period of time than provided in said schedule IX, section 6-12-9 of this title.

B. Central Business District Time Limit Parking Zone.

1. The Central Business District Time Limit Parking Zone shall be regarded as all on-street parking subject to time limitations on the following streets.

Garfield between Hinsdale Avenue and First Street

First Street, between Blaine Street and Grant Street;

Washington Street, between Hinsdale Avenue and 2nd Street;

Hinsdale Avenue, between Garfield and Lincoln;

Hinsdale Avenue, between Lincoln and Grant-southside of the street only.

Lincoln Street between Hinsdale Avenue and 2nd Street.

2. The Village shall post signs or legends or notices at or near parking areas within the Central Business District Time Limit Parking Zone indicating the maximum allowed time that parking is permitted within the Zone, and the hours between which such maximum allowed time limitations apply. Prior to expiration of the maximum amount of permitted parking time, the operator of a vehicle parked within the Zone shall promptly remove said vehicle from the Central Business District Time Limit Parking Zone. No person shall move said vehicle directly to another parking space in the Central Business District Time Limit Parking Zone, or otherwise park said vehicle for a consecutive period of time elsewhere in the Central Business District Time Limit Parking Zone. Notwithstanding the foregoing, the Chief of Police, in consultation with the Village Manager, may erect signs establishing fifteen (15) minute parking spaces within the Central Business District Time Limit Parking Zone, and the use of such spaces in accordance with the fifteen (15) minute limit shall not count against the maximum allowed time for parking within the Zone. Nothing in this subsection shall relieve any person from the duty to obey other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times, as provided in this chapter or as may be indicated on official signs posted by the Village.

SECTION 3: Title 6 (Motor Vehicles and Traffic), Chapter 7 (Parking Meters), Section 6 (Deposit of Coins) of the Hinsdale Village Code, is hereby amended to read in its entirety as follows:

6-7-6: DEPOSIT OF COINS:

Any person desiring to park any vehicle within such parking meter space shall deposit the proper coins for the time desired as follows:

A. Meter Rates: A person parking any vehicle in the parking metered space with a duration greater than thirty (30) minutes shall deposit the proper coins for the time desired at the rate of twenty five cents (\$0.25) for sixty (60) minutes. Durations less than thirty (30) minutes shall be at the rate of five cents (\$0.05) for thirty (30) minutes.

B. Schedule Of Maximum Times Allowed:

Location	From	To	Side	Maximum Duration
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Burlington Drive	Washington	Garfield	South	120 min.
Chicago Avenue	Lincoln	Washington	North & south	120 min.
Garfield lot	Village Place	Garfield	North & south	120 min.
Garfield Street	Hinsdale	First	East	120 min.
Garfield Street	Hinsdale	First	West	120 min.
Highlands lot				720 min.
Hillgrove	Oak	County line	South	720 min.
Hinsdale Avenue	Grant	Lincoln	South	240 min.
Hinsdale Avenue	Lincoln	Washington	North & south	120 min.
Hinsdale Avenue	Washington	Garfield	North & south	12, 120 min.
Lincoln Street	Chicago	Hinsdale	West & east	120 min.
Lincoln Street	Hinsdale	First	West & east	120 min.
Lincoln Street	Maple	Chicago	West	540 min.
Lincoln Street	First	Second	West	240 min.
Village Place	Hinsdale	First	West	120 min.
Washington Street	Chicago	Hinsdale	East	540 min.
Washington Street	Hinsdale	First	East	12, 120 min.
Washington Street	Hinsdale	First	West	120 min.
Washington Street	First	Second	West	12, 120 min.
Washington Street	First	Third	East	120 min.
First Street	Garfield	Blaine	North	240, 540 min.
First Street	Garfield	Blaine	South	120 min.
First Street	Grant	Lincoln	North	240, 120 min.
First Street	Grant	Lincoln	South	240 min.
First Street	Lincoln	Washington	North & south	120 min.
First Street	Washington	Garfield	North & south	120 min.
Second Street	Lincoln	Washington	North	120 min.
Second Street	Lincoln	Washington	South	240, 120 min.

SECTION 4: Title 6 (Motor Vehicles and Traffic), Chapter 12 (Traffic Schedules), Section 10 (Schedule X; Parking Meter Zones) of the Hinsdale Village Code is hereby amended to read in its entirety as follows:

6-12-10: SCHEDULE X; PARKING METER ZONES:

Parking Meter Zones	Type Of Parking Required Within Parking Meter Zones	Maximum Number Of Consecutive Minutes Of Parking Permitted
CHICAGO AVENUE, north and south sides, Washington Street to Lincoln Street	Parallel	60 minutes
COUNTY LINE ROAD, east side, Hillgrove Avenue 200 feet north	Angle	720 minutes
GARFIELD PARKING LOT	Parallel	120 minutes
GARFIELD STREET, east side, first 9 spaces north of First Street, provided parking shall not be permitted between the hours of 12:00 midnight and 9:00 A.M.	Parallel	60 minutes
GARFIELD STREET, west side, north $\frac{1}{2}$ of block from Hinsdale Avenue to First Street	Parallel	60 minutes
GARFIELD STREET, west side, south $\frac{1}{2}$ of block from Hinsdale Avenue to First Street	Parallel	120 minutes
HIGHLANDS STATION PARKING LOT	Angle	720 minutes
HILLGROVE AVENUE, south side, Oak Street to County Line Road	Parallel	720 minutes
HINSDALE AVENUE, north side, adjoining Brush Hill Depot	Parallel	60 minutes
HINSDALE AVENUE, north side, adjoining Burlington Northern ticket office	Parallel	15 minutes
HINSDALE AVENUE, north side, Garfield Street to Washington Street and 15 easterly meters on Hinsdale Avenue, north side from Washington Street to Lincoln Street	Angle	120 minutes
HINSDALE AVENUE, north side, Grant Street to 2 spaces west of Vine Street	Angle	540 minutes
HINSDALE AVENUE, north side, Lincoln Street to Grant Street, except first 28 spaces west of Lincoln Street	Angle	720 minutes
HINSDALE AVENUE, north side, Vine Street to Grant Street	Parallel	720 minutes
HINSDALE AVENUE, north side, Washington Street to Lincoln Street	Angle	120 minutes

HINSDALE AVENUE, south side, Garfield Street to Lincoln Street	Parallel	60 minutes
HINSDALE AVENUE, south side, Lincoln Street to Grant Street	Angle	240 minutes
LINCOLN STREET, east and west sides, Burlington Northern Railroad tracks to Chicago Avenue (provided 1 meter on the east side of Lincoln Street shall be 15 minutes)	Parallel	60 minutes
LINCOLN STREET, east side, Burlington Northern Railroad right of way to First Street	Parallel	120 minutes
LINCOLN STREET, east side, Chicago Avenue to First Street except from the Burlington Northern Railroad right of way to a point 180 feet north of the north track	Parallel	120 minutes
LINCOLN STREET, west side, First Street to Second Street	Parallel	240 minutes
LINCOLN STREET, First Street, northeast corner (2 spaces)	Parallel	60 minutes
VILLAGE PLACE, east and west sides, Hinsdale Avenue to First Street (1 space only on east side)	Parallel	120 minutes
VILLAGE PLACE, east side, first 2 meters south of Hinsdale Avenue	Parallel	15 minutes
VILLAGE PLACE, east side, Hinsdale Avenue to First Street (center spaces)	Angle	720 minutes
WASHINGTON STREET, east and west sides, First Street to Hinsdale Avenue	Angle	Combination
Northerly 2 meters, both sides at Hinsdale Avenue	Angle	15 minutes
Remainder of block	Angle	60 minutes
WASHINGTON STREET, east and west sides, First Street to Second Street	Angle	Combination
Washington Street, east side, south of First Street, first 5 meters	Angle	60 minutes
Washington Street, east side, south of First Street, southerly 7 meters	Angle	120 minutes
Washington Street, west side, south of First Street, first 12 meters	Angle	60 minutes

Washington Street, west side, south of First Street, southerly 9 meters	Angle	120 minutes
WASHINGTON STREET, east side, Burlington Drive to Chicago Avenue	Parallel	720 minutes
WASHINGTON STREET, east side, Burlington tracks to Chicago Avenue (no parking permitted 7:00 A.M. to 9:00 A.M.)	Parallel	540 minutes
FIRST STREET, Blaine to Garfield	Parallel	120 minutes
FIRST STREET, north and south sides, Garfield Street to Lincoln Street except in front of alleys between Lincoln Street and Washington Street	Parallel parking south side; angle parking north side	60 minutes
FIRST STREET, north side, Lincoln Street to Grant Street	Angle	240 minutes
FIRST STREET, south side, Lincoln Street to Grant Street, except from Grant Street to a point 160 feet east of Grant Street	Parallel	120 minutes

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 on June 1, 2022, following its passage, approval, and publication in the manner provided by law.

PASSED this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk



Administration

AGENDA SECTION: Second Reading – EPS

SUBJECT: Consideration of a Text Amendment to the Village Code regarding Outdoor Dining Regulations on the Village Right-of-Way and Review of the Outdoor Dining Design Standards

MEETING DATE: April 26, 2022

FROM: Bethany Salmon, Village Planner
Trevor Bosack, Assistant to the Village Manager

Recommended Motion

Approve an Ordinance Amending Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Section 5.1 (Commercial Use of Sidewalk Space) of the Village Code of Hinsdale relative to the Use of Streets and Sidewalks for Outdoor Dining Purposes.

Background

In response to the COVID-19 pandemic, the Village allowed for restaurants in the Central Business District (CBD) to utilize the Village's right-of-way, specifically in parking stalls, to offer outdoor dining. The ordinance that allowed for the temporary use of Village right-of-way for outdoor dining expired on December 31, 2021.

Since the conclusion of the 2021 outdoor dining season, staff has met with multiple community stakeholders to present information and solicit input on the future of outdoor dining in the CBD. The outreach has included meetings with the restaurant community, the CBD business community, the Chamber of Commerce, with Chairpersons of Village Commissions, and with the Village Board members.

To allow for the continued use of outdoor dining in the Village's right-of-way on streets or within parking spaces requires a text amendment to Section 7-1-5.1 of the Village Code, which currently regulates outdoor dining on sidewalks. Based on community input and research on programs provided by other municipalities, text amendment language to the Village Code, Outdoor Dining Design Standards, and a permit application packet have been drafted for review and consideration by the Village Board.

Discussion & Recommendation

Amending the relevant section of the Village Code would allow for outdoor dining to expand beyond the sidewalk and into the street as a temporary use, subject to Village Board approval and meeting program requirements. The text amendment, permit application packet, and Outdoor Dining Design Standards outlines the requirements and conditions as set forth by the Village if a business is interested in operating within the public right-of-way.

The Outdoor Dining Permit Application provides information on general requirements, submittal requirements, the review and approval process, and permit fees. An outdoor dining agreement must be signed by the applicant agreeing to the terms and conditions of the program and a hold harmless agreement.

The Outdoor Dining Design Standards document provides a framework for applicants to use as they develop their outdoor dining space in order to control for quality aesthetics and uniformity throughout the Central Business District. Standards are provided for furniture, including tables, chairs, and other elements. Of note, tents are proposed to be prohibited in the right-of-way for outdoor dining; however, tents can be allowed, via Village Board action, on private property through the temporary use application and application process as outlined in section 9-103 in the Zoning Code. Other shade structures may be allowed in the right-of-way, on a case-by-case basis, subject to Village Board approval. Lighting is another element listed in the design standards. Currently the Village is considering purchasing lights, assembling mounting poles, and installing café style lights in the outdoor dining locations. Similar to the holiday lights that adorn the CBD, the Village's involvement in the outdoor dining lighting will allow for consistency, uniformity, and controlled installation.

Businesses would be required to obtain approval of an outdoor dining permit, which essentially follows the temporary use process outlined in Section 9-103 of the Zoning Code. The approval process entails an application submittal to the Village for review, with final review and consideration by the Board of Trustees. Zoning cases require two reads by the Board, therefore the application process is anticipated to take approximately two months.

After a permit is issued by the Community Development Department, a business would be allowed to set up their outdoor dining area in accordance with the approved plans. The business must schedule and pass a final inspection by the Community Development Department and Fire Department prior to operating. At the end of the annual outdoor dining season, the business must remove all furniture and fixtures from the outdoor dining area. Unless otherwise determined by the Village Manager, the outdoor dining season shall extend from the beginning of April to the end of October each year.

An outdoor dining permit would be valid for the calendar year when the permit is approved and businesses must reapply each year. Business that have been granted prior approval for an outdoor dining area by the Village Board and are seeking to follow the previously approved outdoor dining plans may apply for a renewal of an outdoor dining permit with the Community Development Department on an annual basis. Any changes, additions, and/or modifications to an outdoor dining area after an application has been approved and a permit has been issued shall require a new application to be brought to the Village Board for review and approval.

Staff has included drafts of these documents for Village Board review. The text amendment to the Village Code references these documents and by approving the ordinance, the Village Board is authorizing staff to develop and distribute the application and design standard documents.

Budget Impact

The text amendment outlines permit fees that includes an annual permit application fee of \$100 and annual per table fees of \$25 per table for sidewalk dining and \$50 per table for right-of-way dining. The revenues generated would be commensurate with the applications received.

Village Board and/or Committee Action

At the March 15, 2022, Board of Trustees meeting, the Village Board was provided information and updates on the Outdoor Dining program as a discussion item. This item is coming forward as a First Reading.

At the April 12, 2022 Board of Trustees meeting, there was a discussion on outdoor heaters and it was suggested that large propane tanks not be allowed. Since the meeting, staff has revised the Outdoor Dining Design Standards (page 18) to specify that if propane heaters are used, all tanks must be fully enclosed and contained within the heater device to prohibit the use of large outdoor tanks. President Cauley noted that the proposed standards are a work in progress as this is the first year the program will be implemented by the Village. The standards and process may be amended in the future when the program is evaluated.

To be consistent with the Outdoor Dining Design Standards, the ordinance was revised to include language that alcohol may only be consumed by patrons seated at tables to prevent outdoor bar areas. A revision to the ordinance was also made to require establishments to be in good financial standing with the Village (no outstanding fines or debt due or owed) as one of the criteria for permit approval.

The Village Board authorized staff to start distributing the Outdoor Dining Permit Application and Outdoor Dining Design Standards documents to restaurants and assisting with the application process. Applications will be scheduled for upcoming Village Board meetings for review following submittal.

No public comments were provided at the meeting. The Village Board moved the item forward for a Second Reading.

Documents Attached

1. Draft Ordinance
2. Outdoor Dining Design Standards
3. Outdoor Dining Permit Application

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 7 (PUBLIC WAYS AND PROPERTIES),
CHAPTER 1 (STREETS AND SIDEWALKS), SECTION 5.1 (COMMERCIAL USE OF
SIDEWALK SPACE) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO THE
USE OF STREETS AND SIDEWALKS FOR OUTDOOR DINING PURPOSES**

WHEREAS, the President and Board of Trustees of the Village of Hinsdale ("Village") have previously adopted provisions authorizing the commercial use of sidewalk spaces pursuant to various requirements; and

WHEREAS, the President and Board of Trustees of the Village now desire to revise the existing requirements to reflect the adoption by the Board of Trustees of an expanded outdoor dining program (the "Code Amendments"); and

WHEREAS, the President and Board of Trustees of the Village find that it is in the best interests of the Village to enact the Code Amendments as set forth below.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into Section 1 of this Ordinance by this reference.

SECTION 2: Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Section 5.1 (Commercial Use of Sidewalk Space), is hereby amended to read in its entirety as follows:

7-1-5.1: COMMERCIAL USE OF STREET AND SIDEWALK SPACE FOR OUTDOOR DINING PURPOSES:

A. Use Authorized: Village dining establishments may, upon application and subject to approvals as required below, place or utilize tables and other structures related to outdoor dining in and on approved public sidewalks or other public right of way as a temporary outdoor dining use, for the purpose of facilitating consumption by members of the public of food and drinks, including, where applicable, alcoholic liquor.

B. Outdoor Dining Requirements and Conditions: The use of public sidewalks and other public right of way for outdoor dining use shall be permitted as a temporary use incidental to the operation of a restaurant on nearby private property and only under the following conditions:

1. No person shall use a public sidewalk or other public right of way for outdoor dining use without obtaining in advance a temporary outdoor dining permit from the Village;

2. Permit fees shall be as follows:

Application Fee (for all outdoor dining permits): \$100 fee;

Outdoor Dining on Sidewalks: \$25 per dining table;

Outdoor Dining on Streets: \$50 per dining table.

3. All permits issued under this section shall be temporary for an outdoor dining season term. The outdoor dining season shall run from April 1 through October 31 each year, subject to modification by the Village Manager for an individual year in his or her reasonable discretion;

4. Except as otherwise authorized by the Board of Trustees, all tables, chairs and other outdoor dining appurtenances shall be removed during the months of November to March or if required by the Village Manager at any other time;

5. All outdoor dining facilities shall comply with State, County and Village health codes and other regulations;

6. An outdoor dining use shall not unreasonably interfere with pedestrian or vehicular traffic in the area, as determined by the Director of Public Services;

7. An outdoor dining use shall not be detrimental to the health, safety or general welfare of persons residing or working near the approved outdoor dining area;

8. The operation of an outdoor dining use shall be permitted only during the hours as specified in the Village's Outdoor Dining Design Standards and other outdoor dining program documents or as otherwise approved by the Board of Trustees;

9. In no case shall the operation of an outdoor dining use reduce the open portion of public and private sidewalk to less than four feet (4') clear of all obstructions (i.e., street lighting, parking meter, traffic sign, tree well, bicycle rack, benches, trees, etc.);

10. The dining establishment shall maintain the sidewalk or other public right-of-way areas subject to the permit in a clean and safe condition at all times. Any

damage to public property as a result of the outdoor dining use shall be the responsibility of the dining establishment;

11. Outdoor dining tables, chairs and other appurtenances shall conform to any design criteria set forth in the Village's Outdoor Dining Design Standards and other outdoor dining program documents, or as otherwise approved by the Board of Trustees;

12. No permit for an outdoor dining use shall be issued to a person or establishment who has an outstanding fine, fee, penalty or other debt due and owing to the Village; and

13. Any other conditions judged by the Board of Trustees as necessary to protect the general welfare and assure that permits issued under this section shall benefit the general public.

C. Liquor Service: Where liquor service is approved as part of a temporary outdoor dining permit, the temporary outdoor dining use area of the dining establishment shall be regarded as an extension of the dining establishments existing licensed premises. The Village shall waive enforcement of subsection 3-3-26 of the Village Code prohibiting possession and consumption of open containers of alcohol in public places in the approved temporary outdoor dining use area. Within an approved temporary outdoor dining use area, alcohol may only be consumed by patrons seated at tables. No bar areas are permitted in the temporary outdoor dining use area.

D. Signage: Temporary signage, if allowed pursuant to the Village's Outdoor Dining Design standards, shall meet all requirements listed in the Village's Outdoor Dining Design Standards or other outdoor dining program documents, except as otherwise approved by the Board of Trustees.

E. Physical Barriers: All approved temporary outdoor dining use areas where liquor is served shall be demarcated by physical barriers or in some other manner approved by the Village Manager, in consultation with the Chief of Police. No alcohol consumption shall be permitted beyond the demarcated areas.

F. Submittal Requirements: The following items are required as part of a temporary outdoor dining use application:

1. A fully-executed application for a temporary outdoor dining permit with all required attachments shall be made to the Community Development Department on a form provided by the Village;

2. Payment of the application fee;

3. Execution of a temporary outdoor dining permit use of property and hold harmless agreement on a form provided by the Village;

4. Proof of general liability insurance (and, when applicable, dramshop liability insurance) including the Village as a named insured and insuring the Village against any liability resulting from the permitted temporary outdoor dining use, in or exceeding minimum coverage amounts set forth in the Village's outdoor dining program documents. Workers compensation coverage in statutory amounts is also required;

5. Site plan drawn to accurate scale illustrating the location of the proposed outdoor dining area;

6. Catalog cuts and/or photographs of all furniture and other appurtenances to be located within the outdoor dining area; and

7. Any other information required by the Village's temporary outdoor dining permit program documents or otherwise reasonably required by the Village.

G. Approval Process: Initial applications shall be reviewed for completeness by the Community Development Department and considered by the Board of Trustees for approval as a temporary use pursuant to Section 9-103 of the Hinsdale Zoning Code;

H. Renewals: A temporary outdoor dining permit issued under this section may be renewed by the Village Manager upon payment of the required annual fee and completion and filing of a renewal form with all required attachments with the Community Development Department, including a certification signed by the applicant that the proposed outdoor dining use complies with all of the conditions of this section and with every other condition imposed by the Board of Trustees on the original permit. Applications for renewal may be sent to the Board of Trustees for review and approval at the option of the Village Manager, or if the proposed plans deviate from the original plans approved by the Board of Trustees.

I. Suspension or Revocation: Temporary outdoor dining permits issued under this section are temporary uses and licenses at will, and may be suspended or terminated at any time, for any reason, including, but not limited to the following:

1. A finding that the permittee intentionally or carelessly misrepresented any material fact on a permit application or permit renewal form;

2. A finding that the permittee failed to continuously comply with all conditions of the issued temporary outdoor dining permit, the Village's temporary outdoor

dining permit program documents, or the Village's Outdoor Dining Design Standards;

3. A finding that the use is in violation of one or more requirements of the Village Code, Zoning Code, or other applicable federal, State, County or other local law or regulation;

4. A finding that the permittee has conducted the use in such a manner so as to constitute a public nuisance or to be a threat to the public health, safety or general welfare;

5. A finding that the permittee has failed to continuously maintain the required insurance coverages;

6. A finding that the operation of the outdoor dining area negatively impacts pedestrian travel along the sidewalk or other public right-of-way and/or does not facilitate safe passage in accordance with ADA requirements; or

7. The Village finds it necessary to complete maintenance or repairs to the sidewalk or other public right-of-way, utilities, or other public improvements.

~~—A. Use Authorized: Subject to the conditions and requirements of this section, the board of trustees shall have the power to issue permits for the use of public sidewalks for restaurant tables and chairs.~~

~~—B. Permit Required; Term: No person shall use a public sidewalk for restaurant tables or chairs without obtaining in advance a permit therefor and paying the fee required in subsection G of this section. All permits issued under this section shall be for a term beginning May 1 and ending April 30 of the succeeding year.~~

~~—C. Application For Permit: An application for a permit under this section shall be made to the director of public services, who shall review said application and report thereon to the board of trustees. Said application shall include: 1) a brief statement of the proposed use, 2) a description of the exact location for placement of the proposed restaurant tables and chairs, 3) a description of said tables and chairs, 4) a drawing depicting the location of said tables and chairs in relation to the restaurant and the surrounding area, and 5) any other information requested by the director of public services or the board of trustees.~~

~~—D. Conditions: The use of public sidewalks for restaurant tables and chairs shall be permitted only under the following conditions:~~

~~—1. The use of public sidewalks for restaurant tables and chairs shall be permitted only incidentally to the operation of a restaurant on private property contiguous to such sidewalks.~~

~~—2. The proposed use shall not unreasonably interfere with pedestrian or vehicular traffic in the area, as determined by the director of public services.~~

~~—3. The applicant shall furnish to the village clerk evidence of public liability insurance, including the village as a party insured and insuring the village against any and all liability resulting from the uses permitted under this section, in an amount to be determined and specified by the board of trustees, at the time of the issuance of a permit, but in no event less than one million dollars (\$1,000,000.00).~~

~~—4. The applicant shall furnish to the village clerk, in a form approved by the village attorney, an indemnification and hold harmless agreement in which the applicant agrees to indemnify and hold the village harmless against all lawsuits and related costs, fees and expenses, including attorney fees, arising out of the use of the public sidewalks as authorized by this section or arising out of any acts or omission of the applicant. (Ord. 9-2-1986)~~

~~—5. In no event shall a use permitted by this section reduce the open portion of any sidewalk to less than four feet (4') in width. For the purposes of this subsection, "open portion" shall be defined as that area of sidewalk lying between the outermost restaurant table or chair placed in its normal position for use by restaurant patrons and the curb or, if closer, the nearest obstruction, including, but not limited to, any parking meter, traffic sign, tree well, bicycle rack or other natural or manmade object located on the sidewalk. (Ord. O2010-26, 5-18-2010)~~

~~—6. The applicant shall maintain the sidewalk areas subject to the permit in a clean and safe condition at all times.~~

~~—7. Any other conditions judged by the board of trustees as necessary to protect the general welfare and assure that permits issued under this section shall benefit the general public.~~

~~—E. Renewal: A permit issued under this section may be renewed upon payment of the required annual fee and completion and filing of a renewal form with the village clerk, including a certification signed by the applicant that the proposed use complies with all of the conditions of this section and with every other condition imposed by the board of trustees on the original permit.~~

~~—F. Revocation: Permits issued under this section are licenses at will, revocable by the board of trustees with or without cause. In addition, the board of trustees shall revoke any permit if the applicant: 1) intentionally or carelessly misrepresented any material fact on a permit application or permit renewal form, 2) fails to continuously comply with all conditions of the permit, 3) violates any applicable regulation or provision of this code, 4) conducts the permitted activity in such a manner as to constitute a threat to the public health, safety or general welfare, or 5) violates any applicable federal, state or county law or regulation.~~

~~—G. Fees: The annual fee for any permit issued under this section shall be fifty dollars (\$50.00) plus five dollars (\$5.00) per restaurant table. The fee for permits issued after~~

~~August 1 shall be twenty five dollars (\$25.00) plus two dollars fifty cents (\$2.50) per restaurant table. (Ord., 9-2-1986)~~

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

PASSED this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

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 TITLE 7 (PUBLIC WAYS AND PROPERTIES), CHAPTER 1 (STREETS AND SIDEWALKS), SECTION 5.1 (COMMERCIAL USE OF SIDEWALK SPACE) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO THE USE OF STREETS AND SIDEWALKS FOR OUTDOOR DINING PURPOSES

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]



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

OUTDOOR DINING PERMIT APPLICATION

Approval of a permit is required for any outdoor dining area located within the Village's public right-of-way, which includes sidewalks and streets. Permits for outdoor dining on public property are valid for the calendar year when a permit is approved and businesses must reapply each year.

Not all businesses will be able to provide outdoor dining due to the geographic constraints of the particular business and the outdoor dining program requirements. To determine if a business is able to provide outdoor dining, please contact the Community Development Department. A permit may be revoked by the Village at any point in time for failure to comply with the Village's regulations.

General Requirements

- **Permits & Inspections** – An Outdoor Dining Permit / temporary use permit and any other applicable permits must be obtained from the Village and all required inspections must be passed prior to initiating work, occupying the public right-of-way, and beginning operations within the dining area.
- **Code Compliance** – Outdoor dining areas shall meet the requirements of Section 7-1-5.1 of Title 7 of the Village Code and Section 9-103 of the Zoning Code, and must comply with all applicable building and fire codes, health codes, Village codes and ordinances.
- **Outdoor Dining Design Standards** – All establishments must follow the requirements included in the Village's Outdoor Dining Design Standards.
- **Access and Obstructions** – Outdoor dining areas shall not interfere with pedestrian or vehicular circulation and access, or any public service facility such as fire hydrants, utility poles, or electrical transformers. A minimum pedestrian path of four (4) feet shall be maintained on the sidewalk. A minimum aisle width of thirty-six (36) inches must be maintained inside dining areas.
- **Termination or Suspension** – The Village reserves the right to terminate or temporarily suspend an Outdoor Dining Permit at any time, for any reason, including but not limited to the following reasons:
 - Failure to comply with the terms and conditions of the Outdoor Dining Permit or the Village's Outdoor Dining Design Standards
 - Violation of one or more requirements of the Village Code, Zoning Code, or other applicable federal, state, or local laws
 - Failure to continuously maintain the required insurance coverages
 - Intentionally or carelessly misrepresenting any material fact on a permit application or permit renewal form
 - The area is found to constitute a public nuisance or a hazard to the public health, safety, or welfare of the public, or to be endangering the life or property of others
 - The operation of the outdoor dining area negatively impacts pedestrian travel along the public right-of-way and/or does not facilitate safe passage in accordance with ADA requirements
 - The Village must complete necessary maintenance or repairs to the sidewalk, street, utilities or other public improvements. The Village will make every effort to provide advanced notice of periods of temporary closures for the right-of-way. In some cases, such as emergency repairs, it may not be possible to provide advanced notification.

Submittal Requirements

Four (4) collated application packets containing the following information must be submitted to the Community Development Department for a permit application to be deemed complete. Failure to complete any section of the application or provide the required information listed below will deem an application incomplete. Oversized plans must be folded to not exceed 8.5" x 11" in size. An electronic copy of all of the required applications and documents must be submitted in PDF format on a USB drive or via email.

- ❑ Outdoor Dining Permit Application – The Outdoor Dining Permit Application Form (Page 4) must be signed by both the applicant and building owner.
- ❑ Outdoor Dining Agreement – All applicants must sign the Outdoor Dining Program Agreement (Page 5). All businesses must agree to indemnify and hold the Village harmless from any cause of action which may arise as a result of an injury to person or property resulting from the use of an outdoor dining area in the Village right-of-way.
- ❑ Site Plan – A dimensioned site plan must be submitted indicating the location and dimensions of the outdoor dining area, building frontage, entrances and exits, aisle clearance, ramps, tables and chairs, barriers, planters, trees or landscaping areas, and any other outdoor features. Please note distances between tables, chairs, barriers, curbs, outdoor heaters, light poles, fire hydrants, street signs, parking meters, trees, landscape beds, utility poles, or other streetscape elements. The outdoor dining area must be drawn to scale and shown in relation to the dimensions of the building / tenant frontage.
- ❑ Furniture Information – Provide information indicating the style, dimensions, color, and material of all furniture and fixtures, including tables, chairs and umbrellas. Annotated photos or manufacturer specification sheets are acceptable.
- ❑ Lighting – An electrical permit is required for lights that are not solar-powered or battery-powered. If applicable, provide cut sheets for fixtures and details on how lights will be installed, mounted, or hung. Mounting systems shall be reviewed and approved on a case-by-case basis.
- ❑ Outdoor Heaters – Provide outdoor heating specifications sheets, the number, and distance to all umbrellas and fixtures. Details on propane tank storage must also be provided, if applicable.
- ❑ Certificate of Insurance – All applicants must provide General Liability Insurance to the Village with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. The policy shall insure against all claims for bodily injury and property damage with respect to the use of the public right-of-way. The applicant shall maintain continuous, uninterrupted coverage for the duration of the permit, and the policy shall include notice to the Village not less than 30 days prior to its scheduled expiration/cancellation. The required insurance shall be evidenced by a Certificate of General Liability Insurance in the required amount naming the Village of Hinsdale as an additional insured.

Establishments seeking to serve alcohol in an outdoor dining area shall also provide a Liquor Liability Policy with a minimum of one million dollars (\$1,000,000) per occurrence. Such coverage shall be evidenced by a Certificate of Liquor Liability Insurance naming the Village of Hinsdale as an additional insured. Proof of a Workers Compensation policy and Employer's Liability coverage is also required, as detailed in the Outdoor Dining Program Agreement.

- ❑ Fees – Fees are calculated based on the type of outdoor dining utilized by a business. All checks should be made out to the Village of Hinsdale.
 - Application Fee (All Outdoor Dining Permits): \$100 fee is required for all applications
 - Outdoor Dining on Sidewalks: \$25 per dining table
 - Outdoor Dining on Streets: \$50 per dining table

Outdoor Dining Review and Approval Process

The steps below outline the general review and approval process:

1. Review the Outdoor Dining Design Standards and Prepare an Outdoor Dining Permit Application – Review the Outdoor Dining Standards to determine if a business is eligible and meets the program requirements. Contact the Community Development Department with questions. Prepare required documents to submit with the Outdoor Dining Permit Application, such as a site plan, specification sheets for furniture and fixtures, and other materials.
2. Application Submittal – Submit an Outdoor Dining Permit Application with all required plans and materials to the Community Development Department. Applications must be submitted at least 28 days prior to the Village Board meeting where the application will be reviewed and considered for approval.
3. Staff Review – Village staff will review each permit request after a complete application is submitted. Additional documents or revised plans may be required. Incomplete applications will be not be scheduled for review by the Village Board.
4. Village Board Review – Applicants must attend the Village Board meeting when their permit is scheduled for consideration. The Board of Trustees shall approve, approve with conditions, or deny all Outdoor Dining Permit Applications. Exceptions to the Outdoor Dining Design Standards may be considered on a case-by-case basis, subject to approval by the Village Board.
5. Building Permit Approval / Inspections – After a permit is issued, a business may set up the outdoor dining area in accordance with the approved plans. The business must schedule and pass a final inspection prior to operating. Any changes, additions, and/or modifications to an outdoor dining area after an application has been approved and a permit has been issued shall require an additional review by the Village. At the end of the annual outdoor dining season, the business must remove all furniture and fixtures from the outdoor dining area. Unless otherwise determined by the Village Manager, the outdoor dining season shall extend from the beginning of April to the end of October each year.
6. Annual Permit Renewal – Business that have been granted prior approval for an outdoor dining area by the Village Board and are seeking to follow the previously approved outdoor dining plans may apply for a renewal of an outdoor dining permit with the Community Development Department on an annual basis.

Any changes, additions, and/or modifications to an outdoor dining area after an application has been approved and a permit has been issued shall require a new application to be brought to the Village Board for review and approval.

Last Updated 4/8/2022

OUTDOOR DINING PERMIT APPLICATION FORM



PROJECT INFORMATION		
Property Address		
Business Name		
Type of Outdoor Dining Permit (Location) <input type="checkbox"/> Sidewalk Outdoor Dining <input type="checkbox"/> Street Outdoor Dining <input type="checkbox"/> Permit Renewal		
APPLICANT INFORMATION		
Name	Company	
Address	City / State / Zip	
Phone	Email	
PROPERTY OWNER		
Name	Company	
Address	City / State / Zip	
Phone	Email	
OUTDOOR DINING PERMIT INFORMATION		
Outdoor Dining Start & End Dates		Hours of Operation
Overall Square Footage	Length (Feet)	Width (Feet)
Number of Tables	Material	Color
Number of Chairs	Material	Color
Number of Umbrellas	Material	Color
Will Alcohol Be Served? <input type="checkbox"/> Yes <input type="checkbox"/> No		Does the Business Have a Valid Liquor License? <input type="checkbox"/> Yes <input type="checkbox"/> No
Will Portable Outdoor Heaters Be Used? <input type="checkbox"/> Yes <input type="checkbox"/> No		Are any Tents or Other Structures Proposed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Permit Renewal Applications – Are any changes proposed to the Village Board approved plans? <input type="checkbox"/> Yes <input type="checkbox"/> No		

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. I acknowledge and agree to comply with all Village of Hinsdale codes and ordinances, including the Outdoor Dining Design Standards and permit requirements. I understand that any violation of the Outdoor Dining Design Standards may result in citations or the suspension or revocation of an Outdoor Dining Permit.

Printed Name of Applicant

Signature of Applicant

Date

Printed Name of Building Owner

Signature of Building Owner

Date

FOR OFFICE USE ONLY:	
Permit Number	Permit Fee
Submittal Date	Approval Date
Conditions of Approval	

VILLAGE OF HINSDALE OUTDOOR DINING PROGRAM AGREEMENT

USE OF VILLAGE PROPERTY AND HOLD HARMLESS AGREEMENT

Whereas, _____ d/b/a/ _____ ("Restaurant") desires to use public property owned by the Village of Hinsdale (the "Village"), located at _____ ("the Premises") for a temporary outdoor dining area accessory to the Restaurant pursuant to the terms and conditions of the Village of Hinsdale's outdoor dining program ("Outdoor Dining"); and

Whereas, the Village agrees to allow the Restaurant to temporarily use the Premises for Outdoor Dining in consideration of the Restaurant agreeing to assume all risk and liability pertaining to the Outdoor Dining.

Now therefore, the Restaurant agrees as follows:

1. To the fullest extent permitted by law, the Restaurant hereby indemnifies, defends, and holds harmless the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from the Outdoor Dining or connected with an act or omission of the Restaurant, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with permission and consent of the Restaurant, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Outdoor Dining, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm or violation of state and federal laws.
2. The applicant further agrees to reimburse the Village of Hinsdale for all reasonable costs, expenses, and attorney fees incurred by the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns in the defense of any claim, demand, or cause of action brought on account of or arising out of the operations, activities or services, of any nature whatsoever, of the Outdoor Dining.
3. Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their employees, elected officials, public officials, appointed officers, agents, volunteers and assigns under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.
4. Without limiting the Restaurant's indemnification of the Village, as provided above, the Restaurant shall provide and maintain at its own expense for the Outdoor Dining the below listed policies of insurance or liability coverage covering the activities, services or operations

relating to the Outdoor Dining. All such insurance of the Restaurant and the insurance of the owners/operators shall be secured through a carrier(s) satisfactory to the Village. Satisfactory evidence of such insurance and any required endorsements, including the insurance required of the owners/operators, will be delivered to the Village Manager. The Village's insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with an annual general aggregate of \$2,000,000 limit. The Village of Hinsdale and its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns shall be named as an additional insured on a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.
 - b. Liquor Liability: Maintain a minimum of \$1,000,000 per occurrence for its sale of alcoholic beverages and require that any other party selling or serving alcoholic beverages during the Outdoor Dining shall provide Liquor Liability insurance in the same amount, with the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.
 - c. Workers Compensation: Maintain workers compensation coverage as required by Illinois law.
 - d. Statutory Employers Liability: Maintain a minimum of \$1,000,000 per occurrence for employer's liability coverage, with the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.
 - e. All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns except with respect to the sole negligence of the Village.
5. The applicant has read the requirements of this outdoor dining permit application and agrees to abide by the Outdoor Dining Program requirements, Outdoor Dining Design Standards, all ordinances, rules, and regulations of the Village of Hinsdale, and all other applicable regulations and laws by outside agencies. The applicant shall be responsible for constructing all work, if permitted, in accordance with the description set forth in the application, plans, and specifications and for scheduling all inspections of all work performed pursuant to this permit.
 6. Upon termination of the temporary use for outdoor dining, all material owned by the Restaurant in any way related to the outdoor dining use shall be removed from the applicable street, sidewalk or other public right-of-way. Upon failure of the applicant to remove such material, the Village may cause the removal of the material and charge the cost of such removal to the applicant. The applicant may be liable for any costs and expenses, including attorney fees, to repair, correct, replace, install or maintain any public improvement to have been constructed pursuant to the

outdoor dining temporary use or damaged by work performed pursuant to the outdoor dining temporary use, or any use and operations within the Village street, sidewalk, or other public right-of-way.

7. The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Use of Property and Hold Harmless Agreement on behalf of the Restaurant.

Agreed this _____ day of _____, 2022.

Name of Restaurant Owning Entity and d/b/a Name

Printed Name of Authorized Person

Signature of Authorized Person

Title



OUTDOOR HEATER SAFETY

Many restaurants, schools, offices, and other businesses have been using outdoor spaces to stay open and running amidst the COVID-19 pandemic. As temperatures begin to drop, portable outdoor appliances are increasingly being used to heat outdoor areas, particularly those where it is too cool to comfortably sit or stand. Restaurants with outdoor seating areas, in particular, are relying on heaters to extend the outdoor dining season as long as possible. This fact sheet includes information to help ensure that propane heaters and electric heaters for outdoor heating are used safely and in accordance with NFPA® 1, *Fire Code* (2018 edition).

Propane Patio Heaters For More: See NFPA 1, Subsection 69.3.13

For patio heaters that use integral LP-Gas containers with a capacity greater than 1.08 lb (0.49 kg), NFPA 1 requires that the heaters be listed by an organization acceptable to the authority having jurisdiction (AHJ).

Propane heaters need to be used in accordance with their listing and manufacturer instructions. Prior to using a propane heater, refer to the manufacturer's instructions for information such as the following:

- Necessary clearances from the heating element
- Proper ventilation required
- Proper inspection, cleaning, and maintenance procedures
- Lighting and shutdown procedures
- Where the heater can and cannot be used (for example, heaters cannot be used in enclosed locations)
- Procedures for properly storing heaters

The restrictions for using propane heaters are also based on the occupancy in which they are used. For example, in assembly occupancies, such as restaurants with 50 or more occupants, heaters cannot be located within 5 ft (1.5 m) of the exits.

Regardless of where they are used, if a heater uses propane hoses, they must be as short as possible, visible, and protected from damage.

GENERAL SAFETY TIPS

- Keep anything that can burn at least 3 ft (1 m) away from heating equipment.
- Turn off all portable heaters when the area in which they are used is not occupied.

In addition, the installation, modification, and maintenance of a fixed liquid propane system needs to be performed by a qualified person in accordance with NFPA® 58, *Liquefied Petroleum Gas Code*.

Storage of Propane Cylinders For More: See NFPA 1, Section 69.5

Where propane heaters are used, special attention must be paid to ensure that the cylinders are stored properly when not in use. NFPA 1 requires the following:

- Cylinders must not be stored inside a building.
- Cylinders in storage must be placed in a location with minimal potential for physical damage, tampering, or exposure to excessive temperature increases.
- Cylinders must not be stored on the roof.

Additionally, cylinders that are stored outside must be located a minimum of:

- 5 ft (1.5 m) away from any doorway or opening in a building frequented by the public where occupants have at least two means of egress

OUTDOOR HEATER SAFETY *CONTINUED*

- 10 ft (3 m) away from any doorway or opening in a building or section of a building that has only one means of egress
- 20 ft (6.1 m) away from any automotive service station fuel dispenser

Electric Patio Heaters

For More: See NFPA 1, Section 11.1, & Subsection 11.5.3

Portable electric heaters must be placed in locations where they cannot be easily overturned. The heaters must also be listed by a qualified electrical testing laboratory.

Electric heaters need to be used in accordance with their listing and manufacturer instructions. Prior to using an electric heater, refer to the manufacturer's instructions for information such as the following:

- Necessary clearances from the heating element
- Installation and wiring requirements
- Proper inspection, cleaning, and maintenance procedures

The use of electric heaters also requires special attention as to how they are powered. Some of the power restrictions include the following:

- Electric heaters should be used only where they can be plugged directly into the appropriate receptacles or extension cords of adequate current capacity.
- Multiplug adapters and extension cords must not be used in place of permanent wiring.
- Extension cords must be plugged directly into an approved receptacle, power tap, or multiplug adapter and must, with the exception of approved multiplug extension cords, serve only one portable appliance.

- Extension cords must be grounded when servicing grounded portable appliances.
- Extension cords must be maintained in good condition without splices, deterioration, or other damage.
- For installations that are not deemed temporary structures, extension cords and flexible cords cannot be affixed to structures; extended through walls, ceilings, floors, or under doors or floor coverings; or be subjected to environmental or physical damage.

This information is intended to clarify the major requirements for outdoor heaters to help ensure that heating appliances are being used properly. Facility managers and owners must check with the AHJ for specific requirements and final approval.

**Learn More**

As the world grapples with the COVID-19 pandemic, NFPA continues to provide key resources and information addressing emergency planning, building, and fire and life safety issues. New resources are being added as the crisis evolves and challenges emerge.

- ▶ Visit nfpa.org/coronavirus to access the latest NFPA resources.
- ▶ Get free digital access to NFPA 1 at nfpa.org/1.



IT'S A BIG WORLD.
LET'S PROTECT IT TOGETHER.®

This material contains some basic information of NFPA® 1, Fire Code. It identifies some of the requirements in NFPA 1 as of the date of publication. This material is not the official position of any NFPA Technical Committee on any referenced topic which is represented solely by the NFPA documents on such topic in their entirety. For free access to the complete and most current version of all NFPA documents, please go to nfpa.org/docinfo. The NFPA makes no warranty or guaranty of the completeness of the information in this material and disclaims liability for personal injury, property, and other damages of any nature whatsoever, from the use of or reliance on this information. In using this information, you should rely on your independent judgment and, when appropriate, consult a competent professional.

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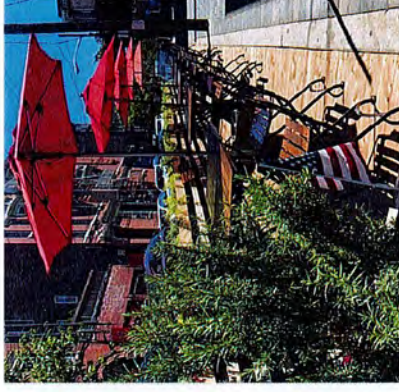
VILLAGE OF HINSDALE

Outdoor Dining Design Standards



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OVERVIEW

Outdoor dining contributes to a vibrant, attractive streetscape and can help encourage additional business activity. To support the vibrancy of the Downtown area, the Village of Hinsdale has developed a new outdoor dining program and design standards to assist businesses with establishing temporary outdoor dining areas on sidewalks and streets.

This document is intended to create safe, attractive, and inviting dining areas in the Village's Downtown. Standards and requirements included in this document, such as acceptable furniture and fixtures considered visually compatible with the streetscape and historic character of the Downtown, must be followed if an establishment is interested in creating or using an outdoor dining area in the Village right-of-way.

The information in this document has also been developed to make it easier for businesses to obtain an Outdoor Dining Permit, while highlighting key considerations including safety, accessibility, and high-quality design.

These standards apply only to dining areas located within the public right-of-way. Please contact the Community Development Department if outdoor dining is proposed on private property.

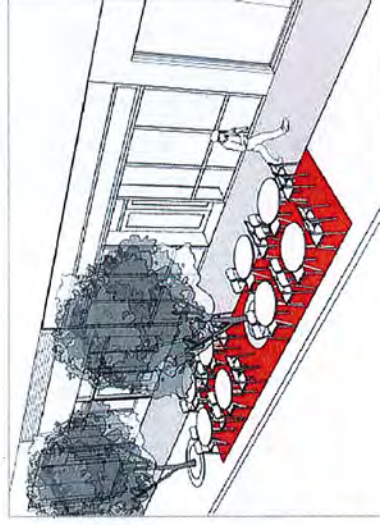
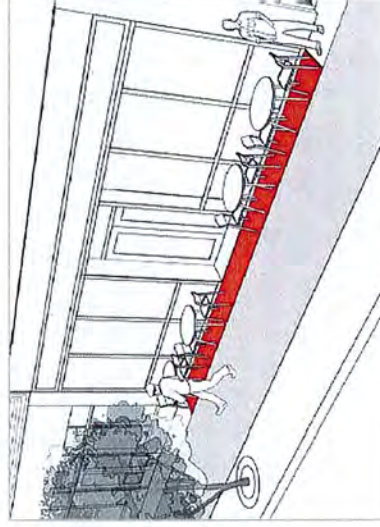


ALLOWED TYPES OF OUTDOOR DINING

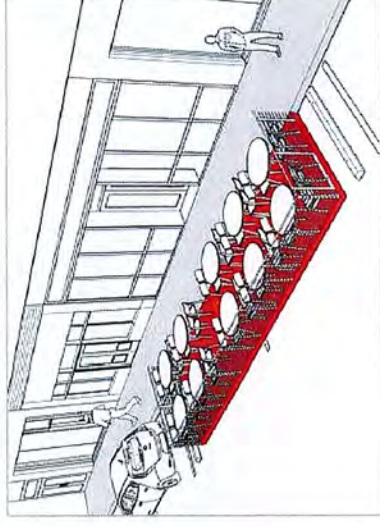
Outdoor dining areas in the Village right-of-way may be located on either the street or sidewalk:

1. Sidewalks – Outdoor dining areas can be located on the sidewalk directly in front of or to the side of the building façade. Sidewalk dining may also be located curbside, separated from the building façade by a pedestrian clear zone. The sidewalk must be wide enough to accommodate a pedestrian clear zone of four (4) feet outside the dining area.
2. Parklets / Streets – Parklets are on-street parking spaces that have been temporarily converted into another use, such as an outdoor dining area. Parklets can be platformed areas or are located directly on street pavement. Parklets provide a more generous pedestrian zone with fewer obstructions on the sidewalk. This option is typically ideal when a four (4) foot wide pedestrian path cannot be provided with sidewalk dining.

SIDEWALK DINING

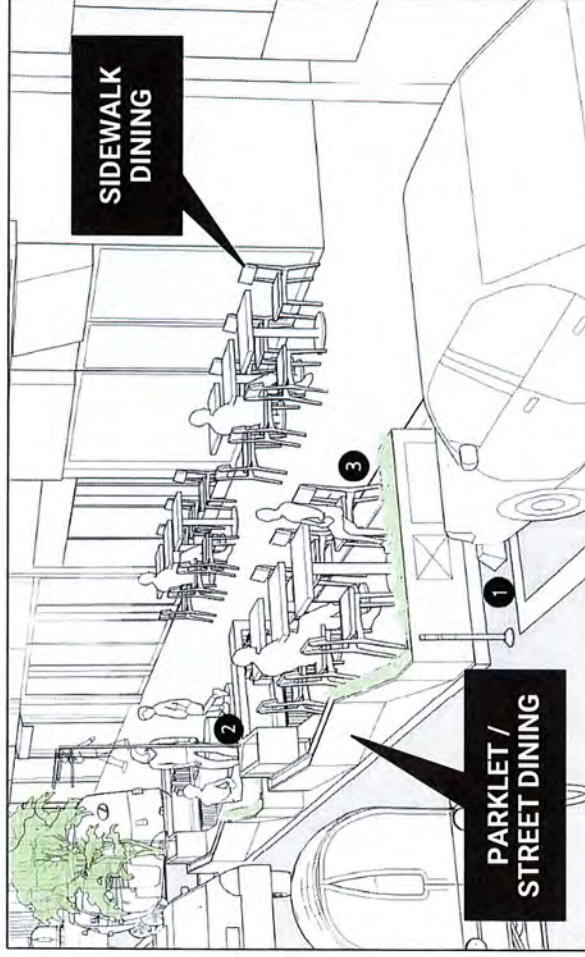


PARKLET / STREET DINING



Salt Lake City Sidewalk Dining Design Guidelines

ALLOWED TYPES OF OUTDOOR DINING



SIDEWALK DINING



PARKLET / STREET DINING



APPLICATION PROCESS

Approval of an Outdoor Dining Permit is required for all dining areas located on the Village's public right-of-way in accordance with Title 7 of the Village Code and Section 9-103 of the Zoning Code. Permits for outdoor dining on public property are valid for the calendar year when a permit is approved and businesses must reapply each year.

Not all businesses will be able to provide outdoor dining due to the geographic constraints of the particular business and the outdoor dining program requirements. To determine if a business is able to provide outdoor dining, please contact the Community Development Department.

The steps below outline the general review and approval process:

1. Review the Outdoor Dining Design Standards / Prepare A Permit Application – Review the Outdoor Dining Standards to determine if a business is eligible and meets the program requirements. Contact the Community Development Department with any questions. Prepare required documents to submit with the permit application, such as a site plan, specification sheets for furniture and fixtures, and other materials.
2. Application Submittal – Submit an Outdoor Dining Permit Application with all required plans and materials to the Community Development Department. Please refer to Outdoor Dining Permit Application packet for a full list of submittal requirements. Applications must be submitted at least 28 days prior to the Village Board meeting where the application will be reviewed and considered for approval.

3. Staff Review – Village staff will review complete permit applications after submittal. Additional documents or revised plans may be required. Incomplete applications will be not be scheduled for review by the Village Board.
4. Village Board Review – Applicants must attend the Village Board meeting when their permit is scheduled for consideration. The Board of Trustees shall approve, approve with conditions, or deny all Outdoor Dining Permit Applications. Exceptions to the Outdoor Dining Design Standards may be considered on a case-by-case basis, subject to approval by the Village Board.
5. Building Permit Approval / Inspections – After a permit is issued, a business may set up the outdoor dining area in accordance with the approved plans. The business must schedule and pass a final inspection prior to operating. Any changes, additions, and/or modifications to an outdoor dining area after an application has been approved and a permit has been issued shall require an additional review by the Village. At the end of the annual outdoor dining season, the business must remove all furniture and fixtures from the outdoor dining area. A permit may be revoked by the Village at any point in time for failure to comply with the Village's regulations.
6. Annual Permit Renewal – Business that have been granted prior approval for an outdoor dining area by the Village Board and are seeking to follow the previously approved outdoor dining plans may apply for a renewal of an outdoor dining permit with the Community Development Department on an annual basis. Any changes, additions, and/or modifications to an outdoor dining area after an application has been approved and a permit has been issued shall require a new application to be brought to the Village Board for review and approval.

GENERAL REQUIREMENTS

Permit Required - Approval of an outdoor dining permit is required for all outdoor dining within the Village right-of-way on an annual basis.

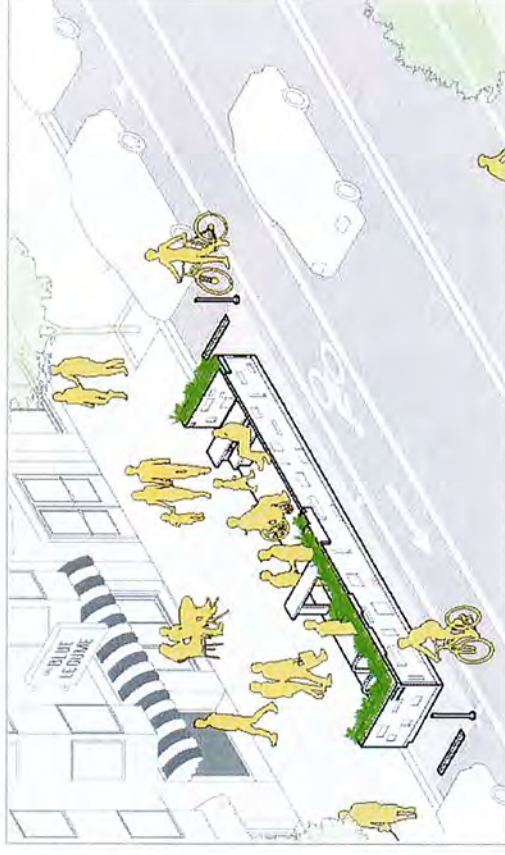
Code Compliance - The use of the public right-of-way for outdoor dining shall meet the requirements listed in Title 7 of the Village Code. Outdoor dining areas shall comply with all applicable building and fire codes, health codes, Village codes and ordinances.

Accessibility Requirements - All outdoor dining areas must meet the requirements of the American with Disabilities Act (ADA) and Illinois Accessibility Code.

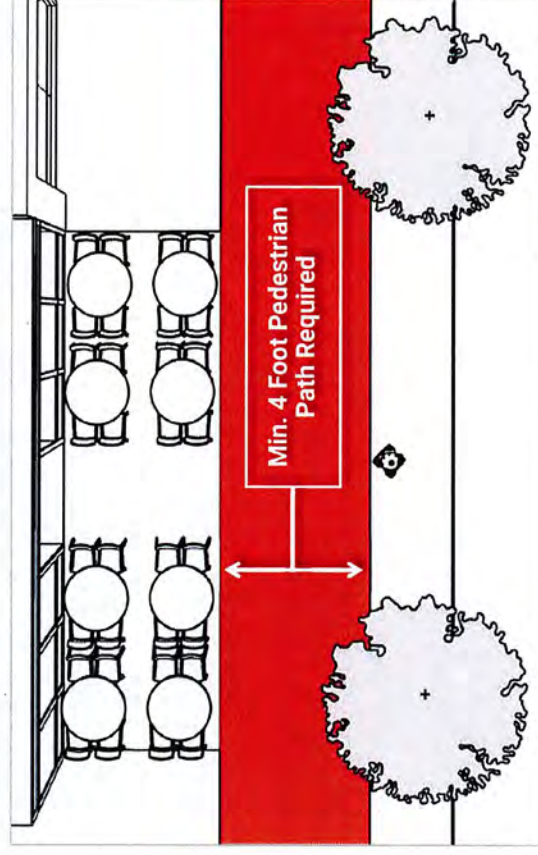
Access and Obstructions - Outdoor dining areas shall not interfere with pedestrian or vehicular circulation, access, and any public service facility, including but not limited to, fire hydrants, utility poles, and electrical transformers.

A minimum pedestrian path of four (4) feet shall be maintained on the sidewalk. A minimum aisle width of thirty-six (36) inches must be maintained inside dining areas. Furniture and fixtures must remain within the defined outdoor dining area at all times.

Location - Dining areas may not extend past the building frontage where the establishment is located. Exceptions may be considered on a case-by-case basis, subject to approval by the Village Board.



San Francisco Parklet Manual



Salt Lake City Sidewalk Dining Design Guidelines

GENERAL REQUIREMENTS

Hours of Operation - Permitted hours of operation for outdoor dining areas shall not exceed the hours of operation for the principal indoor restaurant use. Outdoor alcohol sales shall be limited to the hours in accordance with the liquor license class as outlined in Title 3, Chapter 3 of the Village Code.

Retail Operations - Outdoor dining areas shall not be used for the display or sale of any merchandise or goods.

Food and Drink Preparation - All food and beverages to be served in an outdoor dining area shall be prepared inside the principal food service establishment.

Music & Noise - Music, speakers, televisions, and projectors are not allowed within outdoor dining areas.

Liquor Licensing and Sale of Alcoholic Beverages - The sale and consumption of alcoholic beverages within any outdoor dining area shall be subject to the requirements listed in Title 3, Chapter 3 of the Village Code. Liquor licenses are available through the Village Manager's Office. Outdoor dining areas shall be demarcated by physical barriers approved by the Village. Alcohol may only be consumed to patrons seated at tables within an approved outdoor dining area.

Flooring - Businesses shall not install rugs, astro-turf, any other ground coverings, or flooring material within parklet systems or on sidewalk areas.

Smoking - Smoking is prohibited within all outdoor dining areas located in the Village right-of-way.



GENERAL REQUIREMENTS

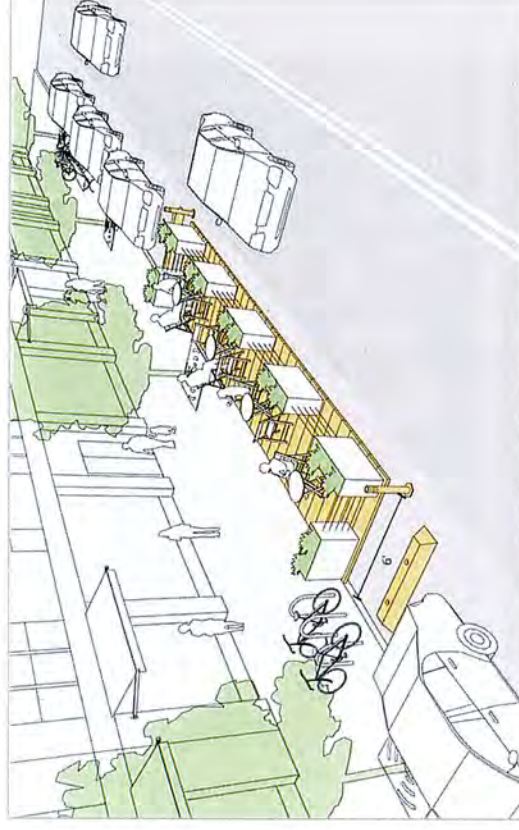
Upkeep & Maintenance – Routine maintenance, cleaning, and trash removal are the responsibility of the business. The Village will initially install parklet systems in the street for participating businesses, however, it is the responsibility of the business to maintain the parklet system after installation.

Garbage & Sanitation – Outdoor dining areas must remain clean and clear of litter, food scraps, and soiled dishes at all times. Any waste receptacles used for the outdoor dining area shall be stored inside the principal establishment when the outdoor dining area is closed.

Storage of Furniture & Fixtures – Furniture and fixtures may remain outdoors during the outdoor dining season, as determined by the Village on an annual basis, and does not need to be brought indoors overnight when the business is closed. During times of non-use, chairs should be stacked or pushed in at each table and umbrellas should be closed.

Removal – Furniture and fixtures must be removed at the conclusion of the outdoor dining season, during any period of permit suspension or revocation, or in the event that outdoor dining is discontinued. All items must be stored inside the restaurant establishment or off-site. It shall be the responsibility of the restaurant to secure adequate storage of these items in an area other than the principal establishment's dining area.

The Village of Hinsdale reserves the right to require the removal or relocation of any outdoor dining area for the purposes of street repairs, utility work, or other municipal work or in the case of an emergency or imminent hazard, or for reasons of public safety.



National Association of City Transportation Officials (NACTO) Adapted from
the Urban Street Design Guide, published by Island Press.

FURNITURE & FIXTURES

Outdoor dining furniture is a prominent part of the streetscape and is important to help maintain an attractive, high-quality atmosphere in the Village's Downtown. Restaurants have flexibility in choosing a wide range of furniture styles, colors and material, but must meet the standards outlined in the following pages.

All furniture and fixtures within outdoor dining areas in the right-of-way must meet the following general requirements:

- Construction & Design – All furniture must be durable and of sturdy construction, able to withstand wind and weather without blowing over, and contribute to the safety and attractiveness of the public realm.
- Permitted & Prohibited Furniture – Tables, chairs, umbrellas, trash receptacles, planter boxes, and outdoor heaters are allowed within outdoor dining areas. Service stations, bars, counters, shelves, racks, sofas, televisions, merchandise, or other similar fixtures or furniture are not allowed.
- Upkeep & Maintenance – The business owner is responsible for keeping all furniture clean and in good condition at all times. Furniture should not show evidence of deterioration or damage to the structure or finishes. There shall be no visible fading, dents, tears, rust, corrosion, or chipped or peeling paint.
- Built-in & Permanent Installations – Tables and chairs must be freestanding and capable of immediate removal. Booths and other permanent or built-in installations are prohibited.
- Encroachments Outside Designated Areas – All furniture, umbrellas, and other permitted fixtures shall not project beyond the designated barriers of the outdoor dining area.

NOT ALLOWED



Outdoor bars, service stations, cabinets, counters, food preparation areas, storage areas, or merchandise are not permitted within outdoor dining areas.

FURNITURE & FIXTURES

Service stations, bars, counters, shelves, racks, sofas, televisions, merchandise, or other similar fixtures or furniture are not allowed.

NOT ALLOWED



Host stands and stations, sofas, and outdoor fire tables are not permitted.

TABLES & CHAIRS

Tables, chairs, and umbrellas must be consistent in terms of design, material, and color. Furniture must be constructed of finished grade wood, composite wood, sturdy metal (such as wrought iron, aluminum, steel), sturdy recycled materials, or another approved sturdy material. Picnic benches are permitted subject to meeting accessibility requirements.

ALLOWED



Tables and chairs must be consistent in terms of design, material, and color and must be constructed of approved, durable, sturdy materials.

TABLES & CHAIRS

Flimsy or breakable plastic tables and chairs are not permitted.

All chairs used within an establishment's outdoor seating area must match and use a visually similar design, construction, and color. Mixing and matching is not permitted. Florescent, neon, or bright colors and white tables and chairs are not allowed.

NOT ALLOWED



Tables and chairs constructed of plastic, bright colors, or that mix and match different designs, materials, or colors are not allowed.

UMBRELLAS

Design, Material, & Colors – Umbrellas must be constructed of a canvas fabric material in one solid color. Umbrella fabric with stripes, patterns, and fluorescent colors are not permitted. All umbrellas within an outdoor dining area must use the same matching fabric colors.

Advertising, logos, lettering, graphics, and any other type of signage is prohibited on all umbrellas.

Umbrellas must be secured to a base or anchor to prevent damaged or being removed by heavy winds.

Location – Umbrellas must be located entirely within the defined outdoor dining area and are not allowed to extend over perimeter barriers.

Vertical Clearance – When opened and extended, umbrellas must have a vertical clearance of at least 7 feet above the surface of the outdoor dining area in order to provide adequate circulation space below. This measurement must include not only the umbrella frame and panels, but also any decorative borders such as fringes, tassels, or other such ornamentation.

Maximum Height – Any part of an umbrella used in an outdoor seating area may not exceed a height of 10 feet above the level of the sidewalk, in order to avoid causing an undue visual obstruction of other businesses.

ALLOWED



All umbrellas shall be constructed of fabric with the same solid color and may not contain advertising

UMBRELLAS

NOT ALLOWED



Striped or patterned umbrellas are not allowed. All umbrellas within an outdoor dining area must utilize the same solid color.

PLANTER BOXES

The Village of Hinsdale will provide plantings in the planter boxes surrounding any parklets or other outdoor dining areas established by the Village and will maintain them throughout the outdoor dining season.

Businesses may add additional planters to enhance visual interest, subject to meeting code requirements for pedestrian clearance and access within and around outdoor dining areas. All approved planter boxes provided by a business must be maintained by that business.

All plants must be cared for and replaced as needed by the business establishment in order to maintain a vibrant, welcoming appearance. All planters must have plants contained within them. If any plants die, plants must be replaced immediately. Empty planters or planters with bare dirt, mulch, straw, or similar substrates are not allowed.

ALLOWED



Privately owned and maintained planter boxes may be allowed subject to Village approval and maintaining ADA access.

LIGHTING

Permitted Light Types – Businesses are encouraged to use solar-powered or battery-powered lights. Lights may not create a nuisance or safety hazard for adjoining properties, motorists, or pedestrians. Only warm white lights shall be used. All lights must have a color temperature of 2700K or lower. Prohibited lights include colored lights, blue or cool colored lights, excessively bright lights, flashing or blinking lights, strobe lights, or flood lights.

Permit Required – An electrical permit is required for all lights that are not solar-powered or battery-powered. Businesses must provide manufacturer specifications or cut sheets for proposed light fixtures. If applicable, details on how lights will be mounted or hung must be provided. Mounting systems may be approved on a case-by-case basis by the Village Board.

Code & Safety Requirements – All electrical cords or cables must be discreet and covered with a cord ramp or other device to not create a tripping hazard or interfere with accessibility, and must meet National Electrical Code requirements. All lighting, wires, and related accessories shall be rated for outdoor use and should not protrude beyond the leased outdoor dining area.

Lighting may not be bolted, anchored, or otherwise affixed to any sidewalk, ground surface, tree, streetlight, or other Village property.

Lighting shall not be located, directed, or designed in such a manner so as not to create light pollution or glare on adjacent properties. Lights must be shut off when the outdoor dining area is not in use or the business is closed.

Power Source – All power shall be supplied by the business establishment and not from any Village power sources in the right-of-way, unless otherwise approved by the Village Board.

ALLOWED



Restaurants are encouraged to use solar-powered or battery-powered lights within outdoor dining areas. An electrical permit is required for all other lighting types. Mounting systems will be reviewed on a case-by-case basis.

OUTDOOR HEATERS

Permitted Types – Freestanding portable metal outdoor heaters are permitted within outdoor dining areas. If propane heaters are used, all tanks must be fully enclosed and contained within the heater device. External tanks are prohibited. Outdoor fire pits, fire tables, and grills are not allowed. Heaters must match in terms of design and style within each outdoor dining area.

Permit Required – All heating devices must be approved and inspected by the Community Development Department and Fire Department as part of the Outdoor Dining Permit Application. Businesses must provide manufacturer specifications or cut sheets for proposed outdoor heaters.

Safety Requirements – Heaters must be secured in a manner so that they cannot be overturned or tipped over. All heaters used on parklet systems must be rated and listed for use on decks or other combustible materials. Heaters must be properly spaced and located at least 3 feet from umbrellas, landscaping, and other exterior elements.

Natural gas heaters or any device fueled with propane are only allowed in open, uncovered areas. Operators should abide by recommended safety guidelines issued with a specific product, included in the operations manual. Please refer to the National Fire Protection Association (NFPA) Fact Sheet on Outdoor Heater Safety for additional safety and spacing information.

ALLOWED



Outdoor heaters may be allowed, subject to meeting safety and code requirements.

TENTS & CANOPIES

Temporary tents and canopies are not allowed within outdoor dining areas on Village right-of-way.

NOT ALLOWED

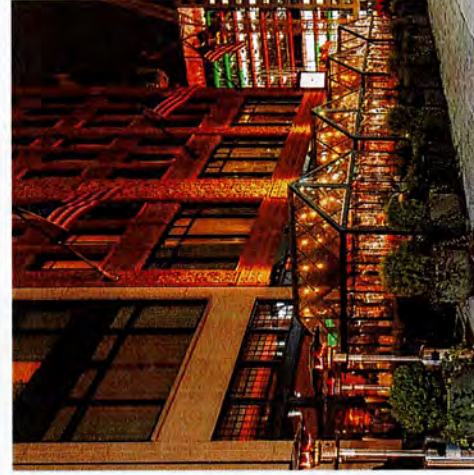
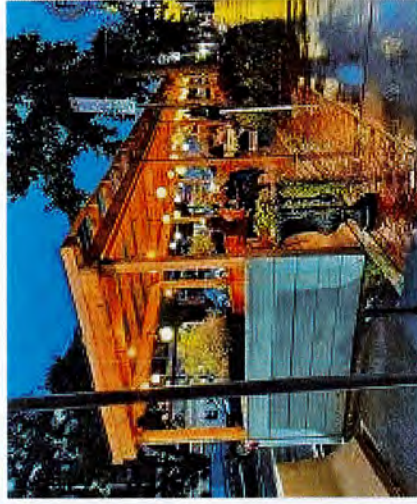


Tents and canopies are not allowed in the Village right-of-way.

OTHER STRUCTURES

Other shade structures may be allowed subject to Village Board approval and shall be considered on a case-by-case basis. The structure, design, material, height, location, and other aspects shall be reviewed as part of the Outdoor Dining Permit Application. All approved structures shall be inspected and approved by the Village prior to operation. Under no circumstances shall a shade structure obstruct views of the signage for an adjacent business.

MAY BE PERMITTED ON A CASE-BY-CASE BASIS



SIGNAGE

Signage and advertising is prohibited, including on umbrellas, outdoor dining barriers, and planter boxes. Freestanding menus and displays, sandwich boards, banners, pennants, balloons, and streamers are also prohibited.

NOT ALLOWED



Advertising, logos, lettering, graphics, and other signage types are prohibited on umbrellas.



Sandwich boards, A-frame signs, and signs affixed to outdoor dining barriers are not allowed.

SIGNAGE

NOT ALLOWED



Signage is not allowed within or around outdoor dining areas, including any banners, pennants, flag signs, feather signs, attention getting devices, "please wait to be seated" signs, sandwich board signs, or signs affixed to barriers.



REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: Second Reading – ZPS

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

MEETING DATE: April 26, 2022

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve a Referral to the Plan Commission for Consideration of 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 Amendments to Chapters 1, 2, 6, and 7 of Title 14 of the Village Code to allow for the creation of a Historic Overlay District and related code amendments.

Background

As part of the ongoing discussions on potential amendments to the Village's historic preservation codes and preservation incentives, the Village Board and the Historic Preservation Commission (HPC) have held a total of eight (8) joint Committee of the Whole meetings prior to the regularly scheduled Village Board meetings. In 2021, joint meetings were held on May 4, May 18, June 15, July 13, August 10, September 7, and October 19. The last joint meeting was held on January 18, 2022.

Based on feedback provided during and after these meetings, staff and the Village attorney have prepared draft code language for a proposed Historic Overlay District and a program information packet that would allow the Village to offer various voluntary preservation incentives to a Historically Significant Structures Property List via a Historic Overlay District. The intent of the proposed amendments is to encourage and assist property owners of historic or significant properties to pursue preservation over demolition and new construction. Individual properties will be identified for considered 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 District and amend applicable sections of the Zoning Code and Village Code to create associated procedures and review processes.

Exhibit 1 includes the draft code language for proposed amendments to various sections of the Zoning Code and Village Code. Changes since the January 18, 2022 include relocating sections from the Zoning Code to the Village Code as well as clarifying the process and procedures. The draft Preservation Incentive Program Information Packet and Application Form is included in Exhibit 2.

Establishing the Historic Overlay District and Historically Significant Structures Property List

Establishing the Historic Overlay District – The initial creation of the Historic Overlay District boundaries and changes to the Zoning Code will require approval via the Map and Text Amendment process outlined in Section 11-601 of the Zoning Code. The proposed changes to the Village Code will be concurrently reviewed and approved through this same process.

A Map Amendment is proposed that will establish a new official zoning overlay district within the Village's Zoning 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 Hinsdale Zoning Ordinance. To the Village Code, Chapters 6 and 7 are new chapters proposed and amendments are proposed to Section 14-1-4 and 14-2-2.

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 a zoning district overlaid by the Historic Overlay District will not automatically be included on a future Historically Significant Structures Property List and may not be eligible for any of the 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.

Creating the Historically Significant Structures Property List – Within one year following the adoption of the Historic Overlay District by the Village, 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 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 Historically Significant Structures Property 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 Incentive Details 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. 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 could 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 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 minimum zoning relief 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.

5. 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 (\$20,000 investment required by the applicant). 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 such as historic signage, preservation plans, design guidelines, and other special projects.

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.

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 application 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. Any future changes to program and application requirements would be brought to the Village Board for review and approval. A formal text amendment would not be required for changes to the program information included in Exhibit 2.

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. Language is added that could be used to support cases involving historic preservation where a local landmark or property on the Historically Significant Structures Property List requires a variation. Projects would still need to 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.

Process

This application has been submitted for preliminary consideration by the Board of Trustees for a determination as to whether the application packet merits a hearing and consideration by the Plan Commission. Pursuant to Section 11-601 of the Zoning Code, every properly filed and completed application for a Map Amendment and Text Amendment, before being processed in any other manner, shall be referred to the Board for a determination as to whether the application merits a public hearing and consideration by the Plan Commission or should be summarily denied. In any case where an application for a Map or Text Amendment is referred to the Plan Commission, a public hearing shall be set, noticed, and conducted in accordance with Section 11-303.

Discussion & Recommendation

Per the Village policy, referrals to another body do not require two readings of the Village Board. Thus, this item can be referred to the Plan Commission without a first reading.

Should the Board determine the request merits a hearing and consideration by the Plan Commission, the Board may refer the application packet to the Plan Commission to schedule a public hearing for review and recommendation.

Should the Board find the request does not merit a hearing and consideration by the Plan Commission, the vote of four (4) members of the Board shall be necessary to summarily deny the application.

Documents Attached

1. Exhibit 1 – Draft Zoning Code and Village Code Amendments, revised April 21, 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 – Text Amendment and Plan Commission Applications by the Village

Draft – 04-21-2022

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(I)(8). In the event that block average is less than the existing front setback of the structure, the</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</u>

	<u>existing front setback shall prevail as the minimum front yard required.</u>	<u>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. 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 from the Village's Historic Preservation Fund may be awarded to perform exterior

alterations, additions, rehabilitation, restoration or relocation of or to any structure on the Historically Significant Structures Property List, 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"/> Expedited Processing <input type="checkbox"/> Property Tax Rebate <input type="checkbox"/> Preservation Grant <input type="checkbox"/> Alternative Zoning Regulations
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.
6. 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 _____, 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 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

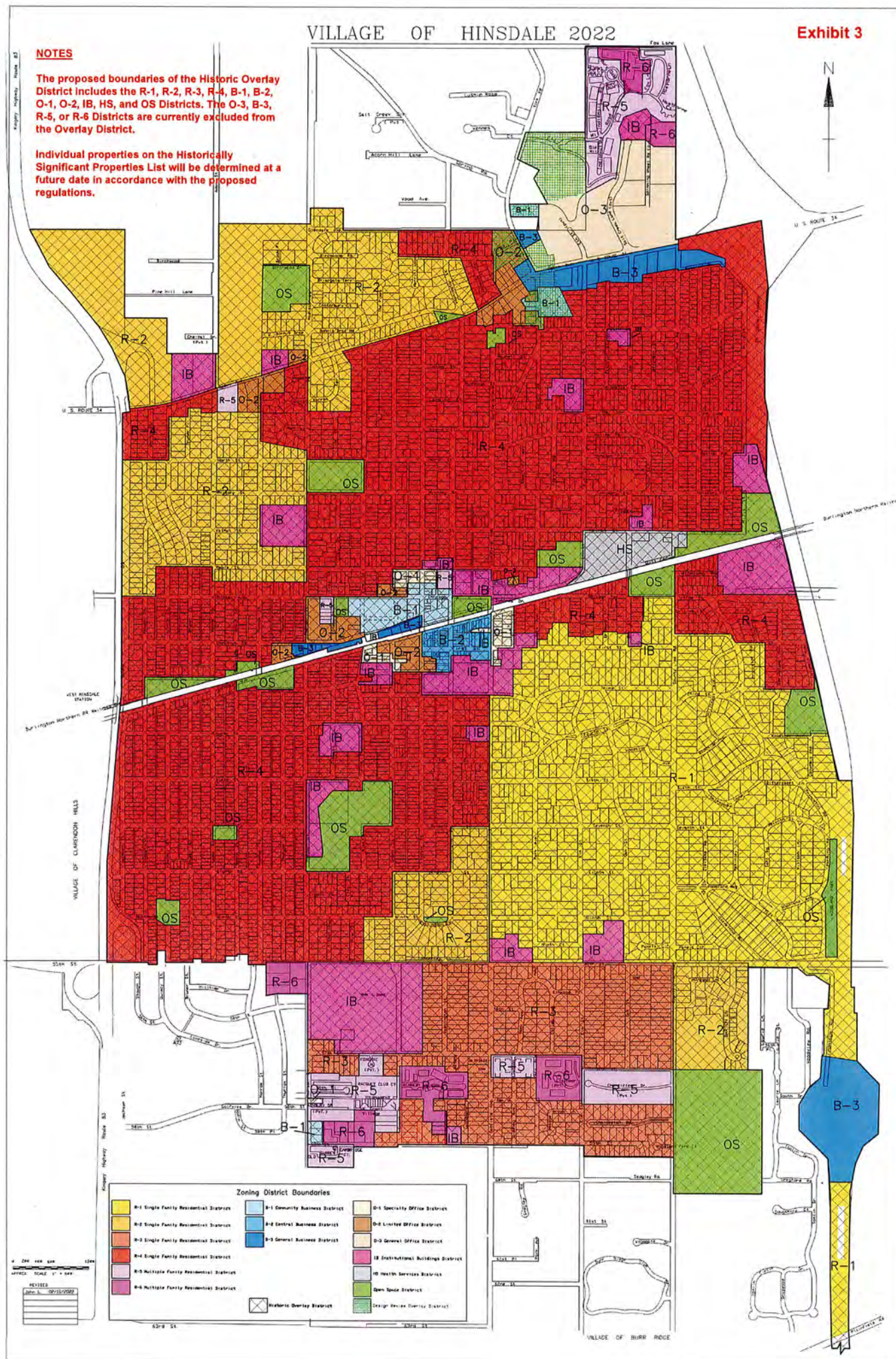
VILLAGE OF HINSDALE 2022

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 code¹⁵	50%	50%	50%	50%
H. Minimum spacing between principal and accessory structures¹⁶	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. (Ord. 92-43, §§2A, B, 3, 10-6-1992; Ord. 95-10, §§4A, 5, 6, 3-21-1995; Ord. 95-15, §2B, 4-24-1995; Ord. 95-33, §§3A, B, 10-3-1995; Ord. 99-6, §§2, 7A, 3-2-1999; Ord. 99-34, §§2A, B, 8-3-1999; Ord. 99-51, §2, 11-2-1999; Ord. O2001-10, §2, 3-6-2001; Ord. O2002-76, §2, 12-17-2002; Ord. O2003-01, §2, 2-4-2003; Ord. O2007-09, §2, 1-23-2007; Ord. O2007-10, §2, 1-23-2007; Ord. O2008-42, 8-12-2008; Ord. O2010-10, §3, 2-1-2010)

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. (Ord. 92-43, §5, 10-6-1992; Ord. 95-10, §§4C, D, 3-21-1995; Ord. 95-15, §2D, 4-24-1995; Ord. 98-21, §2, 5-5-1998; Ord. 99-6, §3, 3-2-1999; Ord. O2003-5, §2, 3-4-2003; Ord. O2007-16, §3, 2-20-2007)

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. (Ord. 92-43, §6, 10-6-1992; Ord. 95-10, §4B, 3-21-1995; Ord. 95-15, §2C, 4-24-1995; Ord. 99-6, §§4A, B, 3-2-1999)

Section 12-206: Definitions (Applicable Definitions):

Nonconforming Lots & Structures

Nonconforming Structure: See definition of Precode 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 ($1/2$) 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 ($1/2$) 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 ($1/2$) 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 ($1/2$) 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 (3½') 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. See also definition of Building Coverage.

Building Coverage: The percentage of a lot's area covered by any building or structure. See also definition of Lot Coverage.

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 historic preservation best practices encouraging 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(l) 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(l)(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(l)(8). In the event that block average is less than the existing front setback of the structure, the existing front setback shall

					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

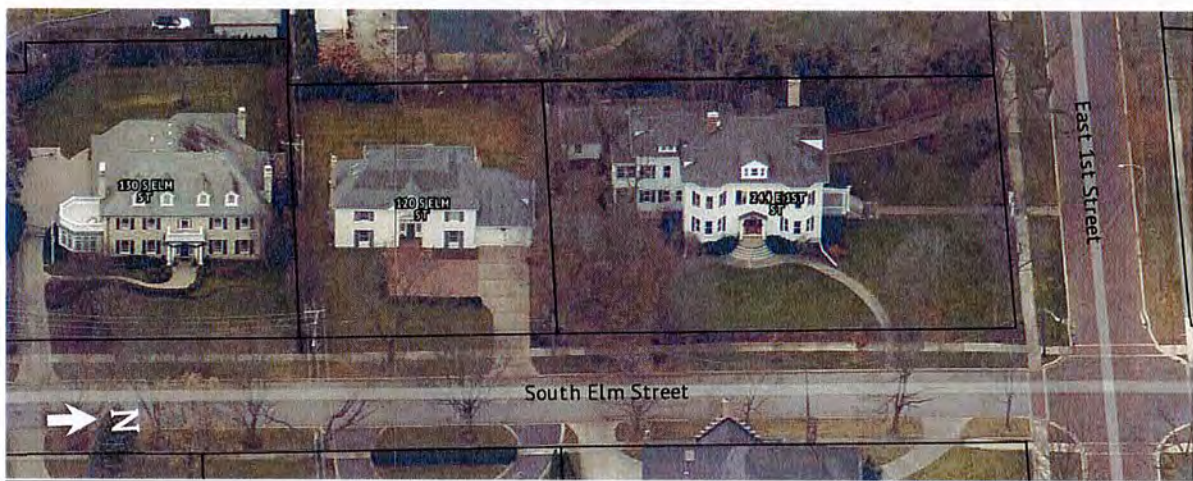
The property at 244 E. First Street, now demolished, was considered an existing non-conforming corner lot in the R-1 District. As shown in the table below, the lot did not meet the minimum lot size requirements listed in Section 3-110 and therefore would be subject to the requirements listed in Section 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



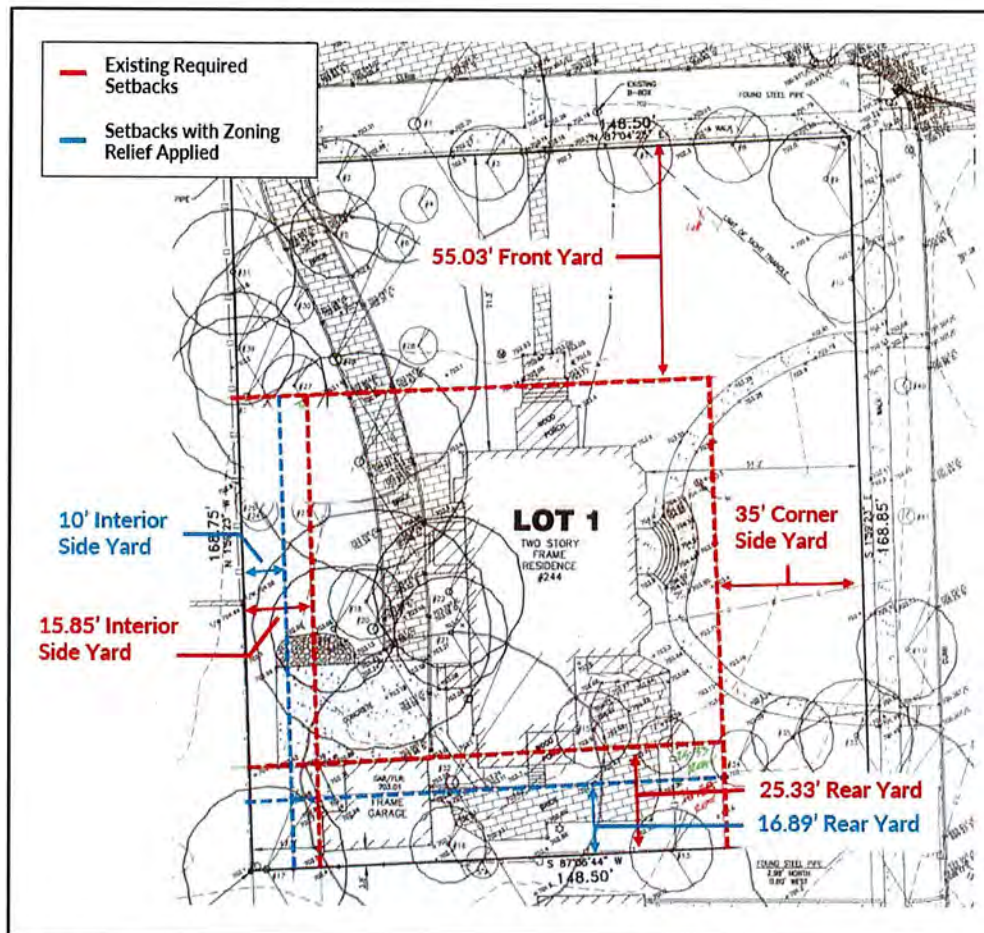
Birds Eye View



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

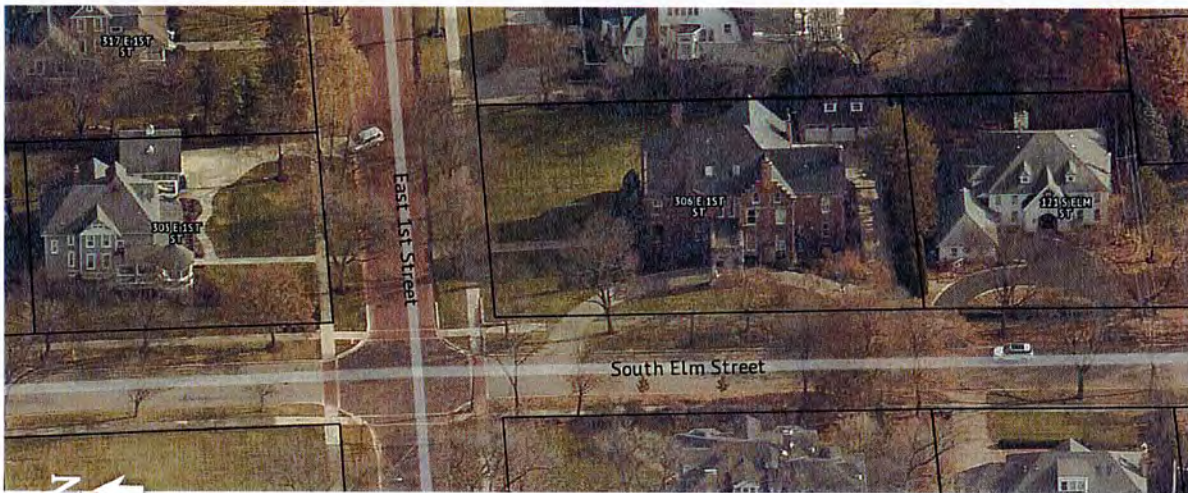
The property is considered an existing non-conforming corner lot in the R-1 District. As shown in the table below, the lot does not meet minimum lot size requirements per Section 3-110 and therefore is subject to Section 10-105 for legal non-conforming lots as well as Section 10-104 for precode structures.

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



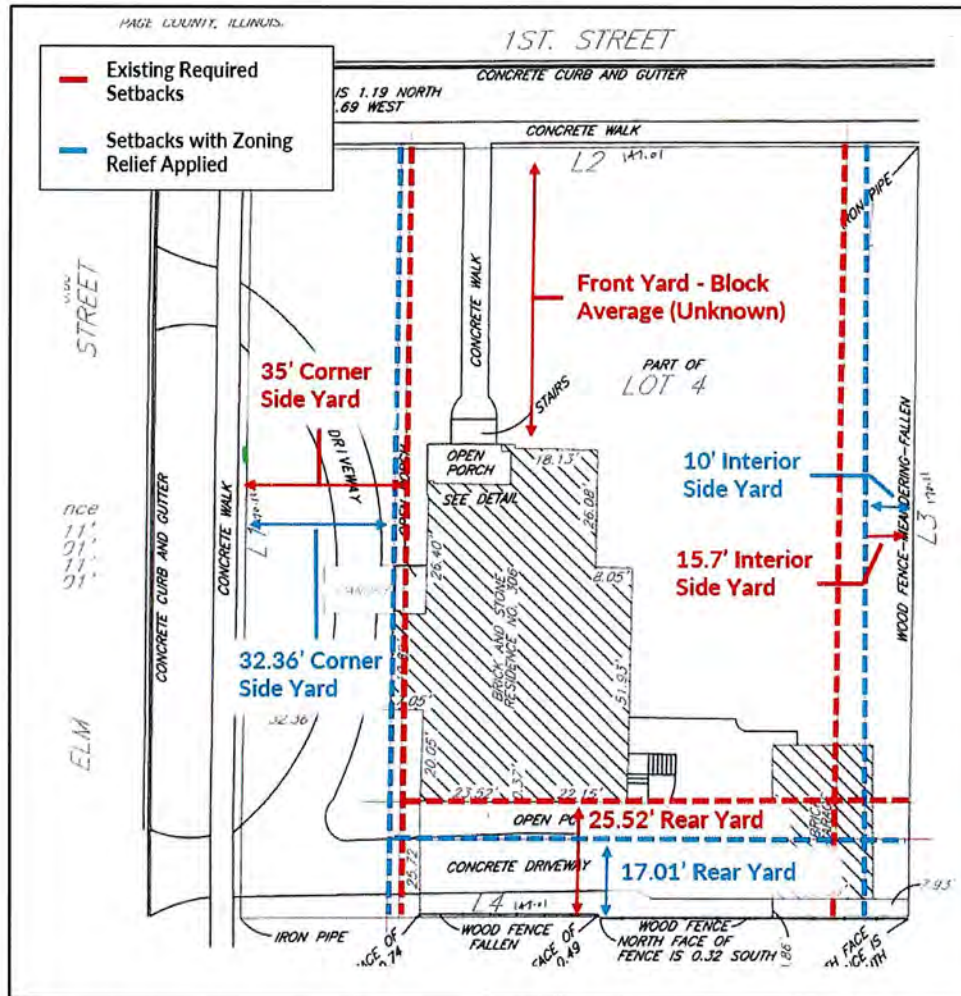
Birds Eye View



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



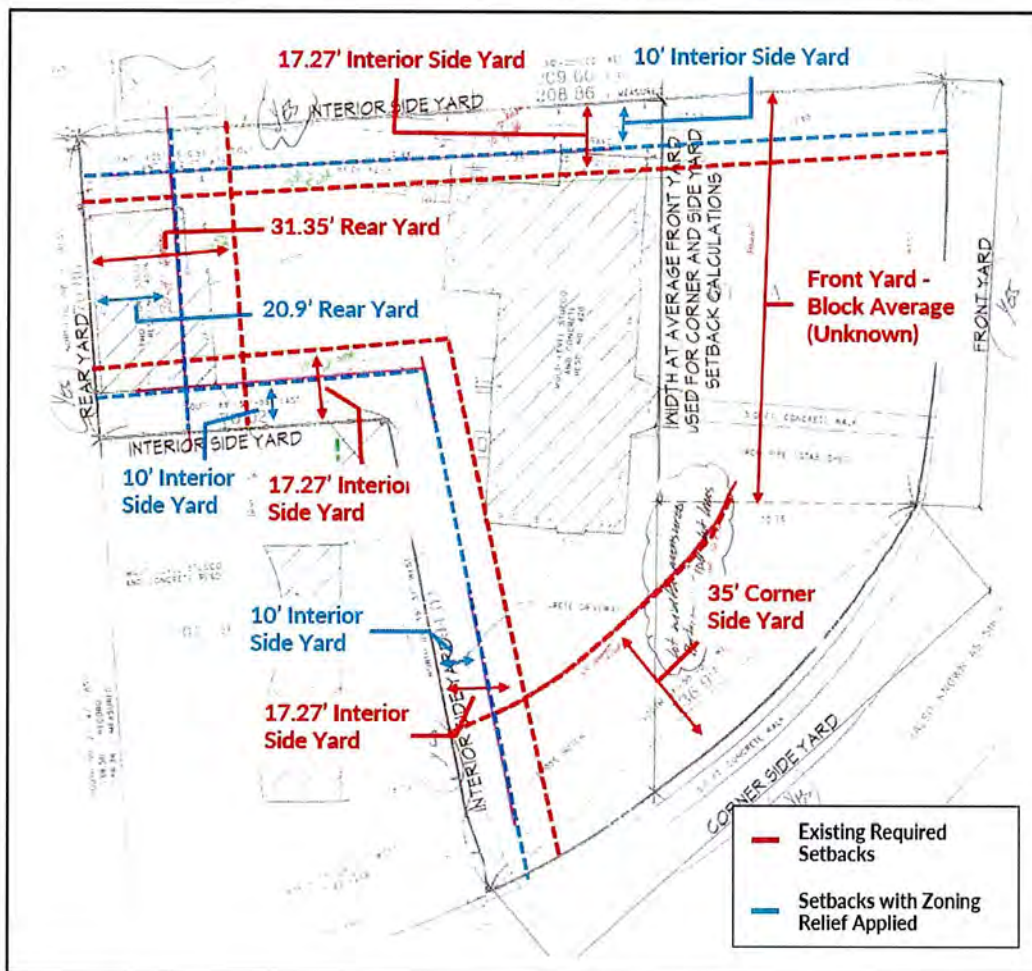
Birds Eye View



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

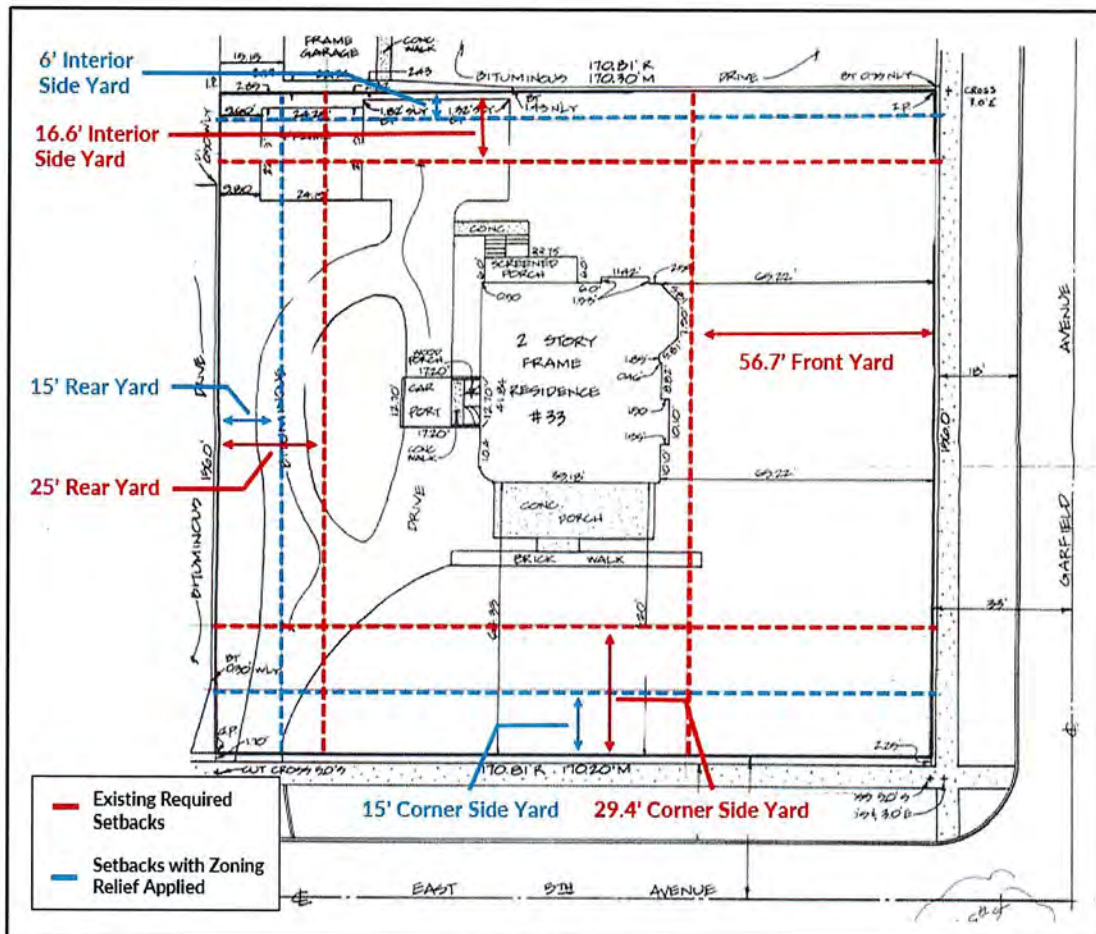


Birds Eye View



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>



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant
Name: <u>Village of Hinsdale</u>
Address: <u>N/A</u>
City/Zip: <u>Hinsdale, Illinois 60521</u>
Phone/Fax: (<u>630</u>) <u>789-7030</u> / _____
E-Mail: <u>comdev@villageofhinsdale.org</u>

Owner
Name: <u>N/A - Not Applicable</u>
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: _____

<p>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)</p> <p>1) <u>Robert McGinnis - Director of Community Development / Building Commissioner</u></p> <p>2) <u>Bethany Salmon - Village Planner</u></p> <p>3) _____</p>
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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 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





**VILLAGE
OF HINSDALE** FOUNDED IN 1875

**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 IN 1877

**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.



11a

MEMORANDUM

DATE: April 18, 2022
TO: President Cauley and the Village Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Robert McGinnis, Community Development Director/Building Commissioner *RM*
RE: **Community Development Department Monthly Report-March 2022**

In the month of March, the department issued 104 permits including 4 new single family homes, 15 residential alterations, 5 commercial alterations, and 2 demolition permits. The department conducted 375 inspections and revenue for the month came in at just under \$150,000.

There are approximately 66 applications in house, including 12 single-family homes and 11 commercial alterations. There are 59 permits ready to issue at this time, plan review turnaround is running approximately 2-3 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, 65 engineering inspections were performed in the month of March 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 16 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 March 2022

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEEs	FY TO DATE	TOTAL LAST YEAR TO DATE
New Single Family Homes	4	4			
New Multi Family Homes	0	0			
Residential Addns./Alts.	15	15			
Commercial New	0	0			
Commercial Addns./Alts.	5	5			
Miscellaneous	30	29			
Demolitions	2	2			
Total Building Permits	56	55	\$ 122,830.00	\$226,519.00	\$313,623.00
Total Electrical Permits	25	18	\$ 9,421.00	\$ 19,075.00	\$19,979.00
Total Plumbing Permits	23	19	\$ 17,454.00	\$ 33,128.00	\$42,255.00
TOTALS	104	92	\$ 149,705.00	\$278,722.00	\$ 375,857.00

Citations			\$750		
Vacant Properties	16				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	180	198			
Plumbing	52	52			
Property Maint./Site Mgmt.	78	74			
Engineering	65	43			
TOTALS	375	367			

REMARKS:

VILLAGE OF HINSDALE - March 29,

2020

Name	Ticket NO.	Location	Violation	Ord Fine	Result
Donegal Services	12551	720 S. Elm	Failure to Obtain Building Permit	250	w - default judgement
Harvey, Charles	12779	603 The Lane	Boat parked in driveway	250	w - default judgement
J. Jordan Homes	12783	720 S. Elm	Failure to Obtain Building Permit	250	w - default judgement

Total: 750 0

TOTAL: 750.00 0