# VILLAGE OF HINSDALE VILLAGE BOARD OF TRUSTEES MINUTES OF THE MEETING January 20, 2015

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, January 20, 2015 at 7:36 p.m.

Present: President Tom Cauley, Trustees Christopher Elder, J. Kimberley Angelo, William Haarlow, Gerald J. Hughes, Laura LaPlaca (arrived at 7:42 p.m.) and Bob Saigh

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Police Chief Brad Bloom, Fire Chief Rick Ronovsky, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Village Engineer Dan Deeter, Director of Economic Development & Urban Design Tim Scott, Director of Parks & Recreation Gina Hassett, Management Analyst Suzanne Ostrovsky and Village Clerk Christine Bruton

#### PLEDGE OF ALLEGIANCE

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

#### **APPROVAL OF MINUTES**

President Cauley suggested a change to the language of the draft minutes. Trustee Hughes moved to approve the draft minutes of the regularly scheduled meeting of January 6, 2015, as amended. Trustee Elder seconded the motion.

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

NAYS: None ABSTAIN: None

**ABSENT:** Trustee LaPlaca

Motion carried.

#### **CITIZENS' PETITIONS**

None.

# **VILLAGE PRESIDENT'S REPORT**

No report.

#### FIRST READINGS

# **Administration & Community Affairs**

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

President Cauley introduced the item and noted this is a pass-through cost. The city of Chicago is raising the rates to DuPage County residents. This is the fourth and final increase the DuPage Water Commission will pass to residents, an increase from \$3.97 to \$4.68/per gallon. The Board agreed to forward this item to the Consent Agenda on February 3<sup>rd</sup>.

President Cauley mentioned a Woodlands item which was removed from the agenda. He noted Village staff will study the bids in greater detail; this item will move to the next meeting of the Board.

# **Environment & Public Services**

# Approve a Funding Commitment for Utility Relocations for the Oak Street Bridge Replacement Project in the Amount not to Exceed \$115,000

President Cauley introduced the item and Trustee LaPlaca confirmed this matter was previously discussed at an Environment & Public Services (EPS) Committee meeting. President Cauley commented that although power lines are unsightly, he might not vote to approve this item in the event of a tie. He explained that revenues to the Village are flat, and this \$85,000 expenditure is steep. Trustee LaPlaca commented that the Village wants a beautiful bridge, and this is the most convenient time to bury the wires. The north side lines zigzag across the road, which is why the expense is so high, as opposed to the south side lines which are estimated at \$30,000. ComEd needs to do engineering and planning, and therefore would like a commitment at this time. aesthetic considerations, Trustee Hughes said another benefit to this project would be an increase in the reliability of electric service; this is a long term improvement. He stated further this should be considered as the Village will never be in a position to do this in one fell swoop again. Trustee Saigh said the aesthetic consideration is not insignificant. He understands the steep price, but also believes in the long view it is wise for protection, security, safety and because of the proximity to the hospital. He recommends making the expenditure in this particular instance. Trustee LaPlaca commented that what swayed the EPS Committee was Trustee Haarlow's comment about 'touching something once', millions of dollars are being spent on the bridge and we may never have the opportunity to bury the lines in the future. Village Engineer Dan Deeter explained it is easier and more cost effective to trench the lines in during the construction

Village Board of Trustees Meeting of January 20, 2015 Page 3 of 8

than to install them in the future which would require tearing up a road. Trustee Haarlow said this is probably the only time to do this and there is a lot to be said to doing this right. He also noted that the photos provided at EPS illustrated the compelling aesthetic reasons. Trustees LaPlaca, Saigh, Hughes and Haarlow are in favor of the expenditure. Trustee Angelo stated that he is not swayed. He thinks it will look nice anyway and this is too much money. Trustee LaPlaca pointed out the bridge is completely funded by grant dollars; for the Village to pay this amount seems reasonable. Trustee Elder is not convinced of either position at this time.

The majority of the Board agrees to the \$30,000 expenditure and will place this matter on the next agenda as a non-consent item. Village Manager Gargano said the photos provided to EPS will be included in the packet. President Cauley requested the difference in cost between burying the lines now as opposed to later. If necessary, this matter can be discussed again at the next meeting.

# **Zoning & Public Safety**

Approve a Resolution of the Village of Hinsdale Approving the Construction of Utility Lines on Property Jointly Owned by the Village of Hinsdale, Village of Oak Brook and the Forest Preserve District of DuPage County, for the Purpose of Serving the Ben Fuller House on Adjacent Property

President Cauley introduced the item and explained that the proposed work would be done by the Forest Preserve District, but because of a joint agreement with Oak Brook, they need our approval to proceed. There is no expense to Hinsdale. Trustee Saigh expressed concerns about tree removal. Ms. Jessica Ortega, from the Forest Preserve District Planning Department, addressed the Board. She explained that there would be some trees removed for this project; specifically several small mulberry, cottonwood and ash trees as well as a few box elders and hackberrys. The Forest Preserve would supplement this fall with additional tree planting. The removal of some of these trees will provide additional visibility for the house, which is good for safety. There is no change to the grade of this parcel. She explained the utilities would serve the interpretive center, which is a planned addition to the house. The Board agreed to move this to the Consent Agenda of their next meeting.

#### **CONSENT AGENDA**

# Administration & Community Affairs

Approval and Payment of the Accounts Payable for Checks issued on December 19, 2014 and for the Period of January 7, 2015 through January 20, 2015 in the aggregate amount of \$1,510,521.04 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk

Village Board of Trustees Meeting of January 20, 2015 Page 4 of 8

Trustee Haarlow moved Approval and Payment of the Accounts Payable for Checks issued on December 19, 2014 and for the Period of January 7, 2015 through January 20, 2015 in the aggregate amount of \$1,510,521.04 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Haarlow seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

# Approve an Ordinance Amending Various Sections of the Village Code of Hinsdale Relative to Standing Committees

President Cauley made note of a change he suggested to Rule 6 regarding the written record of meetings. Trustee Elder moved to Approve an Ordinance Amending Various Sections of the Village Code of Hinsdale Relative to Standing Committees. Trustee Angelo seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

Adopt Meeting Policies and Procedures; and
Adopt Guidelines for Citizens' Petitions, as is Consistent with the Illinois Open
Meetings Act; and
Adopt Guidelines for Use of Recording Equipment, as is Consistent with the
Illinois Open Meetings Act

President Cauley commented that he does not think First Read items should say the intent is to forward them to the Consent Agenda and recommended those items be noted they can proceed either to the Consent Agenda, the Committee of the Whole or as a Non-Consent Item. Trustee Hughes moved to Adopt Meeting Policies and Procedures; and Adopt Guidelines for Citizens' Petitions, as is Consistent with the Illinois Open Meetings Act; and Adopt Guidelines for Use of Recording Equipment, as is Consistent with the Illinois Open Meetings Act, with proposed modifications. Trustee Elder seconded the motion.

Village Board of Trustees Meeting of January 20, 2015 Page **5** of **8** 

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

#### **NON-CONSENT AGENDA**

### **Environment & Public Services**

Move to Waive the First Reading and Approve a Resolution Appropriating Funds for the Local Agency (LA) Portion of the Local Agency Agreement for Federal Participation for the Oak Street Bridge Replacement Project not to Exceed \$585,000

President Cauley introduced the item and explained that this expense is funded by grant money. Trustee LaPlaca moved to Waive the First Reading and Approve a Resolution Appropriating Funds for the Local Agency (LA) Portion of the Local Agency Agreement for Federal Participation for the Oak Street Bridge Replacement Project not to Exceed \$585,000. Trustee Saigh seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

Move to Waive the First Reading and Ratifying and Approving Land Acquisitions for the Oak Street Bridge Replacement Project in the Amount of \$618,500

President Cauley introduced the item and explained that this is the acquisition of easement property for the Oak Street Bridge project that had to be completed by January 16<sup>th</sup> for the March letting of the contract. He stated the Village has acquired the land. He thanked staff for their efforts and the hospital for their cooperation. Further, the acquisitions came in \$531,500 below budget. Trustee LaPlaca moved to Waive the First Reading and Ratifying and Approving Land Acquisitions for the Oak Street Bridge Replacement Project in the Amount of \$618,500. Trustee Saigh seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None Village Board of Trustees Meeting of January 20, 2015 Page 6 of 8

Motion carried.

Move to Waive the First Reading and Approve a Resolution of the Village of Hinsdale Approving the Use of a Portion of Village Park Property for Temporary Construction Purposes – Highland Park/Oak Street Bridge Project

President Cauley introduced the item stating that even though the Village owns the park, the Illinois Department of Transportation (IDOT) requires a special resolution to use part of the park for construction purposes. Trustee LaPlaca moved to Waive the First Reading and Approve a Resolution of the Village of Hinsdale Approving the Use of a Portion of Village Park Property for Temporary Construction Purposes – Highland Park/Oak Street Bridge Project. Trustee Elder seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

# **Zoning & Public Safety**

Move to Waive the First Reading and Approve an Ordinance Approving a Major Adjustment to a Planned Development – Hillgrove Avenue Setback and Floor Area Ratio of Planned Development at 120 North Oak Street – Adventist Hinsdale Hospital

President Cauley introduced the item and explained this relates to an understanding with the hospital regarding the north portion of their property. They will retain the same ability to rebuild on the property as it relates to FAR and setbacks. Trustee Hughes moved to Waive the First Reading and Approve an Ordinance Approving a Major Adjustment to a Planned Development – Hillgrove Avenue Setback and Floor Area Ratio of Planned Development at 120 North Oak Street – Adventist Hinsdale Hospital. Trustee LaPlaca seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

**DISCUSSION ITEMS** 

None.

# REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

#### **DEPARTMENT AND STAFF REPORTS**

The following Department reports were provided to the Board for review:

- a) Treasurer's Report (distributed with January 5<sup>th</sup> Finance Commission packet)
- b) Parks & Recreation December 2014
- c) MIS Monthly Report December 2014
- d) Police & Fire Reports November 2014 & December 2014
- e) Public Services Report November 2014 & December 2014
- f) Engineering Monthly Report November 2014 & December 2014
- g) Community Development Monthly Report November 2014 & December 2014

President Cauley suggested each Department Head provide a paragraph including what is worthy of discussion; an executive summary. These items will continue to be listed on the agenda. Trustee Elder asked about Parks & Recreation expenses for platform tennis, to which Director of Parks & Recreation Gina Hassett stated those expenses are just starting to post. Trustee Hughes noted the DuComm budget numbers are higher than anticipated. Police Chief Brad Bloom explained that the budget is calculated at 75% Police and 25% Fire, however, the Fire costs are based on Equalized Assessed Value (EAV). Hinsdale's EAV went up, so our proportional share is higher. It was noted that the actual budget number is \$25,000 higher than the projection. President Cauley remarked on the 2015 Road Construction. He recommended the Board talk about this before moving forward for this year. The Village is in year five or six of a fifteen year plan, and depending on how bad a street is or how frequently traveled, the schedule should be reevaluated. Trustee LaPlaca recommended reviewing as soon as possible, so as to get the best possible pricing when going out to bid. Assistant Village Manager/Finance Director Darrell Langlois provided an update for the Board regarding the water meter project. Phase I started in mid-November, there has been a 74% response rate, Phase II will begin in January. There has been no negative feedback from residents regarding the installations.

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None.

**NEW BUSINESS** 

None.

**CITIZENS' PETITIONS** 

None.

#### TRUSTEE COMMENTS

Trustee LaPlaca thanked staff for their work to get the Oak Street Bridge resolutions completed by the January 16<sup>th</sup> deadline. She also thanked Director of Public Services George Peluso for good work heading into winter, there has been one water main break already and his staff was very responsive.

Trustee Haarlow commented regarding new meeting/agenda procedures. He agrees it would be good to review the process in the future. He expressed concern regarding the Non-Consent Item description on the agenda in that time sensitivity could be abused and possibly provide a way for a special interest group to fast track a matter. Discussion followed wherein it was noted that some matters may not have a first read and may still need to be acted on, to make sure the Village can conduct its business in a timely manner. It was suggested there be a footnote to the agenda to explain the nature of an emergency or time-sensitivity. President Cauley does not want a system that is too loose, especially in the case of some future board that might not be as cohesive as this one.

#### **ADJOURNMENT**

President Cauley noted that based on this evenings business, there would be no need to schedule a Committee of the Whole. There being no further business before the Board, he asked for a motion to adjourn into closed session. Trustee Haarlow moved to adjourn the meeting of the Hinsdale Board of Trustees of January 20, 2015 into Closed Session for the purpose of discussing setting a price for the lease of property owned by the Village; and probably or imminent litigation, not to reconvene into Open Session. Trustee Elder seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

Meeting adjourned at 8:43 p.m.

ATTEST:						
	Christine M.	Bruton.	Village	Clerk		_

# DATE January 28, 2015

# **REQUEST FOR BOARD ACTION**

AGENDA Administration and Community SECTION NUMBER Affairs Committee	ORIGINATING DEPARTMENT	Parks and Recreation
ITEM Bid #1580 Landscape Maintenance & Mowing Bid	APPROVED	Gina Hassett, Director of Parks & Recreation

### Bid 1580 Landscape Maintenance & Mowing Bid

The Village's landscape maintenance and mowing bid expired in November of 2014. Annually, the Village bids out the landscape and maintenance for its 140 acres of public green space inclusive of right-of-ways, cul-de-sacs, passive areas and miscellaneous Village properties.

The contract price and the corresponding annual budget fluctuates from year to year and is dependent on actual expenses in prior years, the estimated actual for the current year, and weather, namely precipitation. Rainy summers as the past two summers (2013 and 2014) generally result in increased cost compared to budget as there is a greater need to mow (34 mows for parks and 40 for athletic fields). Actual 2013/2014 expenses totaled \$105,040 compared to the \$82,000 Budget. Whereas drier conditions such as those in 2012 result in reduced expense as the need to mow and landscape is less (30 mows) during these times. Actual 2012/2013 expenses totaled \$81,768 compared to the \$78,360 Budget.

The Village issued Bid #1580 in January of 2015. The bid specification provided for mowing and landscaping village right of ways and for all 17 parks and the community pool. The bid contemplated 34 mows at the parks and 40 mows for athletic fields as the length of the grass impacts the playing conditions of the fields. The number of mows was used to have a baseline to determine cost.

KLM Lodge and the Arts Center - The bid proposal included items that had previously not been included in prior the Public Services mowing bids as it was contracted separately by Parks and Recreation Staff as this work was for KLM Lodge only. This work has been added to this request for services in an attempt to benefit from economies of scale and have all mowing work in the Village completed by one vendor.

Right of Ways - The bid proposal provides for mowing and landscaping of the Village's Right of Way. Three locations were added to the existing scope of the work. One area in particular was added because of requiring the services of a contractor to perform this work during the latter part of last summer due to resident complaints regarding sight lines at Taft and 55th due to overgrowth. This area required frequent mowing. After consultation with the Public Services Director it was determined that in house staff cannot stay on top of the heavy growth that occurs in this area during the summer due to all the other competing projects requiring the Public Services staff's attention and should be added to the overall right of way work. Similarly, Stough and Route 83 was added due to the inability of in-house staff to complete this in addition to its other duties.

Weed Removal - The bid proposal also included receiving pricing for weed removal at certain locations throughout the Village. This item was added to allow staff the flexibility to utilize staff more efficiently. Currently, in addition to the temporary summer help, our highly skilled Public Services staff is taken from more value added projects to perform this task in response to complaints. Utilizing the contractor will allow for the Public Services staff to remain focused on value added work such as keeping the tennis courts in playable condition and other upkeep in the parks including performing preventative maintenance, playground inspections and athletic field maintenance.

The Village issued a bid for these services in January and received five proposals on January 19th. The Village's Horticulturist and Parks Director reviewed the proposals. The lowest bidder for this work is Beary Landscaping from Lockport, Illinois. In addition to having worked for the Village before as a contractor at KLM, staff checked references and found that they have performed in a satisfactory manner for others for this type of work.

	Beary Landscaping	On the Green Solutions	Carefree Lawn Maint.	Kings Landscaping Co	GLI Georges Landscaping
	15001 W 159th Street	PO Box 127	17751 Gougar Road	5545 S ⊟m St	1410 Mills Road
	Lockport, IL 60491	Clarendon Hills, IL	Lockport, IL 60441	Hinsdale, IL 60521	Joliet, IL 60433
Assignment A-Municipal Right-of -Ways	\$20,622.60	\$30,450.00	\$63,380.50	\$27,276.00	\$66,500.00
Assignment B - Parks	\$91,551.56	\$96,528.82	\$111,326.04	\$152,319.00	\$303,657.50
Total	\$112,174.16	\$126,978.82	\$174,706.54	\$179,595.00	\$370,157.50

Staff recommends that the Village award Bid #1580 to Beary Landscaping in the amount of \$105,405 for a period of one year with an option to renew for second year. The difference between the bid proposal of \$112,174 and staff's recommendation is that rather than budgeting for the 40 mows needed during a rainy summer, staff used an average of 32 mows which brings the total estimated cost \$105,405. This amount is the same as the actual expense in 2014 even with the additional items. Staff believes the recommended additions to the scope of work will improve the appearance of the parks and result in more efficient deployment of staff resources.

Should the Board concur with Staff's recommendation, the following motion would be appropriate:

MOTION: To recommend the Board of Trustees award Bid #1580 for landscape maintenance and mowing in the amount of \$105,405 for FY15/16 to Beary Landscaping with an option to renew for a second year.

STAFF APPROVALS

Parks & Recreation			MANAGER'S
APPROVAL APPROVAL	APPROVAL	APPROVAL	APPROVAL
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**BOARD ACTION:** 

### REQUEST FOR BOARD ACTION

AGENDA Administration and Community SECTION NUMBER Affairs Committee	ORIGINATING DEPARTMENT	Parks and Recreation
ITEM Community Pool Pricing Adjustments	APPROVED	Gina Hassett, Director of Parks & Recreation

**Community Pool Pricing Adjustments** 

At the January 27<sup>th</sup> Park & Recreation Commission, there was a unanimous recommendation to implement a Non-Resident rate for the 10-Visit Pass and to offer a pilot program for a "Neighborly" rate for non-residents. Below is a summary of the proposed adjustments. Pool passes go on sale March 2<sup>nd</sup>.

**10-Visit Pass** – The pass is 10 pre-paid visits. Currently Residents and Non-Residents pay the same fee for the 10-Visit pass. At current pricing, the pass provides a \$1 discount off the daily admission for Residents and a \$5 discount for Non-Residents. The pass is transferable; unused visits expire at the end of the season.

10-Visit Pass sales continue to be a strong revenue category; revenue increased 25% (\$6,042) over the prior year. Non-Resident 10-visit Pass sales increased 44% (\$4,485) over the prior year. Increasing the fee for Non-Resident 10-Visit passes from \$70 to \$100 would provide a discount off the daily rate, but would reduce the discount from \$5 to \$2 per visit. In 2014, 354 10-visit passes were sold; 41% (146) were purchased by Non-Residents. Based on the previous year's sales, the fee increase would generate \$4,380 in additional revenue if sales remain flat.

Neighborly Rate – The Commission recommended a pilot program that would extend a "Neighborly" rate to residents in nearby communities that do not have community pools; the proposed rate would be \$75 over the current resident season pass rate. The proposed fee is \$150 less than the current Non-Resident family season pass fee. Providing a reduced rate may increase Non-Resident season pass sales; the current cost is \$515. Clarendon Hills offers a "Neighborly" rate that generates \$10,000 in revenue per year; the communities that are eligible for their rate include Darien, Downers Grove, Westmont, and Willowbrook. Staff feels that the Neighborly rate will attract new Non-Resident members. A table with the current and proposed rates is included below.

The proposed communities that would be eligible for the Hinsdale Neighborly rate would include: Golfview Hills, LaGrange, LaGrange Park, Western Springs and Willowbrook. However, please note that if "Neighborly" rates are approved and pass sales remain flat, there is a risk that revenue for non-resident passes could decrease as a result of the lower pricing. To cover revenue lost due to lower rates, Non-Residents pass sales would need to increase by 10 additional. The proposed "Neighborly" rate is \$75 over the Resident pass rates; the proposed rates are provided in the table.

	Early Bird R (March 2-Apri		}		
	Hinsdale Resident	N	on-Resident		osed Pilot hborly Rate
Family	\$ 290	\$	515	\$	365
Individual	\$ 165	\$	260	S	240
Senior Citizen (62 yrs. +)	\$ 80	\$	155	\$	155
	 Regular Ra (Begin May				
	Hinsdale Resident	No	n-Resident		osed Pilot aborly Rate
Family	\$ 315	.,	540	\$	390
Individual	\$ 185	\$	285	S	360
Senior Citizen (62 yrs. +)	\$ 80	\$	166	\$	155

Should the Board c	oncur with Staff's	recommendation, the	following motion wou	ald be appropriate:
MOTION: To appa a pilot program for	prove the Communi the 2015 season of a	ity Pool pricing adjustn a Neighborly rate as out	nent of \$100 for Non-R tlined in the table abov	esidents 10-Visit pass and e.
r r r				
AFF APPROVALS				
ks & Recreation	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
OARD ACTION:				

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**DATE:** February 3, 2015

REQUEST FOR BOARD ACTION

ITEM Woodlands Phase 3 Project Design Engineering Sixth St., Woodside Ave., Princeton Rd., & Others  APPROVAL Daniel M. Deeter Village Engineer	SECTION NUMBER   First Reading - EPS   D	ORIGINATING DEPARTMENT Public Services APPROVAL Daniel M. Deeter
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The Master Infrastructure Plan provides \$512,000 for design and construction observation services for Phase III of the Woodlands project. The \$512,000 was determined as design and observation costs are typically 10% of the construction estimate (\$5,120,000). The Woodlands Phase III includes work related to all utilities, including street, water and sewer improvements. Rain gardens are a key feature to this project to aid in remediating the drainage issues that were present in this area in an aesthetcally pleasing manner.

# Phase III consist of the following streets:

•	Sixth Street	County Line Road	to Princeton Road
•	Woodside Avenue	County Line Road	to East End
•	Princeton Road	Woodside Avenue	to Harding Rd./Seventh Streets
•	Bittersweet Lane	West End	to East End
•	Dalewood Lane	Sixth Street	to East End

On November 14, 2014 staff sent Requests for Proposal (RFPs) to five (5) engineering consultants with satisfactory relationships with the Village; the results are summarized in the table below. An additional comparison is attached for the Board's consideration. As has been the established practice, the firms were asked to provide a proposal for construction observation in addition to the design proposal. This is done as it makes sense to have the same firm observe the construction of the project it designed. Therefore, consideration should be given to the total combined cost for design and construction observation. The design and construction proposals are firm proposals and will not change unless the project scope changes.

	HR Green	JJ Benes	Bowman	K Plus	CBBEL
Design	182,495	217,931	158,852	150,227	198,029
Construction Observation	193,405	328,441	168,400	189,300	200,080
Total	\$375,900	\$546,372	\$327,253	\$339,527	\$398,109

It is important to remember that awards of professional services, such as this, are permitted by purchasing laws to be handled differently. The strict rules of the bid process, which require the award be given to the lowest bidder, do not apply. The work contemplated by this award requires the services of individuals possessing a high degree of professional skill. Things such as past performance, familiarity, complexity of the work and the nature of the professional relationship with the vendor are all appropriate things to factor in when awarding a contract for professional services.

Staff compared the proposals received from Bowman and K Plus to that of the consultant the Village used on Phase I and II of the project, HR Green. As is reflected in more detail in the accompanying comparison, certain areas stand out when comparing Bowman and K Plus to HR Green. Most notable is the area of design. Bowman's design quote is \$25,000 less than HR Green, and K Plus is \$43,000 less than HR Green. In reviewing the proposals, the site-specific specialized design of the rain gardens in the Woodlands substantially drives up HR Green's proposal. HR Green has intimate knowledge of the work hours required for design and construction in the previous phases, and their proposal is reflective of this experience.

The unique nature of the rain gardens impacts the time needed for the construction observation component of the project. Most consultants have experience with integrating "green" stormwater infrastructure into commercial or institutional settings. HR Green's experience is unique in that they have successfully integrated "green" stormwater into a residential area (Woodlands Phase I and II). Their success is directly attributable to the experience and personal attention of the HR Green engineers and landscape architect. The landscape architect that worked on PhaseI and Phase II of the project is an employee of HR Green and would not otherwise be available to provide consultation. The involvement of this same landscape architect would provide consistency in the construction and design of the rain gardens to those from the prior phases.

The Bowman bid provides considerably fewer labor hours for construction observation (500 less labor hours than HR Green). The K Plus proposal was not analyzed, as its price proposal in this area exceeded construction observation quotes from HR Green and Bowman and did not account for the record drawings which are required after the installation of the rain gardens and completion of the project.

During the Woodlands Phase I and II Projects, HR Green demonstrated an exceptional understanding of municipal infrastructure engineering, the Village of Hinsdale standards and procedures and the needs of Hinsdale residents. Additionally, HR Green has proven its:

- Understanding of the work and the hours needed to complete the project consistent with the previous phases of the project
- Ability to complete this project on time and under Budget as it did in Phase I and Phase II
- Familiarity with the unique design challenges of the Woodlands
- Sensitivity to the Woodlands community and expectations

Therefore, it is staff's recommendation that HR Green will provide the most consistent product and the highest level of service for this final phase of the Woodlands Project.

The design phase is anticipated to occur from February 2015 – March 2016. Construction will begin Spring 2016.

Motion: To Award the Engineering Services for the Design of the Woodlands Phase 3 Project to HR Green, Inc. in the Amount Not to Exceed \$182,495

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APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE A	CTION:			
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BOARD ACTION	N:			
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# Engineering Proposals - Woodlands Phase III Design & Construction Hinsdale, IL

RFP notice sent 11/14/14 Proposals Due: 12/19/14

	HR Green	J.J. Benes		Bowman		K Plus		CBBEL
Topographic Survey	\$ 6,930.00	\$ 6.172.00	\$	6,900.00	\$	20.750.00		
Design, Construction & Bid	\$ 145,248.00	\$ 140,603.00	\$	120,250.00	\$		\$	183,949.00
Document Prep Soil Borings (8 each)	\$ 11,500.00	\$ 26,216.00	\$	9,800.00	\$	12,925.00	\$	5 900 00
Televising Sewer (1,550 LF)	\$ 4,200.00	\$ 17.816.00	\$	7,402.50	\$	6.825.00	\$	-,
Cost Estimates	\$ 3,032.00	\$ 6,971.00	\$	5,000.00	۳	0,020.00	Ψ	0,130.00
Meetings	\$ 11,585.00	\$ 20,153.00	\$	9,500.00	\$	6,762.00		
Design Total	\$ 182,495.00	\$ 217,931.00	\$	158,852.50	\$	150,227.00	\$	198,029.00
Design Budget 250,000 Under budget	\$ 67,505.00	\$ 32,069.00	\$	91,147.50	\$	99,773.00	\$	51,971.00
Construction Observation	\$ 176,925.00	\$ 233.666.00	\$	151,400.00	\$	184.300.00	\$	174,100,00
Material Testing	\$ 5,500.00	\$ 61,564.00	\$	9.500.00	\$	5,000.00	\$	10,500.00
Meetings	·	\$ 9,171.00	Ċ	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•	-,	\$	5,160.00
Record Drawings	\$ 10,980.00	\$ 24,040.00	\$	7,500.00	•		\$	10,320.00
Construction Observation Total	\$ 193,405.00	\$ 328,441.00	\$	168,400.00	\$	189,300.00	\$	200,080.00
Const. Observation Budget 262,000 Under budget	\$ 68,595.00	\$ (66,441.00)	\$	93,600.00	\$	72,700.00	\$	61,920.00
Total Cost	\$ 375,900.00	\$ 546,372.00	\$	327,252,50	\$	339,527.00	æ	398,109.00
Total Budget 512,000 Under budget	\$ 136,100.00	\$ (34,372.00)	\$	184,747.50	\$	172,473.00	5556656666	113,891.00

# Engineering Proposals - Woodlands Phase III Design & Construction Hinsdale, IL

RFP notice sent 11/14/14 Proposals Due: 12/19/14

Topographic Survey <sup>1</sup>
Misc. plan development & permitting
Roadway infrastructure
Water Infrastructure
Sanitary Sewer infrastr.
Stormwater Analysis
Stormwater green infrastr.2
Design, Construction & Bid
Document Prep. Sub-total
Soil Borings (8 each) <sup>1</sup>
Televising Sewer (1,550 LF) <sup>1</sup>
Cost Estimates
Meetings
Design Sub-Total
Construction Observation
Construction Staking
Material Testing <sup>1</sup>
Meetings
Record Drawings <sup>2</sup>
<b>Construction Observation Sub-Total</b>
•

	HR Green			Bowman		
Hours		Fee	Hours		Fee	
59	\$	6,930.00		\$	6,900.00	
	İ		192	\$	15,430.00	
611	\$	76,650.00	244	\$	28,760.00	
171	\$	21,415.00	180	\$	20,120.00	
50		6,943.00	98	\$	11,040.00	
216	\$	20,736.00	156	\$	19,040.00	
120	\$	19,504.00	212	\$	25,860.00	
1168	\$	145,248.00	1082	\$	120,250.00	
	L.				·	
	\$	11,500.00		\$	9,800.00	
	\$	4,200.00		\$	7,402.50	
24	<b>6</b> 3	3,032.00		\$	5,000.00	
73	\$	11,585.00	60	\$	9,500.00	
1265	\$	182,495.00	1142	\$	158,852.50	
1312	\$	145,225.00	1200	\$	120,600.00	
291	\$	31,700.00		\$	30,800.00	
	\$	5,500.00		\$	9,500.00	
185	\$	10,980.00		\$	7,500.00	
1788	\$	193,405.00	1200	\$	168,400.00	
3053	\$	375,900.00	2342	\$	327,252.50	

#### Notes:

**Total Cost** 

- 1 by sub-contractor
- 2 Design of rain gardens. Estimated from previous phases.



# PROFESSIONAL SERVICES AGREEMENT

For

# Woodlands Infrastructure Improvements Project Phase 3

Daniel Deeter, P.E. Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521-3489 630-789-7000

T. Scott Creech, P.E. HR Green, Inc. 323 Alana Drive New Lenox, IL 60451 HR Green Project: 87140437

December 19, 2014 Revised: January 28, 2015

# **TABLE OF CONTENTS**

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8 N	TERMS AND CONDITIONS

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

#### 1.0 Project Understanding

1.1 The services required for this project are to include design, bid/construction document preparation, permitting services, construction observation, construction staking services, miscellaneous topographic survey, and record drawings for Phase 3 of the Woodlands Infrastructure Project. Geotechnical Services shall also be included for the Phase 3 area within this proposal. Phase 3 will include the following areas:

Street Name	From	То	Est. Dist. (LF)	Scope
Street Name  Bittersweet Lane Bittersweet Lane Dalewood Lane 650 Dalewood Ln. Princeton Road Princeton Road Princeton Road Sixth Street Sixth Street Woodside Ave. Woodside Ave.	From  West End Princeton Sixth St. Dalewood Woodside Sixth Bittersweet County Line Dalewood County Line Hillcrest	Princeton East End East End Bittersweet Sixth Bittersweet Seventh Dalewood Princeton Hillcrest Princeton	435 360 500 350 260 435 670 425 900 725 613	Pvmt, stm, san. & water main Pvmt, stm, & water main Pvmt, stm, san. & water main Stm swr directionally bored Pvmt, stm, & water main Pvmt, stm, & san. & water main Pvmt, stm, & san. Main Pvmt, stm, & water main
Woodside Ave. Woodside Ave. Woodside Ave.	Hillcrest Princeton Springlake	Princeton Springlake Columbia	613 170 675	Pvmt, stm, & water main Pvmt, stm, & water main Pvmt, stm, & water main

The Phase 3 proposed improvements include storm water management utilizing the previously prepared Woodlands Green Initiatives for Stormwater Management Feasibility Study dated December 2009 as a guide, water main replacement, sanitary sewer rehabilitation and selective replacement, roadway reconstruction, and Portland Cement Concrete edge treatment. *Until the Phase 3 project design commences, the number of 'Green Initiative' stormwater retention areas are unknown. This is a key element affecting several design and construction tasks included herein. Therefore, for the purposes of this proposal we have assumed the number of rain gardens, bioswales, and underground stormwater detention areas/volumes to be approximately 70% of what was designed and constructed for the Woodlands - Phase 1. Also included are permitting and coordination with various agencies, preliminary and final opinion of construction cost estimates for Phase 3.* 

It is understood that funding for the proposed improvements will be provided by the Village through bonding, grants and special service assessment (SSA) with the SSA being utilized for approximately 40% of the roadway improvements. An IGIG from the Illinois Environmental Protection Agency (IEPA) is anticipated to assist in funding the storm water management improvements.

1.2 The plans will be prepared in accordance with standard design guidelines from Illinois Department of Transportation (IDOT) Standards for Road and Bridge Construction, IDOT Bureau of Local Roads Manual, Policies and Procedures, and Illinois Environmental

Professional Services Agreement Woodlands Infrastructure Improvement Project - Phase 3 Village of Hinsdale Revised: January 28, 2015 Page 2 of 19

Protection Agency (IEPA) policies, applicable policies and ordinances for the Village of Hinsdale, Flagg Creek Water Reclamation District (as applicable), Cook County and Illinois State Toll Highway Authority (ISTHA - as applicable), MWRDGC and DuPage County Stormwater Ordinance.

### 2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following Survey, Design, and Construction Observation services for The Woodlands Infrastructure Improvement Project - Phase 3:

- Water Main Replacement Services
- Sanitary Sewer Services (lining and replacement as required)
- Roadway Reconstruction Services
- Storm water Services
- Cost Estimates
- Geotechnical Investigation Services
- Miscellaneous Topographic Survey as needed for Phase 3
- Permitting
- Bid & Construction Document Preparation
- Meeting/Presentation Participation
- Landscape Architecture Services—Stormwater 'Green Initiatives'
- Construction Layout/Staking
- Construction Observation
- Record Drawings

The following outlines in greater detail our specific approach to providing the services mentioned above.

#### 2.1 Water Main Replacement and Sanitary Sewer Services

COMPANY will develop water main and sanitary sewer construction documents. In doing so, COMPANY shall prepare the Contract Plans and Specifications for the utility improvements associated with the Woodlands Infrastructure Project, Phase 3 based on the following:

- i. Within Phase 3 project limits approximately 5,500 lineal feet of 6" water main shall be replaced with anticipated 8" & 10" diameter water main. Size and material of both the existing water main and the proposed replacement shall be determined through coordination with CLIENT staff and confirmed by the CLIENT prior to design and plan preparation.
- ii. The special provisions and details for the water main installation shall be based on standard open cut methods in order to allow for disconnection and reconnection of the existing water service lines. Specifications and details for trenchless water main construction shall be included for select segments if it is determined by COMPANY to be the most efficient method of construction due to project constraints.
- iii. Approximately 2,100 lineal feet of 8" and 10" diameter sanitary sewer located within the Phase 3 project limits shall be lined with cured-in-place pipe (CIPP)

Professional Services Agreement Woodlands Infrastructure Improvement Project - Phase 3 Village of Hinsdale Revised: January 28, 2015 Page 3 of 19

lining construction materials. It is anticipated that a small portion of the sewer shall be removed and replaced in conjunction with the rehabilitation improvements. COMPANY shall provide specifications and details for bidding and construction of proposed sewer lining and reconstruction improvements. Based on similar project experience, it is not anticipated that a permit from the IEPA will be necessary for lining or 'in kind' repair and therefore these services are not included herein. It is assumed that lining of individual sewer service lines or portions thereof will not be included in this project.

- iv. Location of the existing storm drain and sanitary service connections shall be coordinated with the CLIENT prior to design. Electronic Video TV inspection is anticipated to be required to supplement the design of CIPP lining and sanitary sewer reconstruction of the combined sanitary sewers within Phase 3. Subconsultant services have been provided in this contract/proposal for video inspection.
- v. Upon review of the field records and the TV Video documentation, it is expected that those connections which are unable to be deciphered as either storm or sanitary will require field dye testing by others for further verification. No services have been provided for dye testing, as it has been assumed that the CLIENT's maintenance crews are qualified to perform verifications as needed.
- vi. COMPANY shall prepare and submit the required water main construction permit applications and associated support calculations to the Illinois Environmental Protection Agency (IEPA).

#### 2.2 Roadway Reconstruction Services

COMPANY will provide roadway design associated with the Woodlands Infrastructure Project, Phase 3. The following services associated with the roadway improvements will be provided:

- Within the area specified in the Project Understanding section the proposed improvements include approximately 6,518 feet of existing rural residential streets:
- ii. Data collection, topographic survey as detailed below;
- iii. Existing utility information shall be developed from the above ground facilities picked up by the topographic survey, painted utility locations, and information acquired from the utility owners (utility atlas);
- iv. Project specifications and special provisions;
- v. The pavement within the limits of the roadway improvement shall be replaced to full depth. Improvements at intersections shall extend to cross street radius returns. Access to driveways shall be maintained during the course of construction;
- vi. Existing driveway pavement, sidewalk (if existing), and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT;
- vii. Modifications to the roadway geometry are not anticipated to be required;
- viii. Geotechnical investigation is included within this contract by a sub-consultant of COMPANY. As requested in the RFP, this work is anticipated to include a total of twelve (12) soil borings at 6 feet in depth for determination of soil bearing

- conditions. Borings will also be analyzed for CCDD material content. Exact location shall be determined during the design portion of this project.
- ix. It is anticipated that the improvements shall be built within the existing right of way. No additional right-of-way or easements are anticipated to be required;
- x. No structural elements are anticipated to be required (bridges, retaining walls, box culverts, etc.) and have not been included in this proposal;
- xi. An environmental review and analysis is not required and the improvements are not foreseen to involve environmental issues (wetlands, contaminated soils, floodplains, etc.). These items are not included in this proposal;
- xii. It is understood that impacts to existing trees foliage are undesirable and to be avoided. COMPANY will provide design components and specifications which minimize the impacts to the existing landscape while providing the infrastructure improvements required/desired.
- xiii. Lighting and traffic signal improvements are not required and have not been included in this proposal;
- xiv. Pavement marking plans shall be combined onto the plan drawings as necessary in accordance with IDOT BLR guidelines. Separate pavement marking drawings are not included in this proposal;
- xv. Erosion control plans are anticipated to be combined onto the drainage plan/profile drawings. Separate erosion control drawings are not included in this proposal.; and
- xvi. Administration and Project Management.

#### 2.3 Storm water Services

COMPANY assisted the CLIENT in implementing the green infrastructure design in the Phase I and Phase II portions of the project. The experience gained during Phase I and Phase II design including public comments, CLIENT Staff concerns on BMP locations, tree impacts, construction, etc. will be utilized in developing the concept of green initiatives for the Phase 3 portion of the project.

COMPANY will provide storm water services associated with the Woodlands Infrastructure Project, Phase 3 based on the above understanding. Specifically, COMPANY will provide the following services:

- i. Utilize detailed project topography and County topography to delineate existing watershed boundaries within the Phase 3 project limits.
- ii. Coordinate with CLIENT on flooding locations within the Phase 3 project boundaries.
- iii. Prepare an existing condition XP-SWMM model (utilizing the model previously completed by AECOM for CLIENT). Adjustments to the model will be made based on detailed topography and site conditions. The existing model will be prepared in order to calibrate to known flooding locations as well as to establish an existing conditions discharge from the watershed area.
- iv. Prepare a concept of best management practices (BMP) locations for coordination with the CLIENT. The BMP's will be located in consolation with the CLIENT with an objective to achieve potential reduction in the runoff, address flooding complaints and minimize tree impacts.
- v. Prepare locations of soil borings based on concept BMP locations.

- vi. Prepare a preliminary proposed conditions XP-SWMM model to confirm desired reduction in runoff. The design will be based on managing the 10-year design storm underground using a combination of storm sewers, underground detention, and best management practices. An overland flood route will be evaluated for the 10-100 year storms.
- vii. Attend a meeting with the CLIENT to present the findings. Finalize XP-SWMM model.
- viii. Incorporate revised design including design specifications, soil erosion and sediment control plan and details in the contract plans. Prepare and/or coordinate the preparation (through the system supplier) operation and maintenance plans for the various best management practices and green approach utilized in the final design including but not limited to rain gardens, bioswales, and underground storm water management system(s) as approved by CLIENT.
- ix. Landscape Architecture services for planting plans, etc. as detailed under Landscape Architecture Service section under additional services.
- 2.4 Opinion of Probable Construction Cost Estimate for Phase 3 COMPANY will develop Opinion of Probable Construction Cost Estimates for Final Submittal and prior to Bid Opening.

#### 2.5 Topographic Survey

COMPANY will provide the topographic survey services associated with the Subject Project which will include the following:

- i. Field Survey COMPANY will perform pick-up topographic survey at various sections of the public streets and public areas lying within the project limits as determined by a COMPANY engineer. COMPANY will locate visible manhole structures and provide invert depths and pipe sizes (where possible) on public storm sewers, sanitary sewers and water main utilities located within the limits specified above. COMPANY will attempt to map the underground utilities within the limits specified above based on best available information (i.e. Julie markings, Village Atlas, etc.). Trees six (6) inches or larger in diameter lying within the limits specified above will also be located and shown on the survey, but species will not be identified. Elevations will be referenced to the Hinsdale benchmarks, which are on the NAVD 88 vertical datum. Coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System. It is assumed that there will be five (5) trips to the site required to complete this task.
- ii. Topographic Survey Drawing The final drawing will depict existing visible improvements within the areas described above. The final drawing will be incorporated into the Engineering Plans to be prepared by COMPANY. The drawing will be completed in Microstation V8 with data processed in GEOPak. Because the topographic data collected will be used specifically for in-house design, a Topographic Survey Plat will not be prepared and therefore is not included within this contract.

#### 2.6 Permitting

The project limit is located in the corporate limits of the Village of Hinsdale. The Village has adopted the DuPage County Stormwater Ordinance across the entire Village. It is understood that the entire Woodlands Infrastructure Improvement (Phases I, II, & 3) project is governed by the DuPage Stormwater Ordinance prior to the current update and this proposal reflects this assumption. In addition, the outfall from the project is to a ditch system along Interstate 294, which is under the jurisdiction of Illinois State Toll Highway Authority (ISTHA). Finally, Village of Hinsdale is also governed by rules and regulations of Metropolitan Water Reclamation district of Greater Chicago (MWRDGC). As such, COMPANY will coordinate, prepare and submit permit applications to these various agencies as required. COMPANY envisions a pre-application meeting/correspondence with the above agencies, early on during the project to establish and obtain concurrence on design guidelines, permit submittal requirements, and permit review turnaround times. Using a pre-application meeting at the onset of the project generally leads to improve communications with the permitting agencies and reduce surprises in regards to project schedules.

COMPANY will prepare and submit to the Illinois Environmental Protection Agency (IEPA) Division of Public Water Supplies Permit for the Phase 3 water main construction.

The existing combined Sanitary/Storm Sewer is tributary to and subject to the Flagg Creek Water Reclamation District review. COMPANY intends to coordinate with the FCWRD via a pre-application meeting/correspondence with the early in the project design to establish and obtain concurrence on design guidelines, permit submittal requirements, and permit review turnaround times. COMPANY shall prepare and submit the applicable permitting associated with the rehabilitation of the sanitary sewer.

Additionally, COMPANY shall prepare and submit to the IEPA the Notice of Intent and Notice of Termination for the proposed project improvements.

#### 2.7 Construction Documents

COMPANY will provide contract plan/specification preparation services and bidding associated with the Woodlands Infrastructure Project, Phase 3. Within the area specified in the Project Understanding section the proposed improvements include approximately 6,518 feet of existing rural residential roads; 5,500 feet +/- of 8" and 10" diameter water main; 2,100 feet +/- of 8" and 10" diameter sewer; and stormwater management treatments including green initiative type of infrastructure. The following services associated with the project contract plan/specification preparation and bidding assistance will be provided:

- i. Contract Plans (including roadway, sanitary, water, stormwater, landscaping, and soil erosion and sediment control plans);
- ii. Project specifications and special provisions;
- iii. Utility coordination;
- iv. Geotechnical Engineering Services (sub-consultant) as detailed herein under additional services:
- v. Review Geotechnical Report (as prepared by sub-consultant) for locations as detailed herein;

- vi. Storm Water Pollution Prevention Plan submittal to IEPA;
- vii. Develop pay items and schedule of quantities;
- viii. Engineer's Opinion of Probable Construction Cost (EOPCC) for Phase 3.
- ix. Coordination with ISTHA, FCWRD, IEPA and other Agencies as required;
- x. Disposition of review comments;
- xi. Quality Control;
- xii. Three (3) bid/construction document submittals have been included in this proposal for the CLIENT preliminary (30%), 60% and pre-final (90%). Pre-final (90%) and Final plans (100%) shall be submitted to FCWRD, MWRDGC, IEPA, Illinois Toll Highway Authority (as applicable), and DuPage/Cook Counties (as applicable). A Local Letting is anticipated for this project and services are included as indicated herein. DuPage County review is not anticipated to be required and is not included in this proposal.
- xiii. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
- xiv. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.

# 2.8 Meeting/Presentation Participation

COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per approved addendum.

- Four (4) Monthly meetings with the CLIENT at EPS Committee meeting;
- Three (3) Home Owners Association meetings;
- One (1) meeting each with Cook County, MWRDGC, and ITHA.
- One (1) Bid Opening meeting and bidding period services;
- One (1) Pre-Construction Meeting (See Construction Obs. Section Herein).
- Weekly Construction Progress Meetings (See Construction Obs. Section Herein).

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

# 2.9 Landscape Architecture Services – Storm water Green Initiative Services

As the storm water management design will incorporate "green initiatives" utilizing rain gardens, landscape architecture services are required to prepare a landscape planting plan. COMPANY will use in-house professionals to provide landscape architecture services that will be evolving throughout the course of this project. Specifically, some of the areas that will require landscape architecture professionals include the following:

- Conceptual Planting Plans COMPANY will prepare conceptual planting plans for the Rain Garden areas to be reviewed by the CLIENT. This will include a detailed plant palette.
- ii. Construction Documents COMPANY will then prepare Construction Documents

Professional Services Agreement Woodlands Infrastructure Improvement Project - Phase 3 Village of Hinsdale Revised: January 28, 2015 Page 8 of 19

for the rain garden areas and make one (1) submittal including necessary calculations and an estimate of probable cost, specifications, and details. The drawings will specifically address the following:

- ✓ Landscape Design Analysis COMPANY's landscape architecture and planning staff will review the existing and proposed site conditions including soil borings as well as utilities in preparation for laying out the landscape design. COMPANY will then prepare a design that will coordinate with the engineering design illustrating the landscape planting incorporating Best Management Practices.
- ✓ Rain Garden Planting Design Typically consists of deep water emergent and/or shallow water emergent plug communities, and the establishment of wet/mesic communities alongside slopes for slope stabilization. Proper design including species diversification, plant spacing, and coverage will be imperative to the success of the filtration system.
- ✓ Plant Palette Typically consists of native plant materials where possible that are well adapted to the locale in order to:
  - Facilitate infiltration and cleansing of the storm water runoff
  - Provide food and habitat for native wildlife
  - Decrease or eliminate water needed for irrigation of landscape plants
  - Minimize long-term maintenance
  - Stabilize slopes and protect the downstream water quality by controlling soil erosion
- ✓ Maintenance Specifications COMPANY will prepared as part of the Construction Documents as the Rain Garden areas' success relies on a consistent schedule of maintenance and weed control. Specifications will include language addressing:
  - Site and bed preparation
  - Planting schedules
  - Planting methods
  - Post planting maintenance schedule

For the purposes of determining the level of design effort required for this proposal, the total number of rain gardens, bio-swales, and underground detention systems have been assumed to be 70% of the amount designed and construction in the Woodlands - Phase 1.

#### 2.10 Construction Observation

Project Startup

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

#### **Construction Observation**

COMPANY will provide <u>Full-time</u> (8 hours per day assumed - typically) Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. <u>Note that the Full-time Construction Observation Services are based on an estimated **150**</u>

Professional Services Agreement Woodlands Infrastructure Improvement Project - Phase 3 Village of Hinsdale Revised: January 28, 2015 Page 9 of 19

field days to complete the construction with Construction Completion in November of 2014. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved project plans and specifications.

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

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

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

#### Meetings

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

COMPANY anticipates that there will be weekly construction progress meetings (19 anticipated) with the CLIENT, the contractor, and subcontractors. These coordination meetings will begin after the start of construction and are included within the 8 hour day of the Field Engineer provided by the COMPANY for on-site observation. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities.

#### Administration/Coordination

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

#### Project Close Out

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

For the purposes of determining the level of Construction Observation effort required by our Professional Landscape Architecture staff for this proposal, the total number of rain gardens, bio-swales, and underground detention systems have been assumed to be 70% of the amount designed and construction in the Woodlands - Phase 1.

### 2.11 Construction Staking

COMPANY will layout the proposed storm sewer, water main, curb, and sidewalk in accordance with the roadway improvement plans marked "For Construction" prepared by

Professional Services Agreement Woodlands Infrastructure Improvement Project - Phase 3 Village of Hinsdale Revised: January 28, 2015 Page 10 of 19

COMPANY. The staking offsets will be coordinated with the contractor, to make the process as efficient as possible. Pavement or sub-grade staking is not included within this contract. Re-staking will be done on a time and materials basis. It is assumed that there will be twenty one (21) trips to the site required to complete this task.

#### 2.12 Record Drawings

COMPANY will provide a plan set containing the updated storm and watermain plan sheets showing rim and invert elevations, pipe lengths, percentages of slope, and locations of visible new structures, in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. This includes storm sewer and water main structures. This does not include any information on sanitary or water services. The location of these utilities shall be performed only once. Any adjustments shall be done on a time and material basis. The CLIENT or contractor must notify COMPANY of any changes to the utilities, so they can be shown on the plan set accordingly. COMPANY shall provide a digital copy of the plan set to be completed in AutoCAD release 2012, in addition to providing two (2) paper copies of the plan set.

For the purposes of determining the level of effort for this proposal required by our Land Survey staff for development of Record Drawings, the total number of rain gardens, bioswales, and underground detention systems have been assumed to be 70% of the amount designed and construction in the Woodlands - Phase 1.

#### 3.0 Deliverables and Schedules Included in this Contract

Design Notice to Proceed	February 2015
EPS Committee/Staff Meetings	
Geotechnical Investigation	March 2015
30% Submittal to CLIENT	May 18, 2015
Receipt of Comments	June 1, 2015
60% Submittal to CLIENT/IEPA/FCWRD/MWRD	August 17, 2015
Receipt of Comments	August 31, 2015
90% Submittal to CLIENT/IEPA/FCWRD/MWRD	November 23, 2015
Receipt of Comments from Village Staff	December 7, 2015
100% Submittal to CLIENT/REVIEW AGENCIES	December 16, 2015
Storm water Permit Approval	December 16 2015
IEPA Division of Public Water Supplies Construction Perr	nit January 4, 2015
Local Bid Opening	January 31, 2016
Construction Contract Approval	February 18, 2016
Construction Start	April 1, 2016
Project Anticipated Completion	October 30, 2016

COMPANY estimates **150** field days within 2016 construction season for project construction.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes

Professional Services Agreement Woodlands Infrastructure Improvement Project - Phase 3 Village of Hinsdale Revised: January 28, 2015 Page 11 of 19

in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

#### 4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

COMPANY has proposed an approach/scope of services that aligns to the CLIENT's request. As the Woodlands Infrastructure Improvements Project Phase 3 unfolds, additional services could potentially be needed. COMPANY is a full service firm with specialized professionals available at a moment's notice if the need arises. Our scope of services outlined in this section and engineering fee estimate does not include the following:

- i. Permit fees as applicable;
- ii. Water main system modeling\*;
- iii. Environmental studies including Abbrev. Phase 3 Report\*;
- iv. Location Drainage Study services\*;
- v. Structural design services\*;
- vi. Floodplain analysis/study service\*;
- vii. Wetland delineation/mitigation services\*; and
- viii. Right of way and easement plat preparation\*.

#### 5.0 Services by Others

COMPANY will add a subcontractor to the project team that best aligns with the goals of the project to provide geotechnical engineering services and Video Televising of Sanitary Sewers.

It is anticipated the Geotechnical subcontractor will provide field and analysis/reporting services for Twelve (12) borings at an average depth of 6' to determine soil bearing conditions and infiltration rates as associated with the Phase 3 improvements.

The sub-contractor responsible for televising the sanitary sewer in preparation for design shall provide these services for 2,100 of sanitary sewer as described in the RFP to be lined/repaired.

#### 6.0 Client Responsibilities

CLIENT shall provide available data/information as follows:

- i. Soil boring data from Village records for individual site permits
- ii. Applicable drainage studies and reports for subject project area and adjacent drainage basins including system modeling as applicable
- iii. Field locations, existing and preferred construction materials, and available mapping for CLIENT utilities. Other information may include water system pressures and existing system models as available.

<sup>\*</sup>Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

#### 7.0 Professional Services Fee

#### 7.1 Fees

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

#### 7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

#### 7.3 Extra Work

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

#### 7.4 Exclusion

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

#### 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis: time and material basis with a "Not to Exceed" fee of \$ 375,900.00.

A. TreMo	MARKET LOBINS	11	lej;au(oSiji)	(a)RECT	losπ(n)	: : : : : : : : : : : : : : : : : : :
Design, Bid/Construction						
Document Preparation						
Roadway Infrastructure	611	\$	75,800.00	\$	850.00	
Water Infrastructure & Permitting	171	\$\$	21,415.00			
Sanitary Sewer Infrastructure (2)	50	\$	6,943.00			
Storm water Green Initiative Design and Details (4)	120	\$	19,504.00			
Soil Borings (12@6'deep): Sub-						\$ 11,500.00
Consultant (budgetary #) (2)						φ 11,500.00
Televising Sewer (2,100 LF) Sub- Consultant (budgetary #) (2)						\$ 4,200.00

Record Drawings (4) Subtotals:	102 <b>3,029</b>	\$ 10,710.00 \$ <b>347,080.00</b>	\$ 270.00 \$ <b>7,620.00</b>	\$ 21,200.00
Construction Staking	291	\$ 30,400.00	\$ 1,300.00	
Material Testing: Sub-Consultant (budgetary #) – (2)			·	\$ 5,500.00
Mtgs/Documentation/Coord.(included in Field Obs. line item)				
Field Observation	1,312	\$140,565.00	\$ 4,660.00	
Construction Observation (3 & 4)				
Meetings, Presentations, Coord.	73	\$ 11,185.00	\$ 400.00	
Permitting (See Above)				-
Topographic Survey (Misc as Req'd)	59	\$ 6,790.00	\$ 140.00	
Cost Estimates	24	\$ 3,032.00		
Storm Water Analysis & Permitting (4)	216	\$ 20,736.00		

- (1) Direct Costs: Includes Postage, Mileage for Meetings/Field Visits, and Plotting Costs
- (2) Sub-Consultant for Geotechnical & Combined Sewer Video TV Services Phase 3
- (3) Construction Observation Services are based on estimated 150 Field Days for construction (See RFP Dated November 14, 2014)
- (4) For the purposes of determining the level of Construction Observation effort required by our Professional Landscape Architecture staff for this proposal, the total number of rain gardens, bio-swales, and underground detention systems have been assumed to be 70% of the amount designed and construction in the Woodlands Phase 1.

#### 8.0 Terms and Conditions

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

#### 8.1 Standard of Care

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

#### 8.2 Entire Agreement

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

#### 8.3 Time Limit and Commencement of Services

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

Professional Services Agreement Woodlands Infrastructure Improvement Project - Phase 3 Village of Hinsdale Revised: January 28, 2015 Page 14 of 19

#### 8.4 Suspension of Services

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

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

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

#### 8.5 Book of Account

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

#### 8.6 Insurance

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

#### 8.7 Termination or Abandonment

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

#### 8.8 Waiver

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

#### 8.9 Severability

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

#### 8.10 Successors and Assigns

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

Professional Services Agreement Woodlands Infrastructure Improvement Project - Phase 3 Village of Hinsdale Revised: January 28, 2015 Page 15 of 19

#### 8.11 Third-Party Beneficiaries

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

#### 8.12 Governing Law and Jurisdiction

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

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

#### 8.13 Dispute Resolution

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

#### 8.14 Attorney's Fees

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

#### 8.15 Ownership of Instruments of Service

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

#### 8.16 Reuse of Documents

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

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

#### 8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

Professional Services Agreement Woodlands Infrastructure Improvement Project - Phase 3 Village of Hinsdale Revised: January 28, 2015 Page 16 of 19

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

#### 8.18 Opinion of Probable Construction Cost

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

#### 8.19 Design Information in Electronic Form

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

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

#### 8.20 Information Provided by Others

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

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

Professional Services Agreement Woodlands Infrastructure Improvement Project - Phase 3 Village of Hinsdale Revised: January 28, 2015 Page 17 of 19

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

#### 8.21 Force Majeure

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

#### 8.22 Job Site Visits and Safety

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

#### 8.23 Hazardous Materials

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

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

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the

Professional Services Agreement Woodlands Infrastructure Improvement Project - Phase 3 Village of Hinsdale Revised: January 28, 2015 Page 18 of 19

Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8,24 Certificate of Merit

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

#### 8.25 Limitation of Liability

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

#### 8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

#### 8.27 Construction Observation

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

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

#### 8.31 Municipal Advisor

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

Professional Services Agreement Woodlands Infrastructure Improvement Project - Phase 3 Village of Hinsdale Revised: January 28, 2015 Page 19 of 19

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

T. Scott Creech, P.E.

Approved by:

Printed/Typed Name:

Akram Chaudhry, P.E

Title:

Associate

Date:

1/28/2015

Village of Hinsdale

Accepted by:

Printed/Typed Name:

Title:

Date:

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January 28, 2015

Village of Hinsdale Village President and Board of Trustees 19 East Chicago Avenue Hinsdale, Illinois 60521

Re: The Woodlands 'Green Initiative' Infrastructure Improvements - Phase 3

Honorable President Cauley and Village Trustees:

As you are aware the Woodlands Neighborhood, which consists of over 200 residences as platted in the late nineteenth century, has had a long history of problems related to storm water management which has accentuated the deteriorating public infrastructure within this prominent Village neighborhood. The overall neighborhood area, including the Phase 3 project boundaries, was originally constructed without comprehensive storm water conveyance and was comprised of poorly drained roads contributing to flooding extending well beyond the right-of-way onto private property. Prior to the 'Green Initiative' improvements being implemented in Phases 1 & 2, the neighborhood flooding resulted in damage to homes and personal property as well as making roads impassable during and sometimes long after minimal rainfall events. The existing roadways and other public infrastructure within the neighborhood were severely deteriorated and in need of complete reconstruction resultant of the lack of existing storm water management within this watershed, as well as, the general age of the public facilities.

This project is the third phase of three Village Funded 'Green Initiative' infrastructure improvements that are essential to the long-term viability of the Woodlands neighborhood area. The 'Green Initiative' design and construction technics are not commonplace within residential neighborhoods in Illinois nor the Midwest, but are considered 'cutting edge' technology within the civil engineering, landscape architecture, and storm water management design communities. Therefore, specific project experience and expertise within the project team is necessary for a successful completion of this unique design and construction. Some key elements contributing to the successful results of the Woodlands 'Green Initiative' Infrastructure Improvements Phases 1 and 2 are summarized as follows:

 Extensive Stakeholder Coordination – The Project Team consisting of the Village Engineering Staff, the Village Environmental and Public Services Committee, the Village Administrator, the President and HR Green, Inc. engaged and coordinated throughout the life of each Phase 1 and Phase 2 projects with local stakeholders regarding the storm water management planning, design and construction components. Numerous meetings with Village leaders, staff and

HRGreen.com

residents are required during the planning, design and construction stages of the projects. Specifically the coordination efforts associated with the roadway, water main, and the numerous Rain Garden/Bioswales/underground detention chambers includes:

- Properly identifying locations of Stormwater Management Components within Neighborhood roadway right-of-ways for maximum effective/efficient storm management/flood deterrence and minimal impact to existing mature trees and residential landscaping.
- Coordination with the neighborhood residents and Village staff regarding specific plant mixtures (types and species) that will aesthetically integrate into the Woodlands while functioning effectively as part of the storm water management system.
- Construction of the proposed improvement elements, construction project schedule, driveway and street accessibility, and subsequent cleanup and restoration components.
  - HR Green's proposal (based on history of Phases 1 & 2) provide for Four (4) Monthly meetings with the Client & EPS Committee; Three (3) Homeowners Associations Meeting; & Additional Weekly Meetings during construction. These can be adjusted as requested and will not be billed if not necessary.
- Technical Expertise The project design team, assembled specifically for this project, has completed several neighborhood infrastructure improvement initiatives including related stormwater management with 'Green Initiative' technologies, water and sewer main rehabilitation/replacement and residential roadway rehabilitation projects. The HR Green team consists of proven technical leaders from the civil engineering and landscape architecture professions who have effectively collaborated during Phases 1 and 2 to prepare detailed designs and plans depicting the intricate storm water management and landscaping features that are an integral part of this project. The projects also consisted of some key directionally drilled utilities within areas of constrained right-of-way. The design team's expertise, in all facets of this technically challenging project, helped keep both project phases 1 and 2 within budgetary and scheduling expectations while meeting the overall project goals and objectives for improvements within this neighborhood. Please See Attachment - A: Project Cost Summary for details associated with both Construction and Design Fees history.
  - HR Green's Project Team includes same members from successful Phase 1 & 2 team (Planning, Landscape Architect, Storm water Management, Construction Engineering, and Village/Resident Liaisons).

President Cauley & Village Trustees Village of Hinsdale The Woodlands Phase 3 January 28, 2015 Page 3 of 3

- Staffing Hours proposed (Total = 3,029 (1,324 for design & 1,705 for construction obs., staking, and as-builts) are based on Phase 1 & 2 project history. See Attachment-A.
- Responsiveness –Throughout the design and construction stages of both Phases 1 and 2, the HR Green team worked in conjunction with the Village staff and stakeholders to efficiently/effectively respond to concerns and make adjustments to proposed design elements balancing the Village infrastructure criteria while addressing the resident's concerns, desires, and opinions regarding the use of public right-of-way adjacent to their homesteads for utilities and 'Green Initiative' storm water management elements.

The completed two phases of the Woodlands 'Green Initiative' Infrastructure Improvements provide a vastly improved storm water management system comprising of attractive 'Green' infrastructure elements, new water mains, rehabilitated sanitary sewers, and newly reconstructed roadways throughout the project area while maintaining the desired neighborhood characteristics.

In conclusion, the HR Green proposal has been carefully developed utilizing the identical staff of technical experts who provided the stakeholder coordination, planning, design, construction engineering, and surveying services resulting in successful completions of the first two phases of this important neighborhood improvement. Additionally, we are uniquely familiar with the neighborhood aesthetics, characteristics, drainage issues, as well as the technical requirements of the 'Green Initiatives' design components. The HR Green proposal, based on the required efforts as experienced in Phase 1 & 2, reflects a level of commitment necessary for proper stakeholder coordination, planning, design, & contractor coordination for a successful completion to Phase 3. We have been honored to be part of the design and construction team that has successfully completed Phases 1 & 2 and respectfully ask for your thoughtful consideration of our proposal:

Sincerely,

HR GREEN, INC.

T. Scott Creech, P.E. Project Manager

Attachment

TSC/kv

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ATACHWENT A:

# PROJECT COST SUMMARY: THE WOODLANDS NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS

				BID VS FINAL
		%of	FINAL CONSTRUCTION	CONSTRUCTION
VOODLANDS PHASE 1	BID AMOUNT	CONSTRUCTION	COST	CREDIT AMOUNT
CONSTRUCTION VALUES = \$ 4,545,000.00	\$ 4,545,000.00		\$ 4,525,046.87 \$	\$ (19,953.13)
				-
PHASE 1 DESIGN COSTS=   \$	\$ 228,202.00	2.0%	\$ 228,202.00	
PHASE 1 CONST. OBS; AS-BUILTS; STAKING =	\$ 196,232.00	4.3%	\$ 196,232.00	
TOTAL DESIGN, CO, STAKING, AS BUILT FEES =   \$	\$ 424,434.00	9.3%		-
	TOTAL	TOTAL PHASE 1 COSTS =	\$ 4,949,480.87	
PHASE 1 CON	NSTRUCTION BUDG	PHASE 1 CONSTRUCTION BUDGET (See Note 1) =	\$ 5,071,380.00	
ld	HASE 1 BUDGET V	PHASE 1 BUDGET VS. FINAL COSTS =	(121,899.13)	

				BID VS FINAL
		% of	FINAL CONSTRUCTION	CONSTRUCTION
WOODLANDS PHASE 2	BID AMOUNT	CONSTRUCTION	COST	CREDIT AMOUNT
CONSTRUCTION VALUES = \$ 3,118,004.75	\$ 3,118,004.75		\$ 3,076,122.40 \$	\$ (41,882.35)
PHASE 2 DESIGN COSTS= \$ 113,467.00	\$ 113,467.00	3.6%	\$ 113,467.00	
PHASE 2 CONST. OBS; AS-BUILTS; STAKING =   \$	\$ 177,657.00	5.7%	\$ 177,657.00	
TOTAL DESIGN, CO, STAKING, AS BUILT FEES =   \$	\$ 291,124.00	9.3%		
		TOTAL PHASE 2 COSTS =	\$ 3,367,246.40	
PHASE 2 CC	<b>DNSTRUCTION BUD</b>	PHASE 2 CONSTRUCTION BUDGET (See Note 1) =	\$ 4,041,442.00	
	PHASE 2 BUDGET	PHASE 2 BUDGET VS. FINAL COSTS ==	\$ (674,195.60)	

	8	CONST. BUDGET		REVISED CONSTR. ESTIMATE AMT FINAL CONSTRUCTION	BID VS. FINAL
WOODLANDS PHASE 3	_	(Note 1)	(Note 2)	COST	Over/Under AMOUNT
CONSTRUCTION VALUES =   \$ 4,923,552.00   \$ 4,406,579.04	\$	,923,552.00	\$ 4,406,579.04		
			% of CONSTRICTION	2	
PHASE 3 DESIGN COSTS= \$ 182,495.00	\$	182,495.00	4.1%		
PHASE 3 CONST. OBS; AS-BUILTS; STAKING =   \$ 193,405.00	\$	193,405.00	4.4%		
TOTAL DESIGN, CO, STAKING, AS BUILT FEES =   \$		375,900.00	8.5%		-
		TOTAL	TOTAL PHASE 3 COSTS =	\$	
PHASE 3 C	CONSTR	UCTION BUDG	PHASE 3 CONSTRUCTION BUDGET (See Note 1) =   \$	\$ 4,406,579.04	
	PHAS	E 3 BUDGET V	PHASE 3 BUDGET VS. FINAL COSTS =		

Note 1: BUDGET AMOUNTS DEVELOPED JUNE 2011 (FROM PHASE 1 BID NUMBERS EXTRAPOLATED FOR BONDING; & SSA CALCS)
Note 2: REVISED BY HRG BASED ON PHASE 2 CONSTRUCTION AMOUNTS, LINEAL FEET OF RDWY IMPROVEMENTS AND ANTICIPATED BMPS (Assumed at 70% of Phase 1)

# Memorandum

To:

**President Cauley and Village Trustees** 

From:

Sean Gascoigne, Village Planner

Cc:

Kathleen A. Gargano, Village Manager

Robb McGinnis, Director of Community Development/Building Commissioner

Date:

February 3, 2015

Re:

10 Salt Creek Lane

**Applicant: Med Properties** 

Request: Exterior Appearance and Site Plan Review for a New 3- Story Building with a New

Surface Parking Lot at 10 Salt Creek Lane

# **BACKGROUND**

# **Application**

The Village of Hinsdale has received an application from Med Properties of Northbrook, Illinois on behalf of Salt Creek Campus LLC., requesting Exterior Appearance and Site Plan Review approval for the property located at 10 Salt Creek Lane. The owner Med Properties, are also owners of 11 and 12 Salt Creek, as well as 901 and 907 N. Elm Street.

# **Exterior Appearance and Site Plan Review Application**

# **Process**

The applicant, Med Properties, is proposing the construction of a new three story professional building at 10 Salt Creek Lane, within the Salt Creek Medical Campus, which is a permitted use in the O-3 District. The proposal also includes a surface parking lot containing 94 spaces. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which the code was enacted unless careful consideration is given to critical design elements. As such, site plan review is required in this case due to the following provisions:

- 1. Section 11-604C
- 2. Section 11-606E

Due to the nature of the request, this application would require a meeting before the Plan Commission and does not require public notification. The Village Board has 90 days from receiving the

recommendation of the Plan Commission to act on its recommendation. Failure by the Board to act within 90 days is considered a denial of the Plan Commission's recommendation. Section 11-604F of the Zoning Code details the standards for site plan approval. The applicant provides its response to the Site Plan Review criteria on pages 3 and 4 of its application. The applicant filed its submission on December 12, 2014.

# Description of property and existing use

The site is in the Salt Creek Medical Campus and is proposed to be built at 10 Salt Creek Lane and become part of the four existing professional office buildings. The property is currently zoned O-3, which is a general office district intended to accommodate the needs of business and professional offices and related business uses requiring a somewhat wider range of office space with a somewhat higher intensity of pedestrian and vehicular traffic movements; bulk and height regulations are consistent with a moderate amount of development. The O-3 district shall be mapped only on property lying north of Ogden Avenue and east of York Road.

Section 6-103E16 provides that offices and clinics of doctors of medicine, dentists are a permitted use in the O-3 district.

The 10 Salt Creek Lane location is bordered in all directions to properties zoned O-3 Professional Office.

The applicant has been before the Plan Commission and the Village Board for three of the five properties. The property at 12 Salt Creek received approval in July 2013 for exterior modifications and site plan improvements, and the property located at 901 N. Elm received the same approvals in April of 2014. Additionally, the request for exterior changes at 907 N. Elm appeared before the Board on September 16<sup>th</sup> for final approval. The property at 12 Salt Creek is requesting additional modifications concurrently with this request.

The attached Hinsdale Zoning map highlights the specific subject property.

# Request

The applicant is requesting site plan/exterior appearance approval to construct a new 3-story office building, with a surface parking lot containing 94 parking spaces, on the vacant site at 10 Salt Creek Lane. In addition to the 94 on-site parking spaces, the applicant will have 14 parking spaces on the private road immediately adjacent to the subject property, for a total of 108 parking spaces. Pursuant to Section 9-104D(3), the applicant can use remote parking spaces when they are proposed to eliminate a deficiency or when they are required because of a change in use or an increase in use intensity. The applicant has provided elevations in their submittal that indicate the materials proposed for the new structure consist of precast limestone, thin brick on precast panels, aluminum window elements and an entrance canopy and doors similar to those recently approved at 12 Salt Creek (July 2013), 901 N. Elm (April 2014), and 907 N. Elm (September 2014). The proposed building is identified as 3-stories and 43 feet tall. This can be compared to other structures in the immediate area using the chart detailed below

in this report. In addition to the proposed landscape improvements, the applicant has indicated in their application that they are proposing to remove 7 trees and install 43, for a net gain of 36 trees.

# **Property History**

A review of the zoning maps finds that the property has been zoned O-3 since at least 1989.

Lot Area	Existing Requirement 20,000 s.f.	Proposed Development 108,859 s.f.
Lot Width	80'	241'
Front Yard	40'	68'
Int. Side Yard	10'	25'
Corner Side Yard	40'	50'
Rear Yard	40'	210'
Height	60'	43'
Number of Stories	5	3
Total Bldg. Coverage	N/A	12.9%
Total Lot Coverage	50%	50%
F.A.R.	.35	.35

# **Additional Comments**

The following is a reference comparison of key bulk standards for the immediate area.

Address	Square Footage of Structure	Height	Stories
10 Salt Creek – Proposed	32,809 square feet	43 ft.	3
11 Salt Creek – Existing	57,520 square feet	50 ft.	3
12 Salt Creek – Existing	68,000 square feet	55 ft.	4
901 N. Elm St. – Existing	34,835 square feet	33 ft.	2
907 N. Elm St. – Existing	32,000 square feet	42 ft.	3

421 E. Ogden (Cancer Treatment Ctr) –	54,000	45 ft.	2
Under Construction			

# **Plan Commission Action**

At the January 14, 2015 Plan Commission meeting, the Commission reviewed the application submitted for 10 Salt Creek regarding the construction of a new 3-story medical office building with a new surface parking lot. While the Commission was largely supportive of the proposal, they recommended some minor changes to the east and west façade of the building. Following a motion to approve the exterior appearance and site plans, the Plan Commission, on a 7-0 vote, recommended approval of the request for exterior appearance and site plan review, subject to the applicant revising the affected elevations and resubmitting those changes for the Board of Trustee's consideration.

### Motion

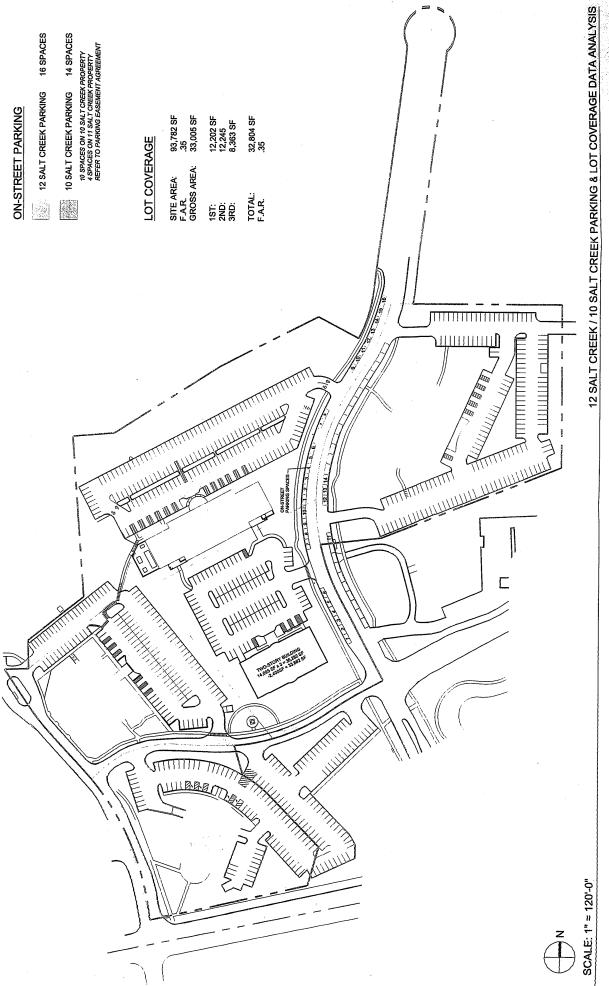
Should the Board feel the request is appropriate, the following motion would be recommended:

MOTION: Move that the Board of Trustees approve an "Ordinance Approving Site Plans and Exterior Appearance Plans for the Exterior Modifications and Façade Improvements at 10 Salt Creek Lane"

### Attach:

**Draft Ordinance** 

**Draft Findings and Recommendations** 



Salt Creek Medical Campus
10 Salt Creek Lin Medical Office Building
Projection of the articles

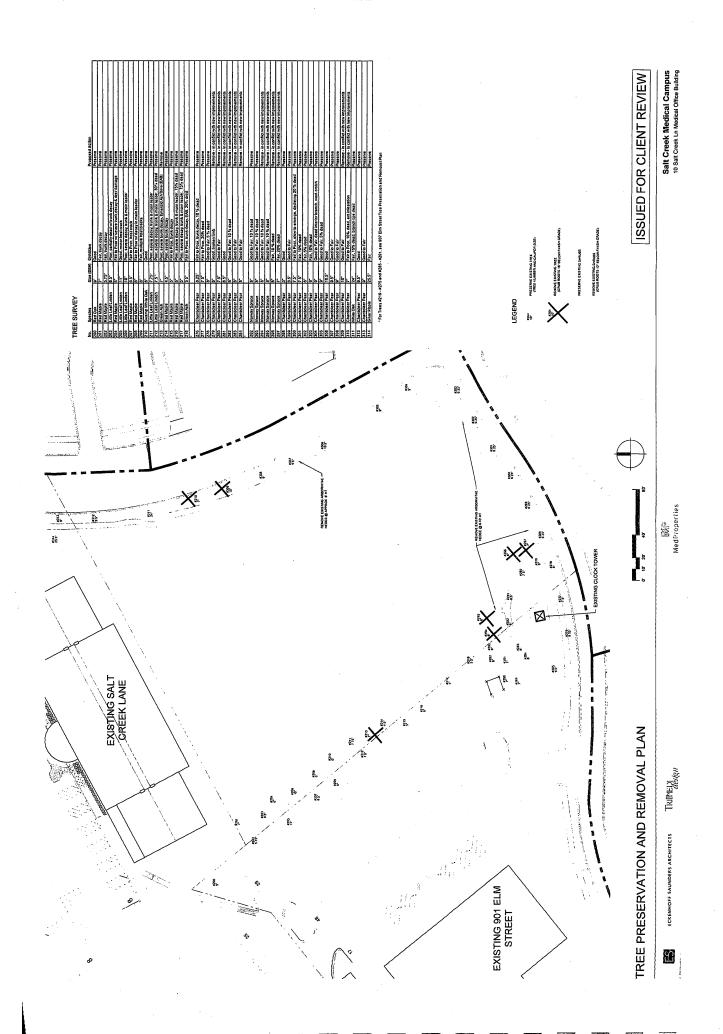
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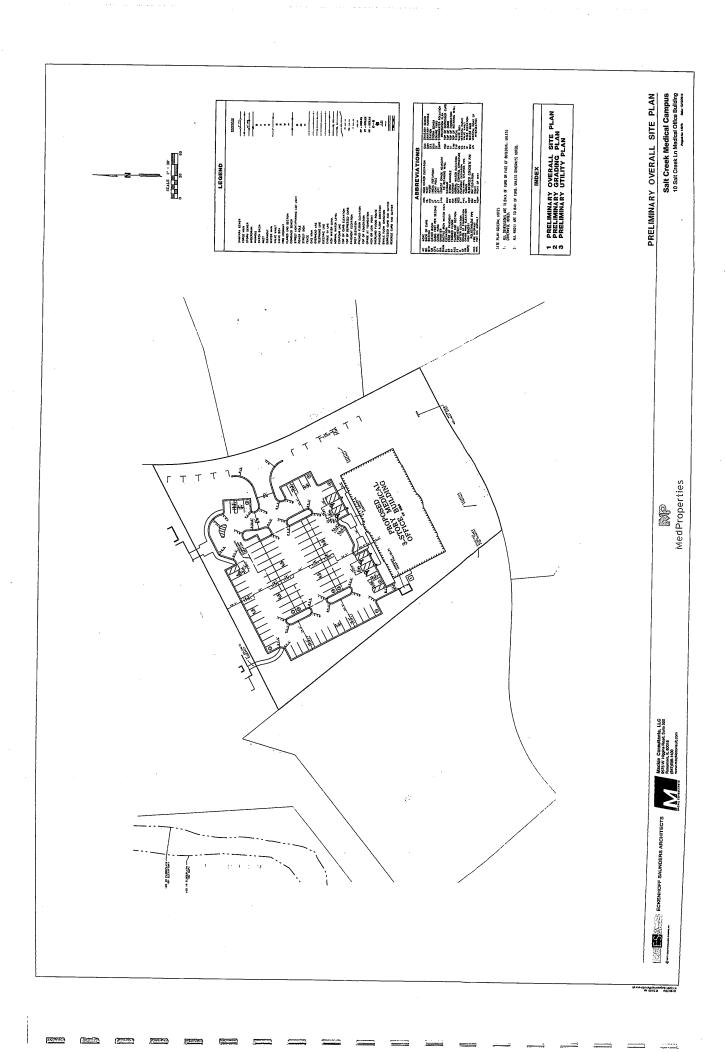
Salt Creek Medical Campus 10 Salt Creek Ln Medical Office Building

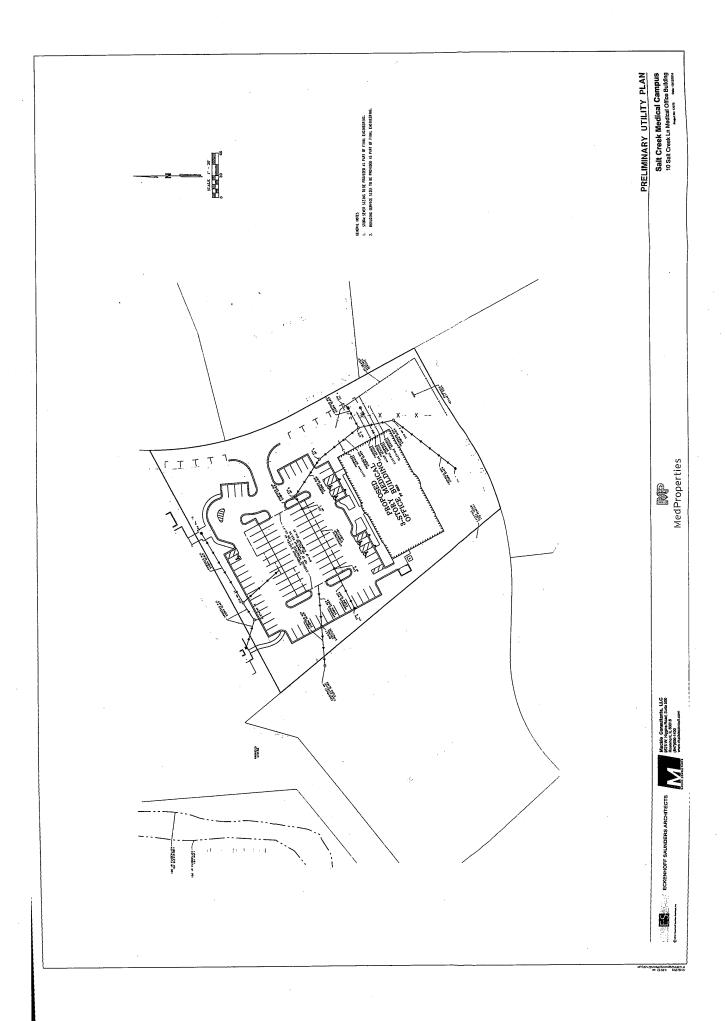
**國際** MedProperties

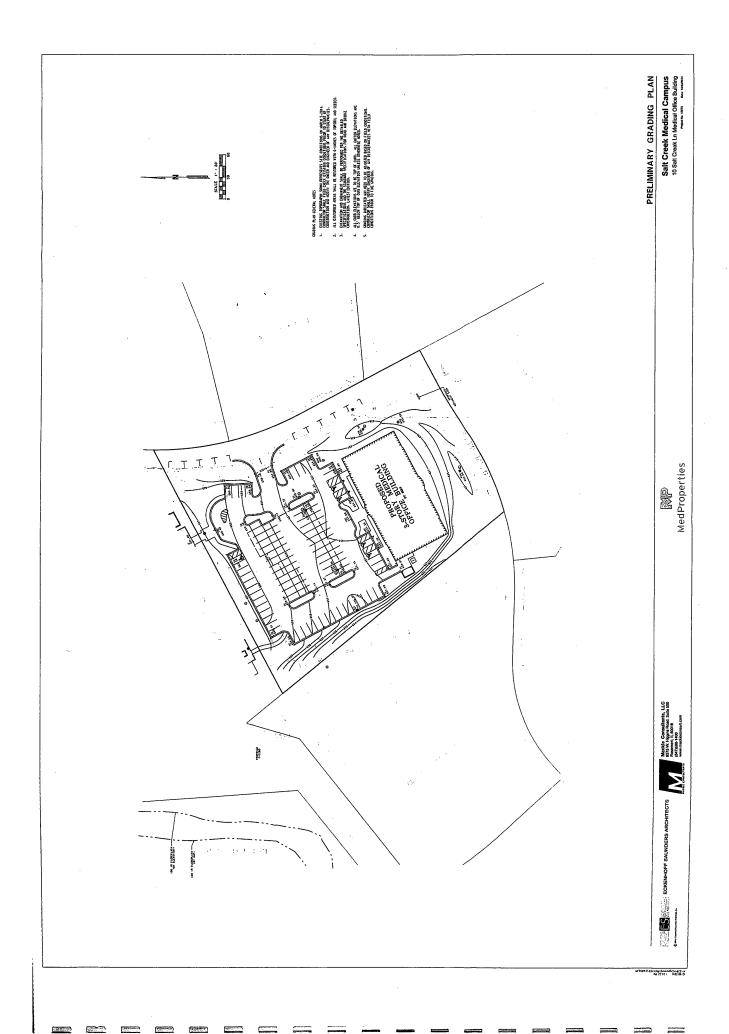
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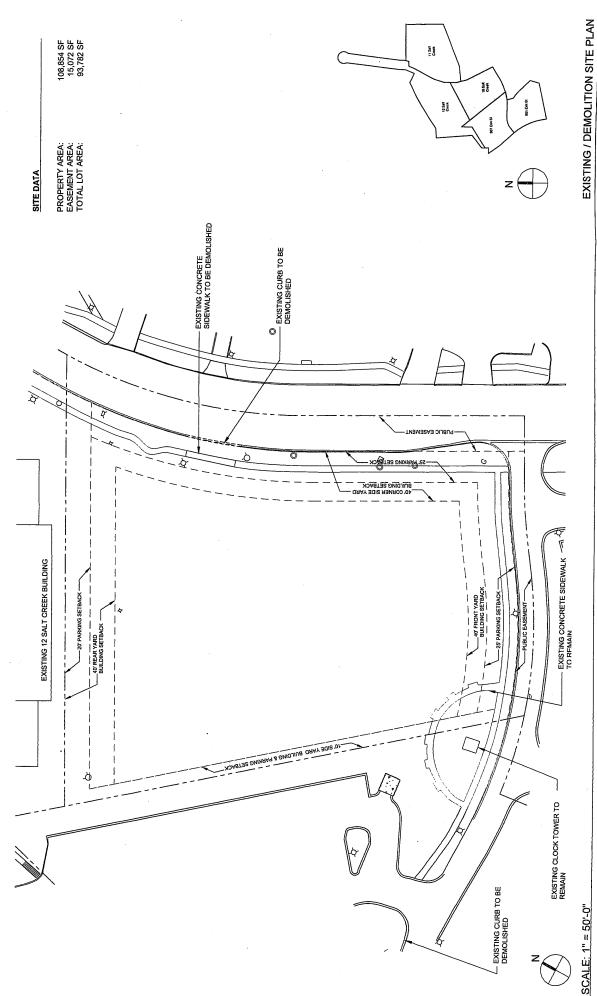
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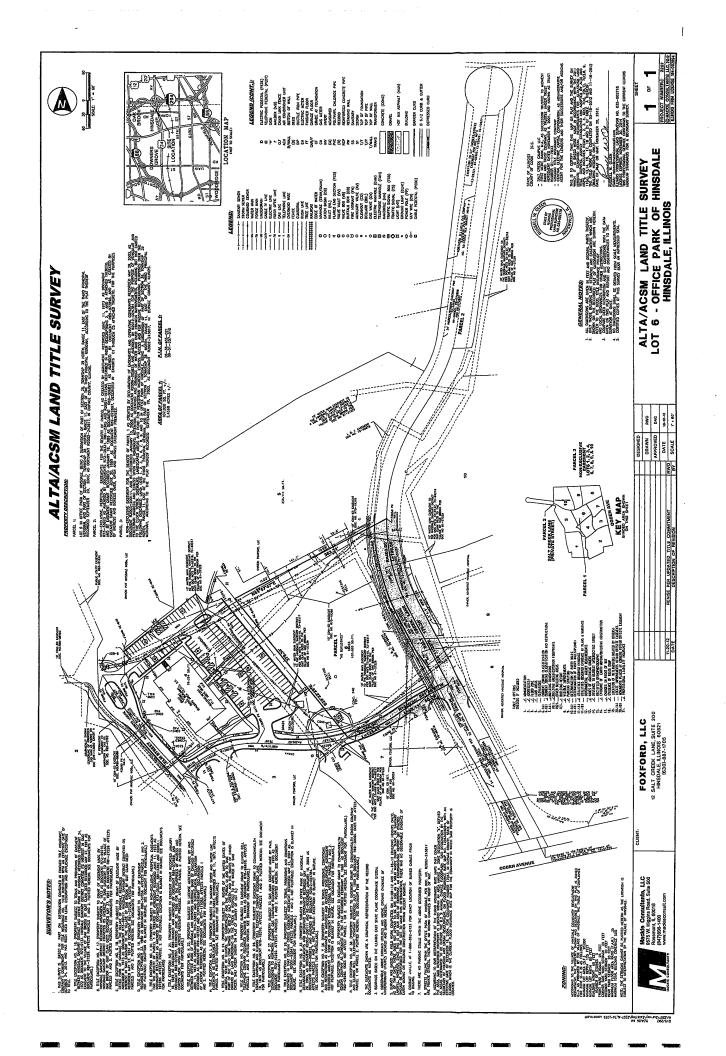


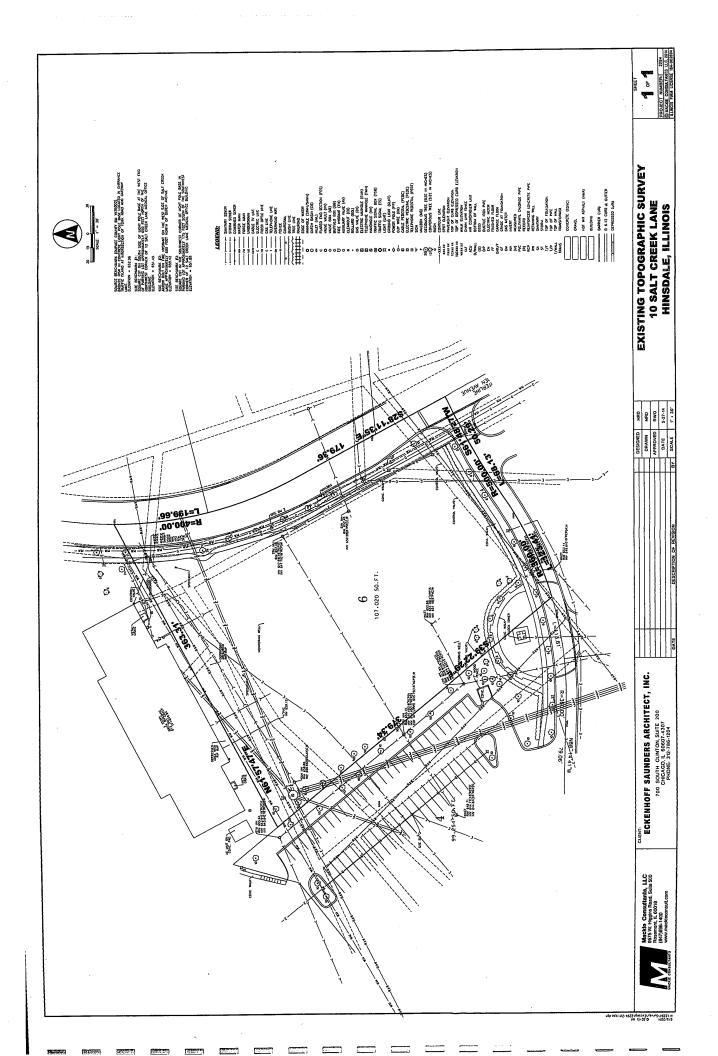
Salt Creek Medical Campus 10 Salt Creek Ln Medical Office Building

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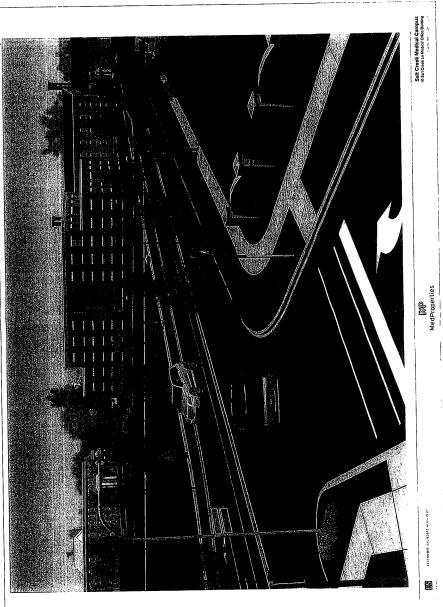
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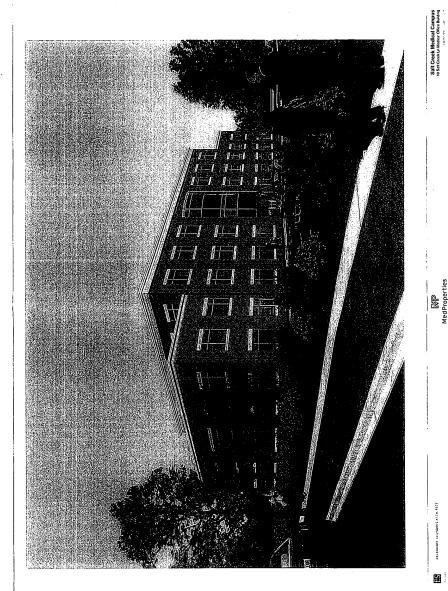
ECKENHOFF SAUNDERS ARCHITECTS





ES





₩ Med Properties



# **VILLAGE OF HINSDALE**

ORDINANCE NO	
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# AN ORDINANCE APPROVING SITE PLANS AND EXTERIOR APPEARANCE PLANS FOR CONSTRUCTION OF A NEW THREE-STORY PROFESSIONAL OFFICE BUILDING AT 10 SALT CREEK LANE

WHEREAS, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review relative to the construction of a new three-story professional office building at 10 Salt Creek Lane, Hinsdale, Illinois (the "Subject Property"), from applicant Med Properties, on behalf of property owner Salt Creek Campus LLC (the "Applicant"); and

WHEREAS, the Subject Property is located in the Village's O-3 General Office Zoning District, is currently vacant, and is part of the Salt Creek Medical Campus. The Applicant owns several other properties nearby, and proposes to improve the Subject Property with a new three-story office building, and with a surface parking lot containing 94 parking spaces. The materials proposed for the building include precast limestone, thin brick on precast panels, aluminum window elements, and an entrance canopy and doors similar to those recently approved for other nearby buildings owned by the Applicant (the "Proposed Improvements"). The Proposed Improvements are depicted in the site plan and exterior appearance plans attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on January 14, 2015. After considering all of the matters related to the Application, the Plan Commission recommended, on a vote of seven (7) in favor, zero (0) against, and two (2) absent, approval by the Board of Trustees of the Exterior Appearance Plan and Site Plan relative to the Proposed Improvements, subject to the Applicant making minor revisions to the east and west façade of the building and resubmitting those changes in the Plans provided to the Board of Trustees. The recommendation is set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees, having considered the Findings and Recommendation of the Plan Commission, and having received the revised Exterior Appearance and Site Plans, find that the Application and Plans satisfy the standards established in both Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

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

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

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

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

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

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

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

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

ADOPTED this day of _			_, 201	5, pursuant to	a roll	call
vote as follows:						
AYES:						
NAYS:						
ABSENT:						
APPROVED by me this _ attested to by the Village Clerk t				, 2015,	and	
attested to by the village Clerk t	riis same day.					
	Thomas K. Cau	ıley, Jr	., Villa	ge President		
ATTEST:						
Christine M. Bruton, Village Cler	k					
ACKNOWLEDGEMENT AND CONDITIONS OF THIS ORDINA		BY	THE	APPLICANT	ТО	THE
Ву:		<del></del> .	-			
Its:						
Date:	, 2015					

# **EXHIBIT A**

# APPROVED SITE PLANS AND EXTERIOR APPEARANCE PLANS (ATTACHED)

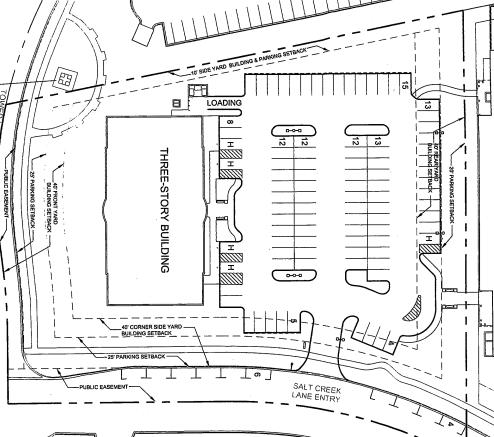
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SCALE: 1" = 50'-0" EXISTING CLOCK -TOWER

PROPERTY LINE



901 Em St Creck Creck 00 S Cook

SITE DATA

PROPERTY AREA: EASEMENT AREA: TOTAL LOT AREA: 108,854 SF 15,072 SF 93,782 SF

BUILDING AREA (NET):

ON-SITE PARKING

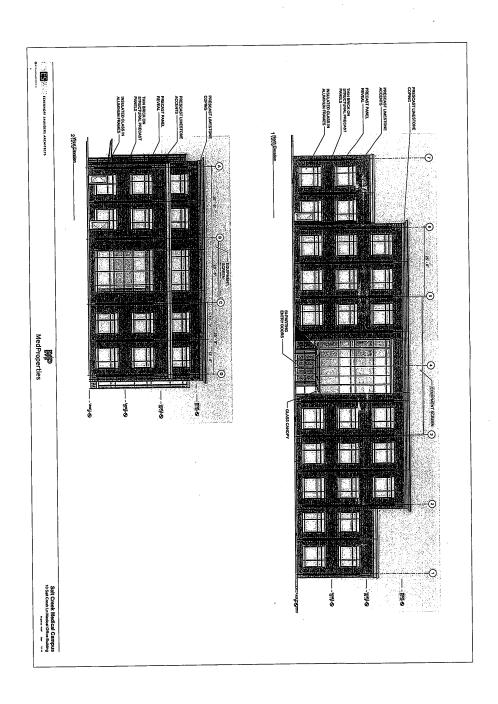
STREET PARKING

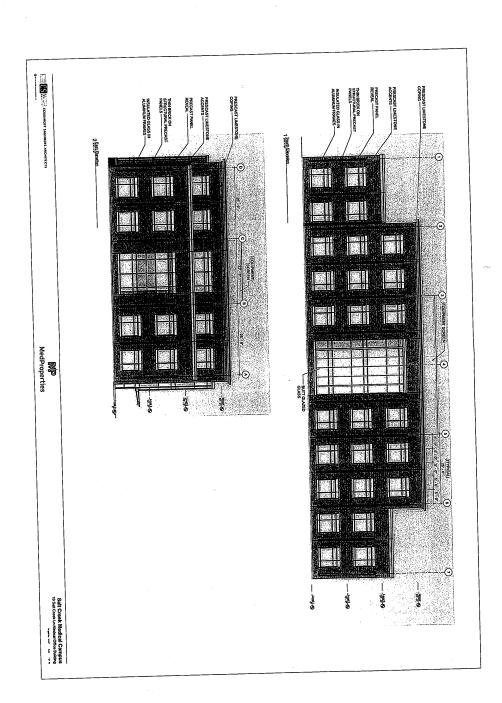
TOTAL PARKING COUNT

PARKING RATIO BUILDING FOOTPRINT: IMPERVIOUS AREA (SF) PERVIOUS AREA (SF) LOT COVERAGE F.A.R. MAX = 35
BUILDING AREA (GROSS):
F.A.R. ACTUAL: 29,645 SF 94 CARS 14 CARS 108 CARS 3.64 C/1000 12,094 SF 46,892 SF 46,890 SF 50.0% 32,824 SF 32,809 SF .349

SITE PLAN

Salt Creek Medical Campus
10 Salt Creek Ln Medical Office Building





# **EXHIBIT B**

# FINDINGS AND RECOMMENDATION (ATTACHED)



# HINSDALE PLAN COMMISSION

RE: 10 Salt Creek - Med Properties - Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW:

January 14, 2015

DATE OF BOARD OF TRUSTEES – 1<sup>ST</sup> READING:

**February 3, 2015** 

# FINDINGS AND RECOMMENDATION I. FINDINGS

- 1. Med Properties (the "Applicant") submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 10 Salt Creek Lane (the "Subject Property").
- 2. The Subject Property is located in the O-3 General Office District and is currently a vacant site.
- 3. The applicants are also the owners of 11 and 12 Salt Creek, as well as 901 and 907 N. Elm Street.
- 4. The applicant is proposing a new 3-story medical office building with a new surface parking lot containing 94 parking spaces. An additional 14 spaces will be available for street parking, on Salt Creek Lane, which is a private road.
- 5. Certain residents from Graue Mill introduced themselves and confirmed the number and location of the trees being removed.
- 6. While the Commission generally supported the proposal, they agreed that the appearance of the building would be improved by removing the brick between the 1<sup>st</sup> and 2<sup>nd</sup> story windows, over the large center windows, on the east and west elevations.
- 7. The Commission was appreciative of the applicant's efforts and complimented them on the proposal. Several Commissioners commended the applicant for not only sticking with the project, but for acknowledging and addressing several of their previous concerns regarding the original proposal for this site.
- 8. The Plan Commission specifically finds that based on the Application and the evidence presented at the public meeting, the Applicant has satisfied the standards in Sections 11-604 and 11-606 of the Zoning Code applicable to approval of site plan and exterior appearance approval, respectively, provided the applicant satisfy the requested conditions prior to final Board approval. Among the evidence relied upon by the Plan Commission were the elevations and various plans submitted and considered for the January 14, 2015 Plan Commission meeting.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," zero (0) "Nays," and two (2) "Absent" recommends that the President and Board of Trustees approve the site plan and exterior appearance plans for 10 Salt Creek Lane, subject to the condition that they submit, prior to first reading at the Board of Trustees, revised east and west elevations with the changes discussed above.

	TA A A T	COMMISSION AND A STATE OF THE S
THE HINSDALE	PLAN.	COMMISSION
THE HINODALL	1 11 11	O

Ву:		Chairman
Dated this	day of	, 2015.



# Memorandum

To:

**President Cauley and Village Trustees** 

From:

Sean Gascoigne, Village Planner

Cc:

Kathleen A. Gargano, Village Manager

Robb McGinnis, Director of Community Development/Building Commissioner

Date:

February 3, 2015

Re:

12 Salt Creek Lane

**Applicant: Med Properties** 

Request: Exterior Appearance and Site Plan Review Approval for Exterior Modifications and

Façade Improvements

### **BACKGROUND**

# **Application**

The Village of Hinsdale has received an application from Med Properties of Northbrook, Illinois on behalf of Salt Creek Campus LLC., requesting approval of exterior appearance and site plans to allow for site and façade improvements to the existing office building at 12 Salt Creek Lane. The site is improved with a multi-story commercial building in the O-3, General Office District that will be home to varying medical office uses. The owner, Med Properties, is also the owner of 10 and 11 Salt Creek, as well as 901 and 907 N. Elm Street.

# **Process**

The applicant, Med Properties, is proposing exterior improvements and façade changes at 12 Salt Creek Lane, within the Salt Creek Medical Campus which medical offices are a permitted use in the O-3 District. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which the code was enacted unless careful consideration is given is given to critical design elements. As such, site plan review is required in this case due to the following provisions:

- 1. Section 11-604C
- 2. Section 11-606E

Due to the nature of the request, this application would require a meeting before the Plan Commission and does not require public notification. The Village Board has 90 days from receiving the recommendation of the Plan Commission to act on its recommendation. Failure by the Board to act within 90 days is considered a denial of the Plan Commission's recommendation. Section 11-604F of the Zoning Code details the standards for site plan approval. The applicant provides its response to the Site Plan Review criteria on pages 3 and 4 of its application. The applicant filed its revised submission on December 12, 2014.

# Description of property and existing use

The property is currently zoned O-3, which is a general office district intended to accommodate the needs of business and professional offices and related business uses requiring a somewhat wider range of office space with a somewhat higher intensity of pedestrian and vehicular traffic movements; bulk and height regulations are consistent with a moderate amount of development. The O-3 district shall be mapped only on property lying north of Ogden Avenue and east of York Road.

Section 6-103E16 provides that offices and clinics of doctors of medicine, dentists are a permitted use in the O-3 district.

The 12 Salt Creek location is generally bordered on the east, west and south by properties zoned O-3 Professional Office, and to the north by properties zoned R-5, Multi-Family.

The applicant has been before the Plan Commission and the Village Board for several of the properties within the medical campus, including this one at 12 Salt Creek, which received its original approval in July 2013 for exterior modifications and site plan improvements.

The attached Hinsdale Zoning map highlights the specific subject property.

# Request

The applicant is requesting site plan/exterior appearance approval for exterior improvements and façade changes to the existing structure at 12 Salt Creek Lane. The changes being proposed are similar in architectural character to the changes previously made to this building. While the building is existing and several of the non-conforming conditions are not impacted by this request, the Commission should consider the architectural elements and changes being proposed to the elevations, as well as the new mechanical screening, landscaping plan and the configuration of the two new entrances on the south elevation.

Based on the illustrations provided, the substantial changes being proposed to the site consist of two new entrances along the south façade, which includes canopies over both entrances, as well as new landscaping throughout the site and new screening for the mechanical area. Besides the general landscaping improvements, the applicant has confirmed that one oak tree will be removed from the site.

# **Property History**

A review of the zoning maps finds that the property has been zoned 0-3 since at least 1989.

Lot Area	O-3 Requirement 20,000 s.f.	12 Salt Creek 224,808 s.f.
Lot Width	80'	299.5'
Front Yard	25'	84.5′
Int. Side Yard	10'	11'/187.5'
Corner Side Yard	25'	N/A
Rear Yard	40'	35.5′
Height	60'	55′
Number of Stories	5	4
Total Bldg. Coverage	N/A	N/A
Total Lot Coverage	50%	43.5%*
F.A.R.	.35	.34

<sup>\*</sup>Reduced from the existing coverage of 51.8%

# **Plan Commission Action**

At the January 14, 2015 Plan Commission meeting, the Commission reviewed the application submitted for 12 Salt Creek regarding exterior modifications and façade improvements. While the Commission was largely supportive of the proposed changes, they felt that it would be more appropriate if the material used to construct the mechanical screening was a system combining brick and louvers, to be more consistent with the material used in the existing building. Following a motion to approve the exterior appearance and site plans, the Plan Commission, on a 7-0 vote, recommended approval of the request for exterior appearance and site plan review, subject to the applicant revising the mechanical screening and resubmitting those changes for the Board of Trustee's consideration.

### Motion

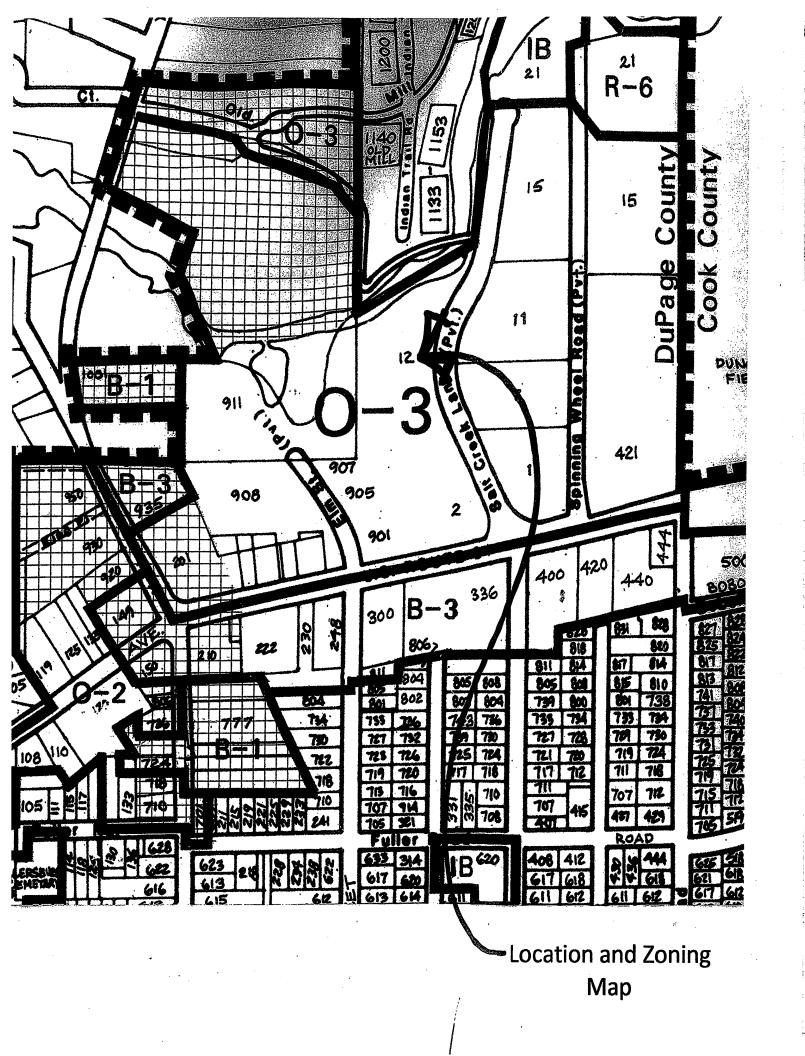
Should the Board feel the request is appropriate, the following motion would be recommended:

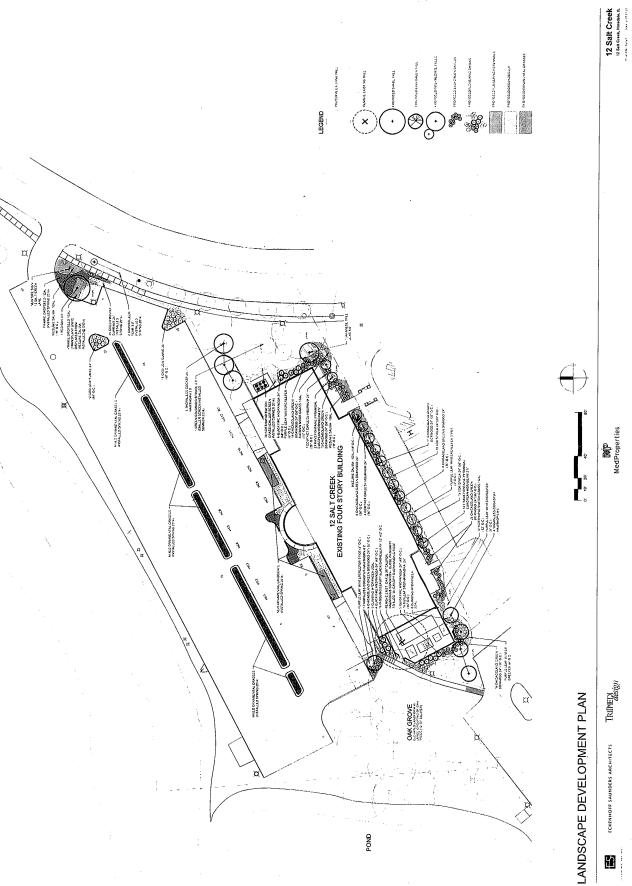
MOTION: Move that the Board of Trustees approve an "Ordinance Approving Site Plans and Exterior Appearance Plans for the Exterior Modifications and Façade Improvements at 12 Salt Creek Lane"

### Attach:

**Draft Ordinance** 

**Draft Findings and Recommendations** 





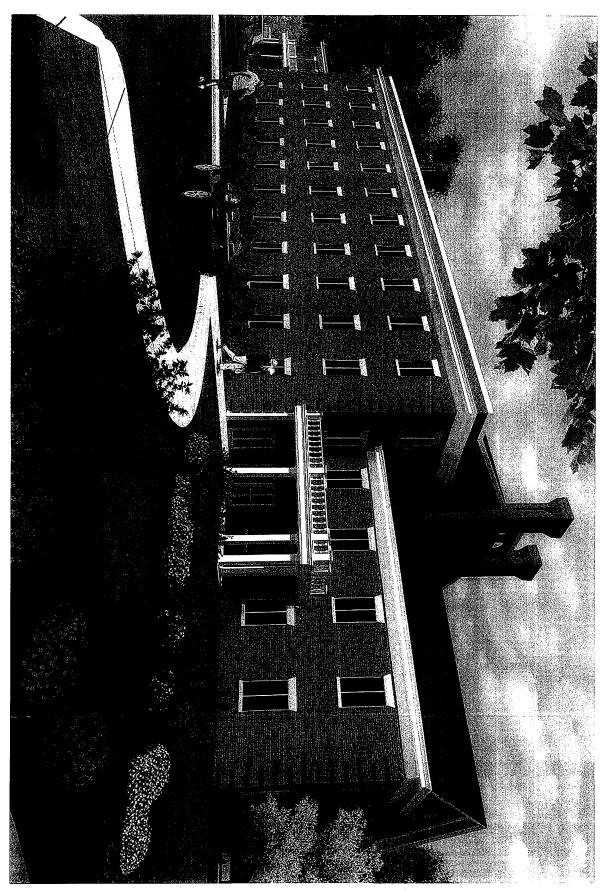
POND

MedProperties Group

January 28, 2015

#### **Plant Material List**

Botanical Name	Common Name	Size	Qty	Remarks
Shade, Intermediate, and Evergreen Trees				
Carpinus b. 'Frans Fontaine'	Pyramidal European Hombeam	2.5" C	14	Matching Specimens
Crataegus c. var. inermis	Thomless Cockspur Hawthorn	8.0' clump	8	Matching Specimens
Quercus rubra	Red Oak	3.0" C	,1	Matching Specimens
Syringa reticulata	Japanese Tree Lilac	8.0' clump	1	Matching Specimens
Flowering and Evergreen Shrubs				
Aronia m. 'Morton'	Iroquois Beauty Black Chokeberry	30" H	19	Matching Specimens
Buxus 'Glencoe'	Chicagoland Green Boxwood	24" S	109	Matching Specimens
Hydrangea p. 'Bulk'	Quick Fire Hydrangea	30" H	15	Matching Specimens
Rhus a. 'Gro-Low'	Gro-Low Sumac	18" S	30	Matching Specimens
Spiraea b. 'Tor'	Tor Spirea	24" H	37	Matching Specimens
Stephanandra incisa 'Crispa'	Crispa Cutleaf Stephanandra	24"H/5 gal.	19	Matching Specimens
Viburnum carlesii 'Compactum'	Compact Carlesii Viburnum	24" H	11	Matching Specimens
Perennials, Groundcover, Vines, and Orname	ntal Grasses			
Alchemilla m. 'Auslese'	Lady's Mantle	1 gal.		
Calamagrostis a. 'Karl Foerster'	K. Foerster Feather Reed Grass	1 gal.		
Euonymus f. 'Coloratus'	Purple-Leaf Wintercreeper	3" pot		
Geranium 'Rozanne'	Rozanne Geranium	1 gal.		
Hydrangea a. subsp. Petiolaris	Climbing Hydrangea	3 gal.		•
Liriope spicata	Creeping Lilyturf	1 pt.		
Molinia c. 'Moorhexe'	Moor Witch Moor Grass	1 gal.		
Nepeta f. 'Early Bird'	Early Bird Catmint	1 gal.		
Panicum v. 'Northwind'	Northwind Switch Grass	1 gal.		
Salvia n. 'Wesuwe'	Wesuwe Salvia	1 gal.		
Sesleria autumnalis	Autumn Moor Grass	1 gal.		
Sporobolus heterobolus	Prairie Dropseed	1 gal.		
Sporobolus h. 'Tara'	Dwarf Prairie Dropseed	1 gal.		
Sporobolus II. Tara				



Salt Creek Medical Campus
12 Salt Creek Ln Medical Office Building
BARTANOSON PARKET NAME OF 12121



#### **VILLAGE OF HINSDALE**

<b>ORDINANCE</b>	NO.	
	110.	

AN ORDINANCE APPROVING SITE PLANS AND EXTERIOR APPEARANCE PLANS FOR EXTERIOR MODIFICATIONS, FAÇADE IMPROVEMENTS AND LANDSCAPING IMPROVEMENTS TO AN EXISTING MULTI-STORY OFFICE BUILDING AT 12 SALT CREEK LANE

WHEREAS, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review relative to modifications and improvements to be made to an existing multi-story commercial office building at 12 Salt Creek Lane, Hinsdale, Illinois (the "Subject Property"), from applicant Med Properties, on behalf of property owner Salt Creek Campus LLC (the "Applicant"); and

WHEREAS, the Subject Property is located in the Village's O-3 General Office Zoning District, has an existing multi-story commercial office building situated on it, and is part of the Salt Creek Medical Campus. The Applicant owns several other properties nearby, and proposes to improve the Subject Property by creating two new entrances along the south face of the existing building, including canopies over both entrances, installing new screening for mechanical equipment, and installing additional landscaping throughout the site and parking lot to enhance and improve the appearance of the Subject Property (the "Proposed Improvements"). The Proposed Improvements are depicted in the site plan and exterior appearance plans attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on January 14, 2015. After considering all of the matters related to the Application, the Plan Commission recommended, on a vote of seven (7) in favor, zero (0) against, and two (2) absent, approval by the Board of Trustees of the Exterior Appearance Plan and Site Plan relative to the Proposed Improvements, subject to the Applicant making minor revisions to the appearance of the mechanical screening to ensure that it would better complement the existing building materials and resubmitting those changes in the Plans provided to the Board of Trustees. The recommendation is set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees, having considered the Findings and Recommendation of the Plan Commission, and having received the revised Plan relative to the mechanical screening, finds that the Application and Plans satisfy the standards established in both Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

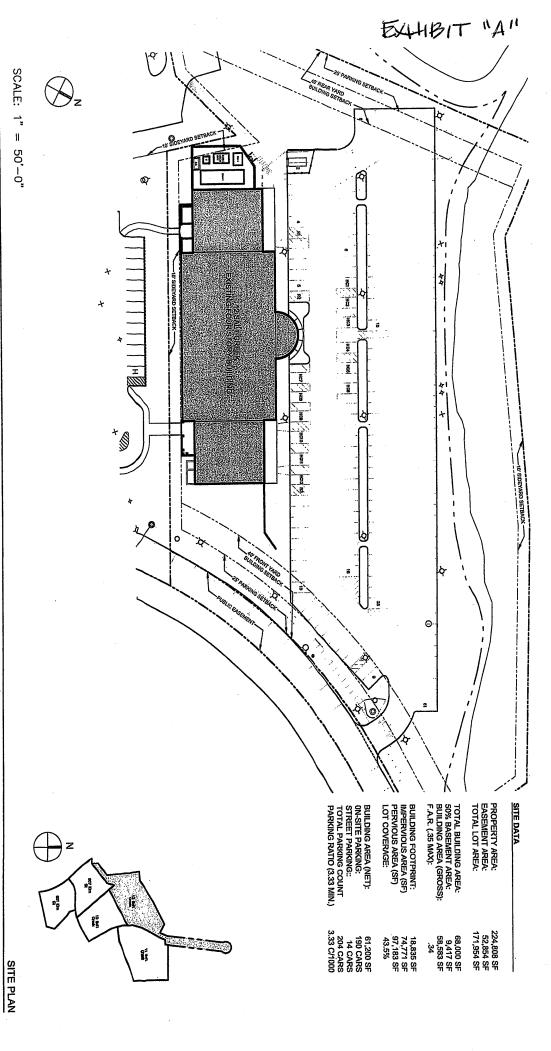
- NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:
- **SECTION 1:** Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.
- SECTION 2: Approval of Site Plan and Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the revised Exterior Appearance Plan and Site Plan attached to, and by this reference, incorporated into this Ordinance as Exhibit A (the "Approved Plans"), relative to the Proposed Improvements, subject to the conditions set forth in Section 3 of this Ordinance.
- **SECTION 3**: Conditions on Approvals. The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:
  - A. <u>Compliance with Plans</u>. All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit A**.
  - B. <u>Compliance with Codes, Ordinances, and Regulations</u>. Except as specifically set forth in this Ordinance or as otherwise specifically authorized by the Village, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
  - C. <u>Building Permits</u>. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- **SECTION 4**: <u>Violation of Condition or Code</u>. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.
- **SECTION 5**: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

ADOPTED this day of	, 2015, pursuant to a
roll call vote as follows:	
AYES:	
NAYS:	
ABSENT:	·
APPROVED by me this day attested to by the Village Clerk this same da	
Thomas K	K. Cauley, Jr., Village President
monias iv	t. Gauley, 61., Villago i Toolaoni
ATTEST:	
Christine M. Bruton, Village Clerk	
ACKNOWLEDGEMENT AND AGREEM CONDITIONS OF THIS ORDINANCE:	ENT BY THE APPLICANT TO THE
By:	
Its:	<u> </u>
Date: , 2015	

### EXHIBIT A

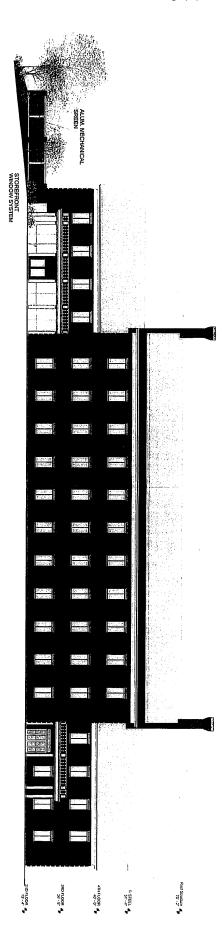
# APPROVED SITE PLANS AND EXTERIOR APPEARANCE PLANS (ATTACHED)



MedProperties

S ECKENHOFF SAUNDERS ARCHITECTS

Salt Creek Medical Campus
12 Salt Creek Ln Medical Office Building
Project No. 1420 Date 2015.135



1 South Elevation

Salt Creek Medical Campus
12 Salt Creek Ln Medical Office Building

STFLOOR

ZICIFLOOR

AD STOCK

TH FLOOR

#### **EXHIBIT B**

# FINDINGS AND RECOMMENDATION (ATTACHED)



#### HINSDALE PLAN COMMISSION

RE: 12 Salt Creek - Med Properties - Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW:

January 14, 2015

DATE OF BOARD OF TRUSTEES – 1<sup>ST</sup> READING:

**February 3, 2015** 

### FINDINGS AND RECOMMENDATION I. FINDINGS

- 1. Med Properties (the "Applicant") submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 12 Salt Creek Lane (the "Subject Property").
- 2. The Subject Property is located in the O-3 General Office District and is improved with a multi-story office building.
- 3. The applicant is proposing the following changes to the property:
  - Two new entrances along the south face, including canopies over both entrances and
  - New screening for the mechanical equipment
  - Install additional landscaping throughout the site and parking lot to enhance and improve the appearance of the site
- 4. The Commission was complimentary of the changes and the applicant's reinvestment into the office park.
- 5. While the Commission generally supported the proposal, they agreed that the appearance of the mechanical screening could be improved and recommended that the applicant look at something that was more in keeping with the existing building materials. As such, they recommended a screening that consisted of bricks and louvers that would complement the existing building materials while still allowing the appropriate air flow and circulation.
- 6. The Plan Commission specifically finds that based on the Application and the evidence presented at the public meeting, the Applicant has satisfied the standards in Sections 11-604 and 11-606 of the Zoning Code applicable to approval of site plan and exterior appearance approval, respectively, provided the applicant satisfy the requested conditions prior to final Board approval. Among the evidence relied upon by the Plan Commission were the elevations and various plans submitted and considered for the January 14, 2015 Plan Commission meeting.

#### II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," zero (0) "Nays," and two (2) "Absent" recommends that the President and Board of Trustees approve the site plan and exterior appearance plans for 12 Salt Creek Lane, subject to the condition that they submit, prior to first reading at the Board of Trustees, revised mechanical screening as described in the statements above.

THE HINSDALI	E PLAN COMMISSION	
Ву:		Chairman
Dated this	day of	. 2015.

### Memorandum

To:

**President Cauley and Village Trustees** 

From:

Sean Gascoigne, Village Planner <

Cc:

Kathleen A. Gargano, Village Manager

Robert McGinnis, Director of Community Development/Building Commissioner

Date:

February 3, 2015

Re:

**Request for Board Action** 

230 Ogden Avenue – Major Adjustment to the approved Exterior Appearance and Site

Plans.

#### **BACKGROUND**

#### **Application**

The Village of Hinsdale has received an application from David Rawlings of DLRawlings Architects, on behalf of 230 Ogden Avenue, requesting approval for a major adjustment to the exterior appearance and site plans for changes to the west, south and east walls of the existing structure on Ogden Avenue.

#### **Process**

Pursuant to Article 11, Section 11-604(I)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of the major adjustments upon finding that the changes are within substantial compliance with the approved final plan or if it is determined that the changes are not within substantial compliance with the approved plan, shall refer it back to the Plan Commission for further hearing and review.

#### Description of property and existing use

The property is currently zoned B-3, which is general business district intended to serve the Hinsdale suburban community with a full range of locally oriented business uses commonly located along established traffic routes.

#### Request

On July 15, 2008, the Village Board approved the Site Plan/Exterior Appearance of the property at 230 E. Ogden. According the applicant, as the owner has built out the property and began to secure tenants, interior changes have driven the need to provide additional windows and minor changes to the exterior of the building. The changes are outlined in the attached documents, but generally include a door and two windows on the west elevation, the removal of the walk-in freezer and replacement of the door on

the south elevation, and the removal of vinyl siding over two windows on the east elevation facing the Koshgarian building.

#### **Property History**

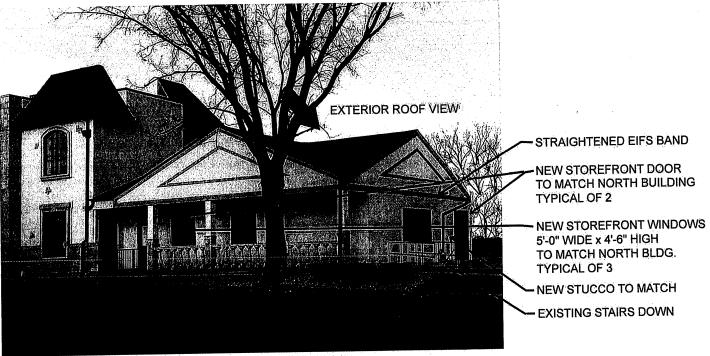
A review of the zoning maps finds that the property that the structure sits on has been zoned B-3 since at least 1989. The rear parking lot was rezoned from R-4, to B-3 in 2009.

#### Motion

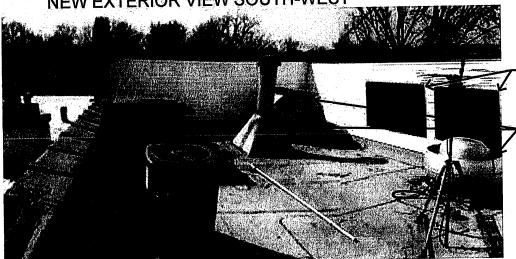
Move that the Board of Trustees approve an "Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 230 E. Ogden Avenue".

#### Attach:

Applicant's Exhibits



NEW EXTERIOR VIEW SOUTH-WEST



REMOVE EXISTING VINYL SIDING TO EXPOSE EXISTING WINDOWS

REMOVE KITCHEN
RELATED EQUIPMENT



Exterior Modifications
Design Review

EXISTING STAIR DOWN TO REMAIN

230 E. Ogden

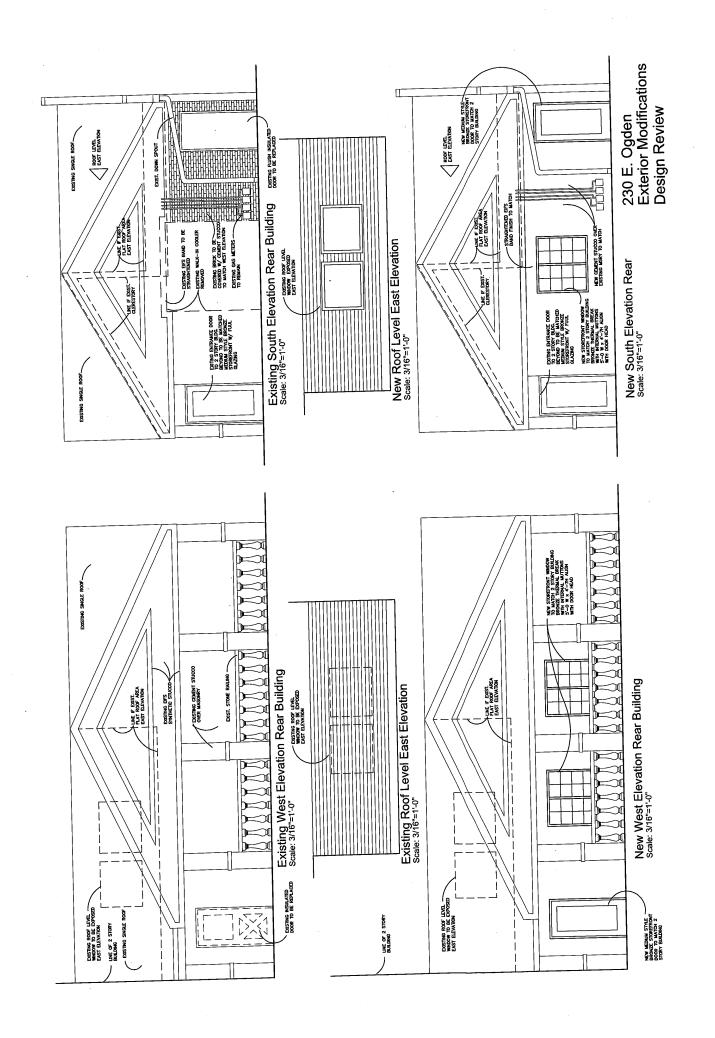
**EXISTING GAS METER** 

STRAIGHTEN EIFS BAND

REMOVE COOLER

TO REMAIN

EXISTING EXTERIOR VIEW SOUTH-WEST



### Memorandum

To:

**President Cauley and Village Trustees** 

From:

Sean Gascoigne, Village Planner

Cc:

Kathleen A. Gargano, Village Manager

Robert McGinnis, Director of Community Development/Building Commissioner

Date:

February 3, 2015

Re:

Request for Board Action

125 W. Second Street – Major Adjustment to the approved Exterior Appearance and Site

Plans.

#### **BACKGROUND**

#### **Application**

The Village of Hinsdale has received an application from Steven Kolber of Kolbrook Design, on behalf of 125 W. Second Street, requesting approval for a major adjustment to the exterior appearance and site plans for changes to the approved elevations at this property. The modifications have already been completed as they were made following the building permit submittal as a result of building and zoning review comments made during the site plan review process. The discrepancies were picked up during a final inspection of the property.

#### **Process**

Pursuant to Article 11, Section 11-604(I)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of the major adjustments upon finding that the changes are within substantial compliance with the approved final plan or if it is determined that the changes are not within substantial compliance with the approved plan, shall refer it back to the Plan Commission for further hearing and review.

#### Description of property and existing use

The site is located on the northeast corner of Grant and Second Street. The property is currently zoned O-1. This classification is "intended to provide for small offices in the older areas of the village adjacent to the central business areas where it is possible to retain the residential character and appearance of the village and at the same time promote limited business activity".

#### Request

The applicant is requesting a major adjustment to the approved site plan and exterior appearance plans, as approved by the Village Board on November 19<sup>th</sup>, 2013. As stated in the applicant's memo, the

changes to the elevations were made primarily due to FAR restrictions that were identified during the plan review and permitting process. The architect has outlined the specific changes made in his attached memo, however the changes generally include the removal of a dormer on the west elevation, and the removal and/or replacement of windows on the north and east elevations. The attached memo and elevations further identify the changes.

#### **Property History**

#### Approval for Façade Improvements

The applicant received site plan and exterior appearance approval from the Board of Trustees on November 19<sup>th</sup>, 2013. On October 9<sup>th</sup>, 2013, the Plan Commission considered the original proposal, which also included a surface parking lot for 5 vehicles. After deliberation, the Plan Commission approved the façade improvements to the existing structure on the site, subject to the removal of the proposed parking lot, as a result of concerns by the adjacent neighbors. The applicant agreed and indicated they would return to the Plan Commission at later date to work towards a parking solution that would hopefully be more acceptable to everyone.

#### Approval for Surface Parking Lot

Following a resubmittal and a second appearance at the Plan Commission, the applicant was approved by the Board of Trustees on March  $4^{th}$ , 2014 for a new 5-car parking lot, subject to the removal of an adjacent drive aisle on the east side of the property.

#### **Additional Modifications**

As part of Manager's Notes on October 3<sup>rd</sup>, 2014, staff identified additional changes that were made to the landscaping, as a result of the applicant's architect consulting with the Village Forester and working with the affected property to the north. The Village's zoning code provided for these changes to be done administratively through the minor adjustment process. After confirmation from the Village Board that these changes were acceptable, the Village Manager approved the changes on October 8<sup>th</sup>, 2014.

A review of the zoning maps finds that the property that the structure sits on has been zoned O-1 since at least 1989.

#### **Motion**

Move that the Board of Trustees approve an "Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 125 W. Second Street".

#### Attach:

Applicant's Exhibits

**Approving Ordinances** 

**General Supporting Correspondence** 

## kolbrook design

January 26, 2015

Mr. Rob McGinnis **Building Commissioner Director of Community Development** Village of Hinsdale 19 E. Chicago Avenue Hinsdale, IL 60521

Re:

125 Second Street **Updated Elevations** 

#### Dear Rob:

As we discussed on Thursday evening, the revised elevations at 125 Second Street were due primarily to the FAR (Floor Area Ratio) exercise that we worked through diligently with your staff during the permitting process. As a reminder, the FAR issue came into play once the decision was made to go to a new poured foundation rather than lowering the slab and underpinning the existing foundation as was originally proposed at the time we presented to the Plan Commission. This new foundation rounded out the corner of what was once a porch enclosure that was not originally counted in our original FAR calculations.

Once we were notified that our proposed area exceeded FAR, we of course made plan adjustments to tighten and squeeze things across the board to accommodate the code and garner municipal approval accordingly. Here is a breakdown of those adjustments to the floor plans that affected the elevations to meet the FAR requirements:

The three "short" windows on the West elevation were in the original locations; these were removed since the original framing was eliminated due to the new foundations and associated framing since they occur in a closet, a toilet room and the mechanical room.

#### Main Level:

The windows on the East elevation were adjusted due to the new framing that was necessary structurally. We evened out the cadence for a cleaner elevation in lieu of keeping the group of three windows at the South end of the East elevation (which was originally the porch glazing) and two single units.

Of course this is where most of the changes occurred as we re-sculpted the floor plan to eliminate as much area as possible to meet FAR. On the West elevation the original dormer was removed. On the East elevation the extension of the gable that incorporated the existing dormer was removed. On the North elevation we re-shaped the exterior to cut back on area creating a short flat roof area that has copper roofing on it now. We extended the lower roof line across the rear so all elements would align accordingly. Of course due to these plan adjustments of the upper level the roof line changed as necessary. You will notice though that in elevation the spirit of our original design is indeed intact.

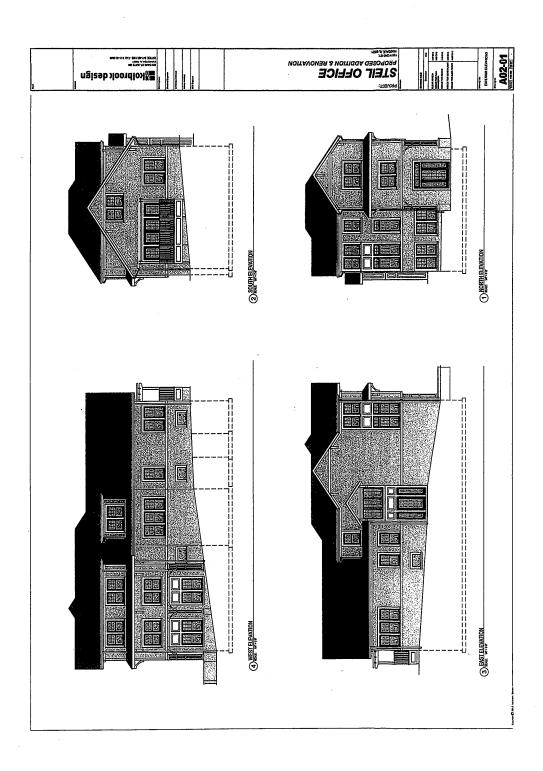
I am attaching two elevation drawings. The first is the scheme that we brought in to present to the Plan Commission. And of course the second reflects current conditions. I am also attaching the originally proposed upper level plans and the current plan to accommodate the FAR requirements. Please let me know if there is anything else I can provide at this time.

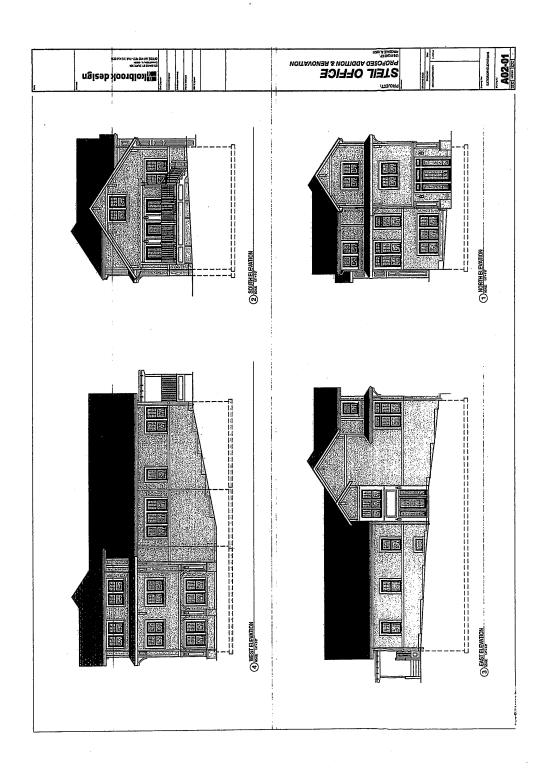
Respectfully Submitted,

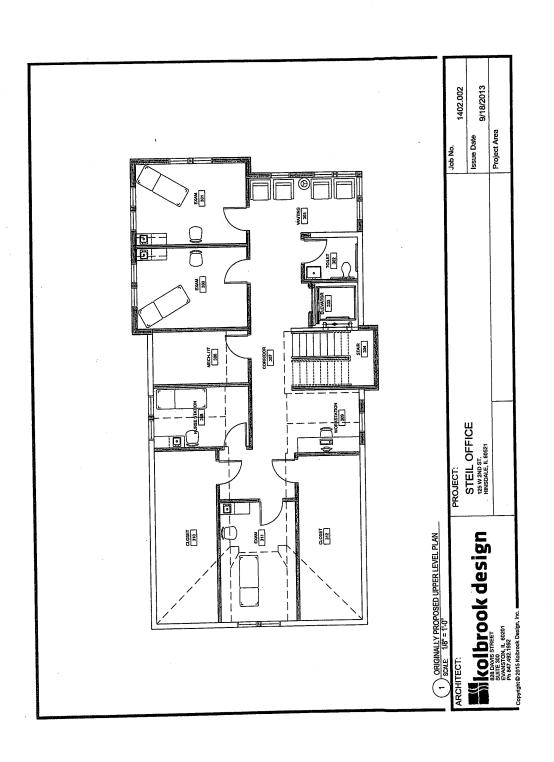
Steven Kolber, AIA President / Principal Kolbrook Design, Inc.

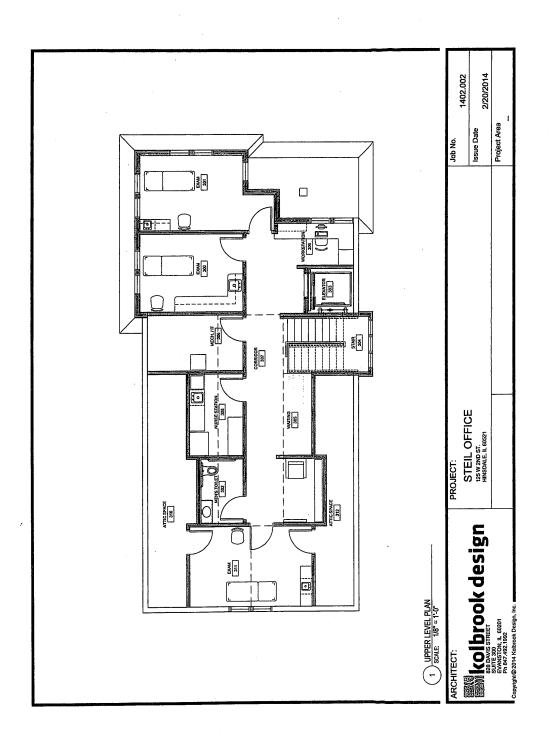
828 Davis Street Suite 300 Evanston, IL 60201

www.kolbrook.com









#### VILLAGE OF HINSDALE

#### ORDINANCE NO. O2013-34

# AN ORDINANCE APPROVING SITE PLANS AND EXTERIOR APPEARANCE PLANS FOR EXTERIOR MODIFICATIONS AND FAÇADE IMPROVEMENTS TO AN EXISTING COMMERCIAL BUILDING AT 125 W. SECOND STREET

WHEREAS, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review for exterior modifications and façade improvements to an existing commercial building located at 125 W. Second Street, Hinsdale, Illinois (the "Subject Property"), from Kolbrook Design, Inc., on behalf of property owner Christina Steil (the "Applicant"); and

WHEREAS, the Subject Property is located in the Village's O-1 Specialty Office Zoning District and is currently improved with a two and a half-story structure previously used for office space. The Applicant proposes to improve the existing commercial building with a small addition on the north side, roof modifications, repair and replacement of existing stucco, and other exterior improvements. The Application also included a proposed new surface parking lot for five (5) vehicles and related landscaping; and

WHEREAS, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on October 9, 2013. The Plan Commission favored the improvements to the existing commercial building itself, but expressed concern about the addition of new surface parking. The Applicant withdrew the request for the parking, after which the Plan Commission recommended approval of the Application by the Board of Trustees on a vote of six (6) in favor, zero (0) against, and one (1) absent, subject to revisions to the plans to remove the surface parking lot. The recommendation for approval and a summary of the related proceedings are set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the President and Board of Trustees find that the Application satisfies the standards established in Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

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

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

SECTION 2: Approval of Site Plan and Exterior Appearance Plan. Collectively, the various improvements proposed, minus the original request for a new surface parking lot, are depicted in the revised site plan and exterior appearance plans attached hereto as Exhibit B and made a part hereof. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the revised site plan and exterior appearance plan attached as Exhibit B, subject to the conditions set forth in Section 3 of this Ordinance.

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

- A. <u>No Surface Parking Expansion Approval</u>. The approvals granted hereunder do not include approval of a surface parking lot addition. That part of the original Application has been withdrawn.
- B. <u>Compliance with Plans</u>. All work on the Subject Property shall be undertaken only in strict compliance with the approved plans attached as **Exhibit B**.
- C. <u>Compliance with Codes, Ordinances, and Regulations</u>. Except as specifically set forth in this Ordinance or as otherwise specifically authorized by the Village, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- D. <u>Building Permits</u>. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

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

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
ADOPTED this <u>19th</u> day of <u>November</u> , 2013, pursuant to a roll call vote as follows:
AYES: Trustees Elder, LaPlaca, Saigh and President Cauley
NAYS: None
ABSENT: Trustees Angelo, Haarlow, Hughes
APPROVED by me this 19th day of November, 2013, and attested to by the Village Clerk this same day.
Thomas K. Cauley, Jr., Village President
Christine M. Bruton Christine M. Bruton, Village Clerk
ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:  By:
Its: KOLBROOK DESIGN, INC

### EXHIBIT A

# FINDINGS AND RECOMMENDATION (ATTACHED)

#### HINSDALE PLAN COMMISSION

RE: 125 W. Second Street - Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW:

October 9, 2013

DATE OF ZONING AND PUBLIC SAFETY REVIEW:

October 28, 2013

### FINDINGS AND RECOMMENDATION I. FINDINGS

- 1. Steve Kolber (the "Applicant") submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 125 W. Second Street (the "Subject Property").
- 2. The Subject Property is located in the O-1 Specialty Office District and is improved with a multiple-story residential office building.
- 3. The applicant was proposing to construct a new surface parking lot for 5 vehicles and a small addition on the north side of the existing structure, as well as make several exterior improvements to the existing building and site.
- 4. The applicant summarized the request which included
  - Construction of a small surface parking lot for 5 vehicles (includes 1 h/c space), which also includes removal/replacement of certain sections of pavement and installation of row hedges to visually screen the lot.
  - Construction of a small addition, including a cantilevered portion, off of the north side of the existing structure.
  - Conversion of two existing hip roofs, to gable roofs.
  - Necessary repair and replacement of existing stucco.
- 5. The Commission expressed concerns with the proposed surface parking lot and the impact it would have on the neighborhood, including stormwater management and aesthetic concerns.
- 6. The Commission heard concerns from a neighbor who expressed interest in visual impact of a surface parking lot and suggested the applicant consider alternatives for street parking, including reaching out to the Police Department to discuss the possibility of converting some of the existing permit parking, to regular street parking.
- 7. The Plan Commission was complimentary of the elevations and the proposed improvements to the structure.
- 8. Certain Commissioners also expressed concerns with the requested variations and felt that they should be broadened to include a request specific to allowing a parking lot in the front or corner side yard as the code did not currently allow for parking lots in those locations.
- 9. While the Commission generally understood the applicant's rationale for wanting to provide the additional parking, they indicated they could not support the surface parking lot being proposed based on the reasons stated previously. They suggested that if the applicant was willing to remove the parking lot from the request at this time, they would be more comfortable moving this forward with those changes, as well as an endorsement to the Zoning Board of Appeals for the rear yard setback variation.

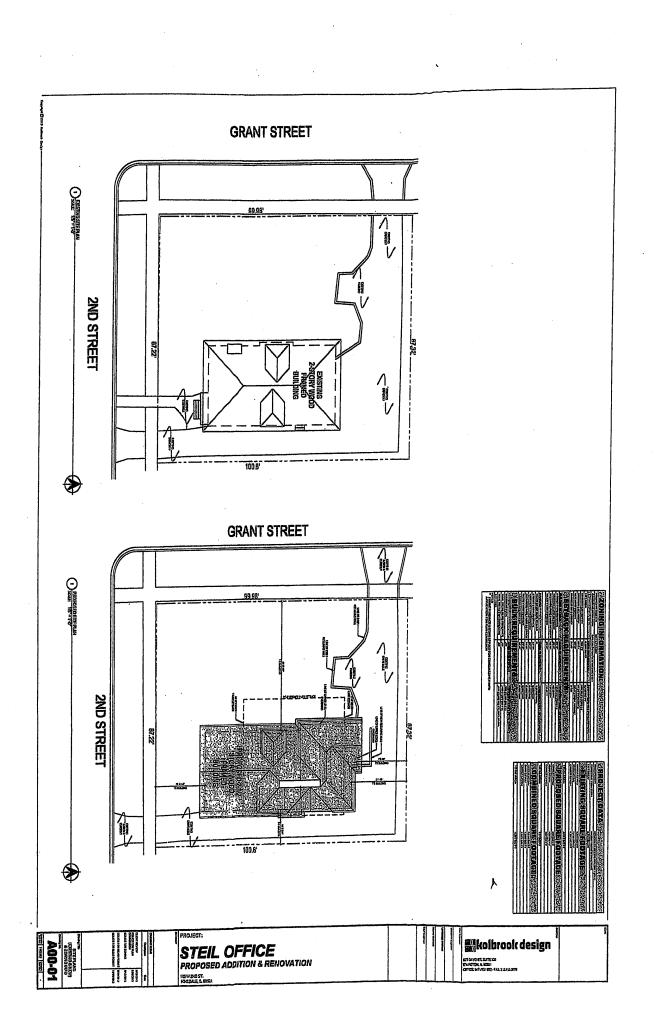
- 10. The applicant agreed to remove the parking lot at this time stating that if and when his client decided to expand the existing parking situation, he would be happy to come back and work with the Commission to reach a reasonable solution.
- 11. The Plan Commission finds that the plan submitted by the Applicant complies with the standards set forth in Section 11-604 of the Zoning Code governing site plan review.
- 12. The Plan Commission finds that the plan submitted by the Applicant complies with the standards set forth in Section 11-606 of the Zoning Code governing exterior appearance review.

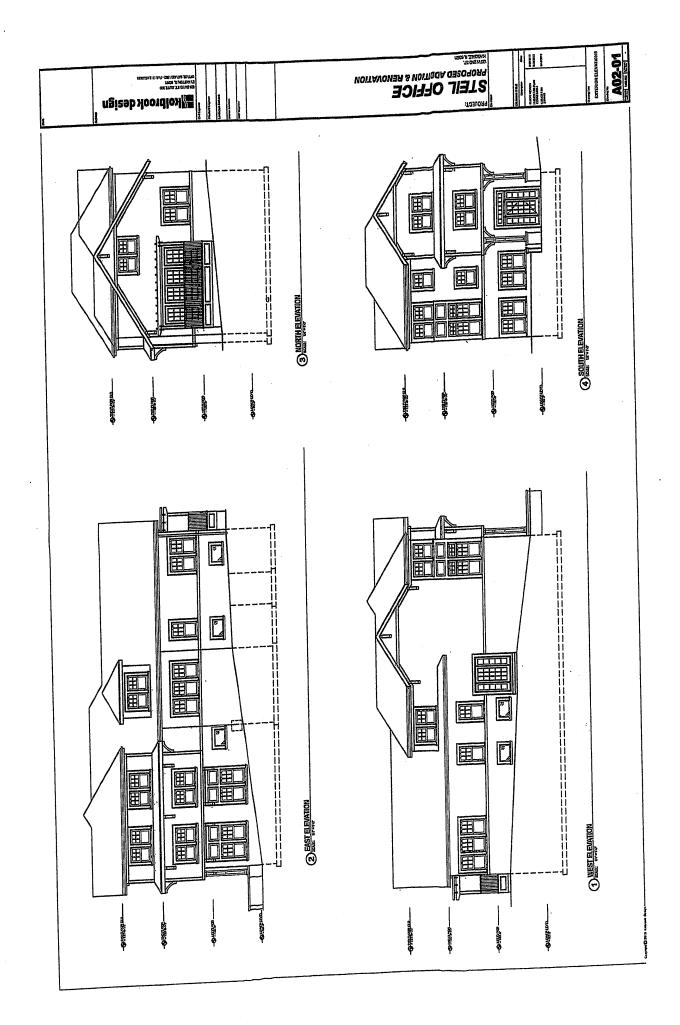
#### II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," zero (0) "Nays," and one (1) "Absent" recommends that the President and Board of Trustees approve the site plan and exterior appearance plans for 125 W. Second Street, subject to the applicant removing the proposed surface parking lot from the plans.

#### **EXHIBIT B**

# APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)





#### **VILLAGE OF HINSDALE**

#### **ORDINANCE NO. 02014-08**

# AN ORDINANCE APPROVING A SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR CONSTRUCTION OF A NEW SURFACE PARKING LOT (125 W. SECOND ST.)

WHEREAS, Steve Kolber (the "Applicant") submitted an application for site plan approval and exterior appearance review for construction of a new surface parking lot for five (5) vehicles, including one handicap spot (the "Application"), at property located at 125 West Second Street, Hinsdale, Illinois (the "Subject Property"); and

WHEREAS, the Subject Property is located in the O-1 Specialty Office Zoning District and is improved with a multiple-story office building; and

WHEREAS, the Village of Hinsdale Plan Commission at a public meeting held on October 9, 2013, reviewed the plans relative to redevelopment of the entire site, which included proposed on-site parking, as well as structural improvements. The Applicant then withdrew the original parking lot request based on zoning code requirements and concerns expressed by the Commission members and the neighbors; and

**WHEREAS**, the Applicant returned to the Plan Commission on January 8, 2014, at which time he presented the Commission with modified plans in the Application that proposed a five (5) space parking lot in the corner side yard towards the rear of the Subject Property; and

**WHEREAS**, the Board of Trustees has already approved the plans regarding the structure on the Subject Property itself; and

WHEREAS, in addition to the site plan and exterior appearance approvals, the Applicant also applied for the following variations from provisions of the Hinsdale Zoning Code, all of which were unanimously approved by the Zoning Board of Appeals on January 15, 2014:

- (1) A variation from Section 9-107A(1), to allow less than the required 10'-0" landscape buffer, along the corner side (west) and rear (north) yards of the proposed parking lot.
- (2) A variation from Section 9-101E, which refers to Section 6-111 to allow the proposed parking lot to have: a rear (north) parking lot yard setback of 3'-6" in lieu of the 25'-0" required, and a corner side (west) parking lot yard/setback of 5'-10", in lieu of the 35'-0" required.
- (3) A variation from Section 9-104G(2)(b) to allow a parking lot in a front or corner side yard.

WHEREAS, and after considering all of the matters related to the Application, the Plan Commission recommended denial of the Exterior Appearance Plan and Site Plan

on a vote of four (4) in favor, two (2) against, and one (1) absent, all as set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A**; and;

WHEREAS, the President and Board of Trustees having given due consideration to the Findings and Recommendation of the Plan Commission, and evidence presented at the public meeting on the Application, find that the Application satisfies the standards established in Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

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

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

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

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

- A. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. <u>Compliance with Plans</u>. All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.

D. <u>Building Permits</u>. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

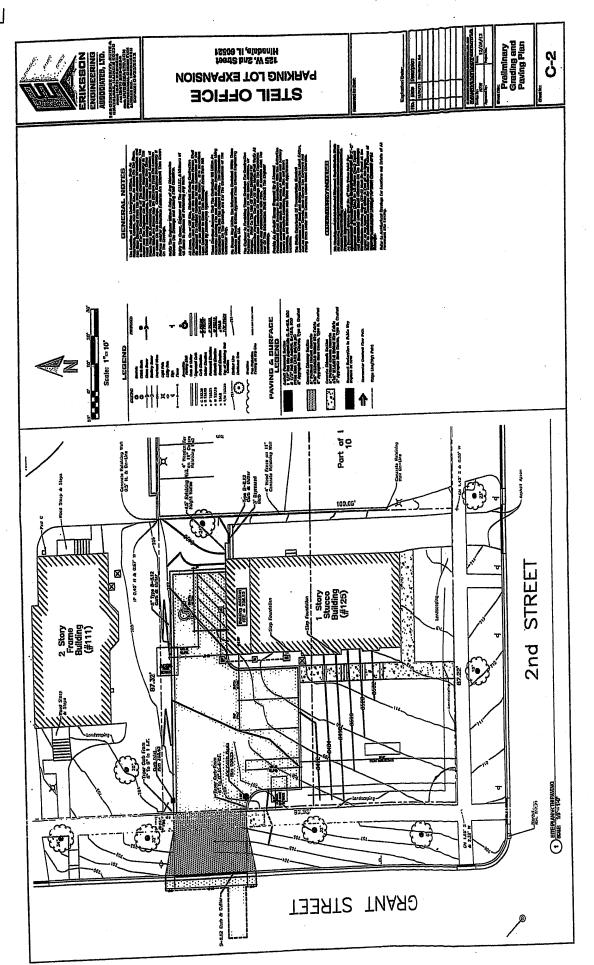
SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity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

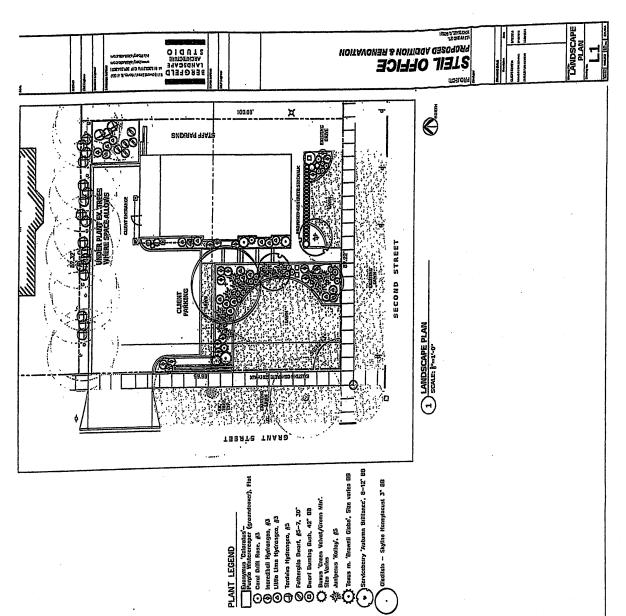
**SECTION 6**: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this 4th day of March 2014.	
AYES: Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca, Saigh	
NAYS: None	
ABSENT: None	
APPROVED this 4th day of March 2014.	
Thomas K. Cauley, Jr., Village President	
ATTEST: Budon	
Christine M. Bruton, Village Clerk	
ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:	Ε
ву:	
Its: ARCHITECT	
Date: 3 - 4, 2014	

### **EXHIBIT A**

# FINDINGS OF FACT (ATTACHED)





#### HINSDALE PLAN COMMISSION

RE: 125 W. Second Street – Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW:

January 8, 2014

DATE OF ZONING AND PUBLIC SAFETY REVIEW: January 27, 2014

## FINDINGS AND RECOMMENDATION I. FINDINGS

- 1. Steve Kolber (the "Applicant") submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 125 W. Second Street (the "Subject Property").
- 2. The Subject Property is located in the O-1 Specialty Office District and is improved with a multiple-story office building.
- 3. The applicant is proposing to construct a new surface parking lot for 5 vehicles, which includes one handicap spot, on the existing site.
- 4. At the October 9<sup>th</sup> Plan Commission meeting, the Plan Commission reviewed the applicant's site plan and exterior appearance plans relative to redevelopment of the site, which included proposed on-site parking, as well as structural improvements. The applicant then withdrew the original parking lot request based on zoning code requirements and concerns expressed by both the Commission and the neighbors. The intent of the withdrawal was to allow them to move forward on the improvements to the structure, while working on a revised parking lot plan that would hopefully be more acceptable to everyone. The aspects of the proposed plans relative to the structure itself were subsequently approved by the Board of Trustees.
- 5. The applicant returned on January 8<sup>th</sup>, with modified plans that proposed a five (5) space parking lot in the corner side yard towards the rear of the lot. The Commission heard a presentation from the applicant regarding the proposed modifications.
- 6. The Plan Commission was complimentary of the changes and the applicant's efforts to minimize the impact of the parking lot by moving it towards the rear of the lot and including landscape screening, but while some Commissioners felt the modifications satisfied their concerns from the original proposal, other Commissioners still expressed concerns with regards to the impact of the proposal to the surrounding single-family residential neighbors.
- 7. Certain of the Commissioners felt that the available street parking was sufficient for the proposed use and indicated that they still could not support the current proposal.

Additionally, certain Commissioners noted the property was in compliance with parking requirements established by the code.

- 8. Questions were raised regarding the Plan Commission's role and whether some of the concerns raised were a function of the Plan Commission, or whether they were afforded to Zoning Board of Appeals through the Variation process. Subsequent dialogue detailed the Plan Commission's vote should be based on Site Plan and Exterior Appearance standards.
- 9. A majority of the Plan Commission generally finds that based on the Application and the evidence presented at the public meeting, the Applicant has not satisfied the standards in Sections 11-604 and 11-606 of the Zoning Code applicable to approval of site plan and exterior appearance approval, respectively. Specifically, members voting in favor of recommending denial are concerned that the proposed plans are unreasonably injurious or detrimental to the use and enjoyment of surrounding residential properties and is not compatible with the nearby adjacent residential uses. Among the evidence relied upon by the Plan Commission were the site plans and various plans submitted and considered for the January 8<sup>th</sup>, Plan Commission meeting, as well as comments from a nearby neighbor.

### II. RECOMMENDATION

Following a motion to recommend denial of the proposed site plan and exterior appearance plans, the Village of Hinsdale Plan Commission, on a vote of four (4) "Ayes," two (2) "Nays," and one (1) "Absent," recommends that the President and Board of Trustees <u>denv</u> the site plan and exterior appearance plans for 125 W. Second Street.

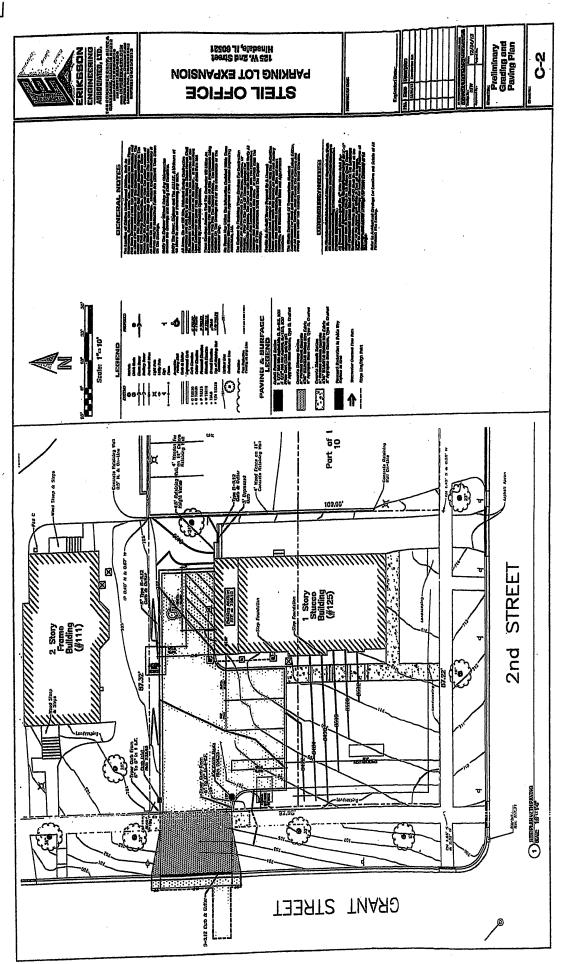
THE HINSDALE PLAN COMMISSION

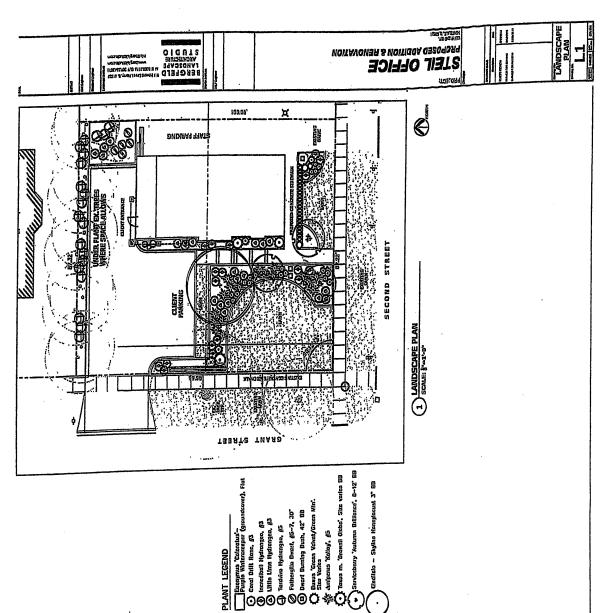
By: Marman / Chairman

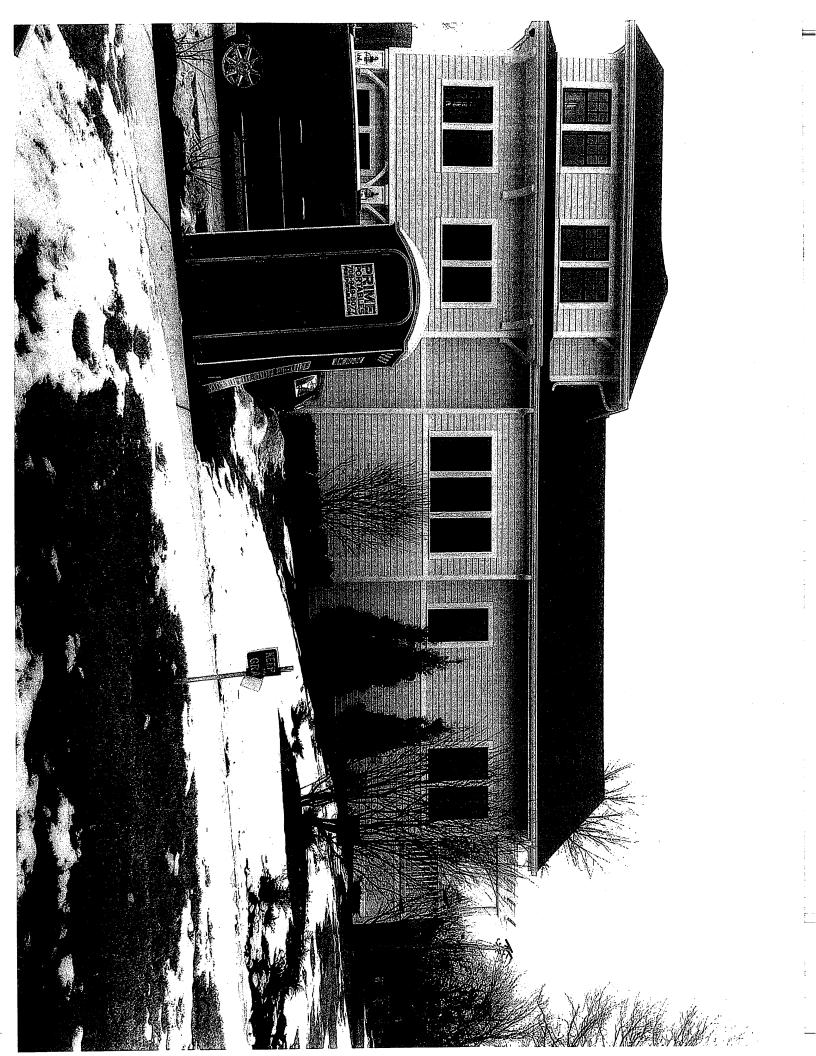
Dated this / / day of February, 2014.

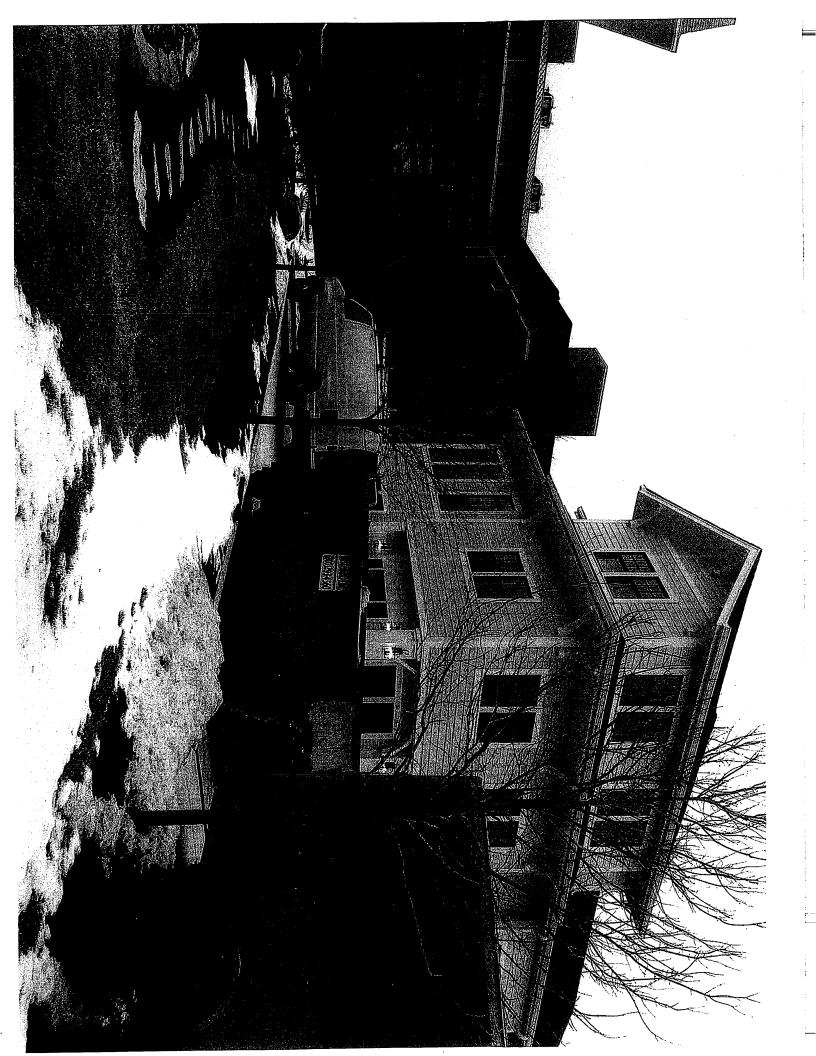
### **EXHIBIT B**

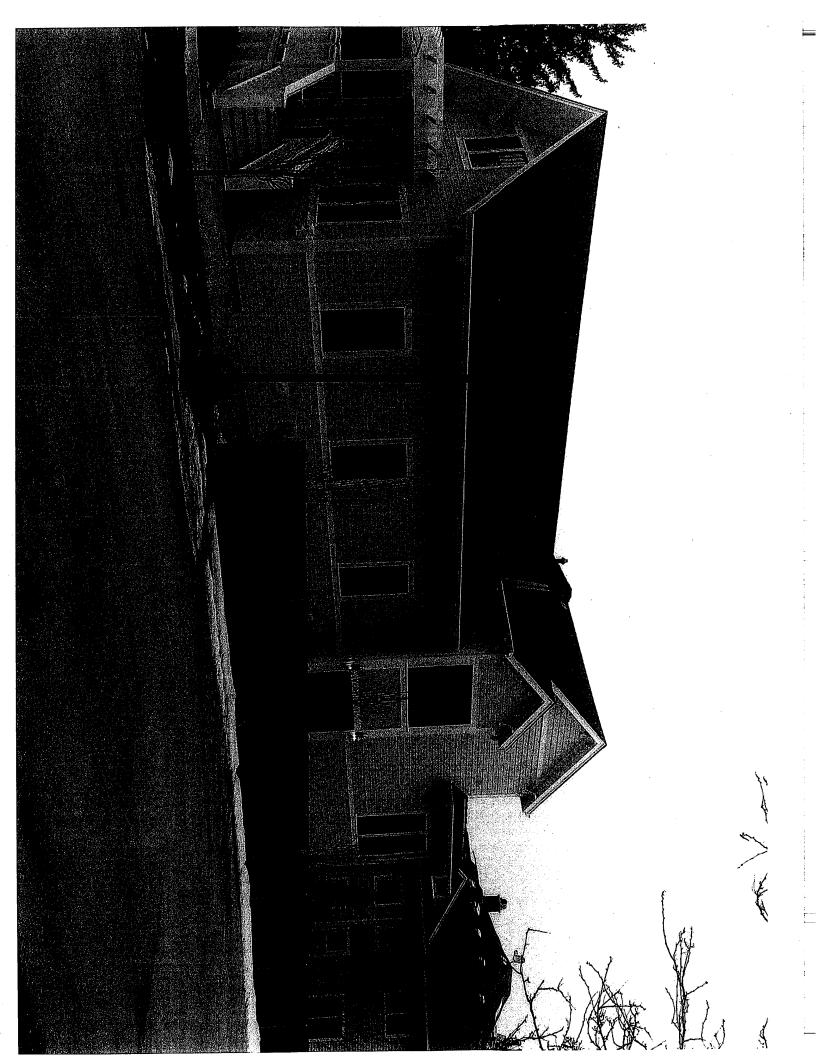
## APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)

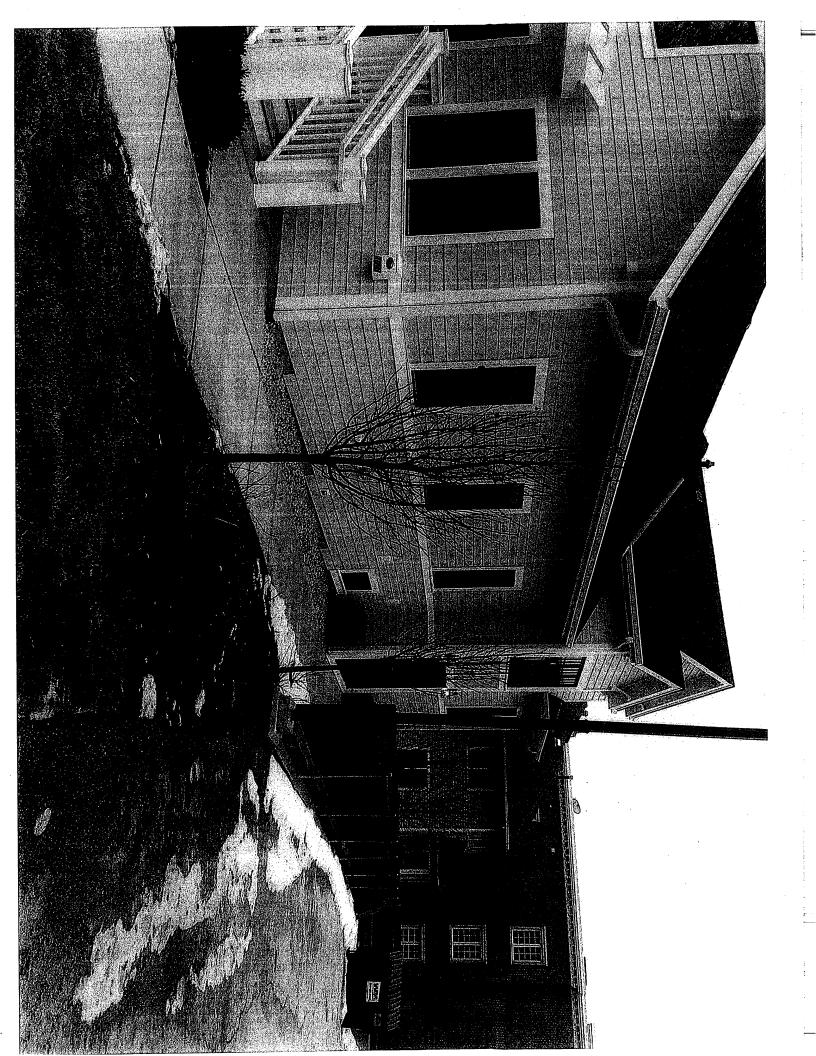














### Memorandum

To:

Kathleen A. Gargano, Village Manager

Cc:

Robb McGinnis, Director of Community Development/Building Commissioner

From:

Sean Gascoigne, Village Planner

Date:

October 3, 2014

Re:

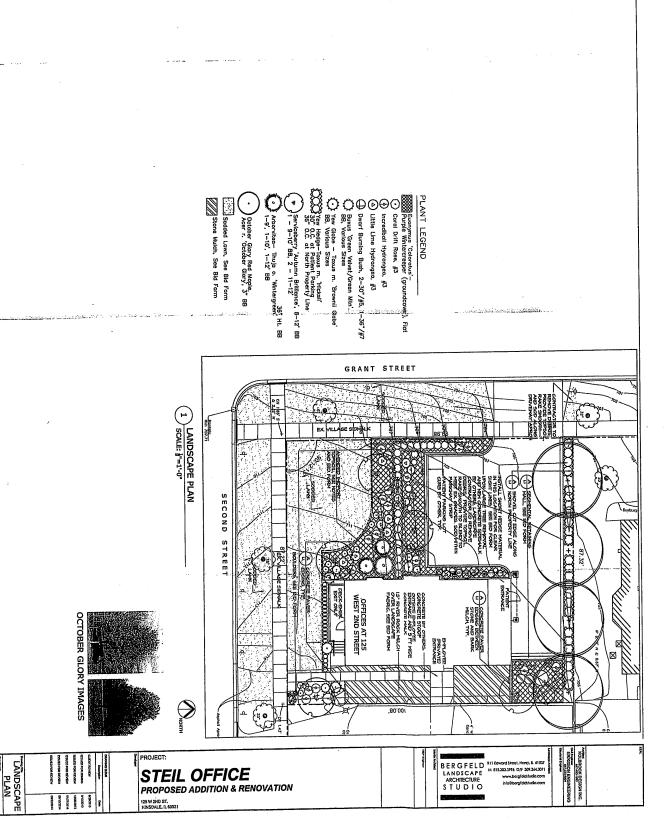
Notes for Manager's Meeting

#### 125 W. Second Street

Staff has recently been made aware of changes affecting the landscaping along the north property line of 125 W. Second. After the Building Commissioner performed a site visit, it was confirmed that the north property line had been cleared of all the existing landscape that was originally shown on the approved site plans for the property. After communicating with the architect for the project, we were made aware that the applicant had been working with the Village Forester as it related to this area of the property. As you will note in the attached correspondence, the Village Forester indicated that the quality of the existing landscaping was negligible, and suggested that the applicant work towards an amicable resolution with the property owners to the north, which abuts the landscaped area. As such, the applicant worked with these property owners to arrive at a mutually acceptable landscape buffer between the two areas. That plan, along with a signed affidavit from the affected property has been attached for your reference.

Section 11-604I(1)(e) of the zoning code states that during the development of the site, the Village Manager may authorize minor adjustments to a site plan when such adjustments appear necessary in light of technical or engineering considerations first discovered during actual development, but that such adjustments shall be limited to specific allowances, one of which is altering the location or type of landscaping elements. Given that the code provides this discretion to the Village Manager, as well as the fact that the applicant has worked with the Village Forester and the affected neighbor to the north to reach an acceptable landscape buffer as a replacement, it was staff's intent to confirm that the Board of Trustees had no objections to the Village Manager approving such changes under the scope of a minor adjustment.

Should anyone have any concerns with proceeding in this manor, we are requesting that you contact staff prior to Wednesday, October 8<sup>th</sup> so that we can proceed accordingly.



### **Steven Schmitt**

From:

Steven Kolber

Sent:

Tuesday, September 23, 2014 6:22 AM

To:

**Steven Schmitt** 

Subject:

Fwd: 125 West Second Street Trees

Add this email showing the Forester's opinion to what you turn in to Sean....

Thanks!

Steven Kolber, AIA Kolbrook Design, Inc. 630-300-4699

----- Original message -----

From: Jeff Bergfeld

Date:04/13/2014 9:58 AM (GMT-06:00)

To: Christina Steil ,CRAIGJWORKMAN@aol.com,Steven Kolber

Subject: 125 West Second Street Trees

Forester agrees they are all volunteer trees and has no preference in their staying or going since private property.

Bergfeld Studio Ltd. (m) 815.303.3996

From: John Finnell [mailto:JFinnell@villageofhinsdale.org]

Sent: Thursday, August 29, 2013 11:13 AM

To: Jeff Bergfeld

Subject: RE: 125 West Second Street

Hi Jeff,

Yes the plants from Cleveland Road seem to be struggling through this dry spell. We could use two or three good long rain storms though.

The Village does not have a preference for the north property line at 125 W 2nd Street. The trees are all volunteers and many seem to be shared property with the neighbor to the north. I would suggest you make contact with the owner and work towards an agreement that would be mutually beneficial to both properties.

Best regards,

John

John R. Finnell Village Forester Village of Hinsdale

### ISA Certified Arborist IL-1111A

O: 630 789 7043 F: 630 789 7046

E: jfinnell@villageofhinsdale.org

From: Jeff Bergfeld [mailto:jeff@bergfeldstudio.com]

Sent: Wednesday, August 28, 2013 4:26 PM

To: John Finnell

Subject: 125 West Second Street

Hello John,

I am working on another project with Christina Steil who also owns the property on Cleveland where we first met. I hope all the transplants are surviving this dry-spell ok. I hope that you can drive by the above address and take a look at the rear/north property line edge (some photos are attached) and give me your opinion. A call or email...whichever is easier.

My question to you is vague but simple; does the village have any preference or guidance as to how we (client, design team) should address this north property line? The trees are 'trash' trees for the most part. However, they do provide separation between the two uses as well as shade. The trees simply grew up along this back, neglected property line. However, the building's future use is a medical/doctor's office so we do want to clean-up this edge.

Thanks again John, Jeff 815-303-3996

leff Bergfeld Bergfeld Studio Ltd. 911 Edward Street, Henry, IL 61537 (m) 815.303.3996 (o/f) 309.364.3071 www.bergfeldstudio.com

## kolbrook design

To Whom It May Concern at the Village of Hinsdale,

RE: 125 W. 2<sup>nd</sup> Street

We the undersigned confirm that Kolbrook Design has reached out to us in search of our opinions regarding the proposed landscaping for the site work being done at 125 W. 2<sup>nd</sup> Street. After reviewing multiple options and offerings, our desire to optimize visual screening by means of providing new trees and landscaping along the north property line is most accurately portrayed in the attached landscaping plan.

Sincerety,	
DONALD J. BRUMMET	(Print Name)
Janalel J. Brummes	(Sign Name)
9/25/14	(Date)
111 S. GRANT ST.	(Address)
KEDRA J. DISEN	(Print Name)
Sydne Olsen	(Sign Name)
9/35/14	(Date)
111 5. Brang Sr Hinsdale	(Address)

7a

AGENDA SECTION	Consent: Agenda/A		IGINATING PARTMENT	Finance	Y (
ITEM	Accounts Payable	API	PROVED Assistant	Darrell Langloi Village Manager/Direc	
At the me	eeting of February 03, 2015 s he accounts payable:	staff respectfully req	uests the presentat	tion of the followin	g motion to
Motion:	To move approval and pa through February 03, 201 provided by the Village Tre	5 in the aggregate	amount of \$916.0	36.63 as set forth	on the list
STAFF APPE	ROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVA	MANAC AL APPRO	
COMMITTE	E ACTION:				All
					į
OARD ACT	ION:				

### VILLAGE OF HINSDALE

### ACCOUNTS PAYABLE WARRANT REGISTER #1579

FOR PERIOD January 21, 2015 through February 03, 2015

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$916,036.63 reviewed and approved by the below named officials.

APPROVED BY Variety Songland DATE /	30/15
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER	
APPROVED BY WILLAGEMANAGER DATE //	30/15
APPROVED BYDATE	
VILLAGE TRUSTEE	

### Village of Hinsdale Warrant # 1579 Summary By Fund

		Regular	ACH/Wire	
Recap By Fund	Fund	Checks	Transfers	Total
General Fund	10000	166,471.76		166,471.76
Foreign Fire Insurance	32756	47,173.48	-	47,173.48
Capital Project Fund	45300	259,983.04	-	259,983.04
Annual Infra Project Fund	45400	69.32	-	69.32
Water & Sewer Operations	61061	13,504.96	-	13,504.96
Water & Sewer Capital	61062	292,339.71	-	292,339.71
Escrow Funds	72100	500.00		500.00
Payroll Revolving Fund	79000	18,823.48	117,170.88	135,994.36
Total		798,865.75	117,170.88	916,036.63

DATE: 02/03/15

WARRANT REGISTER: 1579

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
	HAMBER OF COMME				
188411	STATE OF COUNTY ADDR		121719411		\$25.00
LIMITED OTA:	FEO TOPAQUOV	Total for Check:		100841	\$25.00
188410	TES TREASURY  2014 4TH QTR MEDICARE	AD I	00.000000		#00.0F
100410	2014 41H QTK WEDICARE	Total for Check:	36-6005930	100842	\$33.25 <b>\$33.25</b>
5 STAR SOC	CER CAMPS, INC	TOTAL TOL CHECK.		100042	<b>\$33.25</b>
188382	SOCCER INSTR		12115		\$3,432.00
		Total for Check:		100843	\$3,432.00
A & M PARTS					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
188365	DOME LIGHTS		459917		\$49.96
188366	ANTI FREEZE		320474		\$78.43
		Total for Check:		100844	\$128.39
AIR ONE EQU					
188371	MSA AIR FILTER	<b>T</b> ( ) ( ) ( )	98680		\$312.50
ALAN F. FRIE	DMAN BUD	Total for Check:		100845	\$312.50
188443	PROFESSIONAL EVALUAT	ION.	01212015		<b>\$0.040.50</b>
100440	THOI ESSIONAL EVALUAT	Total for Check:	01212015	100846	\$9,012.50 \$0.043.50
ALEXANDER	FOUIPMENT	Total for Check.		100040	\$9,012.50
188446	FORESTRY SUPPLIES		109003	•	\$196.34
		Total for Check:	, 55555	100847	\$196.34
ALL CLEANE	RS				<b>V100.04</b>
188430	CUSTODIAL SERVICES		103114		\$1,530.00
188430	CUSTODIAL SERVICES		103114		\$1,345.00
188430	CUSTODIAL SERVICES		103114		\$1,951.00
188430	CUSTODIAL SERVICES		103114		\$540.00
188431	CUSTODIAL SERVICES		113014		\$1,530.00
188431	CUSTODIAL SERVICES		113014		\$1,345.00
188431	CUSTODIAL SERVICES		113014		\$1,951,00
188431	CUSTODIAL SERVICES		113014		\$540.00
		Total for Check:		100848	\$10,732.00
	E REPUBLIC SVC		0554 04404555		
188329	ROLL OFF BOXES PW		0551-011345353		\$84.70
AMERICAN EX	/BDESS	Total for Check:		100849	\$84.70
188414	ASST MERCHANDISE		8-03003-01/2015		<b>005.00</b>
188414	ASST MERCHANDISE		8-03003-01/2015		\$35.00
188414	ASST MERCHANDISE		8-03003-01/2015		\$295.00
188414	ASST MERCHANDISE		8-03003-01/2015		\$129.81 \$202.65
188414	ASST MERCHANDISE		8-03003-01/2015		\$202.65 \$28.21-
188414	ASST MERCHANDISE		3-03003-01/2015		\$168.00
188414	ASST MERCHANDISE		3-03003-01/2015		\$237.91
188414	ASST MERCHANDISE		3-03003-01/2015		\$272.87
188414	ASST MERCHANDISE		3-03003-01/2015		\$250.20
188414	ASST MERCHANDISE		3-03003-01/2015		\$327.95

	DATE: 02/03/15		
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
	•		
ARAMARK	UNIFORM SERVICES	Total for Check: 100850	\$2,105.10
188300	UNIFORMS	2078763430	<b>600.47</b>
188300	UNIFORMS	2076763430	\$22.17
188300	UNIFORMS	2076763430	\$65.45
188300	UNIFORMS	2076763430	\$19.93 \$30.07
188300	UNIFORMS	2078763430	\$30.07 \$31.47
188300	UNIFORMS	2078763430	\$1.47 \$134.10
188301	UNIFORMS	2078829838	\$154.10 \$15.90
188301	UNIFORMS	2078829838	\$74.40
188301	UNIFORMS	2078829838	\$15.83
188301	UNIFORMS	2078829838	\$29.94
188301	UNIFORMS	2078829838	\$29.94
188301	UNIFORMS	2078829838	\$68.01
188302	UNIFORMS	2078869172	\$15.90
188302	UNIFORMS	2078869172	\$74.39
188302	UNIFORMS	2078869172	\$15.83
188302	UNIFORMS	2078869172	\$29.94
188302	UNIFORMS	2078869172	\$29.94
188302	UNIFORMS	2078869172	\$68.02
470 0		Total for Check: 100851	\$771.23
AT & T	) (Promote to the control of the con		
188362	VEECK PARK	630323386301	\$156.68
ATLAS DOD	CATILO	Total for Check: 100852	\$156.68
ATLAS BOB			
188337	UNIT 91 REPAIR PARTS	BB1075	\$186.17
BANASZAK,	THOMASIA	Total for Check: 100853	\$186.17
188275	HARD HAT AND LINER	04404#	
188429	CAMERA	011315	\$19.46
100-120	OAMENA	01232015	\$86.59
BANNERVILL	FIISA	Total for Check: 100854	\$106.05
188434	POSTERS	19136	<b>0.400.00</b>
	1 0012110	Total for Check: 100855	\$180.00
BOWMAN CO	NSULTING GROUP	Total for Check. 100055	\$180.00
188328	2015 RECONSTRUCTION PR	OJ 185381	<b>¢</b> 0 000 40
		Total for Check: 100856	\$9,928.12 <b>\$9,928.12</b>
<b>BURR RIDGE</b>	PARK DISTRICT		ψ <del>3</del> ,320.12
188352	REIMBURSED CLASSES	FALL 2014 1 & 2	\$1,337.40
		Total for Check: 100857	\$1,337.40
CALEA		1000	Ψ1,557.40
188458	CACE-L UPDATE SERVICE	INV17576	\$130.00
		Total for Check: 100858	\$130.00
CALLONE			¥ 100,00
188354	VILLAGE PHONES	1010-9073-0000	\$404.22 ·
188354	VILLAGE PHONES	1010-9073-0000	\$764.49
188354	VILLAGE PHONES	1010-9073-0000	\$143.51
188354	VILLAGE PHONES	1010-9073-0000	\$1,116.23
			• -

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WARRANT REGISTER: 1579				DATE: 02/03/1
VOUCHER	VOUCHER DESCRIPTION	INVOIC NUMBE		AMOUNT PAID
188354 188354 188354 188354	VILLAGE PHONES VILLAGE PHONES VILLAGE PHONES VILLAGE PHONES	1010-90 1010-90 1010-90	73-0000 73-0000 73-0000 73-0000	\$60.95 \$33.11 \$655.55 \$361.99
188354	VILLAGE PHONES	1010-90 Total for Check:	73-0000	\$1,610.83
CARDINAL T		Total for Check:	100055	\$5,150.88
188327	TICKETRAK ENVELOPES	107620	400000	\$997.99
CATCHING F	LUID POWER	Total for Check:	100860	\$997.99
188326	BOBCAT BROOM COUPLERS	5971350 Total for Check:		\$141.68 <b>\$141.68</b>
CBC RESTU	ARANT CORP		100001	Ψ1-77.00
	EMERGENCY DINNER	1105165 Total for Check:	4480097 <b>100862</b>	\$60.00 <b>\$60.00</b>
CENTRAL SA			•	
	ROAD SALT ROAD SALT	206402 208594		\$8,369.92 \$4,835.42
CHARIOT AU	TOMOTIVE	Total for Check:	100863	\$13,205.34
188364	TOWING AMBULANCE	63982 Total for Check:	100864	\$500.00 <b>\$500.00</b>
CHRISTOPHI	ER B BURKE	Total for Officer.	100004	\$500.00
	N MADISON DRAINAGE DESN			\$69.32
188417	2015 RESURFACING PROJECT			\$4,638.68
CINTAS COR	PORATION 769	Total for Check:	100865	\$4,708.00
188279	FLOOR MATS/SHOP TOWELS	76952724	19	\$30.90
	FLOOR MATS/SHOP TOWELS	76952724		\$32.81
188279		76952724		\$129.75
188279		76952724		\$23.40
188351 188351	RUGS TOWELS ETC	76953073		\$30.90
188351	RUGS TOWELS ETC RUGS TOWELS ETC	76953073		\$76.98
188351	RUGS TOWELS ETC	76953073		\$32.81
188351	RUGS TOWELS ETC	76953073 76953073		\$129.75
188427	FLOOR MATS/SHOP TOWELS	76953073 76953426		\$23.40
188427	FLOOR MATS/SHOP TOWELS	76953426 76953426		\$32.81 \$33.40
188439	FLOOR MATS/SHOP TOWELS	76953426	-	\$23.40 \$54.54
188439	FLOOR MATS/SHOP TOWELS	76953426		\$121.23
		Total for Check:		\$742.68
	HILLS PARK DIST		<del>-</del>	Y. 12100
188435	ANNUAL CO-OP	01212015		\$270.00
CLARK BAIRE	N SMITUII D	Total for Check:	100867	\$270.00
188269	LEGAL	5518		00.404.00
.00200			100868	\$8,124.82 <b>\$8,124.82</b>
COMED				<b>₹0,124.02</b>

Run date: 30-JAN-15

Village of Hinsdale

Page: 4

WARRANT REGISTER: 1579				DATE: 02/03/15
VOUCHER	VOUCHER DESCRIPTION	INVOIC NUMBE		AMOUNT PAID
188421	TRAIN STATION	882134	2001	\$986.57
		Total for Check:		\$986.57
	AL COFFEE SERVICE		, 100000	Ψ000.01
188296	COFFEE SUPPLIES	128236		\$112.50
188437	COFFEE SUPPLIES	128055		\$84.38
188437	COFFEE SUPPLIES	128055		\$28.12
COMPUTED	EVOLOREDO	Total for Check:	100870	\$225.00
	EXPLORERS			
188432	INSTRUCTION	CEHPRI		\$558.00
CONSTELLA	TION NEWENERGY	Total for Check:	100871	\$558.00
188422	217 SYMONDS			
188423	217 STIVIONDS	0021377	658	\$2,108.69
188424	225 SYMONDS 121 SYMONDS 500 W HINSDALE 5901 S COUNTY LINE RD	0021377		\$1,915.50
188425	12 1 3 1 WONDS	0021377		\$1,875.24
188426	5001 S COUNTY LINE DD	0021377		\$403.08
100720	39013 COUNTI LINE RD	0021377		\$1,461.84
DAILY HERA	מו	Total for Check:	100872	\$7,764.35
188272	BID NOTICE	6307897	000	07475
	1.2 (to 1102	Total for Check:	100072	\$74.75
DESIGN GRO	OUP SIGNAGE CORP	i otal for offect.	100073	\$74.75
188336	BURL PARK POSTER INSERTS	5 15955		\$510.00
		Total for Check:	100874	\$510.00
<b>DISTRICT 21</b>	FOUNDATION	. Gtal 101 Glicok.	100074	\$5 IU.UU
188459	DAY CAMP EXPO FEE	030215		\$20.00
		Total for Check:	100875	\$20.00
DOCU-SHRE				Ψ20.00
188273	SHREDDING	34342		\$80.00
	•	Total for Check:	100876	\$80.00
DOOR SYSTE				400.00
188428	PW GARAGE DOOR REPAIR	0799613-		\$406.86
FOLUBRIAN		Total for Check:	100877	\$406.86
	MANAGEMENT CO.			
188283	ANNUAL PREVENTATIVE MAIN			\$1,075.00
EIDESTONE C	COMPLETE AUTO	Total for Check:	100878	\$1,075.00
188344		40.4504		
188344	#34 & #3 TIRE REPAIR #34 & #3 TIRE REPAIR	104561	•	\$13.48
100044	#34 & #3 TIKE REPAIR	104561	4.000ma	\$10.00
FRED GLINKE	PLUMBING AND	Total for Check:	100879	\$23.48
188373	BRUSH HILL PLUMBLING	31142	· :	<b>\$511.00</b>
	DIGOTT FILE F LOWIDLING		100880	\$511.30
FULLERS HO	ME & HARDWARE	i otal for Offeck.	100000	<b>\$511.30</b>
188378	ASST HARDWARE	173		P44 F0
188378	ASST HARDWARE	173		\$11.52 \$14.84
188378	ASST HARDWARE	173		\$14.84 \$23.99
188378	ASST HARDWARE	173		\$5.52
188378	ASST HARDWARE	173		\$28.94
				Ψ <u>~</u> U.3 <del>~</del>

	WARRANT REGISTER: 1579			DATE: 02/03/15
VOUCHER	VOUCHER DESCRIPTION	INVOIC NUMBI		AMOUNT PAID
188378	ASST HARDWARE	173		\$5.43
188378	ASST HARDWARE	173		\$4.79
188384	ASST HARDWARE	173		\$39.92
188384	ASST HARDWARE	173		\$35.66
188384	ASST HARDWARE	173		\$72.50
188384	ASST HARDWARE	173		\$8.62
188384	ASST HARDWARE	173		\$17.01
188384		173		\$16.45
	ASST HARDWARE	173		\$102.55
188384	ASST HARDWARE	173		\$6.38
		Total for Check:	100881	\$394.12
	RVICE CENTER IN			<b>400</b> -1112
188315	2001 TAHOE TIRE REPAIR	610028		\$35.00
CIANCADIO	TUDANO	Total for Check:	100882	\$35.00
GIANCARLO				
188460	CONT BD 408 S LINCOLN	21746		\$500.00
GIULIANOS		Total for Check:	100883	\$500.00
188339	PS EMERGENCY MEAL	010820	15	<b>COE 00</b>
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	· O LINE (OLIVO) ME/AL	Total for Check:		\$95.22
GRAINGER, I	NC.	Total for Check.	100004	\$95.22
188290		9637824	1900	
	FD ELECTRIC SUPPLIES	9641466	1030	\$257.40
, , , , , , , , , , , , , , , , , , , ,	. 5 22201110 0011 2120	Total for Check:		\$102.38
H2O SERVICI	ES. INC	Total for Check;	100000	\$359.78
188277	BOILER WATER TREATMENT	3177		<b>#0.40.00</b>
	- O'LLIN TYCE TO THE TOTAL TOT	Total for Check:	100000	\$349.86
HD SUPPLY V	NATERWORKS	Total for Check.	100000	\$349.86
188285	METER WIRE	D339292	)	#400 00
188286	METERS	D377725		\$190.00
188287	METER WIRE	D405068		\$1,898.00
188288	METER WIRE	D403000		\$190.00
	WEI EN WINCE	Total for Check:		\$260.65
HERITAGE CF	RYSTAL CLEAN	Total for Check.	100007	\$2,538.65
188308	PARTS CLEANER	1319803	9	¢222.20
		Total for Check:		\$333.30
HILDEBRAND	SPORTING GOODS		100000	\$333.30
188274	PLACQUE FOR PICTURE WALL	. 10913		\$27.00
		Total for Check:	100889	\$37.00 \$37.00
HINSDALE FO	REIGN FIRE	. Glair TO, Gricok,	100009	\$37.00
188444	FORWARD FIRE TAX PROCEED	OS 01272015	5	£47 472 40
	The state of the s		100890	\$47,173.48 \$47,473.48
HOLLAND HA	RDWARE	. Juni 101 Ollook.	100000	\$47,173.48
188278	DISPLAY BOARD PLASTIC	315		Q10.4E
· · -			100891	\$12.15 \$42.45
HOME DEPOT	CREDIT SERVICE	w. ioi oilook.	100001	\$12.15
188318	ASST HARDWARE	60353225	02214319	\$24£ 92
188332	ASST HARDWARE		02214319	\$216.82 \$65.55
<del></del>	The second secon	00000220	ULL 143   8	\$65.55

		T REGISTER: 1579	DATE: 02/03/15	
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID	
HR GREEN	INC	Total for Check: 100892	\$282.37	
100430	OAK STREET BRIDGE PH 2	96328	\$60,421.44	
I/O SOLUTIO	ONS	Total for Check: 100893	\$60,421.44	
188418	POLICE OFFICER PROCTER	INC COOCO	<b>0.4 m./m.a.</b>	
	TOLIOL OF HOLK PROCTER	Total for Check: 100894	\$1,517.00	
IFAMA		Total for Check: 100894	\$1,517.00	
188341	MEMBERSHIP FEES	2015 MEMBERSHIP	<b>0.40.00</b>	
		Total for Check: 100895	\$40.00	
IL CONCRE	TE PIPE ASSOC	Total for offeck. 100095	\$40.00	
188322	PROF DEVELOPMENT SEMIN	JR · 03/05/15	\$90.00	
		Total for Check: 100896	\$ <b>90.00</b>	
ILLCO, INC.		1 5 tal 101 6 HOOK. 100000	φ90.00	
188334	POOL HEATER PARTS	2362974	\$129.50	
188335	POOL HEATER PARTS	2362782	\$129.50	
		Total for Check: 100897	\$259.00	
INDUSTRIAL	_ ELECTRIC		7200100	
188330	STREET LIGHT PANEL	230817	\$1,175.00	
188356	LIGHTPOLE REPAIR	230723	\$345.05	
188357	LIGHT POLE REPAIR	230725	\$327.30	
188358	LIGHT POLE REPAIR LIGHT POLE REPAIR FD LIGHT SUPPLIES BURL PARK MAIN CIRCUIT BE	230726	\$488.00	
188367	FD LIGHT SUPPLIES	230724	\$143.40	
1883/2	BURL PARK MAIN CIRCUIT BE		\$75.00	
INDUCTORAL	OVOTENO LED	Total for Check: 100898	\$2,553.75	
188338	. SYSTEMS, LTD TRAIN PLTFORM ICE MELT			
100550	TRAIN PLIFORWICE WELT	19426	\$1,480.00	
JAMES I RE	NES & ASSOC INC	Total for Check: 100899	\$1,480.00	
	PLAN REVIEW	100045		
	2014 RECONSTRUCTION PRO	123015 0J 12312014	\$2,800.00	
188451	2014 RESURFACING OBSERV	AT 12312014	\$512.08	
	2014 NEGOKI ADING OBCEKV	Total for Check: 100900	\$12,493.54	
JOHN NERI C	CONSTRUCTION IN	Total for Offeck. 100900	\$15,805.62	
188449	WOODLANDS PHASE 2 PROJE	ECT 1401	¢174 co4 co	
188449	WOODLANDS PHASE 2 PROJE		\$171,691.58 \$222,735.02	
188449	WOODLANDS PHASE 2 PROJE		\$69,604.69	
		Total for Check: 100901	\$464,031.29	
JULIE INC			ψ <del></del> 0,031.23	
188343	SEMI ANNUAL FEE	2015-0734	\$3,534.84	
		Total for Check: 100902	\$3,534.84	
KELLER HEA			70,007.07	
188447	BULK OIL	0224454-IN	\$320.85	
188448	BULK OIL	0225012-IN	\$915.60	
//FII ==	214	Total for Check: 100903	\$1,236.45	
KELLER, MAR			•	
188268	CLOTHING	010915	\$388.15	
		Total for Check: 100904	\$388.15	

Run date:	30-JAN-15	Village of Hinsdale	Page: 7
	WARF	RANT REGISTER: 1579	DATE: 02/03/15
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
MABAS DI	V 10 TRAINING	·	
188368	ANNUAL DUES	2015 DIVISION 10	\$4,750.00
		Total for Check: 100905	\$4,750.00
MANGANIE	LLO, JIM	10000	Ψ-1,1 00.00
188383	METER READINGS	NOV 2014	\$1,400.00
		Total for Check: 100906	\$1,400.00
MCCARTH'	Y IV, THOMAS	, com 10, chook, 70000	Ψ1,-του.ου
188284	CSCS RECERTIFICATION	1001065664	\$75.00
		Total for Check: 100907	\$75.00
MCCARTY,	CHRISTINE	Total for Officer.	Ψ1 3.00
188355	CLASS REFUND	133629	\$185.00
		Total for Check: 100908	\$185.00
<b>MENARDS</b>		Total for Offeck. 100900	φ100.00
188445	FITTINGS - VEECK PARK	CSO 87336	\$4.40.0C
		Total for Check: 100909	\$148.86 <b>\$148.86</b>
MENNON R	UBBER & SAFETY	Total for Offeck. 100909	\$148.86
188442	BOOTS FOR PW	16250	<b>6000 E4</b>
188442	BOOTS FOR PW	16250	\$222.51
188442	BOOTS FOR PW	16250	\$112.16
188442	BOOTS FOR PW		\$112.16
188442	BOOTS FOR PW	16250	\$572.12
100442	BOOTS FOR PW	16250	\$691.58
MILLEDS D	ETTING ZOO	Total for Check: 100910	\$1,710.53
188415			
100415	EGG HUNT - 04/04/15	04042015	\$850.00
MINED ELE	CTRONICS	Total for Check: 100911	\$850.00
MINER ELE	· · · · · · · · · · · ·		
188297	CAMERA REPAIR CAR 42	255736	\$190.00
188313	UNIT 41 LIGHT WIRING	256004	\$95.00
188340	TRUCK #16 RADIO REPAII	=	\$31.65
188464	ANTENNA	255385	\$31.65
		Total for Check: 100912	\$348.30
MINXIN BAC			
188350	CLASS REFUND	133578	\$56.00
		Total for Check: 100913	\$56.00
	RUCK EQUIPT CO		• = = •
188342	REPLACEMENT AUGER #3	34 306095	\$436.60
	•	Total for Check: 100914	\$436.60
MORTON SA	ALT INC		7 100100
188305	ROAD SALT	5400652876	\$2,662.64
188306	POAD SALT	EADOGEAEED	ψ=100±.0 <sup>-1</sup>

5400654550

5400656367

5400656368

5400656367

Total for Check: 100915

350922

Total for Check: 100916

**ROAD SALT** 

ROAD SALT

**ROAD SALT** 

**ROAD SALT** 

PARTS - CAR 841

188306

188441

188468

188469

188457

NAPA AUTO PARTS

NATIONAL SEMINARS GROUP

\$3,334.63

\$3,512.84

\$7,788.55

\$5,373.87

\$51.83

\$51.83

\$22,672.53

WARRANT REGISTER: 1579			D	ATE: 02/03/15
	VOUCHER	INVOICE		AMOUNT
VOUCHER	DESCRIPTION	NUMBER		PAID
188375	CONFLICT TRAINING	401391771-	001	\$99.00
		Total for Check: 10		\$99.00
NEOPOST US 188310		NE400004		# 40F 00
100510	FOSTAGE LEASE	N5108884  Total for Check: 10	10918	\$435.00 <b>\$435.00</b>
NICOR GAS		rotal for officer.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	ψ-100.00
188359	ART CENTER	1811704647		\$799.45
188360 188361	5905 S COUNTY LINE RD LODGE	1295211000		\$440.75
100501	LODGE	0667735657 Total for Check: 10		\$974.87 <b>62,215.07</b>
	L CISM TEAM	TOTAL TOT OTHEOR.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, L 10.07
188321	STRESS MGMT TRAINING	4/16-4/18		\$300.00
NUCOSINO		Total for Check: 10	0920	\$300.00
NUCO2 INC 188303	CHEMICALS	44184404		\$58.90
100000	OTTENHO ALO	Total for Check: 10	0921	\$58.90
	NAL HEALTH CTR			400.00
188345		1008634621		\$131.50
188346	DRUG SCREEN	1008635109 Total for Check: 10		\$177.00
PARK MOBIL	E USA	rotal for Check: 10	0922	\$308.50
188452	END USER FEES	INV0256		\$139.34
188453	END USER FEES	INV0257		\$167.31
188454	END USER FEES	INV0258		\$124.49
PRAYAIR DIS	TRIBUTION, INC	Total for Check: 10	0923	\$431.14
188304	POOL	51375019		\$24.15
188470	POOL	51113903		\$24.38
		Total for Check: 10	0924	\$48.53
188320	INESS SYSTEMS	000040		
100320	MAINTENANCE	226943  Total for Check: 10	0025	\$107.50 <b>\$107.50</b>
RAY OHERRO	N CO INC	Total for Officer.	0920	\$107.50
188455	FUSES, FLEX-CUFF	1504129-IN		\$484.00
188467	CITATION HOLDER	1504180-IN		\$23.99
DITE WAY GI	ASS & MIRROR C	Total for Check: 100	0 <b>926</b>	\$507.99
188333	VEECK PARK BROKEN WINDO	W 010915		\$233.00
		Total for Check: 100		\$233.00
RITTER TECH				
188276	HYDRAULIC FITTINGS	R12317-001		\$496.20
RITTER, LIND	Δ	Total for Check: 100	1928	\$496.20
188416	PARKWAY TREE REIMB	31394		\$780.00
	·	Total for Check; 100		\$780.00
SHEEHAN, PE		0.400.4		
188353	KLM REFUND EN150110	21934 Total for Check: 100		\$500.00
		TOTAL TOLOTION. 100	9JU	\$500.00

Run date: 30	-JAN-15 Villaç	ge of Hinsdale	Page: 9
	WARRANT	REGISTER: 1579	DATE: 02/03/15
	VOUCHER	BN/OLOE	
VOUCHER	DESCRIPTION	INVOICE	AMOUNT
•		NUMBER	PAID
SOCCER MAI	DE IN AMERICA		
188311	WINTER CAMP	CA45 000	<b>A</b> == 0.0
		CA15-003	\$55.30
SOUTH SIDE	CONTROL SUPPLY	Total for Check: 100931	<b>\$55.30</b>
188281	BRUSH HILL HEATER PARTS		
	BRUSH HILL HEATER PARTS	0.00.01.10.001	\$216.35
100202	BRUSH HILL HEATER PARTS		\$42.05
001171047507		Total for Check: 100932	\$258.40
	CENTRAL DISPATC		•
188299		10-1201-166	\$6,077.84
188317	FEB 2015 DISPATCH SVCS	10-1201-163	\$23,548.14
• .		Total for Check: 100933	
STOMPER, SO	COTT	. Glair for Gricor. 100000	\$29,625.98
188433	BROCHURE DESIGN	0047	. 0.45.00
	201011		\$45.00
STRYKER SAI	FS COPP	Total for Check: 100934	\$45.00
188370	STRETCHER MATERIALS		
100070	STRETCHER WATERIALS	1630212M	\$83.89
CHIDHIDDANID	1.00.000	Total for Check: 100935	\$83.89
	LDG OFF CONF		
188374	SBOC DUES	5170602	\$75.00
		Total for Check: 100936	\$75.00
SUBURBAN D	OOR CHECK		<b>410.00</b>
188280	DOOR LATCH	IN456342	\$42.68
		Total for Check: 100937	\$42.68
SUREFIRE		10000)	<b>942.00</b>
188347	AIR HOSE QUICK CONNECTS	4784-385974	040.00
		Total for Check: 100938	\$16.86
SWCD 911		Total for Check: 100938	\$16.86
	911 SURCHARGE DEC 2014	00 4407 000	
.00200	OTT BONGHANGE DEC 2014	20-4107-000	\$2,808.00
THE HILL GRO	uib.	Total for Check: 100939	\$2,808.00
188267	VEECK PARK CSO HEATER	224356	\$1,143.65
TII :		Total for Check: 100940	\$1,143.65
THE HINSDALE			, ,, , , , , , , , , , , , , , , , , , ,
188349	BID #1581 NOTICE	37024	\$297.60
		Total for Check: 100941	\$297.60
THE LAW OFFI	CES OF		Ψ207.00
188379	LEGAL	H01222015	\$100.00
	•	Total for Check: 100942	
THE POLICE &	SHERIFFS	100342	\$100.00
	ID CARDS	65577	000.40
		· · · - · · ·	\$32.49
THOMPSON FI	EVATOR INSPEC	Total for Check: 100943	\$32.49
	PLAN REVIEW	44.4500	
		14-4529	\$100.00
	PLAN REVIEW	14-3657	\$100.00
188293 I	PLAN REVIEW	14-3938	\$100.00
TI 1011000		Total for Check: 100944	\$300.00
THOMSON REU			, <del></del>
188319 V	WEST INFO CHARGES	830997773	\$144.32
			T

	WARRANT	REGISTER: 1579	DATE: 02/03/15
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 100945	\$144.32
U S POSTAL			
188380	BRM ANNUAL MAINT	19001	\$685.00
188381	BRM PERMIT	19000	\$220.00
188436	PERMIT 137	01202015	\$220.00
US GAS		Total for Check: 100946	\$1,125.00
188363	MEDICAL OXYGEN	20222	0400.00
100303	MEDICAL OX I GEN	230833	\$106.92 \$400.00
WAI SH KNIP	PEN KNIGHT &	Total for Check: 100947	\$106.92
188420	TELEPHONE CONFERENCE	19786	\$129.50
.00.20	TELLI HONE COM ENCINCE	Total for Check: 100948	\$129.50 \$129.50
WAREHOUSE	E DIRECT INC	Total for Officer. 100040	Ψ129.50
188271	OFFICE SUPPLIES	2561856-0	\$121.70
188309	OFFICE SUPPLIES	2565210-0	\$79.04
188312	OFFICE SUPPLIES	2573539-0	\$209.01
188314	OFFICE SUPPLIES	2564804-0	\$26.67
188314	OFFICE SUPPLIES	2564804-0	\$26.66
188314	OFFICE SUPPLIES	2564804-0	\$25.47
188316	PAPER GOODS	2573532-0	\$49.37
188323	OFFICE SUPPLIES	2565241-0	\$267.49
188324	OFFICE SUPPLIES	2574327-0	\$295.87
188325	OFFICE SUPPLIES	2574790-0	<b>\$14.96</b>
188461	OFFICE SUPPLIES	2581829	\$22.72
188462	OFFICE SUPPLIES	2576050-0	\$12.24
188465	PAPER SUPPLIES	2581815-0	\$22.69
WARREN OIL	COMPANY	Total for Check: 100949	\$1,173.89
188438	FUEL	10886510	044.407.70
100430	FOEL	Total for Check: 100950	\$14,497.76
YEHL, THOM	25	Total for Check: 100950	\$14,497.76
188377	MILEAGE REIMBURSEMENT	WEEK 8	£177.60
100077	WILLY COL INCIMIDO NO CIVILIA	Total for Check: 100951	\$177.60 <b>\$177.60</b>
ZEE MEDICAL	· •	rotal for officer. Tougot	\$177.00
188331	VH MEDICAL CABINET STOCK	0100198638	\$37.54
188466	MEDICAL SUPPLIES	0100198662	\$81.81
		Total for Check: 100952	\$119.35
ZHANG, HUA			¥
188289	VEHICLE STICKER REFUND	011515	\$15.00
		Total for Check: 100953	\$15.00
<b>BLITT &amp; GAIN</b>			
188482	GARNISHMENT	01301500000000	\$362.12
	450	Total for Check: 100954	\$362.12
I.U.O.E.LOCAL		04004700000	
188477	LOCAL 150 UNION DUES	013015000000000	\$884.99
NATIONNATION	DETIDEMENT CO!	Total for Check: 100955	\$884.99
188471	RETIREMENT SOL USCM/PEBSCO	0130150000000	<b>64 045 00</b>
1007/1	COCIVIII EDOCO	013015000000000	\$1,615.00

Run date: 30	)-JAN-15	Village of Hinsdale		Page: 11
		WARRANT REGISTER: 1579		DATE: 02/03/15
VOUCHER	VOUCHER DESCRIPTION	INVOIC NUMBE		AMOUNT PAID
188472	USCM/PEBSCO	013015	00000000	\$41.73
<b>NATIONWID</b> I 188473	E TRUST CO.FSB PEHP UNION 150	Total for Check:		\$1,656.73
188474	PEHPPD		000000000	\$340.67
188475			00000000	\$538.28
188476	PEHP REGULAR		00000000	\$9,918.59 \$2,095.28
07477		Total for Check:		\$12,892.82
	URSEMENT UNIT			,,ooo_
188478	CHILD SUPPORT	0130150	00000000	\$313.21
STATE DISBI	JRSEMENT UNIT	Total for Check:	100958	\$313.21
188479	CHILD SUPPORT			
100470	OHILD SUPPORT		00000000	\$585.00
STATE DISBU	JRSEMENT UNIT	Total for Check:	100959	\$585.00
188480	CHILD SUPPORT	0130150	0000000	\$230.77
STATE DISBU	JRSEMENT UNIT	Total for Check:	100960	\$230.77
188481	CHILD SUPPORT		0000000	\$764.77
	RSEMENT UNIT	Total for Check:	100961	\$764.77
188483	CHILD SUPPORT		0000000	\$210.00
	RSEMENT UNIT	Total for Check:	100962	\$210.00
188484	CHILD SUPPORT	01301500 Total for Check:	0000000	\$923.07
		Total for Offeck:	100963	\$923.07
		RE	PORT TOTAL	\$798,865.75

**END OF REPORT** 

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

Payee/ Date	Descripțion	Vendor Involce	Invoice Amount
Electronic Federal Tax Payment Systems 1/30/2015	Village Payroll #3 - Calendar 2015	FWH	\$ 49,130.52
Electronic Federal Tax Payment Systems 1/30/2015	Village Payroll #3 - Calendar 2015	FICA/MCARE	38,947.16
Illinois Department of Revenue 1/30/2015	Village Payroll #3 - Calendar 2015	State Tax Withholding	13,207.69
ICMA - 457 Plans 1/30/2015	Village Payroll #3 - Calendar 2015	Employee Withholding	15,085.51
H SA PLAN CONTRIBUTION - 01/16/20	015	Employer/Employee Withholding	800.00
Intergovernmental Personnel Benefit Coope	erative	Employer/Employee	-
Illinois Municipal Retirement Fund		Employer/Employee	

Total Bank Wire Transfers and ACH Payments \$117,170.88

**DATE:** January 29, 2015

76.

REQUEST FOR BOARD ACTION

	ORIGINATING DEPARTMENT Administration
ITEM Approval of an Ordinance Amending	Darrell Langlois
Subsection 7-4B-2(A) of the Village Code of Hinsdale	APPROVAL Assistant Village Manager/
Regarding Water Rates.	Finance Director

As the Village Board is aware, over the last several years the DuPage Water Commission (DWC) has been significantly increasing the water rate charged to the Village. We are finally at end of this cycle as on January 1, 2015 the fourth and final increase will be imposed by DWC.

The current and prior DWC rate increases are attributed to passing along an increase of 90% over four years in the City of Chicago water rate and the need to pay back short-term borrowing of \$69 million due to its accounting and rate making errors. In the fall of 2011 DWC approved a series of four rate increases, the first of which was a 30% increase, which resulted in the Village needing to increase rates for 2012 by 11% in order to pass along this increased cost. The second of these increases was 20%, which resulted in the Village needing to increase rates for 2013 by 7.3% in order to pass along this increased cost. The third increase was 18%, which resulted in the Village needing to increase rates by 7.9% for 2014.

For 2015, we have received notice from the Du Page Water Commission of the fourth and final increase being imposed effective January 1, 2015. This increase is in the form of a rise in the Operation and Maintenance rate from \$3.97 per 1,000 gallons to \$4.68, an increase of \$0.71 per 1,000 gallons or 17.9%. The current fixed cost formula has not been changed, which amounts to approximately \$0.26 per 1,000 gallons; this will result in a combined rate of approximately \$4.94 per 1,000 gallons and will cost the Village of Hinsdale approximately \$583,000 additional per year. In order to pass this increase on to water customers, an increase of 8.0% in Hinsdale's rate is required. This will result in an average increase of \$16.86 in a resident's bi-monthly water bill or \$101.59 per year.

As mentioned previously, this increase marks the completion of the DWC four year rate increase program. During this time the Operation and Maintenance rate has increased from \$2.04 to \$4.68 per 1,000 gallons, a cumulative increase of 129.45% and will cost the Village a cumulative \$2.2 million per year at the new DWC rate.

The attached ordinance has been prepared for Village Board consideration to pass along the DWC cost increase and is not expected to generate funds for the Village beyond funding the DWC cost increase. The new consumption rate of \$82.51 per 1,000 cubic feet (the Village's water meters measure water in cubic feet, not gallons) would equate to \$11.03 per 1,000 gallons if converted (1 cubic foot=7.480519 gallons; \$82.51/7.480519=\$11.03). The difference between the per 1,000 gallon rate of \$11.03 and the wholesale rate of \$4.68 is utilized to fund personnel costs as well as operating and capital expenses of the Water and Sewer Fund.

If the Board elects to pass on the increase, the following motion would be in order.

MOTION: To approve the Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale Regarding Water Rates.

APPROVAL APPROVAL APPROVAL APPROVAL APPROVAL APPROVAL APPROVAL

**BOARD ACTION:** 

At its meeting of January 20, 2015, the Board agreed to move this item to the Consent

#### VILLAGE OF HINSDALE

#### ORDINANCE NO. 02015-\_\_\_\_

# AN ORDINANCE AMENDING SUBSECTION 7-4B-2(A) OF THE VILLAGE CODE OF HINSDALE REGARDING WATER RATES

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interest of the Village to amend Subsection7-4B-2(A) of the Village Code of Hinsdale related to water rates due to cost increases from the DuPage Water Commission.

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. Recital. The foregoing recital is hereby incorporated into this Ordinance as a finding of the President and Board of Trustees.

<u>Section 2.</u> <u>Amendment of Subsection 7-4B-2(A).</u> Section 7-4B-2(A), titled "Water Rates," of the Village Code of Hinsdale is amended by deleting the overstricken words and adding the underlined words to read as follows:

#### 7-4B-2: WATER RATES:

A. Water Sold: The following rates shall be paid for water service for meters read on or about June 1, 1991 and thereafter:

#### WATER RATES

### **Bimonthly Minimum Charges**

\$27.52 \$25.48 (net) and \$29.01 \$26.86 (gross) for bimonthly usage in excess of 300 cubic feet for each 1,000 cubic feet

### **Bimonthly Charges Rates**

\$82.51 \$76.40 (net) and \$86.83 \$80.40 (gross)

- 1. The minimum charges include only the first 300 cubic feet per month.
- 2. Gross rate applies after the due date stated on the water bill, which is approximately 30 days after the date of mailing.

- 3. The charges above include the five percent Village utility tax.
- 4. Water Customers Not Located Within the Village: Water customers not located within the corporate limits of the Village of Hinsdale shall be subject to a non-resident surcharge of 25% upon all water use charges.
- 5. Large Water Customers: A water customer whose aggregate annual water usage exceeds 2,000,000 cubic feet for all accounts in said customer's name shall be subject to a large user surcharge of 50%.

Section 3. 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.

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

PASSED this	day of February 2015.
AYES:	
NAYS:	
ABSENT:	
APPROVED this _	day of February 2015.
	Thomas K. Cauley, Jr., Village President
ATTEST:	
Christine M Bruto	n Village Clerk

### Memorandum

**To:** President Cauley and Village Trustees

From: Robert McGinnis, Director of Community Development/Building Commissioner

Cc: Kathleen A. Gargano, Village Manager

Daniel Deeter, Village Engineer

**Date:** January 20, 2015

**Re:** Ben Fuller House Interpretive Center

Request: Resolution of the Village of Hinsdale as it relates to property jointly owned by the Village of

Hinsdale, the Village of Oak Brook and the Forest Preserve District of DuPage County

### **BACKGROUND**

### History

As presented in the attached declaration of restrictive covenants, the Village of Hinsdale, along with the Village of Oak Brook and the Forest Preserve District of DuPage County (FPDDC), entered into an agreement related to the property immediately adjacent and due south of the Ben Fuller House Interpretive Center (BFHIC). The property is generally located just north of Ogden Avenue, on the east side of York Road and is jointly owned by Oak Brook, Hinsdale and the Forest Preserve. The covenant states that any proposed improvements on this parcel requires approval of all affected parties, subject to the conditions set forth and administered in the covenant.

The specific locations of both the subject property and the BFHIC can be found in the GIS exhibit provided in the attached report generated by the Village of Oak Brook.

### Request

The Forest Preserve District is proposing to make improvements to the BFHIC, which includes the installation of new utilities to serve the existing house. The district is looking to run the utilities down the northern edge of the jointly owned subject property to avoid disrupting the existing parking lot on the site. The Village of Oak Brook reviewed the request and executed a similar resolution on January 13, 2015, to authorize said work. Attached you will find several documents, including the resolution prepared by our attorney, a copy of the original covenant, the report and resolution provided by the Village of Oak Brook, and plans outlining the proposed scope of work.

### Motion

Move that the Board of Trustees approve a "Resolution of the Village of Hinsdale Approving the Construction of Utility Lines on Property Jointly owned by the Village of Hinsdale, Village of Oak Brook and the Forest Preserve District of DuPage County, for the Purpose of Serving the Ben Fuller House on Adjacent Property".

F	RES	OL	_U	TIC	NC	NO	

A RESOLUTION OF THE VILLAGE OF HINSDALE APPROVING THE CONSTRUCTION OF UTILITY LINES ON PROPERTY JOINTLY OWNED BY THE VILLAGE OF HINSDALE, VILLAGE OF OAK BROOK AND THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, FOR THE PURPOSE OF SERVING THE BEN FULLER HOUSE ON ADJACENT PROPERTY

WHEREAS, the Village of Hinsdale is the co-owner, with the Forest Preserve District of DuPage County, and the Village of Oak Brook, of certain property with a PIN of 06-36-405-016 (formerly 06-35-405-002), located in DuPage County, Illinois, commonly known as vacant land east of the intersection of Spring Road and York Road, Hinsdale, Illinois (the "Jointly-Owned Property"); and

WHEREAS, the Jointly-Owned Property is the subject of a Restrictive Covenant, which provides that the Property "shall be used only for natural resource conservation, water and storm water management, passive recreation, and the education of the public including the development of historic facilities related thereto. No structures of any kind, including paved parking areas, may be constructed or erected on the Property without the agreement of all the Parties." A copy of the Restrictive Covenant is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, adjacent to the Jointly-Owned Property is another parcel of property owned by the Forest Preserve District of DuPage County, Illinois, on which is located a historically significant structure known as the Ben Fuller House (the "Ben Fuller House"); and

**WHEREAS,** the Ben Fuller House is currently being transformed into a public education center. It is proposed, as part of said transformation, that new utility lines be run to the Ben Fuller House along the boundary of the Jointly-Owned Property; and

WHEREAS, pursuant to the Restrictive Covenant, allowing the construction of new utility lines on the Jointly-Owned Property in furtherance of the historic and educational purposes of the Ben Fuller House requires the agreement of the Village, the Forest Preserve District of DuPage County, and the Village of Oak Brook; and

**WHEREAS**, the President and Board of Trustees of the Village desires to express, through this Resolution, its approval and authorization for the new utility lines to run through the Jointly-Owned Property.

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

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

<u>Property.</u> The President and Board of Trustees of the Village approve, agree to, and authorize the running of new utility lines upon the Jointly-Owned Property for the purpose of serving the Ben Fuller House, in furtherance of the historic and educational purposes of the rehabilitated Ben Fuller House and consistent with the Restrictive Covenant attached hereto as <u>Exhibit A</u> and made a part hereof. The Village President, Village Clerk, and Village Manager are hereby authorized and directed to take such additional steps as are necessary to implement the authorization and approval provided by this Resolution.

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

ADOPTED this da	y of	, 2014, pursua	ant to a
roll call vote as follows:			
AYES:			
NAYS:			
ABSENT:			
APPROVED by me this			, 2014,
and attested to by the Village Cleri	k this same day.		
ATTEST:	Thomas K. Caul	ey, Jr., Village President	
Christine M. Bruton, Village Clerk	·		

R9/-134930

THIS DECLARATION, made as of this 3011 day of 1991, by the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, a body politic and corporate, the VILLAGE OF HINSDALE, an Illinois municipal corporation, and the VILLAGE OF OAK BROOK, an Illinois municipal corporation (singularly the "Party" or collectively the "Parties"),

WITNESSETH:

or will be

WHEREAS, the Parties are the owners as tenants in common of certain property located in DuPage County, Illinois, described in Exhibit A attached hereto and, by this reference, made a part hereof (the "Property"); and

WHEREAS, the Parties entered into that certain Intergovernmental Agreement dated July 30 , 1991, (the ... "Agreement") concerning the purchase of the Property; and

WHEREAS, the Parties have determined that it is reasonable, necessary, and in the public's interest and welfare to use the Property in such a manner so as to further develop the Parties' system of water and storm water management; and

WHEREAS, the Agreement provides that the Property is to be used solely for natural resource conservation, water and storm water management, passive recreation, and the education of the

public including the development of historic facilities related thereto and that no Party may sell, assign, lease, or otherwise transfer any interest in the Property without the prior written consent of the other Parties; and

WHEREAS, the Parties hereby declare their intention to so restrict the use and transferability of the Property;

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements herein set forth, the Parties do hereby declare that the Property shall be subject to the following restrictions and covenants:

- 1. The recitals set forth above are incorporated herein by reference and made a part hereof.
- 2. The Property shall be used only for natural resource conservation, water and storm water management, passive recreation, and the education of the public including the development of historic facilities related thereto. No structures of any kind, including paved parking areas, may be constructed or erected on the Property without the agreement of all the Parties.
- 3. No Party may sell, assign, lease, or otherwise transfer any interest in the Property without the prior written consent of the other Parties.
- 4. Any Party shall have the right to enforce, by any proceeding at law or in equity, any and all covenants or restrictions now or hereafter imposed by the provisions of this Declaration. The failure, if any, to enforce any provision

contained herein shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provisions.

- 5. The covenants and restrictions contained herein are expressly intended to run with the land and shall be binding upon and inure to the Parties and their successors, assigns, and legal representatives.
- 6. If any of the covenants or restrictions contained herein shall be declared to be unlawful, void, or voidable for violation of the rule against perpetuities or restraints on alienation, then such provision shall continue only until 21 years after the death of the survivor of the now living descendents of the President of the United States, George Bush, and the Governor of Illinois, James Edgar.
- This Declaration shall be construed and enforced 7. pursuant to the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties have set their hands this

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, a body politic

VILLAGE OF HINSDALE, an Illinois municipal corporation

By: WE. MARTN GROSS Village President

ATTEST:

Ullage Clerk

VILLAGE OF OAK BROOK, an Illinois municipal corporation

By: Karen M. Bushy Village President

ATTEST!

Village Clerk Connella

THAT PART OF LOT 3 IN GRAUE'S ASSESSMENT PLAT NO. 2, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1947 AS DOCUMENT 517568 AND DESCRIBED AS BEGINNING AT THE NORTH EAST CORNER OF LOT 4 IN SAID GRAUE'S PLAT; THENCE NORTH ON THE EXTENSION NORTH OF THE EAST LINE OF SAID LOT 4, 175 FEET. TO THE NORTH LINE OF SAID LOT 3; THENCE WEST ON NORTH LINE OF SAID LOT 3 TO THE EAST RIGHT OF WAY LINE OF YORK ROAD AS RECORDED BY DOCUMENT 163041; THENCE SOUTH ON SAID EAST RIGHT OF WAY, 176.6 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE EAST ON THE NORTH LINE OF SAID LOT 4, 425.06 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

### PERMANENT PARCEL NO. 06 36 405 002

(commonly known as vacant land East of the intersection of Spring Road and York Road, Hinsdale, IL)

Mail To.

PREPARED BY:
Paul M. Mitchell
111 E. Jefferson, Box 359
Naperville, IL 60566-0359





### AGENDA ITEM

Regular Board of Trustees Meeting of January 13, 2015

SUBJECT: Exercise of Restrictive Covenant Pertaining to Parcel 06 36 405 002 in the Vicinity of Graue Mill

FROM:

Mike Hullihan P.E., Village Engineer

**BUDGET SOURCE/BUDGET IMPACT: None** 

RECOMMENDED MOTION: I move that the Village Board approve the Resolution R-1429 pertaining to exercise of rights granted by restrictive covenant pertaining to parcel 06 36 405 002.

Background/History: In 1991 the Village of Oak Brook, the Village of Hinsdale, and the Forest Preserve District of Du Page County (FPDDC) entered into an agreement concerning the purchase of property east of York Road in the vicinity of Graue Mill (see attached). Part of this agreement was the imposition of restrictive covenants on the property in favor of the Village. The agreement calls for permission of the Village prior to the FPDDC constructing any facilities on the property. The FPDDC is planning on improving the Ben Fuller historic home on the property. The improvements will include installation of new utilities. This project will require that the Village give permission for the improvements.

Discussion: The attached resolution authorizes the Village Manager to exercise rights granted the Village per the restrictive covenant to include granting permission for construction of the improvements. The Village Staff will review proposed improvements to insure they comply with the technical requirements and intent of the restrictive covenants.

### Recommendation:

I recommend that the Board approves the attached resolution authorizing the Village Manager to exercise rights granted by restrictive covenant pertaining to parcel 06 36 405 002.

### RESOLUTION 2015-BFH-IGA-R-1429

### A RESOLUTION CONSENTING TO CERTAIN IMPROVEMENTS AT THE BEN FULLER HOUSE

WHEREAS, the Village of Oak Brook ("Village"), the Village of Hinsdale ("Hinsdale"), and the Forest Preserve District of DuPage County ("District") (the Village, Hinsdale, and the District are collectively, "Parties") entered into an intergovernmental agreement dated July 30, 1991 ("Agreement"), pursuant to which, the Parties agreed to own, as tenants in common, the property in the vicinity of Graue Mill, on which the Ben Fuller House is located ("Property"); and

WHEREAS, pursuant to the Agreement, the Parties entered into a July 30, 1991 Declaration of Restrictive Covenant, which provides, among other things, that no structures of any kind, including paved parking areas, may be constructed or erected on the Property without the Agreement of all of the Parties ("Covenant"); and

WHEREAS, the District desires to make improvements to the Ben Fuller House which will require the new utility connections to be routed along the south edge of the existing parking lot, as more fully specified in the letter from the District to the Village attached hereto as **Exhibit A** ("Improvements"); and

WHEREAS, in accordance with the Covenant, the District has requested that the Village consent to the Improvements; and

WHEREAS, the President and Board of Trustees, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to consent to the Improvements;

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS as follows:

- Section 1: Recitals. The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village of Oak Brook.
- Section 2: Consent to the Improvements. The President and Board of Trustees hereby consent to the Improvements.
- Section 3: <u>Authorization and Execution of Documentation</u>. The Village Manager and Village Clerk are hereby authorized and directed to execute such documents as are necessary to consent to the Improvements.
- Section 4: Effective Date. This resolution shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

### APPROVED THIS 13th day of January, 2015

			Gopal G. Lalmalani Village President	
P	ASSED THIS 13th da	y of January, 2015.		
Ayes:				
Nays:				
Absent:				
			ATTEST:	
			Charlotte K. Pruss	

Resolution 2015-BFH-IGA-R-1429 Consenting to Improvements at the Ben Fuller House Page 3 of 3

### **EXHIBIT A**

Letter



### Forest Preserve District of DuPage County

3\$580 Naperville Road • Wheaton, IL 60189-8761 • 630.933.7200 • Fax 630.933.7204 • TTY 800.526.0857

July 24, 2014

Mr. Michael Hullihan Public Works/Engineering Director 1200 Oak Brook Road Oak Brook, IL 60523

RE:

Ben Fuller House Project No. Z-120-001

Dear Mr. Hullihan:

The Forest Preserve District of DuPage County is currently working on design plans for improvements to the Ben Fuller House located at 3803 S. York Road, Oak Brook, IL. The design plans will call for new utility connections to the house that will be routed along the south edge of the existing parking lot. This alignment will impact parcel #0636405003 to the south of the house and parking lot that is jointly owned by the Village of Oak Brook, the Village of Hinsdale and the Forest Preserve District of DuPage County. There is a Restrictive Covenant (R91-134930) over that parcel that states that no structures shall be built on the property without the permission of all parties.

I am formally requesting permission from the Village of Oak Brook for the construction of utilities serving the Ben Fuller House on this parcel. Please respond in writing if you grant permission for the Forest Preserve District to construct these improvements.

Sincerely

Andrea Hoyt
Director of Planning

cc: Mary Ellen Weller, Manager of Landscape Architecture

Jessica Ortega, Landscape Architect Supervisor

1412020JAO



### Parcel 0636405002



Map created on January 5, 2015.

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confifor accuracy. The map does not containing a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



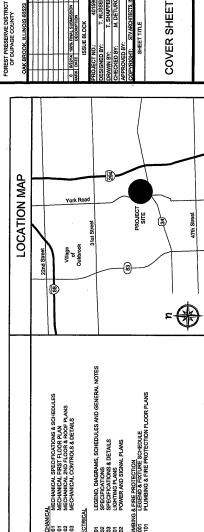
## FOREST PRESERVE DISTRICT OF DUPAGE COUNTY OAK BROOK, ILLINOIS

# BEN FULLER HOUSE INTERPRETIVE CENTER



STV ARCHITECTS, INC. 200 West Monroe Street #1650 Chicago, Illinois 60606 (312) 553-0655

STV Project No. 4015962



G-001

LOCATION MAP	Control Street  After Street  After Street	
INDEX TO DRAWINGS	COVER SHEET   LIANDSCAPING   MECHANICAL SPECIFICATIONS & SCHEDULES   LIANDSCAPE PLAN   M-001   MECHANICAL SPECIFICATIONS & SCHEDULES   LIANDSCAPE PLAN   M-001   MECHANICAL SPECIFICATIONS & SCHEDULES   M-01   M-001   M-00	
	99NETAL 9-507 9-507 9-507 9-508	

### STORMWATER POLLUTION PREVENTION NOTES

- . Unless otherwise indicated, all vegetative and structural erosion and seminer control practices will be constructed according to minimum standards and specifications in the illingis urban manual lafest edition.
- A COPY OF THE APPROVED STORMWATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
- PRIOR TO COMMENCING LAND—DISTURBING ACTIVITES IN AREAS OTHER THAN INDICATED ON THESE PLANS (KINCLINNS BUT NOT LIMITED TO ADDITIONAL. PHASES OF DEVELORMENT AND OFF-SITE BORROW OR WASTE AREAS), A SUPPLEMENTARY STORMANTER POLLUTION PREVENTION PLAN STALL BE SUBMITTED BY THE OWNER TO THE CARPOPRANTE AGENCIES FOR REQUEN
- EROSION CONTROL MESSIRES INCLIDE BUT ARE NOT JUNETO TO THE FOLLOWING: A SIT FENCE AROUND PERMETER SHALL REMAIN IN PLACE AND BE MAINTAINED UNTIL CONSTRUCTION IS COMPLETED. ALL INLET STRUCTURES SHALL BE ROTTECTED WITH "CATCH—ALL" OR "DANDY BAG" INLET BASKETS OR APPROVED EQUAL.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL MEASURES. PROR MEASURES. CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES PROR TO THE STAFF OF CONSTRUCTION AND SHALL MAINTAIN SUCH MEASURES. UNIT. SITH GRADING IS COMPLETE AND THE PARKINE LOT IS PAYED. IF THER IS OF CHENRAL CONTRACTOR, IT WILL THEN BE THE RESPONSIBILITY OF THE GRADING CONTRACTOR TO INSTALL AND MAINTAIN EROSION CONTROL.
- BETTER SHALL MATHER ALL DIFFRANCE OR THE INSTALLATION OF EROSION CONTROL DEVOCES SHALL MATHER ALL STORMWAITER POLITIONS DEVOCES THROUGHOUT ON CONSTRUCTION AND UNTIL ALL UNFRANCE OR NON-BUILDING AREAS HAVE A UNIFORM PETENAIN, ECETATINE COKEN WITH A DENESTY OF 70X OR CARGATER. MANIFERANCE INCLUDES WERKLY INSPECTION AND AN INSPECTION FOLLOWING A RANGAL OF 1/2 \* NA 24-HONE PERIOD. THE CONTROL OF 24 MAIL SUBBAT A CORY OF THE INSPECTION REPORT TO THE OWNERS AND ENGINEER AT THE END OF EACH MONTH AND KEEP A CORY OF THE REPORT ON THE CONSTRUCTION SITE UNTIL THE REQUIRED VEGETATION COVER IS IN PLACE.
- IF ADDITIONAL ESCRIPTION CONTROL WEASURES NOT SHOWN ON THESE BECUMED TO STOP OR PREVENT EROSION OR ARE REQUIRED BY ANY AUTHORITY HANNE UNRSDICTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTITUL SHOUL DEVICES. THE OMBER OF BEIGNRERS SHALL BE NOTHED OF THE ADDITIONAL WORK AND COST PRIOR TO INSTILLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE OWNER AND ENGNERER, IN WEITING, OF ANY ADDITIONAL SOURCES OF STORMWATER POLILUTION OBSERVED DURING CONSTRUCTION AND THE ADDITIONAL COSTS REQUIRED TO PREVENT ADDITIONAL POLILITION.
  - RECURED TO PREVENT ADDITIONAL POLLUTION.

    REFER TO SITE PLAN, WISTE GRADUIG PLAN, AND SITE UTILITY PLAN FOR LOCATIONS OF WORK TO REQUIRE SITE RESTORATION OF SEEDING.
- 0. STOCKPILES SHALL NOT EXCEED 2:1 SLOPES. STOCKPILES REMAINING IN PLACE LOUGER THAN 14 DAYS SHALL BE RECURRED TO HAVE "EMPORARY SEED MIX INSTALLED. ALL STOCKPILES SHALL BE EQUIPED WITH SIT FENCE PRIOR TO PILING DE FARTHWORK SPOILS. A TEMPORARY SIL'ATION DITCH PARLALL BE INSTALLED AROUND PERMETER OF STOCKPILE WITH SILT FENCE LOCATED ON BOTH SIDES OF DITCH.
- ALL ADJACENT STREETS AND ROADWAYS SHALL BE KEPT CLEAR OF DEBRIS, DAILY NISPECTIONS SHALL BE PERFORMED AND CLEANING SHALL BE PERFORMED AND CLEANING SHALL BE PERFORMED AS DIRECTED BY THE ENGINEER.
- 2. ALL DISTURBED AREAS SHALL HAVE PERMANENT STABILIZATION WITHIN 7 DAYS OF COMPLETION OF EARTHWORK ACTIVITIES ALL DISTURBED AREAS SHALLE EARTHWORK ACTIVITIES WILL BE CEASED FOR MORE THEN 2T DAYS SHALL HAVE TEMPORARY STABILIZATION BY THE 14TH DAY AFTER WORK HAS GEASED.
- 13. Durng dewatering operations, water shall be pumped into sediment basins or stil trape's dewatering directiving field tiles or storment strokwater structures shall not occur.

14. THE CONDITION OF THE CONSTRUCTION SITE FOR WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN THE FALL GROWNG SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS, MAY BE STABLIZED WITH TEMPORRARY AND YOR PROMET ROSION AND SEDMANT TEMPORRARY AND YOR COMPAND. ALL OFEN AREAS THAT ARE TO REMAIN TOE THROUGHOUT THE WINTER SHALL RECEIVE TEMPORRARY EROSION CONTROL MEADURES THE COUNTY OF THE DOIL OF THE END OF THE FALL GROWNING SEASON THE AREAS TO BE WORKED BENOW THE BOD OF THE GROWNING SEASON HEAR RECEIVED THE CONTROL BLANKET PRODE STABLIZED THAT DON'NOT THE ADDRESS THE SOUTH AS SERVING THE SOUTH AS EROSION CONTROL. BLANKET PRODE AS SERVING THE SOUTH AS EROSION CONTROL. BLANKET FROM AS SERVING THE SOUTH AS EROSON CONTROL. BLANKET AND HEAVY MULCHING.

15. REFER TO THE NOTES AND DETAILS SECTION OF THE PLANS FOR THE EROSION CONTROL DETAILS FOR THIS PROJECT.

16. COMPLETED SLOPES SHALL BE SEEDED AND STRAW MULCHED (OR BLANKETED), IF APPLICABLE AS IT HE EXCANATION PROCEDEDS 10 THE EXTENT CONSIDERED DESTRABLE AND PRACTICAL PERMANENT SEEDING SHALL BE USED WHENCER POSSIBLE, UNIVER NO CRICULASTANCES SHALL THE CONTRACTOR PROLONG FINAL GRADING AND SHAPING SO THAT THE ENTIRE PROJECT CAN BE PERMANENTLY SEEDED AT ONE TIME.

17. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO INFORM ANY SUBCONTRACTOR(S) WHO MAY PERFORM WORK ON THIS PROJECT OF THE RECUREMENTS IN INFLEMENTING AND MANITAMING THESE REOSION CONTROL PLANS AND THE MAINTAML POLLUTANT DISCHARGE ELMINATION SYSTEM (PROPES) PERMIT REQUIREMENTS SET FORTH BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (EPA).

ALL DISTURBED AREAS NOT INDICATED ON THE SITE PLAN OR SITE UTILITY DEMOLITION PLAN SHALL BE RESTORED WITH "TOPSOIL, SEEDING, MUCCH, AND FERTILIZER (OR APPROVED EQUAL), SEEDING MIX SHALL BE IDOT GLASS. 24 WITHIN YORK ROAD R.O.W. AND TRI—TALL FESCUE ON FOREST PRESERVE PROPERTY, SEE "SITE RESTORATION" OF THE GENERAL NOTES FOR ADDITIONAL DETAILS.

## PAGE COUNTY DIVISION OF TRANSPORTATION REQUIRE

CONTRACTOR SHALL CONFORM TO THE BELOW REQUIREMENTS WHEN WORKING ON OR NEAR THE YORK ROAD RIGHT-OF-MAY. THE COST ASSOCIATED WITH COMPLYING THE THE BELOW REQUIREMENTS SHALL BE INCLUDED IN THE COST OF THE CONTRACT.

1. ALL CONSTRUCTION WITHIN THE COUNTY'S RIGHT-OF-WAY SHALL BE PERFORMED ROCKORNING TO DOTY'S "STANDARD SPECIFICATIONS FOR ROAD AND RECEIVED WITH SUPPLIERING APPECIFICATIONS AND RECURRING SPECIAL PROMISIONS" (LATEST EDITION).

DALLY LANE CLOSURES WITHIN COUNTY RIGHTS OF WAY ARE PERMITTED BETWEN SOO ALM, AND 4: OO PAM, MONOWOY THRU FRISH O<u>MLY.</u> TRAFFIC CONTRICL STALL COMPIGNEN TO IDOT'S HIGHWAY STANDARDS AND THE MANUAL FOR VINIONAM ITEMSE CONTRICL BUCKES AT LAIL MISES DURING CONSTRUCTION, TRAFFIC CONTRICL STALL INCLUDE ADVANCE WARRING LANE CLOSINGS STORAGE, AN ARROW BUDAND AND THE BARRICADES WITH STEADY BURN LIGHTS AND SANDBAGS, AS IS APPLICABLE.

3. DISTURBED AREAS OF THE COUNTY'S RIGHT OF WAY SHALL BE DRESSED WITH A MINIMUM OF 6" TOP-SOIL AND SEED (WITH EROSION CONTROL BLANKET OR HYDRO SEEDING) OR SOD (SALT TOLERANT AND STAKED IN PLACE).

CONTACT THE DIVISION OF TRANSPORTATION (630/407–6800) A MINIMUM OF 48 HOURS ROOR TO THE START OF CONSTRUCTION WITHIN THE SOUNTYS RIGHT OF WAY AND WITHIN 300 OF MAY COUNTY MANTANED SIGNAL TRAFFIC SIGNALS AND RELATED EQUIPMENT ARE MOI ON THE JULLIE. SYSTEM.

5. EROSION CONTROL MEASURES SHALL COMPLY WITH THE MANMALM RECURREMENTS OF THE DULPAGE COLNATY STORMWATER AND FLOODPLAN ORDINANCE (LATEST EDITION/REVISION) SPECIFICATIONS AT ALL TIMES.

6. PAYEMENT, CURE/GUTTER AND STORM STRUCTURES SHALL BE CLEANED MAINTAINED FREE OF MUD/DREISS AT ALL TIMES AND STATISTED FROM STATISTED AND/OR AS DIRECTED BY DUPAGE COUNTY.

7. EQUIPMENT AND MATERIALS MAY NOT BE STORED WITHIN THE COUNTY'S RIGHTS OF WAY.

CONTACT DUPAGE COUNTY (630/407-6900) A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION, TO ARRANGE FOR INSPECTIONS AND AT THE COMPLETION OF THE DESCRIBED WORK.

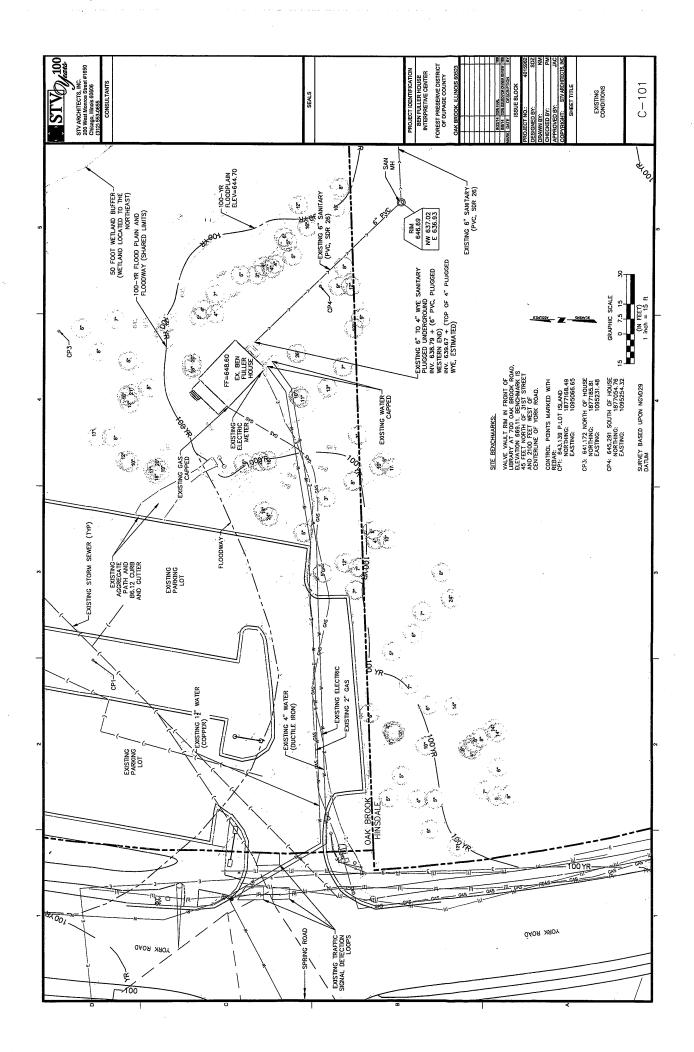
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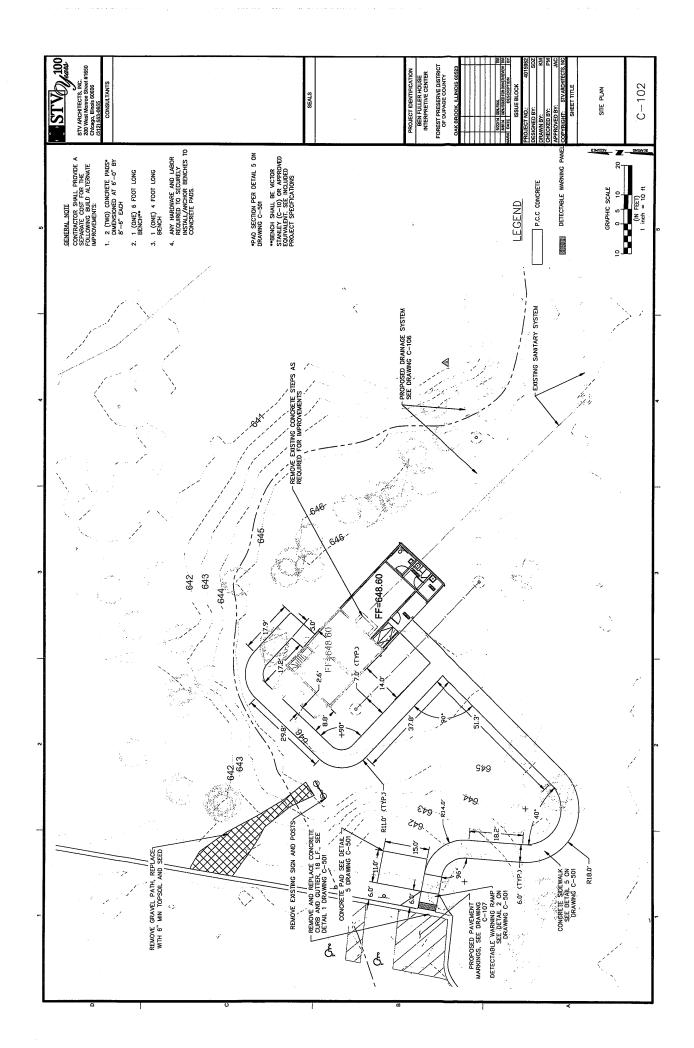
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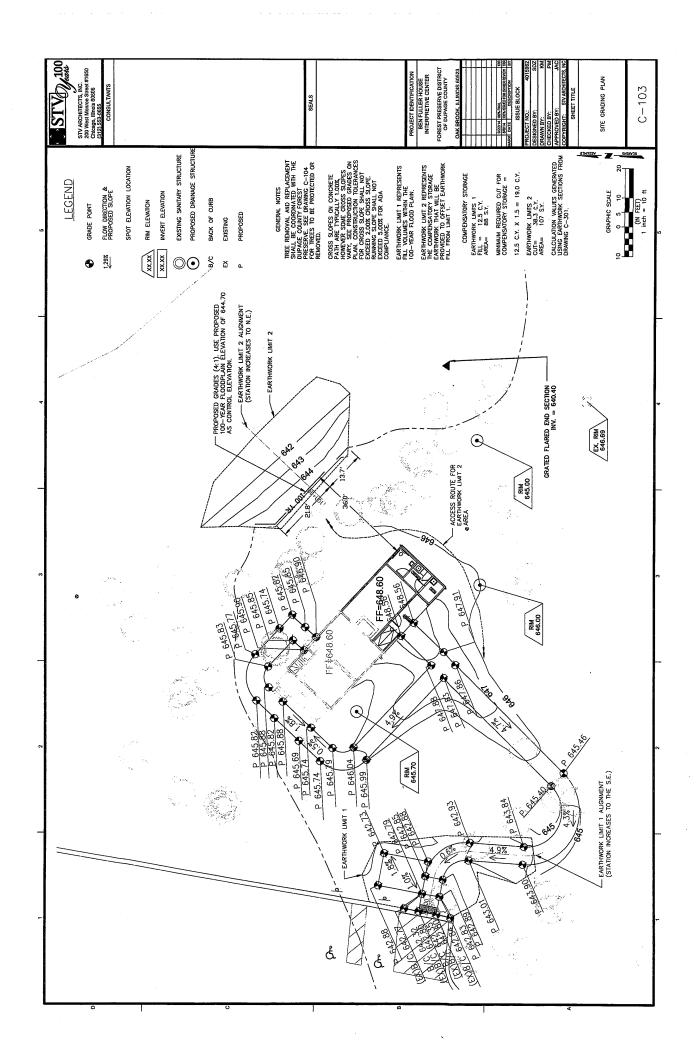
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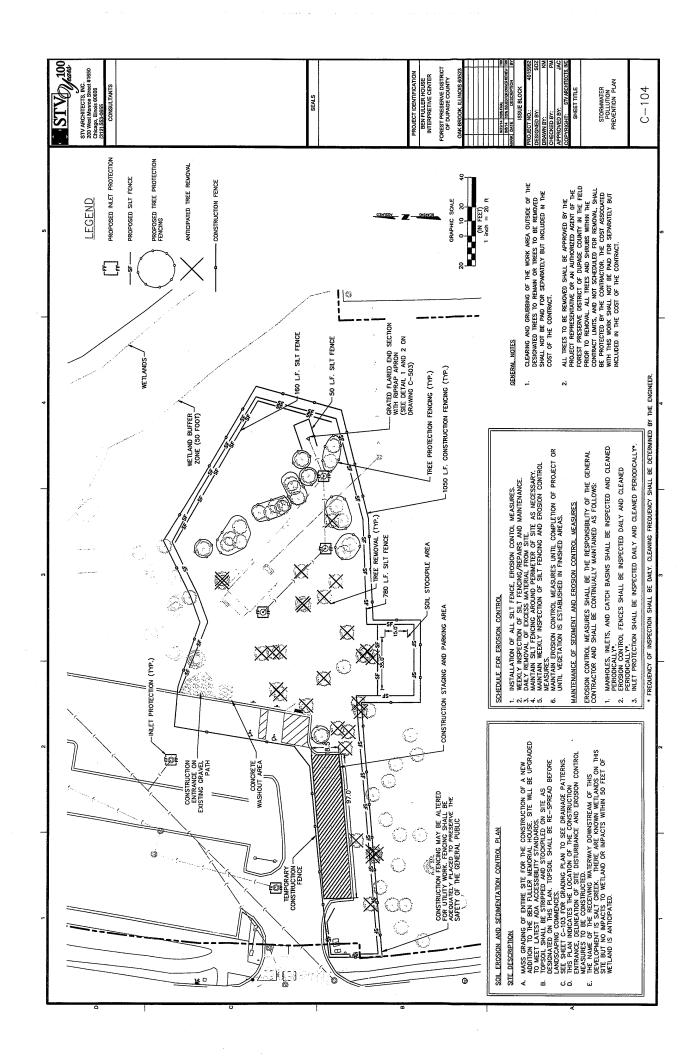
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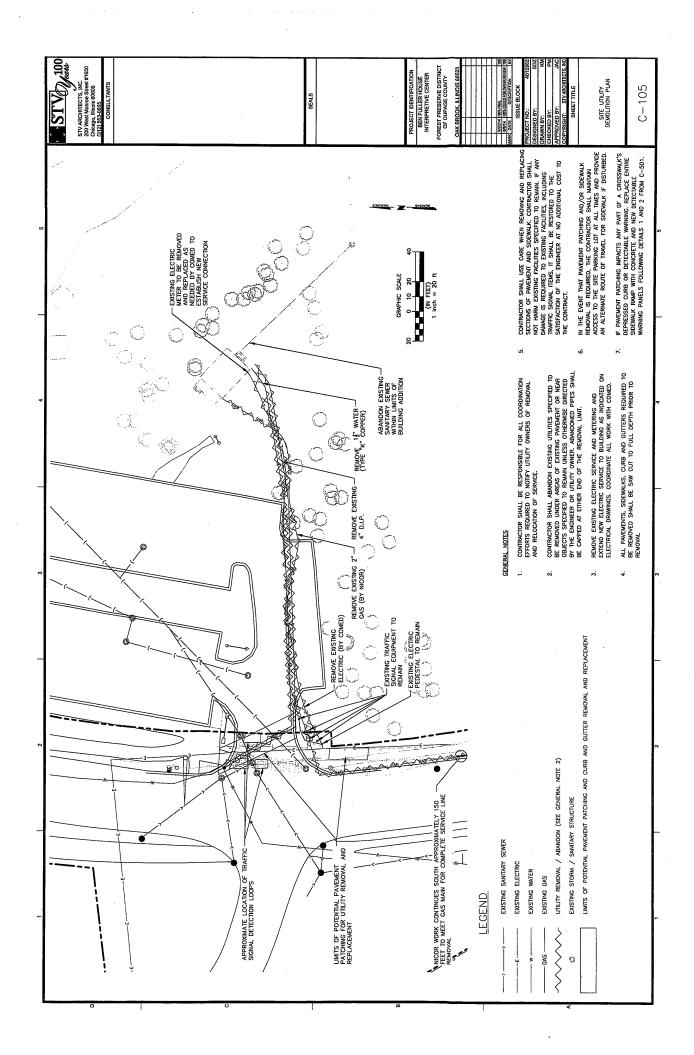
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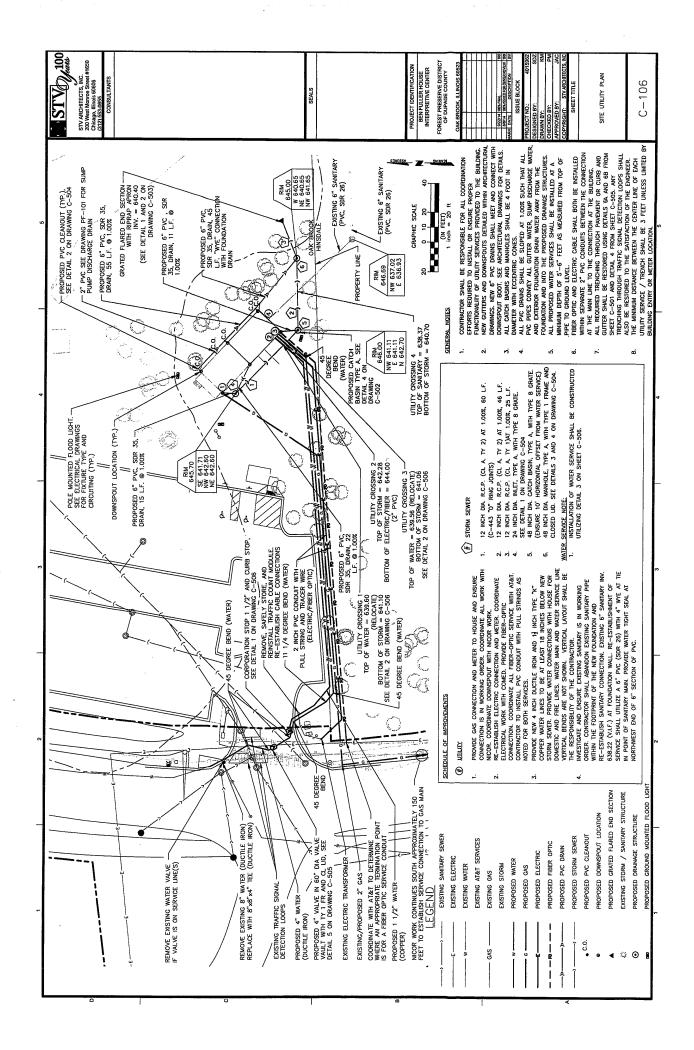


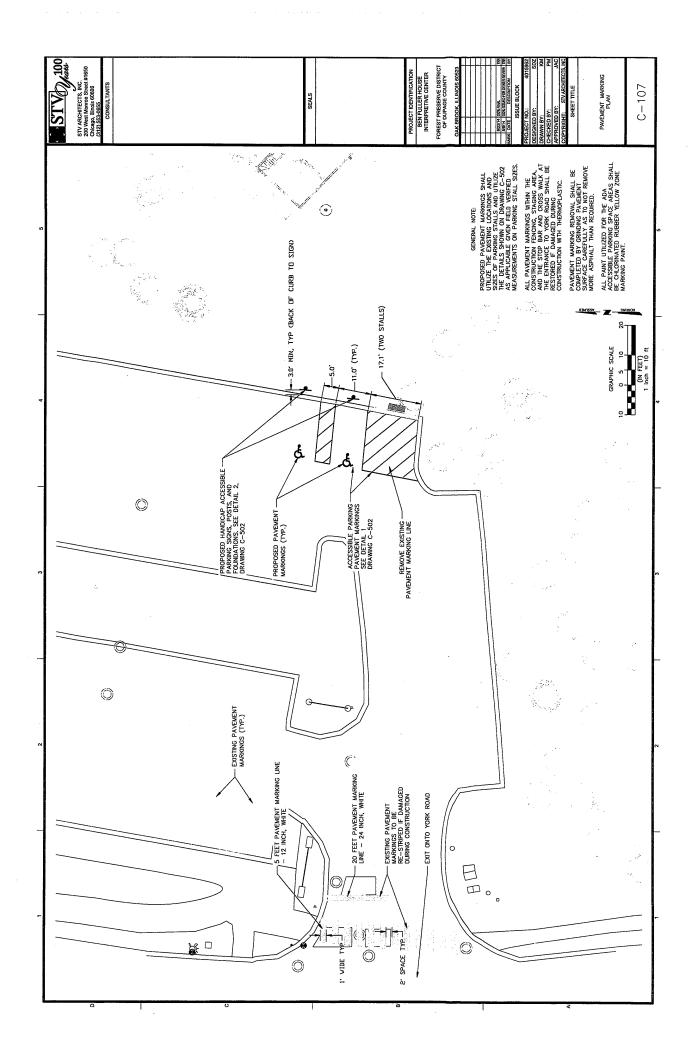


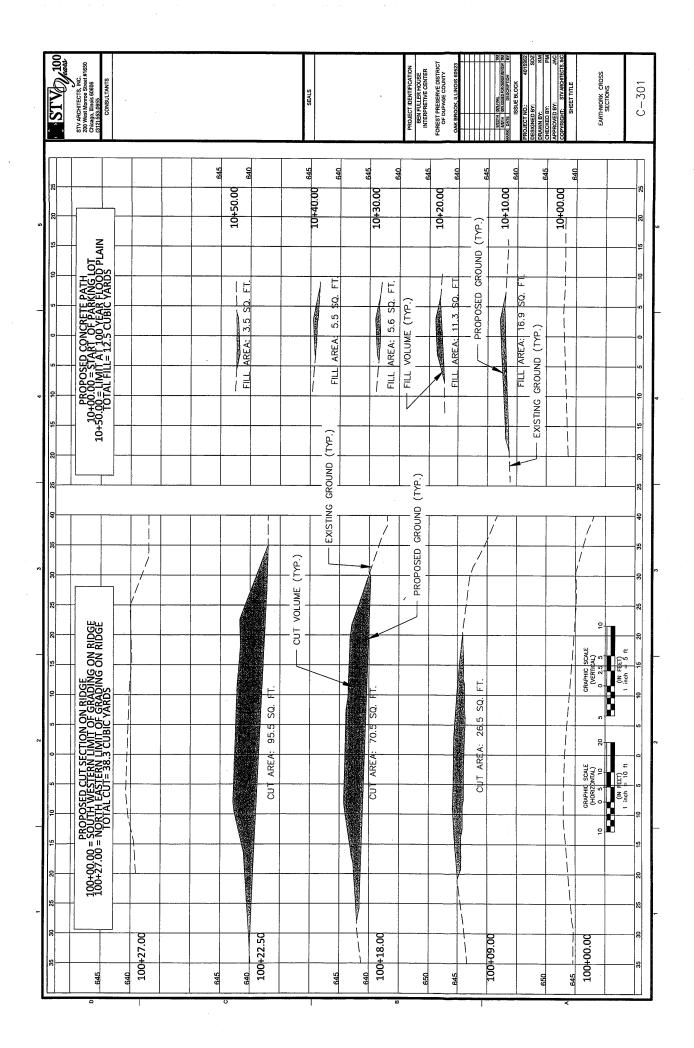










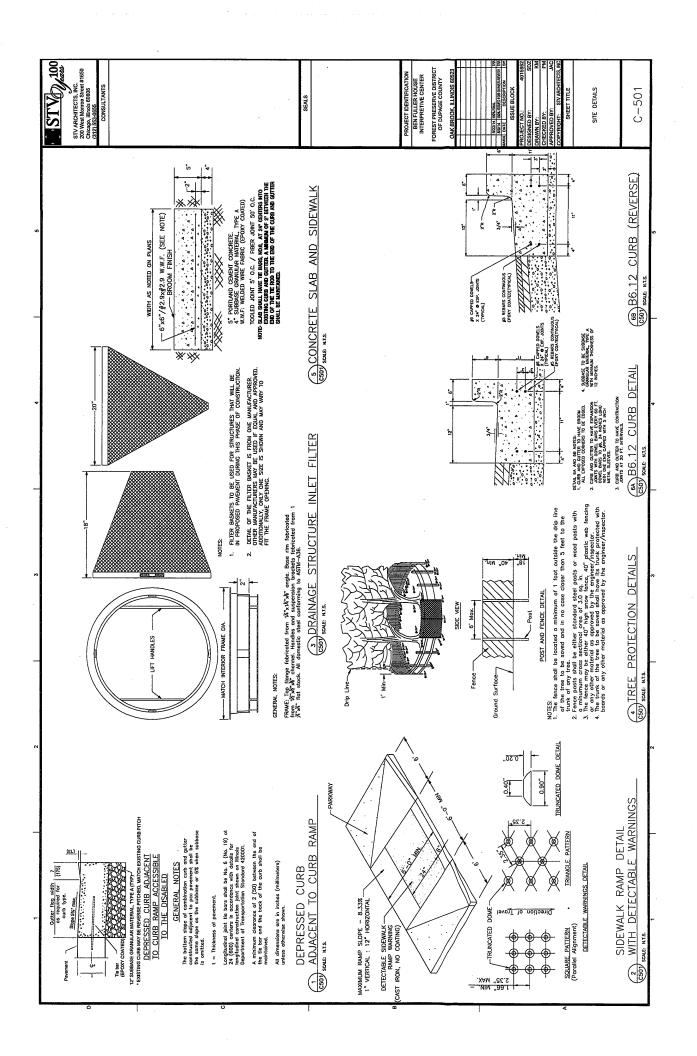


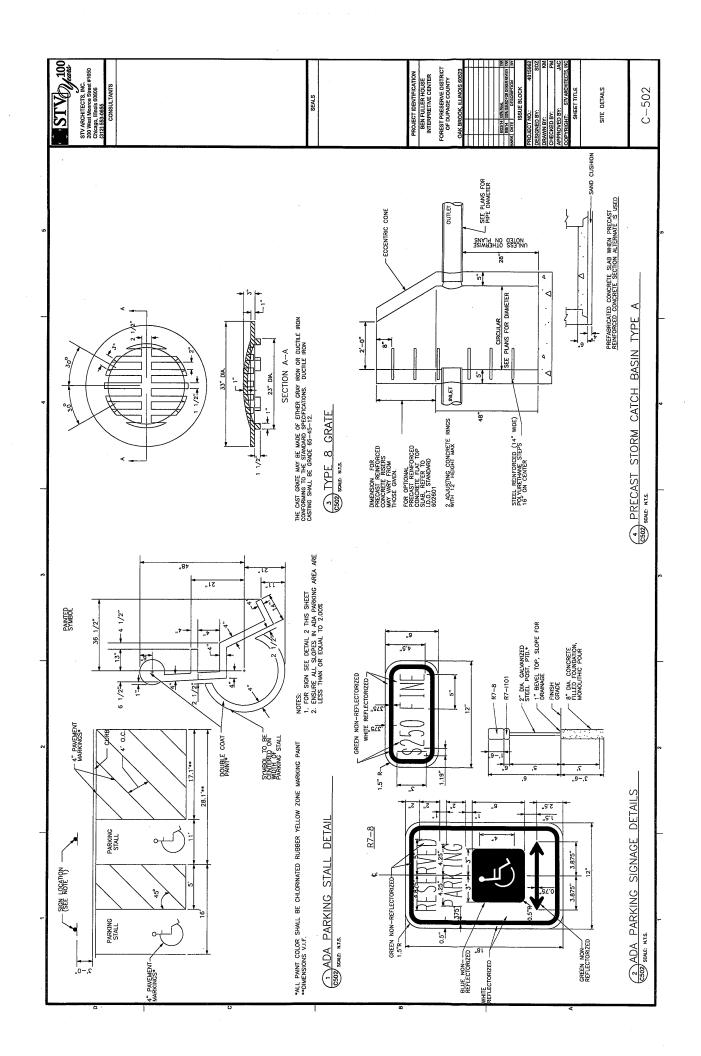
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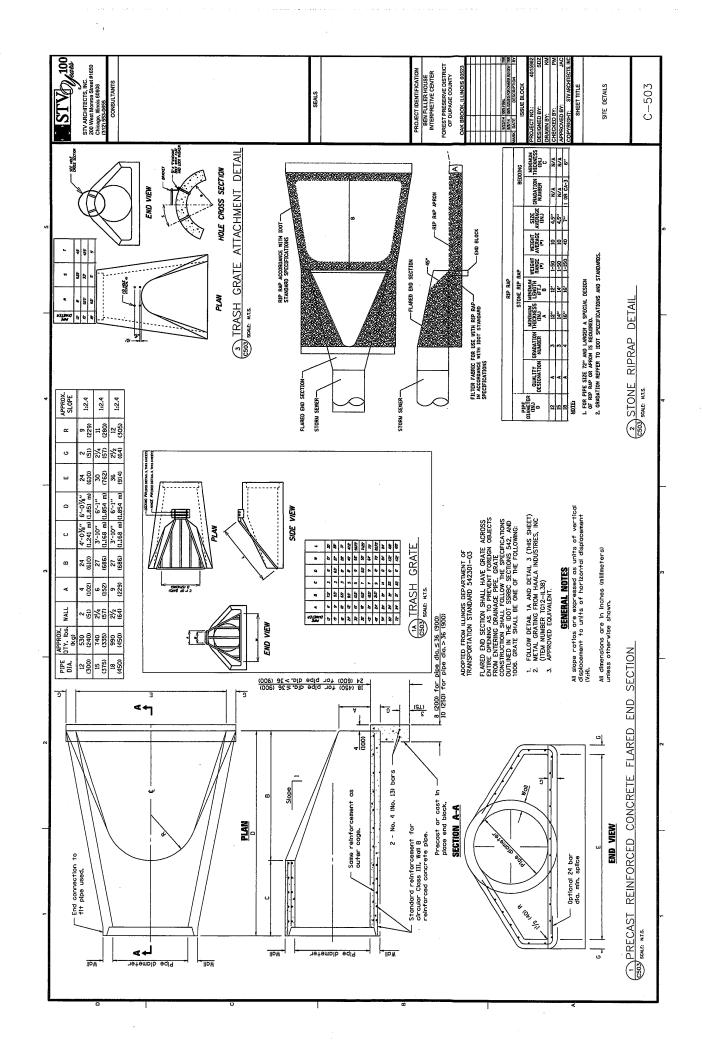
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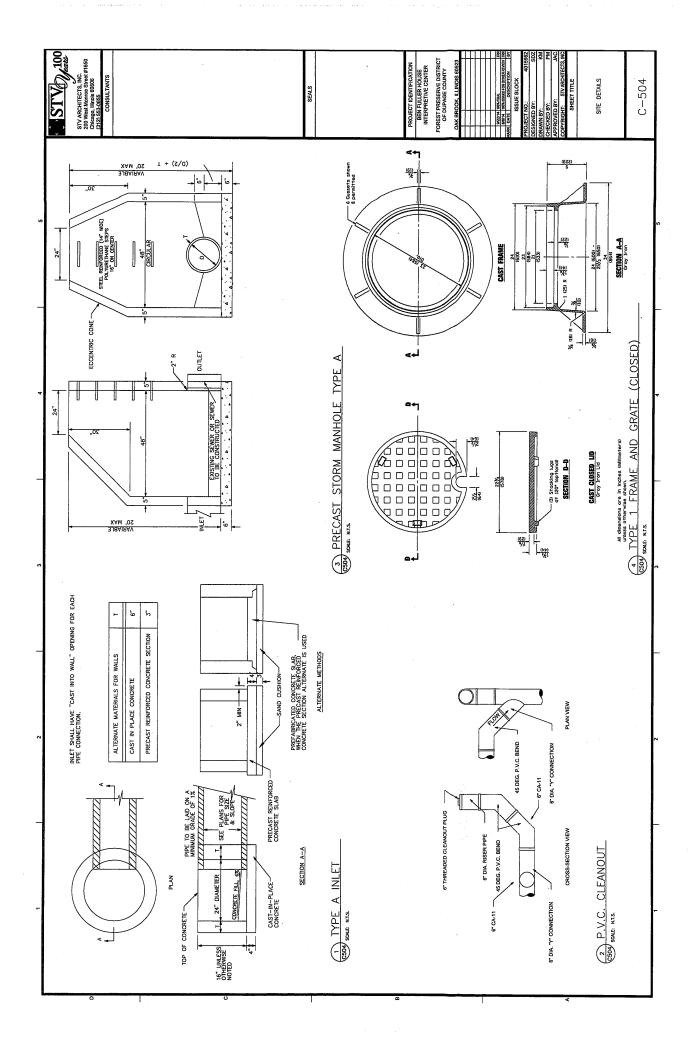
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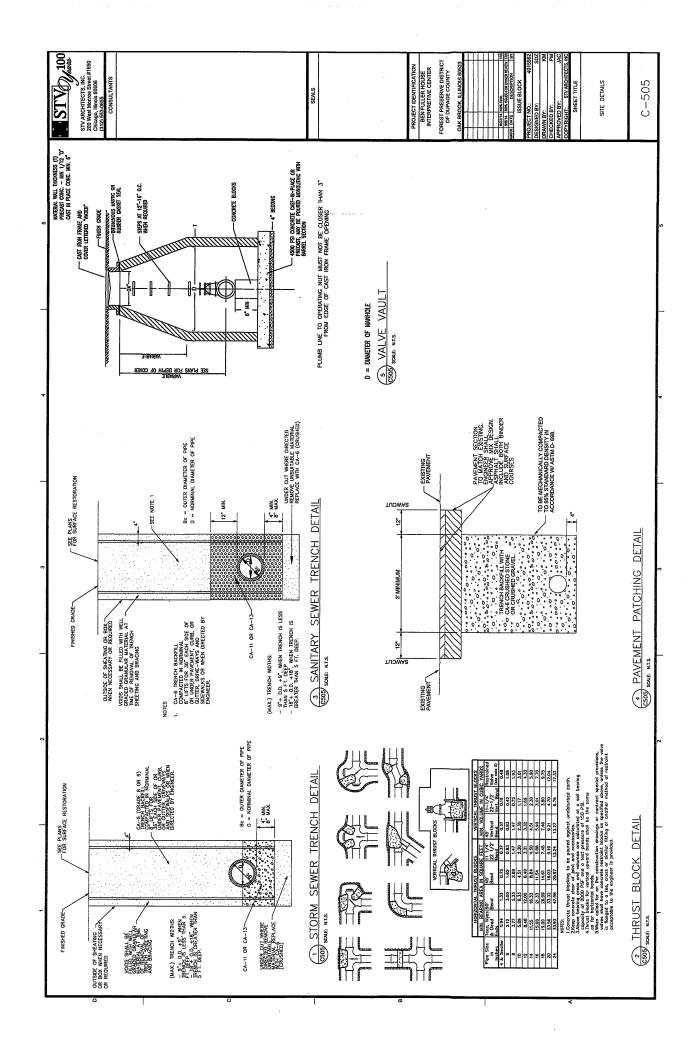
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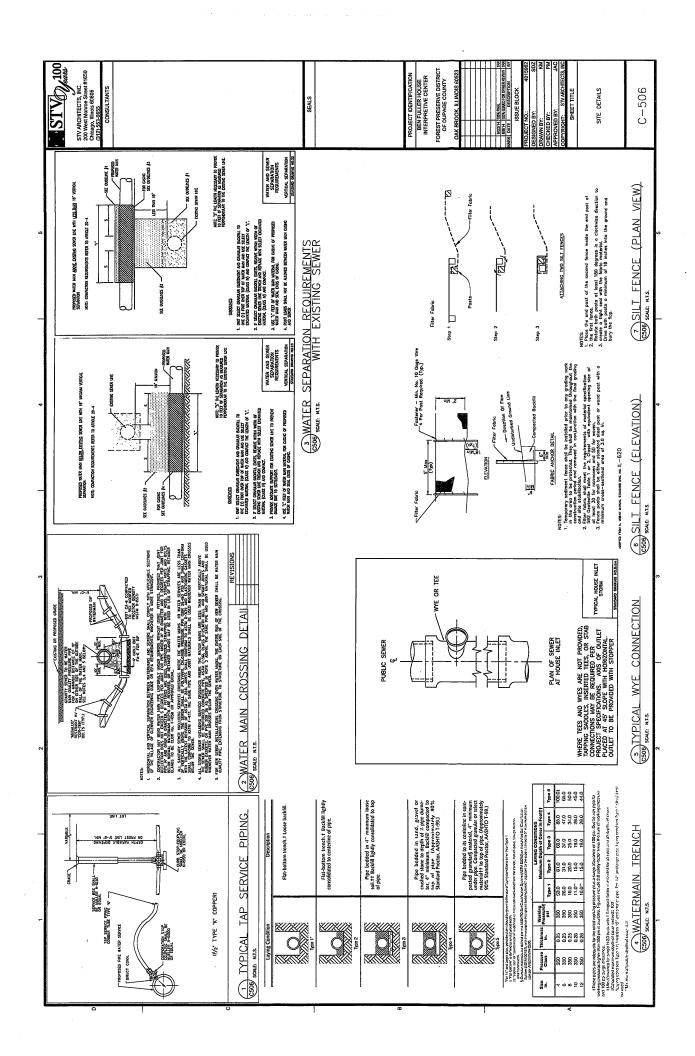












**DATE:** February 3, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Second Reading – EPS	ORIGINATING DEPARTMENT Public Services
ITEM Utility Relocations Oak Street Bridge Replacement Project	APPROVAL Dan Deeter Village Engineer

As previously discussed with the Environment and Public Services Committee, the utility franchise agreements require the utility companies to relocate their infrastructure in Village right of way if they conflict with a proposed Village project. This relocation will be in a "like" manner (for example: existing overhead wires to new overhead wires). If desired, burying overhead lines can be done at the Village's expense. After reviewing several options, the EPS committee recommended that, for aesthetic reasons, it would be beneficial to bury the overhead Commonwealth Edison (ComEd) lines in the immediate vicinity of the proposed bridge.

ComEd's engineer developed a cost estimate for burying these lines:

- The estimated cost to bury the service line(s) south of the bridge to 4 N. Oak Street is \$30,000. This home is the only remaining electrical user south of the bridge, and therefore the only reason to maintain the overhead lines. The Village is coordinating whether ComEd or a third-party contractor will bury this service line.
- To eliminate the overhead lines crossing Oak Street immediately north of the existing bridge, ComEd estimated the cost is +/-\$85,000.

ComEd's lead time for engineering and construction scheduling is 6 months. Therefore, the Village Manager has signed the attached letters to reserve ComEd construction resources in May 2015 (at the beginning of the Oak Street Bridge project).

In a letter from Michael J. Goebel, Chief Executive Officer of Adventist Hinsdale Hospital, the hospital committed to contribute \$42,000 or half of the total project cost for the North side of the bridge, whichever is less, to offset a portion of the total cost of the work. (Letter attached)

Annual infrastructure project funds are available to fund this work.

MOTION: To Approve a Funding Commitment for Utility Relocations for the Oak Street Bridge Replacement Project in the Amount Not to Exceed \$115,000.00.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE A	ACTION:			WY

**BOARD ACTION:** At the January 20, 2015 Board of Trustee meeting, the Board unanimously approved the item to be moved to a second reading at the February 3, 2015 meeting.



January 28, 2015

Kathleen Gargano Village Manager Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521

Dear Kathleen,

Adventist Hinsdale Hospital has been requested by the Village of Hinsdale to provide financial support for the cost of burying power lines along the north side of Oak Street Bridge, in conjunction with the bridge replacement project that is scheduled to begin this spring. While burying these power lines will not provide any benefit to the hospital, other than aesthetic, we are prepared to assist the Village with a contribution of \$42,000 or half of the total project cost, whichever is less.

Adventist Hinsdale Hospital has frequently supported Village initiatives, including most recently agreeing to a premium water charge and the funding of a water main replacement project downstream from the hospital's water supply. We are blessed by the leadership that you, President Cauley and the Village Trustees provide as you work to advance this great community, and we look forward to new opportunities to strengthen the services and benefits Adventist Hinsdale Hospital and its partnership with the Village of Hinsdale.

Warm regards,

Michael J. Goebel

Chief Executive Officer

cc: Tom Williams

Chief Administrative Officer, Adventist Midwest Health



Commonwealth Edison Company Public Relocation Department 25000 Governors Highway University Park, IL 60466 www.ComEd.com

An Exelon Company

December 2, 2014

Dan Deeter, PE Village of Hinsdale Engineer Village of Hinsdale 19 E. Chicago Avenue Hinsdale, IL 60521-3489

Project: Oak Street Bridge Replacement

Section: 10-00089-00-BR ComEd Work Order 08038487

Re: Removal of ComEd Street lights within project area.

Village of Hinsdale,

This letter is in reply to an inquiry regarding the Village of Hinsdale request to relocate ComEd's overhead facilities along Oak Street and Hillgrove Avenue. More specifically, the subject electric lines are currently situated along the East side of Oak Street between North side of Chicago Avenue and South side of Walnut Street and the North side of Hillgrove Avenue.

This letter provides written approval from the Village to remove the below ComEd owned Street Lights during the main project relocation work to start in January 2015 associated with the Oak Street Bridge Replacement ComEd will remove the street light, utility pole (if pole is only supporting the street light), and secondary wire to street light at the locations listed below. This is not an overhead to underground agreement; only the removal of ComEd owned street lights and secondary wire servicing the street lights.

### Oak Street

- STA. 10008+50 RT (CE Pole # 465014217)
- STA. 10009+70 LT
- STA. 10014+80 LT (CE Pole # 465014312)
- STA. 10012+70 RT (See Special Note)

### Hillgrove Avenue

- STA. 4102+15 LT (CE Pole # 465014228)
- STA. 4103+70 LT (CE Pole # 465014227)
- STA. 4105+40 LT (CE Pole # 465014226)

### Special Note

Pole and Street light at STA. 10012+70 RT shall remain till contractor closes road. A temporary service wire is to be strung to this pole from the new relocated pole. The street light is required to increase pedestrian visibility from oncoming traffic while crossing the street. After contractor closes the road the pole and street light will then be removed.

This removal is in part due to the Village wanting to install their own street lighting.



### Others Responsibilities:

- Village is responsible to obtain all permits and easements at customer's expense as necessary to support ComEd's construction schedule and installation methods, including but not limited to trimming without
- All ComEd customers which require service entrance modifications are the responsibility of others.
- No landscaping or beautification will be provided by ComEd, only rough grade back fill of all areas disturbed by the ComEd construction removal and installation of equipment. All restoration, finished grading, sodding and/or seeding is to be completed by the Village within both the right-of-way and private property areas.
- Soil remediation is the responsibility of the customer.
- Village will be responsible for contacting ComEd New Business (866-NEW-ELEC) for service of the new Village Street Lighting.
- Village will be responsible for contacting ComEd to remove the billing of the above street lights from the Village Account once street lights have been removed.

Based on our earlier communications, I am anticipating starting this work in May 2015. In order to keep this work scheduled as it currently is, I need to receive this signed letter by December 12, 2014. This will allow Engineering to begin in February, 2015. If you have questions please feel free to call me directly.

Sincerely,

**Brad Shinabargar Project Engineer Public Relocation Department** Office: (708) 235-2692 Bradley.shinabargar@comed.com

ComEd Approvals:

Project Engineer

Rev 3 of the letter. Changes are highlighted.

Cc: <Village Contact>

FOR THE APPLICANT:



Commonwealth Edison Company Public Relocation Department 25000 Governors Highway University Park, IL 60466 www.ComEd.com

An Exelon Company

December 2, 2014

Daniel Deeter, PE Village Engineer Village of Hinsdale 19 E. Chicago Avenue Hinsdale, IL 60521-3489

Project: Oak Street Bridge Replacement

Section: 10-00089-00-BR ComEd Work Order 08038487

Re: Placing only the overhead spans north of the bridge on Oak Street, STA 10010+00, underground.

Village of Hinsdale,

This letter is in reply to an inquiry regarding the Village of Hinsdale request to relocate ComEd's overhead facilities to underground directly north of the Oak Street Bridge at STA. 10010+00. More specifically, the subject electric lines currently cross East/West over Oak Street, just north of the bridge.

The village should take special note of the fact that ComEd must meet our "Service" obligations at least cost to our "Ratepayers." Should replacement or additional distribution lines be required, ComEd must install facilities at least cost, which may require the facilities to include an overhead pole line. Should the village desire to keep the overhead distribution lines off the crossing of Oak Street, the Village will be obligated to pay for the incremental costs of undergrounding or rerouting the line(s). In summation, the Village will pay the cost of the underground line, less the estimated cost of the avoided overhead installation.

The engineered estimate of cost to relocate the existing overhead facilities to underground is approximately \$83,910.00. The cost represents an engineered design cost estimate only and is not a final cost for ComEd to provide any work to relocate the subject facilities. The final construction costs may differ depending on the mutual agreement of facilities relocated, final construction, difficulty of work area and what the accepted contract bid is for performing some or all of the work. The Village should take note that final costs will be based off the total actual charges that ComEd incurs to complete this project.

Current facilities are in conflict with proposed ROW project. The engineering estimate of cost to ComEd to relocate the existing overhead facilities 'like for like' is approximately \$16,328.00. This amount has already been credited to the amount shown above.

Assumption made during estimating include: (per our meeting on 9/17/2014)

- All ComEd owned street lights will be removed and not replaced. More specifically along Oak Street STA.10008+50 RT, 10009+70 LT, & 10014+80 LT. Hillgrove STA.4102+15 LT, 4103+70 LT, & 4105+40 LT.
- Current home south of the railroad on the west side of Oak Street will be acquired by the village and will not require electrical service.
- Traffic Signal Box will be removed and will not require electrical service.
- Customer service will be kept overhead at the Railroad along Hillgrove.
- Village will be responsible for relocating customer service underground at north/west corner of Oak Street and Chicago Avenue.



A progressive payment schedule requiring a 50% first partial payment of \$42,000.00 ("design cost estimate" times 0.5) with the potential for multiple payments as construction progresses is required. The 50% deposit and all required easements/right-of-way must be in place before ComEd work can be scheduled. This can be a minimum of 8-12 weeks from that date contingent upon ComEd's scheduled work load. Final payment invoicing will occur upon completion of the work.

As an Illinois public utility, ComEd is subject to the terms and conditions of the Illinois Public Utilities Act (220 ILCS) and is obligated to provide reliable service at least cost. The relevant section of the Illinois Public Utilities Act (PUA) is Section 5/8-401, which states:

'Every public utility subject to this Act shall provide service and facilities which are in all respects adequate, efficient, reliable and environmentally safe and which, consistent with these obligations, constitute the least-cost means of meeting the utility's service obligations.'

### General Assumptions:

- This cost estimate is good for 90 days from the date on this letter.
- The cost represents an engineered design cost estimate only. The final construction costs may differ depending on the mutual agreement of facilities relocated, final construction, difficulty of work area and what the accepted contract bid is for performing some or all of the work.
- This estimate is for the relocation of ComEd electric facilities only. The Village will need to contact other utilities for their relocation cost, if applicable.
- This estimate is based upon current tariffs with no escalation.
- Construction estimate and schedule is based on normal 40-hour workweek, without overtime, weekend, or Holiday work.
- Estimate does not include delays related to permitting needs required by governmental entities including municipalities or other optional facilities charges.
- Project scope provides no additional capacity, contingency or redundancy above what is specifically stated.
   Change in scope will result in additional charges. Estimate does not include any enhanced reliability.

### Others Responsibilities:

- Village is responsible to obtain all permits and easements at customer's expense as necessary to support ComEd's construction schedule and installation methods, including but not limited to trimming without restriction.
- All ComEd customers which require service entrance modifications are the responsibility of others.
- No landscaping or beautification will be provided by ComEd, only rough grade back fill of all areas disturbed by the ComEd construction removal and installation of equipment. All restoration, finished grading, sodding and/or seeding is to be completed by the Village within both the right-of-way and private property areas.
- Soil remediation is the responsibility of the customer.

### Scope of Work:

- Remove I pole and associated arms, transformers, devices and primary/secondary wire.
- Bore approximately 170 ft of HDPV poly pipe with required pits, couplers and bends.
- Install approximately 270 ft of primary cable and 0 ft of secondary cable and associated splices and connectors.
- Village responsibility, Replace aerial service at north/west corner of Chicago Ave and Oak Street with underground service. Village will revise the customer service entrance equipment as required and install conduit from customer equipment to pole at south/west corner of Chicago Ave and Oak Street.
- Service for the Railroad shack along Hillgrove will remain overhead.



Based on our earlier communications and delay of decisions, I am anticipating starting this work in May 2015. In order to keep this work scheduled as it currently is, I need to receive this signed letter and the 50% deposit by December 12, 2014. If you have questions please feel free to call me directly.

Sincerely.

**Brad Shinabargar** 

Project Engineer
Public Relocation Department
Office: (708) 235-2692

Bradley, shinabargar@comed.com

Combi Approvals:

Cc: <Village Contact>

FOR THE APPLICANT: