

**MINUTES  
VILLAGE OF HINSDALE  
ZONING AND PUBLIC SAFETY COMMITTEE MINUTES  
MONDAY, AUGUST 23, 2010  
MEMORIAL HALL  
7:30 p.m.**

**Present:** Chairman Williams, Trustee Angelo, Trustee Schultz

**Absent:** Trustee LaPlaca

**Also Present:** David Cook, Village Manager; Robert McGinnis, Community Development Director/Building Commissioner; Brad Bloom, Chief of Police; Mike Kelly, Fire Chief

Chairman Williams called the meeting to order at 7:30 p.m.

**Request for Board Action**

**Ordinance Vacating a Portion of Public Alley Right-of-Way Adjacent to and east of 629 S. Quincy Street for \$11,000**

Trustee Schultz motioned to recommend the approval of an Ordinance Vacating a Portion of Public Alley Right-of-Way Adjacent to and east of 629 S. Quincy Street for \$11,000. Trustee Angelo seconded. The motion passed unanimously.

**Ordinance Approving a Major Adjustment to a Planned Development for the Replacement of an Existing Fence at 306 W. Fourth Street**

Mr. Keith Larson provided information regarding this request. He stated that during the replacement of a parking lot it was found that the surrounding fence would also need to be replaced. He provided examples of a proposed fence made out of steel that was both cost effective and sturdy. He stated the sizing of the fence would be the same as the old fence and that the fence was necessary to keep balls out of the street from recess that takes place during the day. General discussion took place regarding the fence. Trustee Schultz motioned to recommend approval of Major Adjustment to a Planned Development for the Replacement of an Existing Fence at 306 W. Fourth Street. Trustee Angelo seconded. The motion passed unanimously.

**Minutes – July 26, 2010**

Trustee Schultz moved to approve the minutes for July 26, 2010 meeting. Trustee Angelo seconded. Minor adjustments were addressed and corrected. The motion passed unanimously.

## **Monthly Reports – July 2010**

### **Community Development**

July was a great month for community development mostly due to the issuance of the hospital permit. Departmental activity was up and included several new houses, additions, and fences that are under review for permits. Chairman Williams questioned if the part-time inspector has been utilized for any inspections besides the Hinsdale Hospital. Mr. McGinnis stated this hire has been a huge help. He has been primarily occupied at the Hinsdale Hospital project but has helped with inspections on several occasions thus far. Commissioner Schultz questioned how fast the review process has been during busy times of the year. Mr. McGinnis stated that during the peak months lead times have been as far out as 5 weeks on plan review and one week for inspection scheduling. He went on to state that Staff is doing their best to keep lead times to 2-3 weeks on plan review and three days on inspections. Commissioner Schultz also questioned if more staff was needed during busy times. Mr. McGinnis stated the lead times fluctuate depending on the number of submittals and the season, but at this time the current arrangements are fine. Mr. Cook stated this winter could tell if more staff will be needed. If developers submit a large number of permits to prepare for the upcoming spring season, staff levels may need to be reassessed.

### **Police Department**

Chief Bloom provided an overview of the Citizen's Police Academy Class and announced that the Citizen's Police Academy is scheduled to begin their 8<sup>th</sup> academy class and invited any interested Village Trustee's residents, business owners to attend. The first class is scheduled for Wednesday, September 15, 2010. The class meets for 10 consecutive Wednesday nights at 7:00 pm at the Police Department.

Chief Bloom reviewed the Police Department's 2009 Annual report with the Committee specifically pointing out the positive citizen survey results in the report. Chief Bloom indicated that the surveys are sent to people who have had contact with the police either as a victim of a crime, complainant and even people who have received traffic citations are included. Chief Bloom stated he was very proud of the survey results specifically that 75% of the respondents believed that the quality of service was higher than what they expected.

Chief Bloom stated that the Police Department will have an increased presence around the school during the first few weeks of school starting and indicated that this year marks the first year that School District 181 is reimbursing the Village for the cost of the crossing guards. The Village will continue to be responsible for the hiring and training of guards. Chief Bloom stated that there is currently one opening for a school crossing guard.

The Committee did not have any questions regarding the monthly report.

### **Fire Department**

Chief Kelly informed the Committee that DuPage and Cook counties were two the counties identified in the Presidential declaration for disaster areas from the flooding that occurred on July 24, 2010. Information on how to contact FEMA and start the process of applying for grants or loans was

distributed to the Graue Mill residents and also posted on the Village website. For now the disaster declaration only covers individual assistance and not public assistance that was provided during the flood. The public assistance component is still being evaluated.

### **Renewal of a Software Hosting and Maintenance Contract with T2 Systems for Parking Ticket Management for a Cost Not to Exceed \$13,419.96**

Chief Bloom stated that this covers our annual licensing and maintenance agreement with T2 System for parking ticket database management. This is a contractual price and budgeted expense.

Trustee Schultz moved to recommend approval of a software maintenance agreement with T2 Systems for Parking Management for a cost not to exceed \$13,419. Trustee Angelo seconded. Motion passed 2-1 with Trustee Williams voting no.

### **Ordinance to Declare Certain Personal Property of the Village of Hinsdale to be Declared Surplus and Sold at Public Auction or Declared Salvage Including Two Seized Vehicles and Fire Department Miscellaneous Equipment**

Chief Bloom stated that this includes two seized vehicles with high mileage and miscellaneous fire department equipment having a nominal value.

Trustee moved to recommend the approval of an ordinance to declare certain personal property of the Village of Hinsdale to be declared as surplus and sold at public auction or declared as salvage including two seized vehicles and miscellaneous fire department equipment. Trustee Angelo seconded. Motion passed unanimously.

### **Letter of Intent to Participate in a Public Safety Interoperable Radio System Purchased by the DuPage County Emergency Telephone System Board**

Chief Bloom provided an overview of the system provided for public safety first responders that provides County-wide interoperability. Chief Bloom stated that the letter of intent does not commit the Village to the system or any cost it is merely to determine the level of potential participation and equipment cost. If the Village decides to move forward it would be necessary to execute an intergovernmental agreement sometime in the future.

Trustee Schultz moved to recommend that a letter of Intent be sent on behalf of the Village to participate in a Public Safety Interoperable Communication Radio System Purchased by the DuPage County Emergency Telephone Service Board. Trustee Angelo seconded. Motion passed unanimously.

### **Purchase of Two Replacement Marked Squad Cars Being 2011 Ford Crown Victoria from Reedman Ford for a cost Not to Exceed \$44,469 Under the Terms of the Suburban Purchasing Cooperative**

Chief Bloom stated that this is a budgeted purchase and the vehicle cost is actually \$300 dollars less than the previous model year. Delivery is not expected until late December.

Trustee Angelo motioned to approve the purchase of two marked squad cars being 2011 Ford Crown Victoria's form Bredeman Ford for a cost not to exceed \$44,469 under the terms of the South Suburban Purchasing Cooperative. Trustee Schultz seconded. Motion passed unanimously.

**Purchase of an Extrication Tool from Equipment Management Company (EMC) for \$19,130.00 with the Foreign Fire Insurance Board Contributing \$4,130.00 Toward the Purchase**

Chief Kelly presented a request for the purchase of an extrication tool from Equipment Management Company in the amount of \$19,130.00. Chief Kelly explained that this is over the budgeted amount of \$15,000.00, however the Foreign Fire Insurance Board has indicated that they will fund the balance of the cost over the \$15,000.00 budgeted, or \$4,130.00. The Department evaluated three different tools and the recommendation was to purchase the tool from EMC due to the features and functions of this tool compared to the other tools that were evaluated. Trustee Angelo motioned to approve the purchase, seconded by Trustee Schultz. The motion passed 3-0

**Adjournment**

With no further business to come before the Committee, Trustee Schultz motioned to adjourn. Trustee Angelo seconded. The meeting was adjourned at 7:55 p.m.

Respectfully Submitted,



Robert McGinnis, MCP

Director of Community Development/Building Commissioner

# Memorandum

To: Chairman Williams and Public Safety Committee

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

Date: September 8, 2010

Re: **Community Development Department Monthly Report-August 2010**

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In the month of August the department issued 151 permits including 6 new single family homes and 4 demolition permits. Revenue for the month came in at just under \$114,000. 556 inspections were done during the month and plan review turnaround is running about three weeks.

There are approximately 74 applications in house including 9 single family homes and 4 commercial alterations. There are 39 permits ready to issue at this time.

The Engineering Division has continued to work with the Building Division in order to complete site inspections, monitor current engineering projects, support efforts to obtain additional state and federal funding, and respond to drainage complaint calls. In total, 151 inspections were performed for the month of August by the division.

We currently have 30 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

**COMMUNITY DEVELOPMENT MONTHLY REPORT - August 2010**

<b>PERMITS</b>	<b>THIS MONTH</b>	<b>THIS MONTH LAST YEAR</b>	<b>FEEs</b>	<b>FY TO DATE</b>	<b>TOTAL LAST FY TO DATE</b>
New Single Family Homes	6	0	\$ 37,643.40		
New Multi Family Homes	0	0	\$ -		
Residential Addns./Alts.	34	31	\$ 13,819.95		
Commercial New	0	0	\$ -		
Commercial Addns./Alts.	2	3	\$ 3,783.75		
Miscellaneous	35	38	\$ 19,036.60		
Demolitions	4	2	\$ 12,250.00		
<b>Total Building Permits</b>	<b>81</b>	<b>74</b>	<b>\$ 86,533.70</b>	<b>\$ 546,144.94</b>	<b>\$ 255,135.52</b>
<b>Total Electrical Permits</b>	<b>34</b>	<b>19</b>	<b>\$ 9,227.50</b>	<b>\$ 88,965.95</b>	<b>\$ 25,259.74</b>
<b>Total Plumbing Permits</b>	<b>36</b>	<b>19</b>	<b>\$ 18,198.40</b>	<b>\$ 92,711.35</b>	<b>\$ 46,620.20</b>
<b>TOTALS</b>	<b>151</b>	<b>112</b>	<b>\$ 113,959.60</b>	<b>\$ 727,822.24</b>	<b>\$ 327,015.46</b>

<b>Citations</b>			<b>\$ 1,000.00</b>		
<b>Vacant Properties</b>	<b>30</b>			<b>\$ 900.00</b>	

<b>INSPECTIONS</b>	<b>THIS MONTH</b>	<b>THIS MONTH LAST YEAR</b>		<b>FY TO DATE</b>	<b>TOTAL LAST FY TO DATE</b>
Building Insp.	226	193			
Electric Insp.	55	45			
Plumbing Insp.	45	51			
Property Maint./Site Mgmt.	79	73			
Engineering Insp.	151	123			
<b>TOTALS</b>	<b>556</b>	<b>485</b>			

**REMARKS:**

VILLAGE OF HINSDALE - AUGUST 10, 2010 COURT CALL/RESULT

Aldairi, Husam E	9523	Kelly	912 S. Garfield	Failure to have heating facilities	No Show
Castro, Santiago					
Limparis, Mary P	9594	Kelly	622 S. Quincy	Counts 1 -3 Property Maintenance Violations	No Show
Sachi Construction	9521	Kelly	230 E Ogden Ave.	Counts 1 & 2 Failure to maintain site management stds.	No Show
Zhang, David					

Fines assessed: 1000

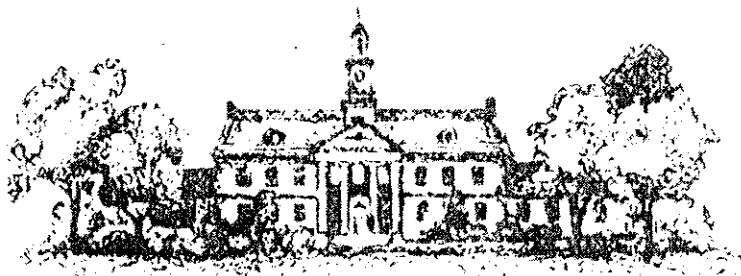
STOP WORK ORDERS ASSESSED

Date SWO Issued to Address Reason

SWO assessed:

MONTHLY TOTAL:

1000



**VILLAGE  
OF HINSDALE** FOUNDED IN 1873

POLICE DEPARTMENT 789-7070  
FIRE DEPARTMENT 789-7060  
121 N. M. SYMONDS DRIVE

**FIRE AND POLICE  
SERVICES  
MONTHLY REPORT**

**August 2010**





# **POLICE SERVICES MONTHLY REPORT**

**August 2010**

## **PRESENTATIONS**

### **AUGUST – 2010**

On August 2, 2010, Officer Coughlin met with Don Grigas from *The Suburban Life* to discuss the upcoming Citizen Police Academy, Alive at 25 classes, and the annual Fire & Police Open House.

On August 3, 2010, Officer Coughlin met with a group of special needs kids at Robbins Park and spoke with them about safety, showed them the police car and all of an officers tools that they carry.

On August 3, 2010, Officer Coughlin gave a station tour to a group of sixth grade students going in Hinsdale Middle School.

On August 3 through August 6, 2010, Officer Rauen attended a Computer Forensics class in Rosemont, Illinois. The name of the class was Network Intrusion and was put on by EnCase. This is another computer forensic training class to further Officer Rauen's expertise in this field.

On August 4, 2010, Officer Coughlin gave a station tour to a group of students from The Lane School.

On August 5, 2010, Officer Coughlin worked the very popular Uniquely Thursday at Burlington Park. Officer Coughlin informed attendees about not bringing alcohol into the park, checked coolers, assisted with crowd control and spoke with many residents and handed out stickers to kids.

On August 10, 2010, Officers Coughlin and Rauen presented the Alive at 25 defensive driving class at The Community House to a group of high school students.

On August 11, 2010, Officer Coughlin attended the annual Lyons Township School crossing guard training session. Officer Coughlin spoke about the importance of the crossing guards and image they present to the public.

On August 11, 2010, Officer Coughlin attended the D.J.O.A. board meeting in Wheaton. Topics covered were recent elections, upcoming awards luncheon, and the annual training conference.

On August 17, 2010, Officer Rauen attended a three-hour training session on Computer Forensics in Rosemont, Illinois. The class was put on by EnCase.

On August 24 through August 27, 2010, Officer Rauen attended a Computer Forensics class in Rosemont, Illinois. The name of the class was Advanced Internet Examinations and was put on by EnCase. This is another computer forensic training class to further Officer Rauen's expertise in this field.

On August 25, 26, 27, 2010, Officer Coughlin attended a NEMRT training class at the Westchester Police Department on Arrests, Searches and Seizures.

On August 26, 2010, Officers Coughlin and Rauhen attended the Peer Jury Swearing in at Downers Grove Village Hall. Both officers participated in mock cases, spoke with parents and answered questions about the peer jury program.

On August 29, 2010, Officer Coughlin attended the annual Ice Cream Social in Burlington Park. Officer Coughlin fingerprinted children, spoke about child safety, handed out pencils and stickers, let kids try on handcuffs and also let parents and kids try on the Fatal Vision goggles.

On August 30, 2010, Officer Coughlin met with Officer Zuccherro at the Burr Ridge Police Department to discuss the upcoming Open House, Citizen Police Academy, and the new jr. high DARE program.

On August 30, 2010, Deputy Chief Wodka and Officer Coughlin trained fifth grade students at Madison school for Safety Patrol.

On August 30, 2010, Officer Coughlin met with Officer Talerico and Firefighter McElroy at the Clarendon Hills Police Department to discuss upcoming District 181 staff training, DARE events and the jr. high DARE program.

On August 31, 2010, Officers Coughlin and Rauhen assisted School District 181 and State Farm Insurance with a Bicycle Safety Rodeo at Madison School. Officers assisted with bike registrations, bike inspections and bike licenses.

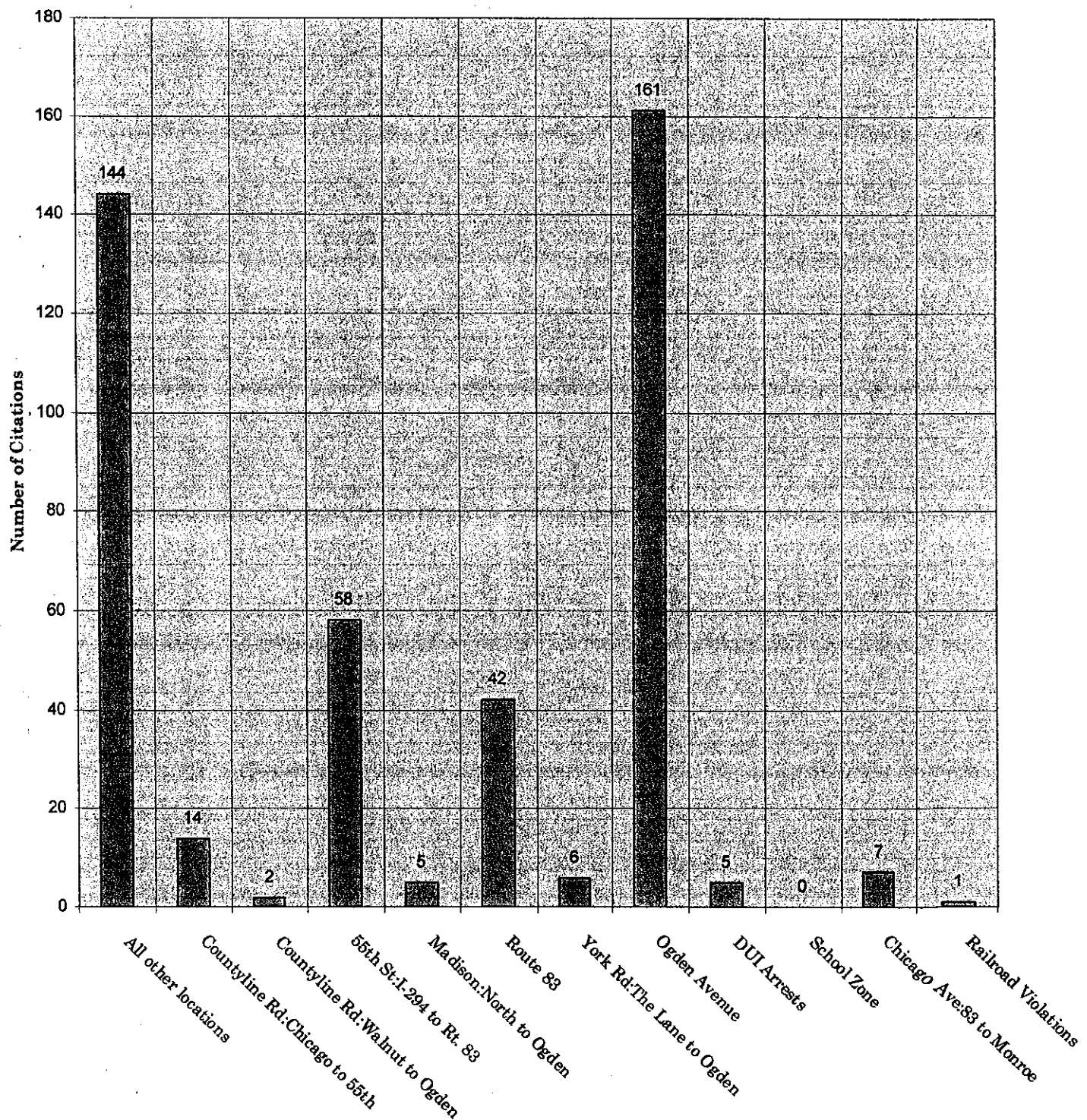
On August 30, 31, 2010, Officer Coughlin was at The Lane School and Hinsdale Middle School at the beginning and end of each school day to be visible to make sure that students were safe, drivers were not on cell phones in school zones, and spoke with and gave high fives to many students.

Submitted by:

Officer Michael Coughlin  
*Crime Prevention / D.A.R.E. / Juvenile Officer*

Officer Joseph Rauhen  
*Detective / Juvenile Officer*

Hinsdale Police Department  
**Selective Enforcement Citation Activity**  
 August 2010



# TRAFFIC ENFORCEMENT

**AUGUST 2010**

*\* Includes Citations and Warnings*

	<b>This Month</b>	<b>This Month Last Year</b>	<b>YTD</b>	<b>Last YTD</b>
<b>Speeding</b>	177	140	1173	1192
<b>Disobeyed Traffic Control Device</b>	15	29	221	208
<b>Improper Lane Usage</b>	67	20	351	267
<b>Insurance Violation</b>	18	20	146	210
<b>Registration Offense</b>	36	21	194	207
<b>Seatbelt Violation</b>	24	102	231	388
<b>Stop Signs</b>	53	105	367	512
<b>Yield Violation</b>	17	15	101	125
<b>No Valid License</b>	5	1	33	20
<b>Railroad Violation</b>	0	5	16	34
<b>Suspended/Revoked License</b>	5	6	32	56
<b>Other</b>	76	192	790	1322
<b>Totals</b>	<b>493</b>	<b>656</b>	<b>3655</b>	<b>4541</b>




# Investigations Division Summary

August 2010

- On August 9, 2010, a 32 year-old Chicago man was charged with one count of **Burglary**. The victim in this case left his vehicle parked in a gas station parking lot, after it became disabled. The suspect is seen on video exiting a Hinsdale business on two occasions and then entering the victim's vehicle to remove tools. The male was transported to DuPage County Jail for a bond hearing.
- On August 17, 2010, a 55-year-old Hinsdale man was charged with two counts of **Domestic Battery**. The male is alleged to have grabbed and struck a female family member. The male was transported to DuPage County Jail for a bond hearing.
- On August 30, 2010, a 38-year-old Chicago man was charged with one count of **Attempt Forgery**. The male entered a Hinsdale bank in July 2010, and presented a stolen check in an attempt to obtain cash. The male was processed and was released after posting bond.

Submitted by Erik Bernholdt  
*Detective Sergeant*

**August 2010**

-  **Burglaries from Motor Vehicles**
-  **Burglaries (none)**
-  **Residential Burglaries**

# SERVICE CALLS SUMMARY—AUGUST 2010

	This Month	This Month Last Year	This Year to Date	Last Year to Date	% CHANGE
Sex Crimes	1	0	3	3	0
Robbery	0	2	1	4	-75
Assault/Battery	3	2	17	25	-32
Domestic Violence	7	15	68	78	-13
Burglary	0	1	4	11	-64
Residential Burglary	1	1	7	14	-50
Burglary from Motor Vehicle	7	6	37	48	-23
Theft	13	18	93	109	-15
Retail Theft	0	2	16	20	-20
Identity Theft	1	5	15	17	-12
Auto Theft	0	3	4	6	-33
Arson/Explosives	1	0	1	0	100
Deceptive Practice	3	1	14	12	17
Forgery/Fraud	5	0	23	18	28
Criminal Damage to Property	13	18	81	102	-21
Criminal Trespass	0	5	17	23	-26
Disorderly Conduct	0	4	25	26	-4
Harassment	9	8	76	85	-11
Death Investigations	0	0	8	2	300
Drug Offenses	0	3	27	32	-16
Minor Alcohol/Tobacco Offenses	1	3	12	19	-37
Juvenile Problems	25	25	198	201	-1
Reckless Driving	0	4	16	36	-56
Hit and Run	12	3	60	47	28
Traffic Offenses	8	8	49	70	-30
Motorist Assist	49	17	274	175	57
Abandoned Motor Vehicle	0	0	12	7	71
Parking Complaint	23	21	145	189	-23
Auto Accidents	78	39	446	401	11
Assistance to Outside Agency	45	12	207	120	73
Child Seat Inspections	0	3	9	26	-65
Traffic Incidents	3	4	37	42	-12
Well-being Check	0	9	28	84	-67
Noise complaints	8	13	60	67	-10
Vehicle Lockout	27	36	217	258	-16
Fire/Ambulance Assistance	182	108	1149	788	46
Alarm Activations	114	115	833	788	6
Open Door Investigations	0	2	27	37	-27
Lost/Found Articles	12	12	91	113	-19
Runaway/Missing Persons	2	10	34	46	-26
Suspicious Auto/Person	47	43	418	321	30
Disturbance	7	22	81	123	-34
911 hangup/misdial	0	22	97	305	-68
Animal Complaints	42	32	270	234	15
Citizen Assists	52	15	235	184	28
School Crossings	0	21	211	354	-40
Solicitors	15	10	60	37	62
Community Contacts	12	32	142	199	-29
Curfew/Truancy	1	0	20	23	-13
Other	92	41	668	296	126

Hinsdale Police Department



# MONTHLY OFFENSE REPORT

AUGUST 2010

CRIME INDEX	This Month	This Mo. Last Yr	Yr. to Date	Last Yr. to Date
1. Criminal Homicide	0	0	0	0
2. Criminal Sexual Assault/Abuse	0	0	0	1
3. Robbery	0	1	1	3
4. Assault and Battery, Aggravated	0	1	1	3
5. Burglary/Residential	1	1	12	52
6. Theft	16	14	129	74
7. Auto Theft	0	3	2	5
8. Arson	1	0	1	0
TOTALS	18	20	146	138

**Hinsdale Police Department  
Training Summary  
August 2010**

- All officers completed their monthly legal update. Topics covered were: **Search – Curtilage of Residences; Juvenile Law – Arrest & Interrogation.**
- August 3-6, 2010—Officer Rauen successfully completed the **EnCase Network Intrusion Investigations** course and earned 32 hours in computer forensics training.
- August 17 & 31, 2010—Officers Hayes and Lillie attended their monthly **SWAT** training. Sergeant Bernholdt attended the training on August 17, 2010.
- August 19, 2010—Officer Hayes successfully completed an online recertification course as a **Breath Operator.**
- August 24-27, 2010—Officer Rauen successfully completed the **EnCase Advanced Internet Examination** and earned 32 hours in computer forensics training.
- August 25-27, 2010—Officer Coughlin attended a three-day seminar entitled **Laws of Arrest, Search and Seizure** sponsored by NEMRT.
- All officers completed roll call training by viewing a PowerPoint presentation on **Prisoner Transport Vehicle and Evidence Collection Van.**

**Submitted by:**

**Mark Mandarino, Sergeant**  
***Training Coordinator***



## Traffic Information Summary August 2010

- Deputy Chief Wodka spoke with a member of the Board of the Foxgate Subdivision (57<sup>th</sup> Street between Grant Street and Madison) reference concerns with student motorists from the high school during the after school hours. Traffic control devices have previously been installed to prevent left turns into the private subdivision by students attempting to avert exiting to Madison Street. This area had been added for selective enforcement during the start of the school year. Deputy Chief Wodka has also communicated these concerns to high school liaison Mark Keller and the deans office to make notifications to student drivers regarding this violation and implications the school may take to revoke parking privileges.
- Deputy Chief Wodka and members of the Investigations Division assisted with the start of school year by scheduling an increased presence of officers at each elementary school for the first nine days of school. Officers greeted students and parents, reviewed any changes to parking or traffic near the schools, and were available to assist with any concerns that may have been raised by parents.
- Deputy Chief Wodka and Officer Michael Coughlin assisted in the orientation and training of the Madison School 5<sup>th</sup> grade school safety patrol on August 31.
- Deputy Chief Wodka selected and trained new crossing guard staff to fill in as substitutes in the event of a crossing guard vacancy at a crossing location.
- The Hinsdale Police Department continues to monitor and approve overweight and oversized vehicle permits. During the month of August, 13 overweight permits were approved.
- The Hinsdale Police Department conducted five child safety seat inspections during the month of August.

Submitted by:

Mark Wodka  
*Deputy Chief of Administration*

# COLLISION SUMMARY — AUGUST 2010

All Collisions at Intersections			
LOCATION	This Month	Last 12 Months	Last 5 Years
County Line Rd. & 55th	1	5	41
Garfield & Hinsdale	1	3	32
Grant & Ninth	1	1	4
Grant & Sixth	1	1	3
Lincoln & Fifth	2	2	9
Lincoln & Hickory	1	2	11
Madison & Hinsdale	1	3	6
Madison & Maple	1	1	2
Monroe & Maple	1	2	2
Monroe & Ogden	2	6	64
Oak & Chicago	1	5	31
Oak & Ogden	1	2	17
Rt. 83 & 55th	1	2	78
Rt. 83 & Ogden	2	5	69
Washington & Maple	1	3	7
York & Ogden	1	5	98

All Collisions at Intersections			
LOCATION	This Month	Last 12 Months	Last 5 Years
Garfield & Hinsdale	1	3	15
Lincoln & Fifth	2	2	9
Lincoln & Hickory	1	2	10
Madison & Maple	1	1	2
Monroe & Maple	1	2	2
Oak & Chicago	1	4	13
Oak & Ogden	1	2	6
Washington & Maple	1	3	6

Contributing Factors and Collision Types			
Contributing Factors:		Collision Types:	
Failure to yield	1	Private property	12
Improper backing	9	Hit and run	12
Failure to reduce speed	15	Crashes at intersections	19
Following too closely	7	Personal injury	5
Driving skills/ knowledge	2	Pedestrian	0
Improper passing	1	Bicyclist	1
Too fast for conditions	2		
Improper turning	2		
Disobeyed traffic control device	0		
Improper lane usage	7		
Had been drinking	1		
Weather related	0		
Vehicle equipment	1		
Unable to determine	7		

# Manual on Uniform Traffic Control Devices Warrants

August 2010

The following warrants should be met prior to installation of a **two-way stop sign**:

1. Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
2. Street entering a through highway or street;
3. Unsignalized intersection in a signalized area; and/or
4. High speeds, restricted view, or crash records indicate a need for control by the STOP sign (defined by 5 or more collisions within a 12-month period).

The following warrants should be met prior to the installation of a **Multiway stop sign**:

1. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
2. A crash problem, as indicated by 5 or more reported crashes in a 12-month period, that is susceptible to correction by a multiway stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
3. Minimum volumes:
  - a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
  - b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
  - c. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
4. Where no single criterion is satisfied, but where Criteria 2, 3.a, and 3.b are all satisfied to 80 percent of the minimum values. Criterion 3.c is excluded from this condition.

## Option:

Other criteria that may be considered in an engineering study include:

1. The need to control left-turn conflicts;
2. The need to control vehicle/pedestrian conflicts near locations that generate high-pedestrian volumes;
3. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
4. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

The following warrants must be met prior to the installation of a **Yield sign**:

1. On a minor road at the entrance to an intersection where it is necessary to assign right-of-way to the major road, but where a stop sign is not necessary at all times, and where the safe approach speed on the minor road exceeds 10 miles per hour;
2. On the entrance ramp to an expressway where an acceleration ramp is not provided;
3. Within an intersection with a divided highway, where a STOP sign is present at the entrance to the first roadway and further control is necessary at the entrance between the two roadways, and where the median width between the acceleration lane; and
4. At an intersection where a special problem exists and where an engineering study indicates the problem to be susceptible to correction by use of the YIELD sign.

# Parking Citations — August 2010

## PARKING CITATIONS BY LOCATION

		This Month	This Month Last Year	YTD	Last YTD
<b>Chestnut Lot</b>	<i>Commuter Permit</i>	29	23	225	204
<b>Highland Lot</b>	<i>Commuter Permit</i>	11	8	85	80
<b>Village Lot</b>	<i>Commuter Permit</i>	37	62	330	317
<b>Washington Lot</b>	<i>Merchant Permit</i>	34	77	419	383
<b>Hinsdale Avenue</b>	<i>Parking Meters</i>	159	375	2,471	2,363
<b>First Street</b>	<i>Parking Meters</i>	161	353	2,388	2,163
<b>Washington Street</b>	<i>Parking Meters</i>	262	512	3,283	2,817
<b>Lincoln Street</b>	<i>Parking Meters</i>	8	41	217	264
<b>Garfield Lot</b>	<i>Parking Meters</i>	119	153	1,036	1,033

## VIOLATIONS BY TYPE

	This Month	This Month Last Year	YTD	Last YTD
<b>Parking Violations</b>				
METER VIOLATIONS	736	1,404	9,807	8,778
HANDICAPPED PARKING	2	5	51	49
NO PARKING 7AM-9AM	19	22	139	188
NO PARKING 2AM-6AM	137	74	916	711
PARKED WHERE PROHIBITED BY SIGN	54	82	500	511
NO VALID PARKING PERMIT	31	102	438	480
<b>Vehicle Violations</b>				
VILLAGE STICKER	82	75	703	753
REGISTRATION OFFENSE	63	55	404	336
VEHICLE EQUIPMENT	9	5	179	54
<b>Animal Violations</b>	7	4	79	61

## **Youth Bureau Summary**

### **August 2010**

On August 15, a patrol officer observed three male juveniles walking to Mobil gas station at 2:12 a.m. The officer stopped the group and they all stated they were in 8<sup>th</sup> grade. The Officer took them back to the station, called their parents, and released them.

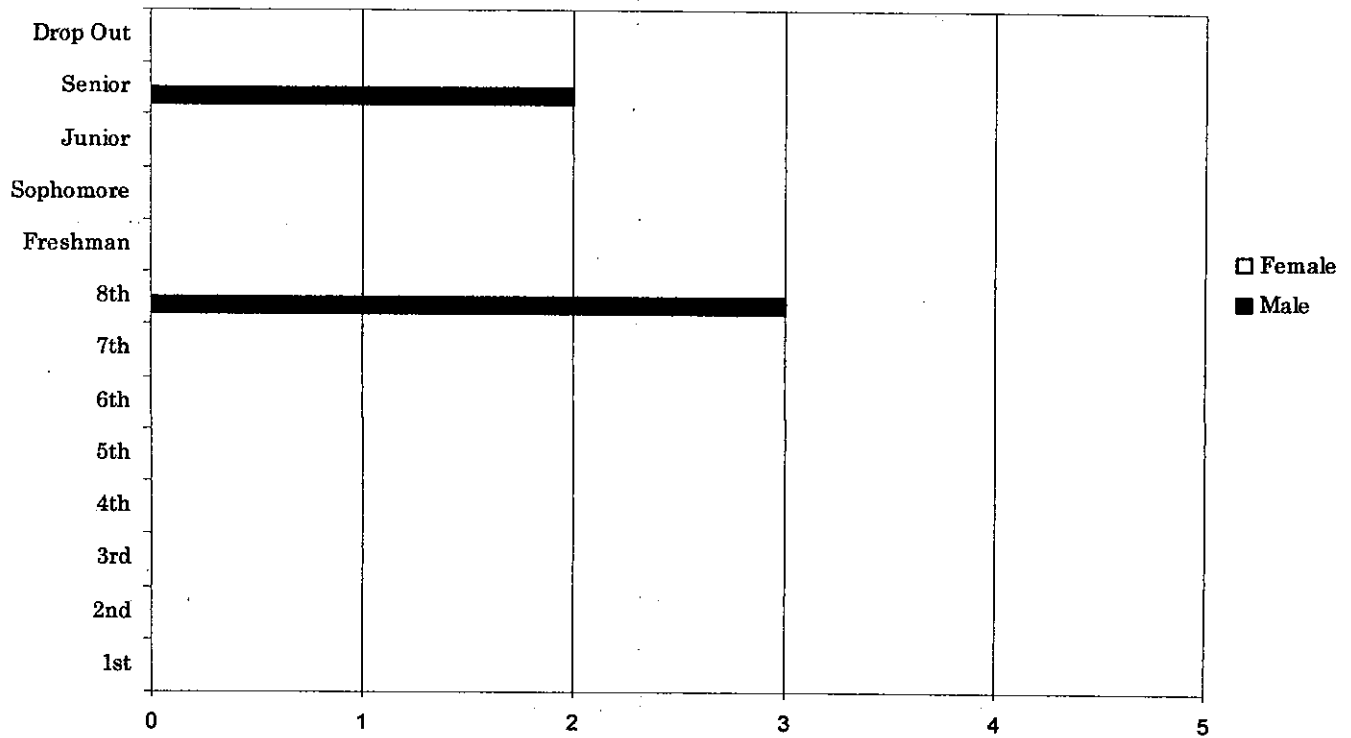
On August 31, at approximately 10:00 a.m., the School Resource Officer at Hinsdale Central High School observed two high school students walking down 55<sup>th</sup> Street. He stopped them and they admitted to cutting class. He took them back to school and cited both for Violation of School Curfew.

Submitted by:

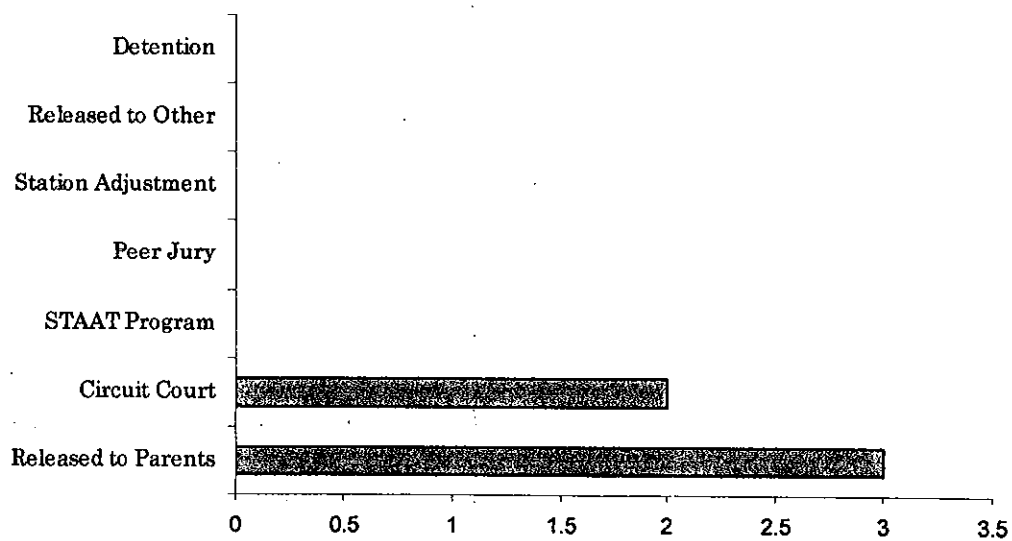
Joseph Rauen  
*Detective/Youth Officer*

# Hinsdale Police Department Juvenile Monthly Report August 2010

## AGE AND SEX OF OFFENDERS

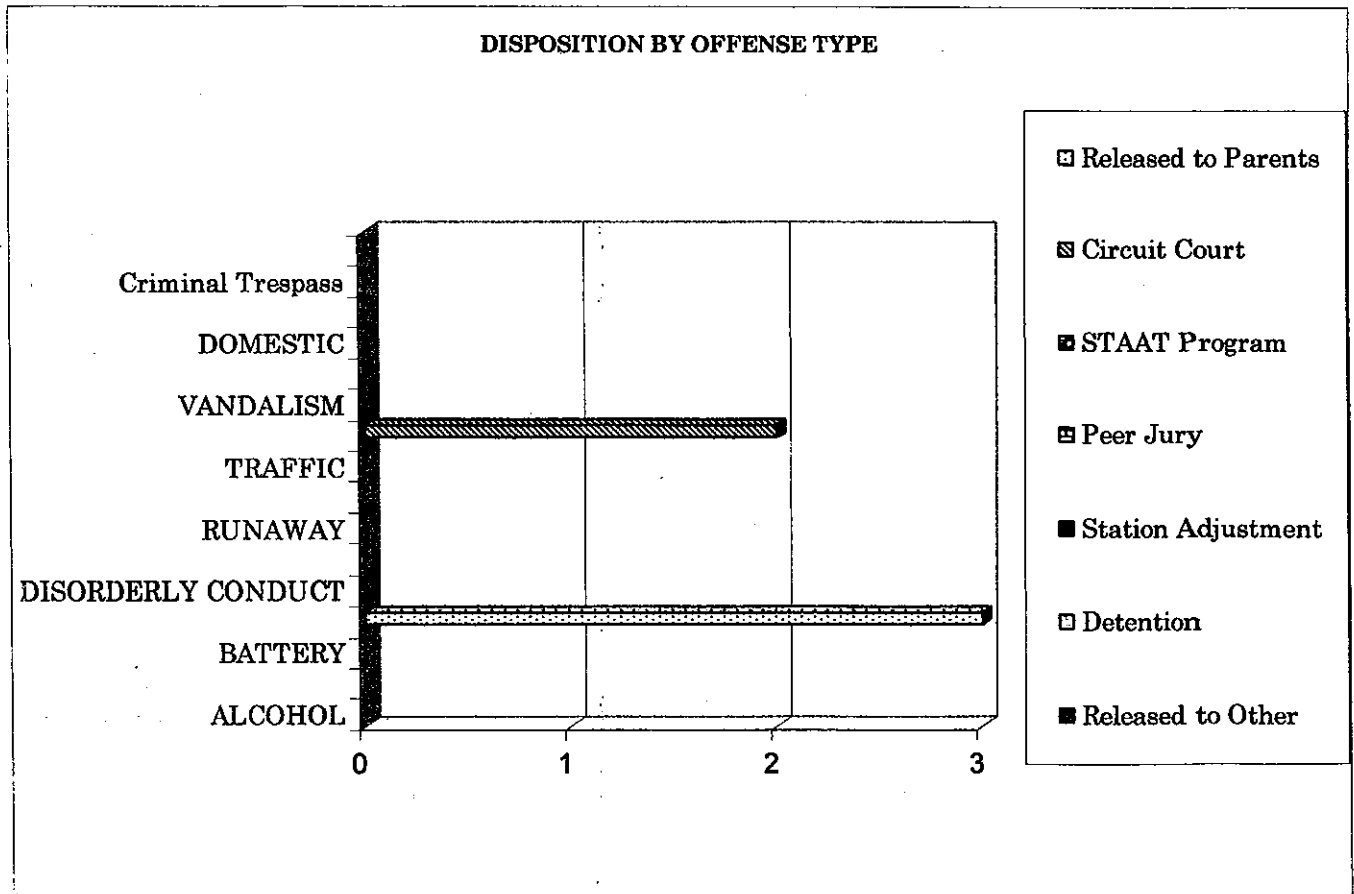


## DISPOSITION OF CASES

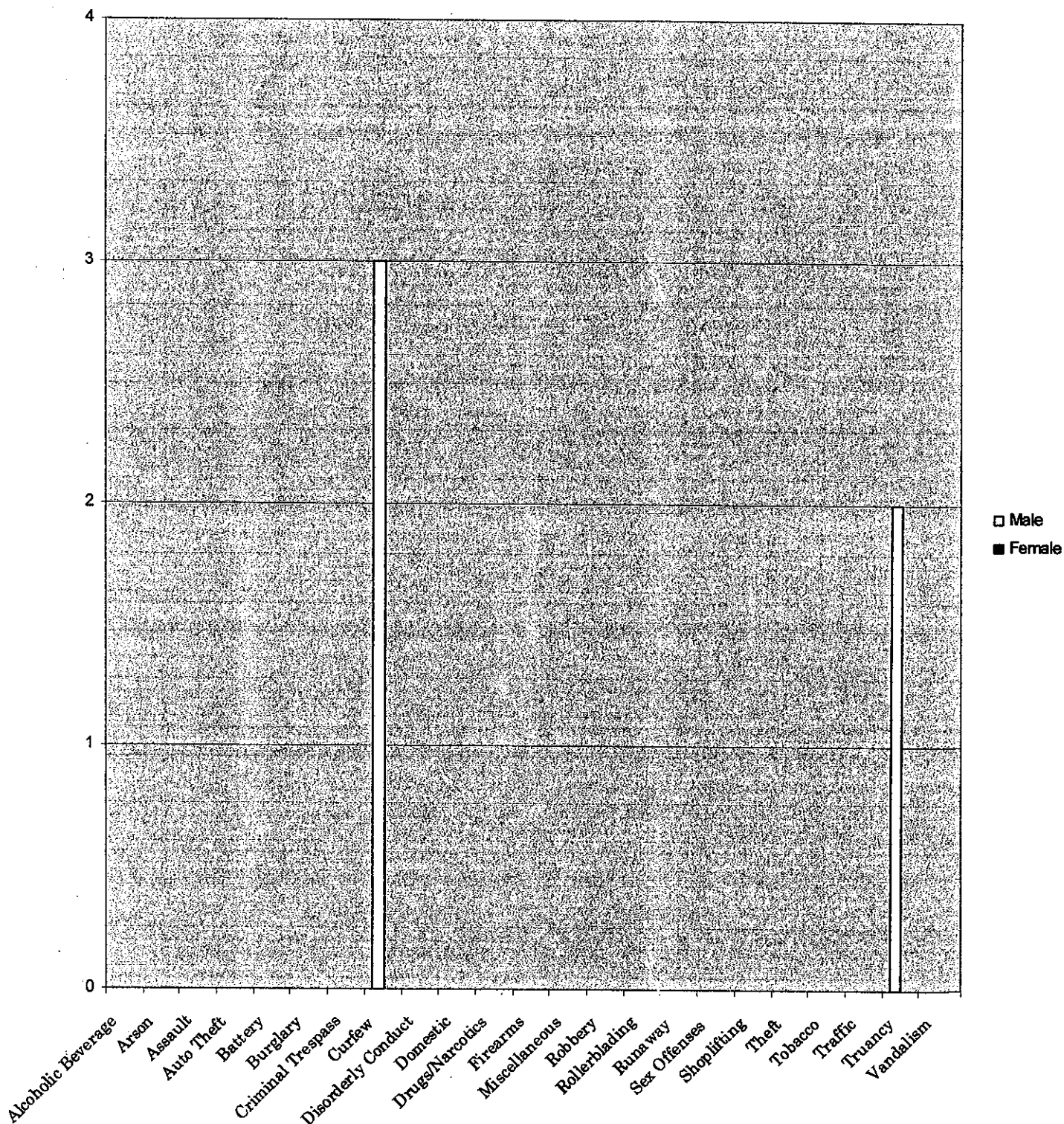




**Hinsdale Police Department  
Juvenile Monthly Report  
August 2010 — continued**



Hinsdale Police Department  
**Juvenile Monthly Offenses Total Offenses by Offense Type**  
 August 2010





## ***Hinsdale Fire Department Monthly Report August 2010***



### ***Emergency Response***

In August the Hinsdale Fire Department responded to a total of 226 requests for assistance for a total of 1785 responses this calendar year. There were 55 simultaneous responses and 9 train delays this month. The responses are divided into three (3) basic categories as follows:

<b><i>Type of Response</i></b>	<b><i>August 2010</i></b>	<b><i>% of Total</i></b>	<b><i>August 2009</i></b>
<b>Fire:</b> (Includes activated fire alarms, fire and reports of smoke)	<b>110</b>	<b>48.7%</b>	<b>76</b>
<b>Ambulance:</b> (Includes ambulance requests, vehicle accidents and patient assists)	<b>88</b>	<b>38.9%</b>	<b>77</b>
<b>Emergency:</b> (Includes calls for hazardous conditions, rescues, service calls and extrications)	<b>28</b>	<b>12.4%</b>	<b>43</b>
<b>Simultaneous:</b> (Responses while another call is on- going. Number is included in total)	<b>55</b>	<b>24.3%</b>	<b>44</b>
<b>Train Delay:</b> (Number is included in total)	<b>9</b>	<b>4%</b>	<b>4</b>
<b>Total:</b>	<b>226</b>	<b>100%</b>	<b>196</b>

### ***Year to Date Totals***

**Fire: 672      Ambulance: 715      Emergency: 398**

**2010 Total: 1785**

**2009 Total: 1566**

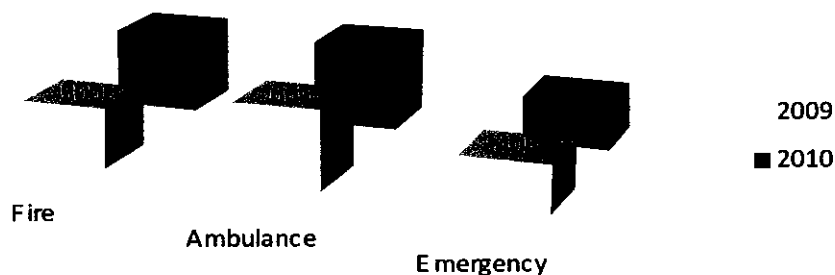


# *Hinsdale Fire Department Monthly Report August 2010*

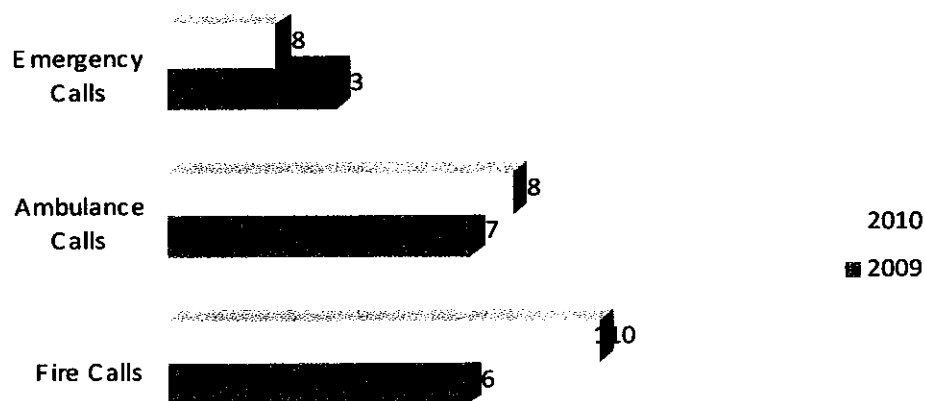


## *Emergency Response*

### Type of Responses Year to Date



### Total Calls for August



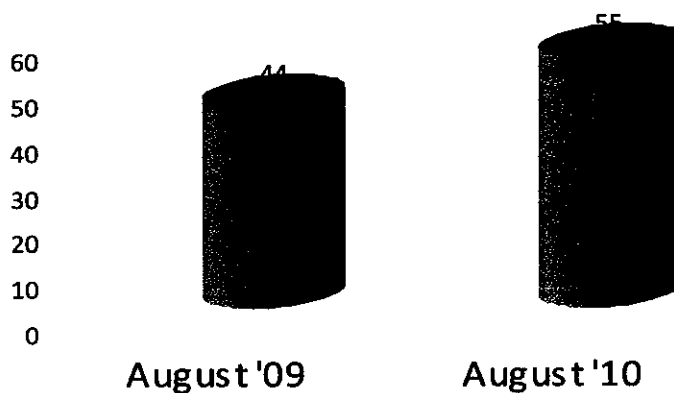


## *Hinsdale Fire Department Monthly Report August 2010*

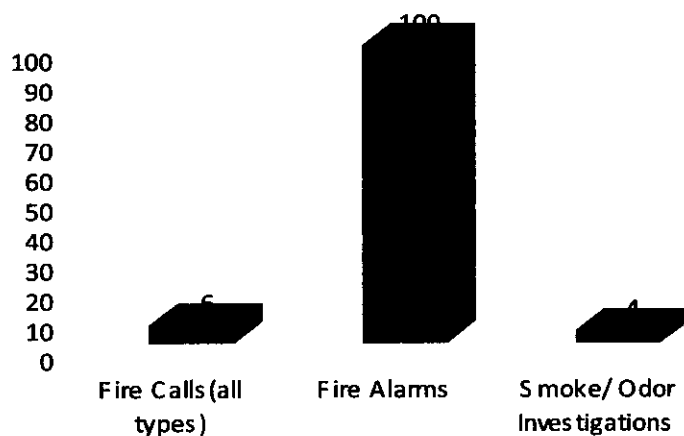


### *Emergency Response*

#### **Simultaneous Calls**



#### **Distribution of Fire Related Calls**



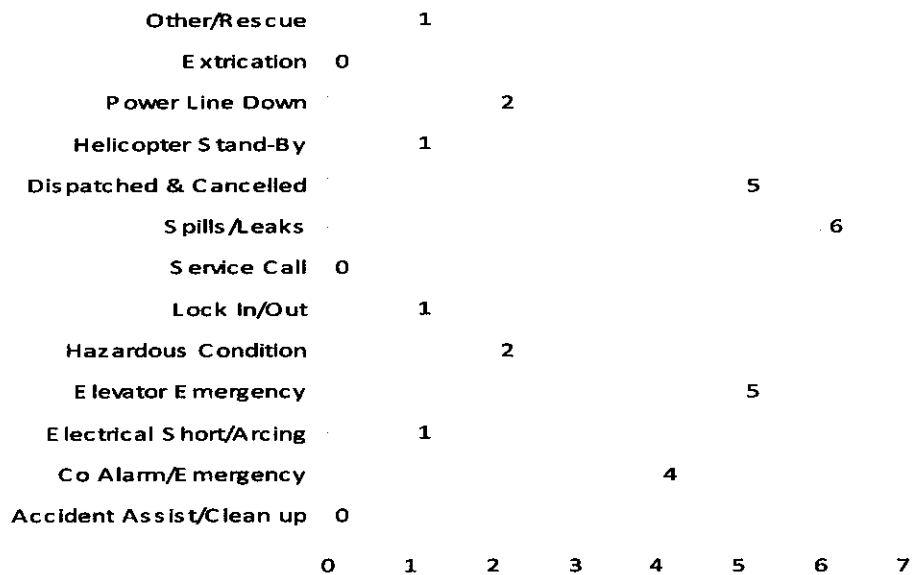


## *Hinsdale Fire Department Monthly Report August 2010*

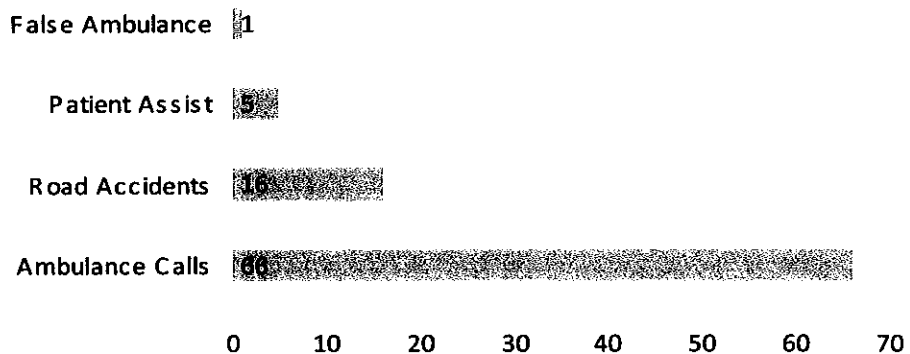


### *Emergency Response*

#### **Distribution of Emergency Related Calls**



#### **Distribution of EMS Related Calls**





## ***Hinsdale Fire Department Monthly Report August 2010***



### ***Incidents of Interest***

- On August 6<sup>th</sup>, the Department assisted the Clarendon Hills Fire Department with a report of smoke in the building in the 100 block of Prospect.
- On August 9<sup>th</sup>, the Department assisted the Pleasantview Fire Protection District with two responses; one for a kitchen fire and the other for smoke in the building at a commercial occupancy on Burr Ridge Parkway.
- On August 12<sup>th</sup>, the Department responded to 920 N. York for the smoke odor investigation. Members determined that the cause was due to a power outage in the area.
- On August 12<sup>th</sup>, the Department responded to Brook Park for the fire on the tennis courts. Members found a plastic bottle filled with gasoline and a wick had been thrown on the tennis courts. The fire was out on arrival. Police were investigating the incident.
- On August 15<sup>th</sup>, the Department responded for a helicopter landing at 421 E. Ogden. Members assisted the medical crew in the transportation of a patient from Hinsdale Hospital.
- On August 17<sup>th</sup>, the Department responded to Manor Care Nursing Home for a small fire. The fire was out on arrival. Members secured the area from any additional hazards.

On August 17<sup>th</sup>, the Department responded for the gas grill on fire in the 600 block of north Oak St. The fire was extinguished and damage was estimated at \$400.00.

- On August 20<sup>th</sup>, the Department responded for the vehicle fire in close proximity to a house in the 400 block of Bonnie Brae. On arrival, members found a carpet cleaning van that was fully involved in fire. The fire was extinguished and members checked the residence for any extension of heat or fire. The fire was contained to the vehicle. The cause of the fire was accidental in nature and linked to the mechanical equipment used to clean the carpets.
- On August 20<sup>th</sup>, the Department responded to a dumpster fire at Madison School. The fire was contained to the dumpster and extinguished.



***Hinsdale Fire Department  
Monthly Report  
August 2010***



***Training/Events***

In August, the members of the Hinsdale Fire Department continued their scheduled fire and EMS training.

Training highlights for the month of August consisted of:

- Department members reviewed the use of the radiation detection equipment as part of the annual hazardous materials training
- Department members practiced ground ladder placement and use at a house scheduled for demolition at 326 Forest Rd.
- Department paramedics continued their monthly education with a program on recognizing and treating various infectious diseases.
- Department members utilized a house under renovation on north Clay St. to review construction methods utilized to transfer loads to a foundation. Understanding how structures are constructed is beneficial in fighting fires in a structure.
- Department members utilized the hill located behind Public Works to review various methods to immobilize a victim and bring them up a sloped surface.
- Department members continued their driving program with various apparatus as required by NFPA.
- Members familiarized themselves with various buildings in the Village as part of our on-going update of building pre-plans.
- Captain Votava attended a training session on August 23<sup>rd</sup> to review NIMS requirements.





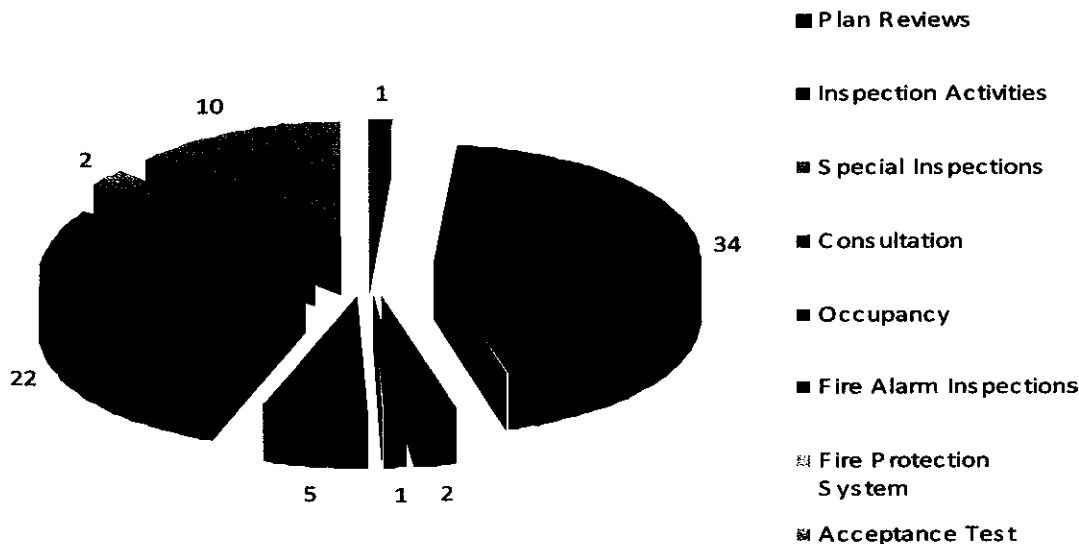
## ***Hinsdale Fire Department Monthly Report August 2010***



### ***Prevention Activities***

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.

### **Prevention Activities in August**



### ***Fire Prevention/Safety Education:***

- Inspector McElroy attended a seminar the use of antifreeze in residential fire sprinkler systems and the dangers this presents.
- Inspector McElroy worked closely with District 181 administration to finalize changes in the District's Crisis Plan
- The Department conducted CPR classes for the public on August 27<sup>th</sup> and 28<sup>th</sup>.
- The Department participated in the Uniquely Thursday event on August 5<sup>th</sup> and 19<sup>th</sup>, providing public education on our equipment and various fire safety topics.
- On August 29<sup>th</sup>, the Department participated in the annual Ice Cream Social in Burlington Park.



## ***Hinsdale Fire Department Monthly Report August 2010***



### ***The Survey Says...***

Each month, the department sends out surveys to those that we provide service to. These surveys are valuable in evaluating the quality of the service we provide and are an opportunity for improvement.

#### ***Customer Service Survey Feedback:***

We received 26 responses in the month of August with the following results:

***Were you satisfied with the response time of our personnel to your emergency?***

***Yes- 26/26***

***Was the quality of service received-***

***"Higher" than what I expected- 22/26***

***"About" what I expected- 4/26***

#### ***Miscellaneous Comments:***



***"The paramedics offered a lot of comfort by constantly telling me what they were doing, what my vitals were and what they were going to do next. They were very polite and professional. They gave me a lot of comfort at a very trying and scary time."***

***"I had just moved to Hinsdale and locked myself and baby out of our house. Thanks to the guys who came out and "broke in" for us!! (Even though it interrupted a Blackhawk's game) They did a great job and nothing was damaged."***

***"This is the first time I ever used an ambulance. The service was professional, personal and re-assuring."***

DATE: September 20, 2010

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING DEPARTMENT</b>		
<b>SECTION NUMBER</b> Zoning and Public Safety Committee		<b>Community Development</b>		
<b>ITEM</b> Referral: Case A-14-2010 - Applicant: Hinsdale Township High School District 86- Location: 303-315 W. 57 <sup>th</sup> Street: Map Amendment		<b>APPROVAL</b>		
<p>The applicant, Hinsdale Township High School District 86, represented by Jeff Eagan, is requesting approval of a map amendment to the subject property to rezone it to IB Institutional Buildings District to fit with the existing zoning of the remaining High School Property. The rezoning is requested to fulfill that required and agreed to in the attached Intergovernmental Agreement.</p> <p>In 2005, High School District 86 purchased the residential property and entered in to Intergovernmental Agreements with the Village regarding the properties commonly known as 303-315 W. 57<sup>th</sup> Street. The lots are currently zoned R-3 Single-Family Residential, but per the attached intergovernmental agreement, the School District agreed to rezone the property to IB, Institutional Buildings to match the existing zoning of the remaining High School property.</p> <p><b>MOTION: Move to recommend to the Board of Trustees that the application for Case A-14-2010, 303-315 W. 57<sup>th</sup> Street, be referred to the Plan Commission for review and consideration.</b></p>				
<b>APPROVAL</b> 	<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				



**VILLAGE  
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

**GENERAL APPLICATION**

**I. GENERAL INFORMATION**

**Please Note: You MUST complete and attach all appropriate applications and standards applicable to your specific request to this application.**

**Applicant**

Name: Jeff Eagan/Business Manager  
Address: 5500 S. Grant Street  
City/Zip: Hinsdale, IL 60521  
Phone/Fax: (630) 655-6100/ (630) 325-9153  
E-Mail: jeagan@hinsdale86.org

**Owner**

Name: Hinsdale Township H.S. District 86  
Address: SAME  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Disclosure of Village Personnel:** (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

- 1) N/A
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

## II. SITE INFORMATION

Address of subject property: 303,307,311,315 West 57<sup>th</sup> Street

Property identification number (P.I.N. or tax number): 09 - 13 - 100 - 011,012,013,014

Brief description of proposed project: Since 2003, the District has purchased 4 single family homes adjacent to its Hinsdale Central High School campus. Each home has been demolished and converted to open green space. Rezoning these properties was part of two Intergovernmental Agreements from 2003 and 2005.

General description or characteristics of the site: 4 empty lots- open green space.

Existing zoning and land use: R-3 Open green space

Surrounding zoning and existing land uses:

North: Hinsdale Central High School South: Residential

East: Hinsdale Central High School West: Residential

Proposed zoning and land use: open green space

Existing square footage of property: 0 square feet

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

☐ Site Plan Disapproval 11-604

☐ Design Review Permit 11-605E

☐ Exterior Appearance 11-606E

☐ Special Use Permit 11-602E

Special Use Requested: \_\_\_\_\_

☒ Map and Text Amendments 11-601E  
Amendment Requested: R-3 to IB

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

# TABLE OF COMPLIANCE

Address of proposed request: 303,307,311,315 West 57<sup>th</sup> Street, Hinsdale, IL 60521

The following table is based on the \_\_\_\_\_ Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area		
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio (F.A.R.)*		
Maximum Total Building Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements		
Parking front yard setback		
Parking corner side yard setback		
Parking interior side yard setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure Information		

\* Must provide actual square footage number and percentage.

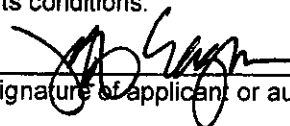
Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance:

## CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 27th day of May, 2010, I/We have read the above certification, understand it, and agree to abide by its conditions.

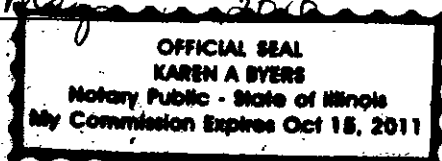
  
Signature of applicant or authorized agent

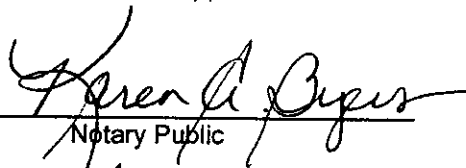
Jeff Eagan, Business Manager  
Name of applicant or authorized agent

\_\_\_\_\_  
Signature of applicant or authorized agent

\_\_\_\_\_  
Name of applicant or authorized agent

SUBSCRIBED AND SWORN  
to before me this 27th day of  
May, 2010



  
Notary Public



**VILLAGE  
OF HINSDALE** FOUNDED IN 1873

**COMMUNITY DEVELOPMENT  
DEPARTMENT  
ZONING CODE TEXT AND MAP  
AMENDMENT APPLICATION**

**Must be accompanied by completed Plan Commission Application**

**Address of the subject property or description of the proposed request:** \_\_\_\_\_

303, 307, 311, 315 West 57<sup>th</sup> Street, Hinsdale, IL 60521

**REVIEW CRITERIA**

Section 11-601 of the Hinsdale Zoning Code regulates Amendments. The amendment process established is intended to provide a means for making changes in the text of the Zoning Code and in the zoning map that have more or less general significance or application. It is not intended to relieve particular hardships nor to confer special privileges or rights. Rather, it is intended as a tool to adjust the provisions of the Zoning Code and the zoning map in light of changing, newly discovered, or newly important conditions, situations, or knowledge. The wisdom of amending the text of the Zoning Code is a matter committed to the sound legislative discretion of the Board of Trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, the below criteria.

Below are the 14 standards for amendments that will be the criteria used by the Plan Commission and Board of Trustees in determining the merits of this application. Please respond to each standard as it relates to the application. Please use an additional sheet of paper to respond to questions if needed. If the standard is not applicable, please mark N/A.

1. The consistency of the proposed amendment with the purpose of this Code.

This request is to reclassify these 4 properties as required in the 2003 and 2005

Intergovernmental Agreements between the Village of Hinsdale and District 86

2. The existing uses and zoning classifications for properties in the vicinity of the subject property.

Open green space R-3



3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.

N/A

4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.

N/A

5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.

N/A

6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

N/A

7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

N/A

8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

N/A

9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.

The District has no plans to build residential houses on these properties.

10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment. \_\_\_\_\_

N/A

11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.

N/A

12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property. \_\_\_\_\_

303, 307, 311 = 2003

315 = 2005

13. The community need for the proposed amendment and for the uses and development it would allow. \_\_\_\_\_

Increased open green space for Hinsdale Central High School campus.

14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area. \_\_\_\_\_

This request is to reclassify these 4 properties as required in the 2003 and 2005

Intergovernmental Agreements between the Village of Hinsdale and District 86.

INTERGOVERNMENTAL AGREEMENT  
BETWEEN HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86  
AND THE VILLAGE OF HINSDALE  
RELATED TO USE OF CERTAIN PROPERTY  
FOR THE HINSDALE CENTRAL HIGH SCHOOL CAMPUS

AGREEMENT made the 19<sup>th</sup> day of September, 2005, between the VILLAGE OF HINSDALE, DuPage County, Illinois, an Illinois unit of local government and municipal corporation ("VILLAGE") and HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86, DuPage and Cook Counties, Illinois, an Illinois unit of local government and public school district ("SCHOOL") (hereinafter referred to from time to time collectively as the "PARTIES");

WITNESSETH:

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract or otherwise associate among themselves, and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq. provides, inter alia, that ". . . (A)ny power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State. . ."; and

WHEREAS, the SCHOOL is the owner of a parcel of property located adjacent to the Hinsdale Central High School Site and further described on *Exhibit A* hereto (the "SUBJECT PROPERTY"), which is presently zoned R-3 by the VILLAGE and which the

School has no immediate plans for use and intends to maintain such as open green space and may entertain use by the Hinsdale Central Athletic or Physical Education department in support of their programs; and

WHEREAS, the SUBJECT PROPERTY, although currently classified in a single family residential district, is situated adjacent to the High School, is no longer intended to be put to single family use by the SCHOOL, and may logically be considered to be a part of, and appropriate and proper for, the High School campus; and

WHEREAS, the President and Board of Trustees of the VILLAGE have determined that, under all of the circumstances, the SUBJECT PROPERTY may properly be considered for reclassification into the IB Institutional Buildings District of the VILLAGE'S Zoning Code so long as the permanent use of the SUBJECT PROPERTY is sensitive to the existing residential uses near the SUBJECT PROPERTY and the High School; and

WHEREAS, the SCHOOL has determined that it is appropriate to work with the VILLAGE to develop a plan for the permanent use of the SUBJECT PROPERTY, which plan would be sensitive to those nearby residential uses; and

WHEREAS, in furtherance of that effort, the SCHOOL intends to seek reclassification of the SUBJECT PROPERTY by the VILLAGE into the IB District;

NOW THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed as follows:

1. INCORPORATION OF RECITALS. The recitals set forth in the foregoing preamble are specifically incorporated into and made a part of this AGREEMENT as though fully set forth in this Section 1.

2. DEMOLITION OF EXISTING STRUCTURES. The parties agree that the SCHOOL's demolition of the existing single family residences and related structures located on the SUBJECT PROPERTY shall be carried out under the jurisdiction of the DuPage County Regional Office of Education, pursuant to those rules and procedures set forth in the School Health/Life Safety Code for Public Schools, 23 Ill. Admin. Code Part 180. The SCHOOL will provide notice to neighboring property owners and comply with the requirements of all jurisdictional entities with respect to such demolition, and required under the School Health/Life Safety Code for Public Schools. The Village shall not require a permit or fee for such demolition, but the SCHOOL shall comply with the VILLAGE's standards related to storm water management, dust control, and street and sidewalk clean-up during demolition and related to the restoration of streets and rights of way disturbed or damaged during demolition.

3. FUTURE USE OF SUBJECT PROPERTY. The SCHOOL shall apply to the VILLAGE for reclassification of SUBJECT PROPERTY into the IB District. The VILLAGE shall process that application in its customary manner, without undue delay. As part of that consideration, the VILLAGE recognizes and acknowledges the SCHOOL's interest in using the SUBJECT PROPERTY for purposes consistent with and in furtherance of its educational purposes, and the SCHOOL recognizes and acknowledges the VILLAGE's interest in zoning and related matters concerning the SUBJECT PROPERTY, including the impact of the use of the SUBJECT PROPERTY on adjacent and nearby properties, automobile and pedestrian transportation infrastructure, and storm water management.

4. MUTUAL ASSISTANCE. The PARTIES shall do all things necessary or appropriate to carry out the terms and provisions of this AGREEMENT and to aid and assist each other in furthering the objectives of this AGREEMENT and the intent of the PARTIES as reflected by the terms of this AGREEMENT, including, without limitation, the giving of such notices, the holding of such meetings, the enactment by the PARTIES of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the PARTIES' compliance with the terms and provisions of this AGREEMENT, and as may be necessary to give effect to the objectives of this AGREEMENT and the intentions of the PARTIES as reflected by the terms of this AGREEMENT. The PARTIES agree that they shall meet and confer as necessary to cooperatively work to address and resolve new issues which may arise subsequent to the approval of this AGREEMENT.

5. NON-WAIVER AND NON-CONSENT TO JURISDICTION. The PARTIES agree and understand that this AGREEMENT is being entered into for the purpose of cooperatively furthering each of their respective corporate purposes and in a spirit of intergovernmental cooperation. The PARTIES do not waive any claim or right to jurisdiction or authority, whether mutual or exclusive, over any matter between them, and this AGREEMENT is not intended to be, and shall not be construed or applied to be, a waiver of any legal status or claim of jurisdiction or authority by either PARTY.

6. NOTICES. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail, return receipt requested. Such notice shall be addressed to:

The VILLAGE at:

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

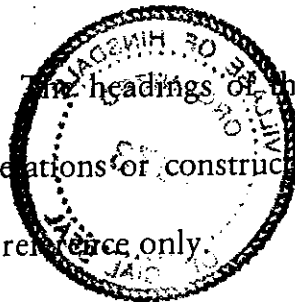
The SCHOOL at:

Asst. Superintendent for Business  
Hinsdale Twp. High School #86  
Administration Building  
55th and Grant Streets  
Hinsdale, Illinois 60521

7. ENTIRE AGREEMENT. This AGREEMENT, including the Exhibits attached hereto, represents the entire agreement between the PARTIES hereto and no other agreements shall be valid unless in writing and signed by each of the PARTIES hereto.

8. NON-MERGER. The covenants, agreements, representations and undertakings of the PARTIES shall not merge into the grants of easements and other related documents delivered by and between the PARTIES, but shall expressly survive the recording of said grants of easements and other related documents for an unlimited duration.

9. HEADINGS. The headings of the various sections of this AGREEMENT are not intended as interpretations or construction of any such section, but are used for purposes of convenience or reference only.



10. COUNTERPARTS. This AGREEMENT shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same AGREEMENT.

11. AUTHORIZED EXECUTION. The PARTIES represent that the individual officers who have executed this AGREEMENT below on behalf of their respective governing boards have been duly authorized to do so by, in the case of the VILLAGE, by a majority vote of its corporate authorities, and in the case of the SCHOOL, by a majority vote of the members of its governing board, such votes having been taken at duly convened public meetings.

12. SEVERABILITY. If any term or provision of this AGREEMENT shall be held invalid or unenforceable, the remaining terms and provisions of this AGREEMENT shall not be affected thereby, but each term and provision of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the PARTIES have set their hands and seals on the date first above written.

BOARD OF TRUSTEES OF  
VILLAGE OF HINSDALE  
DuPage County, Illinois

By: M. L. Wa  
Its President

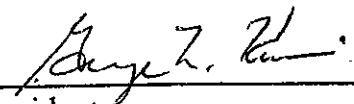
ATTEST:

[Signature]  
Its Clerk





BOARD OF EDUCATION OF HINSDALE  
TOWNSHIP HIGH SCHOOL DISTRICT  
NUMBER 86, DuPage and Cook Counties,  
Illinois

By:   
Its President

ATTEST:

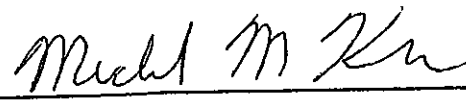
  
Its Secretary

EXHIBIT A

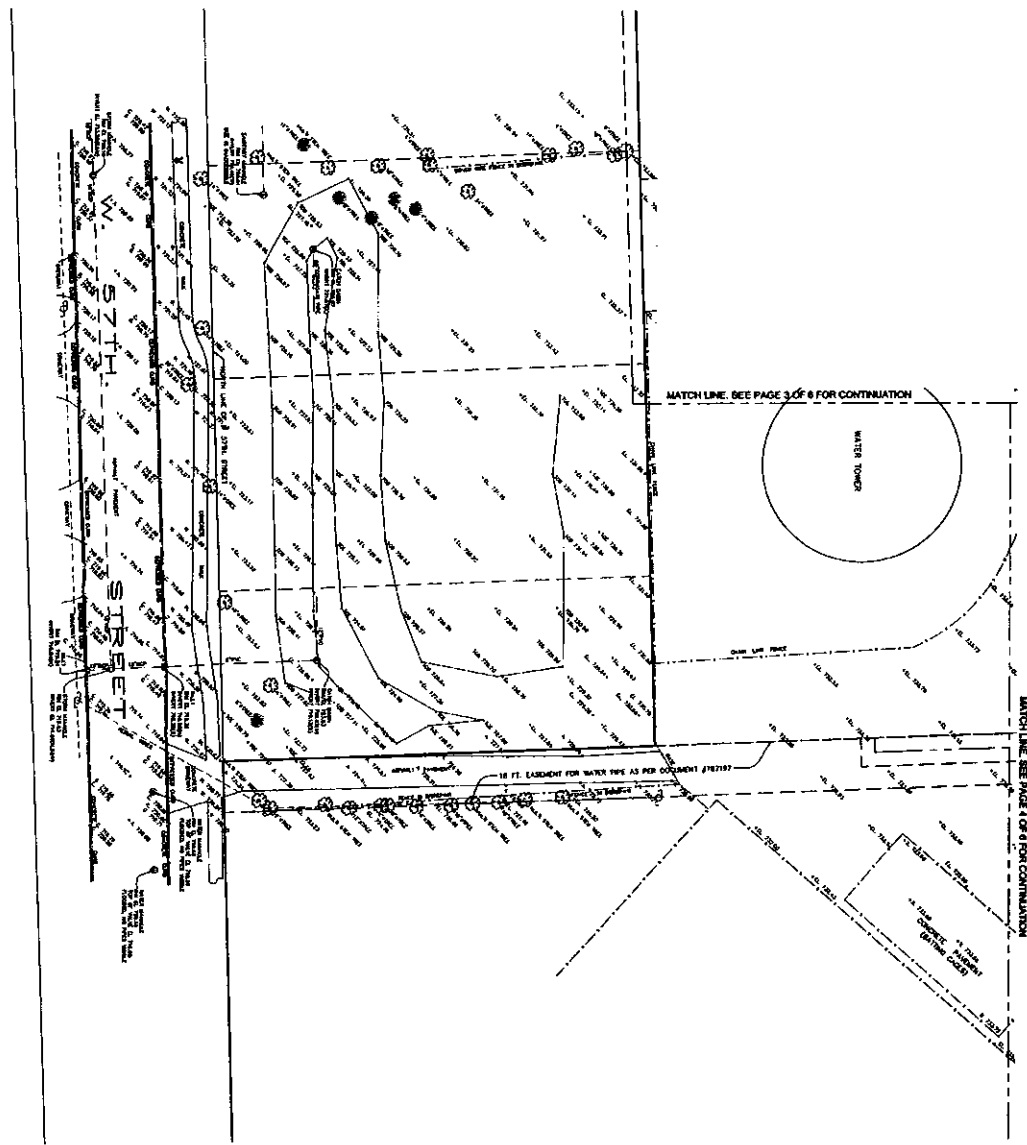
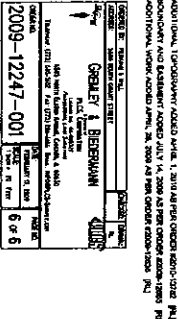
DESCRIPTION OF SUBJECT PROPERTY

Street Addresses:

Property #1 – 315 West 57<sup>th</sup> Street, Hinsdale, Illinois





A=ASPHALT ELEVATION  
 GR=GRAVEL ELEVATION  
 PFL=PAVED FLOOR ELEVATION  
 W=WALK ELEVATION  
 X=CONCRETE ELEVATION  
 T=TOP OF ROOF ELEVATION  
 TOS=TOP OF BANK ELEVATION  
 C=CURB ELEVATION  
 Q=OUTLET ELEVATION  
 EL=ELEVATION



DATE: September 20, 2010

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING DEPARTMENT</b>		
<b>SECTION NUMBER</b> Zoning and Public Safety Committee		Community Development		
<b>ITEM</b> 303-315 W. 57 <sup>th</sup> Street – Hinsdale Township High School District 86 – Request for Waiver of Fees		<b>APPROVAL</b>		
<p>The applicant, Hinsdale Township High School District 86, represented by Jeff Eagan, is requesting a waiver of the required fees. The applicant has included the request for the waiver in the form of the attached memo.</p> <p>Should the recommendation be to approve the requested waiver of fees, the following motion would be appropriate:</p> <p><b>MOTION: Move to recommend to the Board of Trustees that a waiver of fees be granted for the Plan Commission application required at 303-315 W. 57<sup>th</sup> Street, Hinsdale Township High School District 86.</b></p>				
<b>APPROVAL</b> 	<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

**HINSDALE  
TOWNSHIP**  
HIGH SCHOOL DISTRICT 86

*Tradition  
of  
Excellence*

Dr. Nicholas D. Wahl  
*Superintendent of  
Schools*

Dr. Bruce Law  
*Assistant Superintendent  
for Instruction*

Troy A. Courtney  
*Director of  
Human Resources*

Dr. Joyce Powell  
*Director of  
Student Services*

Jeffrey T. Eagan  
*Business Manager*

September 3, 2010

Mr. David Cook, Village Manager  
Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, IL 60521

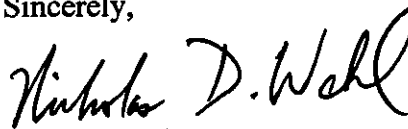
Re: Fee Waiver for Re-zoning Application

Dear Mr. Cook:

Please let this serve as a formal request to waive fees associated with the re-zoning application for work on the 57<sup>th</sup> Street property (303, 307, 311, 315 West 57<sup>th</sup> Street). We understand that this does not waive direct costs that the Village may have incurred in processing this project, but request a fee waiver for non-direct costs related to this project. We appreciate the Village's consideration and look forward to your response in the near future.

If you have any questions regarding this request, please contact my office.

Sincerely,



Dr. Nicholas D. Wahl  
Superintendent of Schools

Date: 9/13/10

**REQUEST FOR BOARD ACTION**

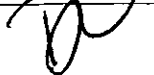
<b>AGENDA</b> <b>SECTION NUMBER</b>	<b>ZONING &amp; PUBLIC</b> <b>SAFETY</b>	<b>ORIGINATING</b> <b>DEPARTMENT</b>	<b>FIRE</b>
<b>ITEM NUMBER</b>	Ordinance Approving an Intergovernmental Agreement between the Village of Hinsdale, the Village of Clarendon Hills and the Clarendon Hills Park District.		<b>APPROVED</b> Chief Michael Kelly

**SUMMARY OF REQUESTED ACTION**

This Ordinance approves entering into an Intergovernmental Agreement with the Village of Clarendon Hills and the Clarendon Hills Park District for the purpose of improving a gate located at the Lions Pool in Clarendon Hills that provides emergency access between the two Villages on the south side of the Burlington RR. This Intergovernmental Agreement outlines the responsibilities for the installation of improvements to an existing gate by the Lions Park Pool. The improvements would automate this gate to allow it to be automatically controlled by emergency responders which would improve the response time between the Villages of Clarendon Hills and Hinsdale on the south side of the Burlington RR. Quotes have been obtained to automate this gate and to contain the costs the Village of Hinsdale electrician would be responsible for providing the electrical supply for the gate. The Village of Hinsdale would be responsible for the initial installation of the equipment needed to automate the gate and the ongoing maintenance and repair to the gate would be shared equally between the Villages.

**MOTION:** To recommend to the Board of Trustees approve an Ordinance Approving an Intergovernmental Agreement Between the Village of Hinsdale, the Village of Clarendon Hills and the Clarendon Hills Park District

**STAFF APPROVALS**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S</b> <b>APPROVAL</b> 
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**COMMITTEE ACTION:**

**BOARD ACTION:**

VILLAGE OF HINSDALE

ORDINANCE NO. O2010-\_\_\_\_\_

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF HINSDALE, THE CLARENDON HILLS  
PARK DISTRICT AND THE VILLAGE OF CLARENDON HILLS**

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2010), authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2010) ("the Act"); and

WHEREAS, Village of Hinsdale ("Hinsdale"), the Clarendon Hills Park District ("Park District") and the Village of Clarendon Hills ("Clarendon Hills") (also collectively referred to as the "Parties") are public agencies as that term is defined by the Act, 5 ILCS 220/2; and

WHEREAS, the Park District operates a facility commonly known as Lions Park Pool located in Clarendon Hills, Illinois ("Lions Pool"); and

WHEREAS, Hinsdale has agreed to install improvements to an existing gate located at Lions Pool to automate the gate, and Hinsdale and Clarendon Hills desire to equally share the costs to maintain and repair the automated gate pursuant to the terms and conditions contained in the Intergovernmental Agreement, attached hereto.

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 Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Intergovernmental Agreement Approved. The Intergovernmental Agreement between the Village of Hinsdale, the Clarendon Hills Park District and the Village of Clarendon Hills, attached hereto and incorporated herein by reference as Exhibit A, is approved in substantially the form attached.

Section 3. Execution of Intergovernmental Agreement. The Village President and the Deputy Village Clerk are directed to execute the Agreement on behalf of the Village in substantially the form attached.

Section 4. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2010.

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

ATTEST:

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



**AN INTERGOVERNMENTAL AGREEMENT FOR THE INSTALLATION  
OF IMPROVEMENTS TO A GATE LOCATED AT LIONS PARK POOL,  
CLARENDON HILLS, ILLINOIS, AND FOR  
THE ONGOING MAINTENANCE AND REPAIR OF THE GATE**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2010, between the Village of Hinsdale ("Hinsdale"), the Village of Clarendon Hills ("Clarendon Hills"), and the Clarendon Hills Park District ("Park District").

**RECITALS**

**WHEREAS**, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2010), authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2010) ("the Act"); and

**WHEREAS**, Hinsdale, Clarendon Hills and the Park District (collectively referred to as "the Parties") are public agencies as that term is defined by the Act, 5 ILCS 220/2; and

**WHEREAS**, the Park District operates a facility commonly known as Lions Park Pool located in Clarendon Hills, Illinois ("Lions Pool"); and

**WHEREAS**, Hinsdale has agreed to install improvements to an existing gate located at Lions Pool so that the gate is automated, and Hinsdale and Clarendon Hills desire to equally share the costs to maintain and repair the automated gate upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**SECTION 1. RECITALS INCORPORATED.**

1.1. The above recitals are incorporated herein as though fully set forth.

**SECTION 2. INSTALLATION OF AN AUTOMATED GATE.**

2.1. Hinsdale shall install improvements to an existing gate located at Lions Pool, Clarendon Hills, Illinois, at its sole cost and expense, so that the gate is automated.

2.2. The Park District shall provide any and all necessary access for Hinsdale and its contractors to install the improvements to the existing gate, including, but not limited to, permission to install the improvements from the property owner of Lions Pool,

Community Service Corporation, and any necessary agreement for access from Community Service Corporation.

2.3. The Parties shall each have twenty-four (24) hour access to the automated gate that is the subject of this Agreement.

### **SECTION 3. MAINTENANCE AND REPAIR OF THE AUTOMATED GATE.**

3.1. Hinsdale and Clarendon Hills shall equally share in the costs to maintain and/or repair the automated gate referenced in Section 2 above.

3.2. Hinsdale shall send any and all invoices for maintenance and/or repair of the automated gate pursuant to the notice provisions of Section 4 below to Clarendon Hills. Clarendon Hills shall pay its fifty percent (50%) portion of the invoice to Hinsdale of any invoice pursuant to this Agreement within thirty (30) days after the mailing of an invoice by Hinsdale. In the event that Clarendon Hills initially pays for any maintenance and/or repair to the automated gate, Clarendon Hills shall provide the invoice to Hinsdale pursuant to the notice provisions of Section 4 below and Hinsdale shall pay its fifty percent (50%) portion of the invoice to Clarendon Hills within thirty (30) days after the mailing of the invoice by Clarendon Hills.

### **SECTION 4. NOTICES AND COMMUNICATIONS.**

4.1. All notices, demands, requests for reimbursement or other communications under or in respect to this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail and sent by first class mail, postage prepaid, or by hand delivery to the Parties at their respective addresses as follows:

**To Hinsdale:**

Village Manager  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521

**To the Park District:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To Clarendon Hills:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2. The Parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

## **SECTION 5. ENTIRE AGREEMENT.**

5.1. This Agreement constitutes the entire Agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than as contained herein.

5.2. This Agreement may not be modified, omitted or changed in any way except by written agreement duly signed by persons authorized to sign agreements on behalf of Hinsdale, the Park District and Clarendon Hills.

## **SECTION 6. SEVERABILITY.**

6.1. If any of the provisions of this Agreement shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Agreement.

## **SECTION 7. SECTION HEADINGS.**

7.1. The section headings provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

## **SECTION 8. BINDING AUTHORITY.**

8.1. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

## **SECTION 9. EFFECTIVE DATE.**

9.1. The effective date of this Agreement as reflected above shall be the last date that a signature is attested below.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

**VILLAGE OF HINSDALE**

**CLARENDON HILLS PARK DISTRICT**

\_\_\_\_\_  
By: Thomas K. Cauley, Jr.  
Its: Village President

\_\_\_\_\_  
By:  
Its: Board President

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
By: Christine M. Bruton  
Its: Deputy Village Clerk

\_\_\_\_\_  
By:  
Its: Board Secretary

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

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

**VILLAGE OF CLARENDON HILLS**

\_\_\_\_\_  
By: Thomas F. Karaba  
Its: Village President

**ATTEST:**

\_\_\_\_\_  
By: Dawn Tandle  
Its: Village Clerk

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

# Memo

**To:** Dave Cook, Village Manager  
**From:** Chief Kelly  
**CC:**  
**Date:** 6/23/2010  
**Re:** Quotes for an automated gate at Lions Pool

---

Attached are quotes that I obtained to automate the gate at the Lions Pool location in Clarendon Hills. Upgrading this gate to an automated gate would allow more efficient emergency response between Hinsdale and Clarendon Hills while keeping this location closed to cut through traffic. The two companies that provided quotes are Cardinal Fence and Supply out of Bensenville and Peerless Fence and Supply out of West Chicago. A third contractor, Discount Fence, was contacted but failed to return several calls to obtain a quote.

Cardinal Fence & Supply's quote is: \$6,645.00

Peerless Fence and Supply's quote is: \$8,784.00

Cardinal's quote was based on utilizing the existing posts and replacing the current gate with a similar type gate. Peerless' quote was based on installing a new gate approximately 20 feet north of the existing gate. Both quotes do not include the electrical service to the gates. To contain costs, it was thought that the electrical service may be able to be provided in house. The electrical requirements would be 110 volt service on a 20 amp breaker.

3 PAGES

# Fax Transmittal

To Mike Kelly

From: **Gene Schmidt**  
Personal Fax 847 524 7968

Cell 847 456 4809

**Cardinal Fence**  
1025 Industrial Dr  
Bensenville, IL 60106  
Tel 630 860 5188  
Fax 630 860 8908

  
**Cardinal**  
Fence & Supply, Inc.

**Gene Schmidt**

gene.schmidt@wowway.com  
1025 Industrial Drive  
Bensenville, Illinois 60106  
www.cardinalfenceandsupply.com

COMMERCIAL • RESIDENTIAL • INDUSTRIAL

**Professional Installation  
or Materials Only**

CELL (847) 456-4803  
TEL (630) 860-5188 ext. 110  
FAX (630) 860-8908



# Cardinal Fence & Supply, Inc.

Page 1 of 2

6307747593

1025 Industrial Drive, Bensenville, Illinois 60106

Phone (630) 860-5188 • Fax (630) 860-8908

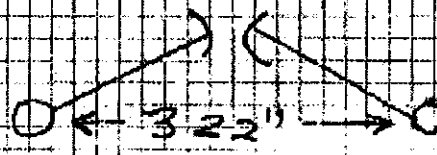
www.cardinalfenceandsupply.com

DATE 6-18-10 PERMIT # \_\_\_\_\_ PHONE 6307897060 ALT. PHONE 6307891895 APPROX. LEAD TIME \_\_\_\_\_  
 NAME Hinsdale Fire Dept CONTACT PERSON MR. Mike Kelly  
 ADDRESS 121 Symonds DR JOB SITE - STREET By Pool  
 CITY/STATE/ZIP Hinsdale IL 60521 CITY/STATE/ZIP \_\_\_\_\_

FENCE STYLE		
STYLE SPECIFICATIONS / ADDITONS		
FOOTAGE	HEIGHT	MATERIAL
	<u>42"</u>	
VERTICAL BOARDS	TRIM BOARDS	RAILS
TEMP. POSTS	LINE POSTS	FOOTINGS
SINGLE	GATES	POSTS
DOUBLE		POSTS
CANTILEVER / ROLLING		POSTS
<input type="checkbox"/> STRAIGHT TOP / FOLLOW GRADE <input type="checkbox"/> FOLLOW GRADE ALONG CONTOUR <input type="checkbox"/> STEPPED <input type="checkbox"/> TOE NAIL <input type="checkbox"/> FACE NAIL SOIL: <input type="checkbox"/> LEAVE <input type="checkbox"/> SPREAD <input type="checkbox"/> FILL <input type="checkbox"/> HAUL <input type="checkbox"/> ASPHALT BRICKS <input type="checkbox"/> ASPHALT BRICKS <input type="checkbox"/> CORE DRILLS <input type="checkbox"/> SAW CUTS TAKE DOWN _____ FT. HAUL AWAY _____ FT. <input type="checkbox"/> CONCRETE BUTTS PULLED UNDERGROUND UTILITIES <input type="checkbox"/> Yes <input type="checkbox"/> No CUSTOMER TO PROVIDE SURVEY AND PERMIT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ACCESSIBLE ELECTRIC <input type="checkbox"/> Yes <input type="checkbox"/> No CUSTOMER TO CLEAR FENCELINE <input type="checkbox"/> Yes <input type="checkbox"/> No		

CARDINAL FENCE TO FURNISH MATERIALS AND LABOR NECESSARY TO COMPLETE THE FOLLOWING:

1 Set Double A-Frame H.D.  
Gates with Barrel hinges to  
mount on EXISTING 6x8" Posts.  
Also gate operators with Photo  
Eye P.K.G., STROBE Light, Buzzer  
and 1 Linear Transmitter.  
(Additional Transmitters can be ordered)



**Cardinal**  
 Fence & Supply, Inc.

Gene Schmidt

gene.schmidt@wowway.com  
 1025 Industrial Drive  
 Bensenville, Illinois 60106  
 www.cardinalfenceandsupply.com

COMMERCIAL • RESIDENTIAL • INDUSTRIAL

Professional Installation  
 or Materials Only

CELL (847) 456-4809  
 TEL (630) 860-5188 ext. 110  
 FAX (630) 860-8908

Electric By others

CONTRACT PRICE <u>\$6645.00</u>	DEPOSIT	BALANCE DUE ON COMPLETION <u>\$6645.00</u>	PROPOSAL GOOD UNTIL: <u>15 Days</u>	A service charge of 1 1/2% per month (18% per year) will be assessed on balance past due in accordance with the terms of sale.
------------------------------------	---------	---	--	--

Price quoted is for normal installation. If unforeseen or unusual conditions (underground: rock, asphalt, concrete, miscellaneous debris, etc.) are discovered that necessitate additional labor or equipment, additional charges will be added to the contract price. Cardinal Fence is obligated only by what is written in the contract. No verbal agreements will be considered valid. Work will be done as per contract specifications. All agreements are contingent upon accidents or delays beyond our control. Installation is guaranteed for the life of fence of original purchaser against any defects resulting from improper workmanship, other than wood gates, which are guaranteed for one (1) year. Cardinal Fence does not assume any responsibility concerning property lines, easements, or other restrictions or in any way guarantees their accuracy. In the event Cardinal Fence does not approve this Proposal, any deposit made shall be refunded to the customer and this Proposal shall become null and void. In the case of non-payment, Cardinal Fence has the right to remove all material and the customer's deposit will be applied to Cardinal's damages. If payment is not received within 30 days of completion, all guarantees are void. Customer agrees to pay interest stated herein and all costs incurred, including legal fees of collection or to affirm all rights hereunder. If any of these terms are deemed invalid, all other terms remain valid. The prices, specifications and conditions herein are satisfactory and are hereby accepted. Cardinal Fence is authorized to do the work as specified. Payments will be made as outlined above.

Customer's Signature X Date \_\_\_\_\_  
 Company Representative Gene Schmidt Date \_\_\_\_\_  
 Company Approval \_\_\_\_\_

Page 2 of 2

- ☐ Viking Gate Operator Swing G5 Linear Actuator 24VDC Residential
- ☒ Viking Gate Operator Swing Gate Controller Master/Slave Residential
- ☐ Photo Electric Eyes Through Beams 12-24 VAC W/Enclosure
- ☐ Linear Radio Receiver AP-5
- ☐ Linear Radio Transmitter 1 Button MT-1B for RE-1/AP-4/AP-5
- ☐ Osco Strobe Light Amber ^
- ☐ Osco Warning Beeper-
- ☐





A Division of Peerless Enterprises, Inc.

3 N 381 Powis Road \* West Chicago, IL 60185

## PROPOSAL AND ACCEPTANCE

061610CJ-1911

(630) 584-1814 \* Fax (630) 443-4905

Attn: Mike Kelly

City Of Hinsdale	Phone (630) 774-7593	Date 6 - 16 - 2010
	Fax	
Hinsdale IL	Job: Fire Department Access Gate	

Gate Options to provide and install the following automated vehicular swing gate operator system to include:

- (1) Byan model 900 110 volt commercial duty hydraulic swing gate operator. This will be specially valved so that the swing gate can be manually opened if there is a loss of power to the gate system.
- (1) Byan weatherproof steel enclosure with 110 volt control panel.
- (1) ADA compliant strobe/alarm to be located on the side of the Byan control box. The strobe and alarm will sound any time the gate is in motion.
- (1) Electromagnetic gate lock to keep the gate secured when in the full close position. Includes required relay, wiring, strike bracket, and power supply.
- (1) Radio receiver.  
Note: Single button radio transmitters for the gate system are available at \$30.00 each.  
Quantity discounts may apply.
- (1) Surge protector for the incoming 110 volt power to the gate system.

The gate system will be set up to open and close by radio command only.

**TOTAL: \$5,785.00**

Includes Gate Options' (1) year warranty on all installed materials and workmanship as well as Byan's (4) year limited manufacturer's warranty on the hydraulic swing gate operator.

**EXCLUDES:** Required power to the gate system location, any necessary conduits, permits, licenses, bonds, and fees.

### TERMS 50% Deposit, Balance Due Upon Completion Of Work With Credit Approval.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular time basis according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Customer here by assumes full responsibility for the location of the line upon which said operator materials are to be installed and locate any and all private cable to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Gate Options to Call J.U.L.I.B. if needed.

Authorized  
Signature

Tim Ford

Note: This proposal may be withdrawn by us if not accepted with 30 days.

The above pricing is based on current market cost.

I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 1 3/4% ON UNPAID MONTHLY BALANCE.

**ACCEPTANCE OF PROPOSAL.** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance

**PEERLESS FENCE**  
 a division of Peerless Enterprises, Inc.  
 33 W 401 Roosevelt Road • West Chicago, IL 60185  
 (830) 584-7710 • FAX (830) 584-7748

## PROPOSAL AND ACCEPTANCE

ATTN: <b>Mike Kelly</b>			
PROPOSAL SUBMITTED TO <b>Hinsdale Fire Department</b>		PHONE	DATE <b>6-17-10</b>
STREET <b>121 Symons Dr.</b>		FAX <b>mkelly@villageofhinsdale.org</b>	JOB PHONE <b>630-774-7593</b>
CITY, STATE AND ZIP CODE <b>Hinsdale IL 60521</b>		JOB NAME	
ARCHITECT	DATE OF PLANS	JOB LOCATION <b>Clarendon Hills Pool/ Commuter lot</b>	

We hereby submit specifications and estimates for:

Furnish and install 1- 17' wide X 4' high SINGLE barrier gate across drive to include:  
 2- 6"x6" square gate posts, 16" x 42" footings thru grass and blacktop  
 Galvanized materials, May be Painted Safety Yellow by others

Existing gate will be removed and hauled or left onsite as requested

Spoils to be hauled offsite

Price \$2,999.00

See Attached gate operator quote not included in above price.

Excludes: Taxes, Bonds, Permits, Licenses, Fees

The above pricing is based on current market cost. Peerless Fence reserves the right to adjust pricing based on market conditions at the time material is ordered and delivered to site

**We Propose** hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_)

Payment to be made as follows:

Net Due Upon Completion / With Approved Credit Check

### ALL PERMITS MUST BE OBTAINED BY OWNER

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular basis according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

3668  
 Customer hereby assumes full responsibility for the location of the line upon which said fence materials are to be installed and locate any and all private cables to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Peerless Fence to call JULIE.

Authorized  
Signature \_\_\_\_\_

PEERLESS FENCE

Tim Ford, cell 630-675-5885

Note: This proposal may be withdrawn by us if not accepted within 30 days

I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 15% ON UNPAID MONTHLY BALANCE.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_



**Tim Ford CFP**

*Certified Fence Professional | Commercial Sales*

33 W 401 Roosevelt Road  
West Chicago, IL 60185  
timf@peerlessfence.com

(800) 543-6511  
(630) 584-7710 x109  
Fax (630) 584-7746

[www.peerlessfence.com](http://www.peerlessfence.com)

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> Zoning and Public Safety Committee		<b>ORIGINATING DEPARTMENT</b> Police		
<b>SECTION NUMBER</b>		<b>APPROVAL</b> Chief Bradley Bloom		
<b>ITEM Recommendation Approval of a Proposal to Provide IT Services and support to the Police Computer Network and request to waive Village Board purchase approval of individual computer equipment and software valued over \$10,000.</b>				
<b>SUMMARY OF REQUESTED ACTION</b> <p>The Village hired the IT consulting firm Prescient Solutions to conduct an audit of the Police Departments computer network and provide recommendations. Prescient Solutions was chosen due to their municipal experience in DuPage County as well as their familiarity with police IT networks that typically access a variety of external resources through Sonnet networks, VPN's many requiring specialized end user network configuration.</p> <p>As part of their proposal Prescient has recommended that we replace our server (which was already scheduled for replacement in the current budget year) with a server providing "terminal services". Since all processes run on the server it saves us from having to replace many of our older PC's which have slower processors and smaller hard drives since all of the processes will be run on the server. The scope of the project also includes updating firewalls and providing additional network security and remote functionality.</p> <p>The initial project cost is \$13,250 in IT work with equipment costs estimated at approximately \$50,031. Additionally the proposal calls for Prescient to provide on-going support (1 day per week for one month and 1 day a month for 11 months) for \$15,000 in order to facilitate the transfer of support to the Villages IT personnel. The largest component of the equipment cost is \$17,752 for the server and \$18,533 for Microsoft Office licensing fees.</p> <p>All of the equipment components in their proposal are covered under government purchasing contract pricing. Since the Village's purchasing rules require that the Board approve purchases over \$10,000 we are requesting that this provision be waived for these two items if government contract pricing is available. All other equipment could be purchased under the Village Manager's authority following the Village's established purchasing rules.</p> <p>In summary the total cost of the IT services is \$28,250 plus equipment estimated at \$50,031 or a total project cost of \$78,281. Other than the server and PC replacement this is not a budgeted expense however this project will be funded from the \$238,000 that was awarded to the Police Department as part of a Federal drug investigation that we participated in and will not be coming out of the Village's operating budget.</p> <p><b>MOTION:</b>      To recommend approval of a proposal and agreement with Prescient Solution to provide information technology services and on going support as defined in the scope of the service agreement for a cost not to exceed \$28,250 and to allow Village Manager final purchase approval of certain items included in the scope of this project including a computer server and software that may be in excess of \$15,000.</p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

## **SERVICES AGREEMENT**

This Services Agreement (the "Agreement") made and entered into on the Effective Date (as defined below) by and between the Village of Hinsdale, ("Hinsdale"), with its principal place of business at 19 East Chicago Ave, Hinsdale, IL 60521, and **Prescient Development, Inc.**, an Illinois corporation, transacting business under the assumed name in Illinois, Prescient Solutions, with offices at 1025 Mountain Drive, Deerfield, IL 60015 ("Prescient") Hinsdale and Prescient being sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

**WHEREAS**, Prescient provides staff augmentation consulting services related to computer network services; and

**WHEREAS**, Prescient has available a staff of individuals to perform the service obligations set forth more fully in detail herein ("Consultants").

**WHEREAS**, Hinsdale wishes to have Prescient supply Consultants directly to Hinsdale and Prescient wishes to provide such Consultants to Hinsdale.

**NOW, THEREFORE**, Prescient and Hinsdale, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, agree as follows:

### **1. CONSULTANT SERVICES**

1.1. During the Term (as defined below) of this Agreement, Prescient agrees to supply Consultants, who shall in all cases be employees of Prescient, to provide for Hinsdale those services set forth on Attachment A which is hereby made an integral part of the Agreement (the "Services").

1.2. During the Term (as defined below), Hinsdale may place orders with outside contractors for projects and/or different types of services and activities as needed by Hinsdale, and in such cases, Hinsdale agrees to provide Prescient prior written notification of any projects or activities which will overlap with the Services provided by Prescient. If both Prescient and one of Hinsdale's contractor's are working on separate tasks simultaneously, Hinsdale hereby agrees to cause its contractors to work in harmony with Prescient's Consultants so as not to cause any delay by Prescient's Consultant's in completing its work obligations hereunder. Prescient shall not be liable for services, work product, deliverables and/or materials provided by a third Party to Hinsdale.

1.3. Hinsdale shall designate to Prescient in writing its authorized representative(s) who shall place requests for Consultants by telephoning, faxing or e-mailing Prescient. For purposes of this Section 1.3., the contact information with respect to any requests made by Hinsdale to Prescient for Consultants is as follows:

Ms. Kim Lindeman, Controller  
Prescient Development, Inc.

1083 S. Salem Drive  
Schaumburg, IL 60193  
Telephone 847-524-1322  
Fax 847-524-1070

Email at [klindeman@pswetakecareofit.com](mailto:klindeman@pswetakecareofit.com)

Prescient shall notify Hinsdale in writing of any changes to the contact information.

1.4. Consultants will report to Hinsdale management, or the supervisor specified on a Work Order (as defined below) at the prescribed time indicated. Hinsdale will observe and advise the assigned Consultant in performing the agreed upon duties.

1.5. Hinsdale acknowledges that Prescient has not agreed to provide any services other than Services set forth in Attachment A. Requests for services and/or activities which are not set forth in Attachment A shall be accompanied by a written description of the project and/or the specific type of services and activities needed by Hinsdale ("Work Order"). The Work Order shall also set forth the scope of the project and deliverables, if applicable. Prescient shall endeavor to provide appropriate Consultants to staff additional Work Order requests at the request of Hinsdale, but failure to do so shall not be considered a default of the Agreement. Prescient shall specify in the Work Order the hourly or project rate it shall bill for its Consultants prior to the commencement of any such additional services requested by Hinsdale. The Work Order shall be signed and dated by the Parties.

## **2. PRICING, INVOICING, AND PAYMENT TERMS**

2.1. Hinsdale will pay Prescient for Services rendered by Prescient's employees, at the pricing set forth in Attachment A, or at such pricing as agreed upon in a signed written Work Order requesting services other than Services set forth in Attachment A. In addition to payment for Services, Hinsdale will pay or reimburse Prescient: (i) all pre-approved hardware purchases and related and other expenses charged to Hinsdale in carrying out its responsibilities and duties hereunder; and (ii) all costs and expenses (including, but not limited to, business and travel) incurred in performing Services for all of Prescient's employees assigned to Hinsdale provided, however, upon request of Hinsdale Prescient shall submit a statement in reasonable detail reporting such expenditures.

2.2. Prescient will submit invoices to Hinsdale on a monthly basis. Along with such invoices, Prescient will include vouchers or invoices or other evidence of payment or liability. The Hinsdale Village Board of Trustees ("Board") meets minimally on a monthly basis. Prescient shall submit its requests for payment to Hinsdale not less than ten (10) working days prior to a Board meeting which Hinsdale deems sufficient time within which to review and approve said requests. Hinsdale shall make payments to Prescient in compliance with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* (the "Act"), and that any payments not received by Prescient in compliance with the Act shall constitute a default hereof entitling

Prescient to terminate this Agreement.

Invoices will be submitted for payment by mail delivery to:

Village of Hinsdale  
19 East Chicago Ave  
Hinsdale, IL 60521  
Attn: \_\_\_\_\_

2.3. Hinsdale has sixty days (60) from receipt of invoice to notify Prescient of any errors or omissions relating to invoices to Hinsdale for the services of Prescient. Failure by Hinsdale to notify Prescient within such time period constitutes waiver of any objections related thereto.

### **3. RESPONSIBILITIES OF THE PARTIES.**

3.1. Employer of Consultants. Prescient represents that it is and will be the employer of any Consultants it assigns to Hinsdale.

3.2. Prescient's General Duties. Prescient will recruit, interview, select, hire and assign, control and direct Consultants who, in Prescient's judgment, are qualified to perform the Services and any additional services pursuant to a valid Work Order. As the employer, Prescient will: (i) maintain all necessary personnel and payroll records for its employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees; (v) provide for liability insurance as specified in this Agreement; (vi) provide workers' compensation insurance coverage in amounts as required by law; and (vii) abide by Hinsdale's policies and procedures with respect to the observance of holidays, workweek, and dress code. Hinsdale shall provide all Consultants with a copy of the current Hinsdale policies and procedures in these areas prior to the reporting to Hinsdale management. In addition, Hinsdale agrees to provide Consultants with all amendments to such policies and procedures as soon as they become available.

#### **3.3. Confidentiality.**

3.3.1. Prescient agrees that it and its Consultants assigned to Hinsdale will not disclose any information learned during the performance of this Agreement relating to the business of Hinsdale that is, in fact, confidential (including, without limitation, all proprietary information and trade secrets of Hinsdale) for any purpose, provided, however, Prescient and its Consultants may disclose such information under any of the following circumstances: (1) disclosure thereof in good faith by a Consultant in connection with the performance of Services or services or

activities pursuant to any valid Work Order; (2) disclosure which Consultant is advised by counsel is required by a court or other governmental agency or competent jurisdiction, provided that Consultant first gives Hinsdale written notice and an opportunity to prevent such disclosure or otherwise seek protection of such information, or (3) disclosure by Consultant of any such information or data which is generally known within the industry or available from other persons who do not have a fiduciary duty or obligation of confidentiality to Hinsdale.

3.3.2. Notwithstanding any other provision of this Agreement, Hinsdale acknowledges that Prescient and its Consultants are active, experienced and knowledgeable about the industry in which Hinsdale operates, and it is impossible for Prescient and its Consultants to learn information relating to the business of Hinsdale, or acquire ideas, know-how or technical knowledge during the Term arising out of any customized applications developed by Prescient for Hinsdale's specific use ("Application Development") , and not have it affect their understanding of the industry in which Hinsdale operates, its competitors and customers, and that such understanding may affect what Prescient and its Consultants do in the future within the industry, and Hinsdale does not expect nor request that Prescient and its Consultants forget what they have learned from Hinsdale which may be confidential. Prescient's, and its Consultants' promises of nondisclosure of the information, is limited to direct express disclosure, whether written or verbal, of information which is confidential, in fact, to third parties.

3.3.3. The Parties agree that the pricing and billing rate agreed upon in Attachment A, or in any valid Work Order, is a confidential matter between Prescient and Hinsdale, and except as required by law, or to inform its legal and/or financial advisors, neither Party will divulge or disclose the pricing or billing rates without the prior express written permission of the other Party. However, Prescient understands and agrees that the Village, as a public body, is subject to and obligated to comply with the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and that this Agreement, Attachment "A", Work Orders, and other documentation connected with this matter may be subject to disclosure in whole or part under that act.

3.4. Orientation. Hinsdale is responsible for ensuring that Consultants assigned by Prescient attend orientation meetings regarding procedures and expectations of Hinsdale relating to the Services.

3.5. Reports and Information. As reasonably requested by Hinsdale, but in no event more frequently than bi-weekly, Prescient will provide Hinsdale with status reports of the Services rendered and any valid Work Orders hereunder.

3.6. Compliance. Prescient and all Consultants assigned by Prescient shall comply with



all applicable laws, regulations, orders, ordinances, codes and standards, including identification and procurement of required permits, certificates, approvals and inspections, insurance coverage (including workers' compensation), proper withholding and submission of social security and income taxes and any other laws, which subsequently become applicable to Prescient or to Prescient's employees or agents, in performance under this Agreement.

3.7. Performance. Prescient shall fill requests for skill levels only and not individuals. Should Hinsdale become dissatisfied with the performance of a Consultant, Hinsdale shall notify Prescient in writing with details of the unsatisfactory performance and Prescient shall make every effort to replace that person with an individual of the same skill level on a temporary basis as soon as reasonably practical, but no later than ten (10) business days, and with an individual on a permanent basis within twenty (20) business days following Hinsdale's written request, provided, however, such request does not violate any federal or state employment laws. Notwithstanding anything contained in this Agreement to the contrary, this Agreement will not in any way affect the right of Prescient, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its Consultants, including those Consultants placed at Hinsdale hereunder. It is the Parties desire to provide the best possible climate for achievement of the goals of the Parties. In order to maintain an atmosphere where these goals can be accomplished, the Parties recognize and agree that communications will be open so that problems can be discussed and resolved in a mutually respectful atmosphere taking into account individual circumstances and the individual Consultant. The Parties believe that by communicating with each other, any difficulties that may arise will be resolved.

3.8. Reassignment of Consultants. Prescient will supply Consultants to Hinsdale who possess a level of skill commensurate with that necessary in order to provide the Services and not individuals. Hinsdale acknowledges and agrees that from time to time during the Term, a Consultant's skill level may change necessitating a shift in job responsibilities, an increase in Consultant's compensation and a new assignment. Hinsdale acknowledges and agrees Prescient shall have the exclusive right, exercisable by Prescient, to reassign or transfer, either permanently or temporarily, Consultants assigned to Hinsdale, but Prescient shall (i) provide Hinsdale twenty (20) business days prior notice of such reassignment or transfer; and (ii) through the assignment of replacement personnel, assure Hinsdale that such new personnel assigned to Hinsdale possess a level of skill initially required in order to perform Services.

3.9. Ownership. Any deliverables made available to Hinsdale as part of the Services rendered herein by Prescient, including all software and programming (the "Deliverables"), shall become the exclusive property of Hinsdale and Prescient. The Village is authorized, without further permission from Prescient, to modify and dispose of and, subject to limitations of any license, copyright, or other such restriction, reuse or adapt any deliverable.

3.10. Permissions and Representations of Hinsdale. Hinsdale represents and warrants to Prescient that it has or shall obtain prior to Prescient rendering Services hereunder any and all

consents, permissions, authority and licenses to use and modify all computer software and programs that are the subject, or within the scope, of Services or valid Work Order(s); that said consents, permissions, authority and licenses shall be to use the operating systems programs and related supporting documentation, including all software, together with all future updated versions thereof; and that said licenses to use and modify all computer software are fully paid up and valid. Hinsdale agrees to indemnify and save harmless Prescient and its respective officers, agents and employees from any liability and expenses arising out of (i) any breach, inaccuracy, misrepresentation or untruth of any representation or warranty of Hinsdale hereunder; or (ii) any alleged patent or copyright or modification of the computer programs to be serviced by Prescient. The representations and warranties made by Hinsdale in this Section shall survive the termination of this Agreement.

#### **4. TERM AND TERMINATION**

4.1. This Agreement shall be deemed to have commenced on the Effective Date and shall continue for a period of one (1) year or until terminated as hereinafter provided (the "Term"). For purposes hereof, the Effective Date means October 1, 2010.

Upon the expiration of the Term, Hinsdale shall have the option to extend this Agreement for an additional one (1)-year period (the "Additional Term"). The Additional Term shall be on the same terms and conditions as the Term. In the event Hinsdale elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Term. Prescient shall have the right to refuse Hinsdale option by providing Hinsdale with written notice of said refusal; however, in such an event, this Agreement shall terminate one hundred eighty (180) days after Hinsdale's receipt of said refusal.

4.2. Both Prescient and Hinsdale shall have the right to immediately terminate this Agreement in whole in the event of any material breach of the obligations set forth in this Agreement by the other Party, other than Hinsdale's failure to pay Prescient's invoices in accordance with the provisions of Section 2, upon written notice.

4.3. Prescient shall have the right to terminate this Agreement in whole in the event Hinsdale fails to pay Prescient's invoices in accordance with the provisions of Section 2 by providing ten (10) business days prior written notice to Hinsdale of its intent to terminate this Agreement pursuant to the provisions of this Section 4.3.

4.4. After ninety (90) days following the commencement of Services, either Party shall have the right to terminate this Agreement for any reason by providing the other Party with ninety (90) days advance written notice thereof.

4.5. In the event of termination of this Agreement, Prescient will remove its Consultant's from performing Services from and after the date of termination. However, with respect to current Work Orders, each Consultant will continue the assignment through the period of time

referenced on such Work Order unless it is determined there is a failure to perform the job function required, or the assignment has terminated for other reasons, provided, however, Prescient may remove its Consultants from assignment at Hinsdale prior to completion of assignment if the reason for termination was Hinsdale's failure to pay Prescient in accordance with the provisions of Section 2.

4.6. Each party agrees that during the Term and for a period of two (2) year(s) thereafter, neither Party shall solicit for employment, or attempt to hire any employee or other personnel of the other, without the prior express written consent and approval from the other Party.

4.7. The Parties further agree that the provisions of Sections 2, 3, 4, 7, 8 and 9 shall survive the termination of the Agreement.

## **5. RELATIONSHIP OF THE PARTIES**

At all times during the Term of this Agreement Prescient shall retain its independent status, and Prescient and its Consultants are and shall at all times be independent contractors to Hinsdale. The Consultants assigned to Hinsdale under this Agreement shall remain employees of Prescient and shall not by reason of their assignment to Hinsdale become employees of Hinsdale.

## **6. INSURANCE**

6.1. Prescient will procure and maintain insurance during the Term of this Agreement, and upon request shall provide Hinsdale with a certificate of such insurance which names Hinsdale, and its officers, agents and employees as additional insureds, covering the following risks:

- (i) Commercial General Liability -- \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
- (ii) Worker's Compensation -- Statutory Limits;
- (iii) Employer's Liability -- \$1,000,000.00;
- (iv) Umbrella Liability -- 1,000,000.00; and
- (v) Auto Liability - \$1,000,000.00 hired and non-owned motor vehicle coverage.

6.2. If Prescient's certificate of insurance or policy of insurance expires, or is cancelled during the Term of this Agreement, or is materially modified, Prescient shall so advise Hinsdale. Prescient shall furnish evidence of coverage prior to any services being performed at Hinsdale, in the form of a Certificate of Insurance which names Hinsdale, and its officers, agents and employees, as additional insureds. Hinsdale shall maintain insurance and/or otherwise assume the entire risk of loss for and damage to all Hinsdale equipment and any risks, including monetary damages and losses which may arise due to acts of God and any circumstances that are

beyond Prescient's reasonable control.

## **7. INDEMNIFICATION AND LIMITATION OF LIABILITY**

7.1 Subject to the limitations as hereinafter set forth, Prescient assumes and agrees to indemnify and save harmless Hinsdale and its officers, agents and employees from any liability and expenses with respect to claims for bodily injury or death or property loss or damage by whomsoever such claim may be asserted, which claims are based in whole or in part upon any negligent act or omission on the part of Prescient, its agents, servants, or employees in providing Services, or any services pursuant to a valid Work Order.

7.2 Hinsdale will provide Prescient prompt written notice of the assertion of any claim related to this indemnification, along with any information in the possession of Hinsdale related to such claim, so as to permit Prescient reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Prescient.

7.3. Regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall either Party be liable for any incidental, special, exemplary, punitive, consequential, indirect or similar damages or expense, whatsoever, (including without limitation, damages for any loss of business profits, business interruption, loss of business information, loss of data, computer failure or malfunction, loss of equipment, facilities or services, or any other pecuniary loss) under or in connection with this Agreement, regardless of how characterized and even if such Party has been advised of the possibility of such damages, however, this provision shall not apply to any violation of the provisions of Sections 2, 3.9., 3.10., 4.3., 4.6 and 10 by either Party.

7.4 Notwithstanding anything mentioned in this Agreement to the contrary, Prescient will not be liable to Hinsdale to the extent that the aggregate amount of loss, claim, damage, cost, expense or liability is determined by a final judgment by a court to be greater than the amount paid by Hinsdale to Prescient during the twelve (12) month period immediately preceding the date on which the event, which is the subject matter of a claim brought by Hinsdale against Prescient, is said to have occurred.

## **8. DISCLAIMER OF IMPLIED WARRANTIES AND OUTAGES OR NETWORK FAILURES**

8.1 The Parties acknowledge that the Application Development and Deliverables are provided "AS IS" and may not be functional on any machine or in any environment. **PRESCIENT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Prescient makes no warranty as to the accuracy, correctness, or completeness of any information obtained through the use of the Application Development

and/or Deliverables and will not be legally responsible for (i) any errors or omissions arising from the use of any such information, (ii) any failures, delays, or interruptions in the delivery of any information related to the Application Development and/or Deliverables, or (iii) losses or damages arising from the use of the information obtained through use of the Application Development and/or Deliverables.

8.2 Hinsdale agrees that Prescient shall not be liable to Hinsdale for any loss or damage sustained by Hinsdale arising out of any outages or failures of networks or information systems.

## **9. NOTICES**

9.1. Except as provided in Section 1.3., Any notices or demands which may be or are required to be given by either party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (i) by hand delivery; (ii) by United States certified mail, postage prepaid; or (iii) if sent by nationally recognized overnight carrier, addressed to Prescient or Hinsdale, respectively, at the following addresses, or at such other place as Prescient or Hinsdale may from time to time designate in writing:

If to Hinsdale:

Village of Hinsdale  
19 East Chicago Ave  
Hinsdale, IL 60521  
Attention: \_\_\_\_\_

If to Prescient:

Ms. Kim Lindeman, Controller  
Prescient Development, Inc.  
1083 S. Salem Drive  
Schaumburg, IL 60193

9.2. All notices, demands and payments will be deemed to be received: (i) if given by hand delivery, when delivered in person; or (ii) if given by certified mail, four (4) business days after deposit in the United States mail; or (iii) after one business day if sent by nationally recognized overnight carrier.

## **10. REMEDIES**

10.1. If any action is brought by a Party for the violation of any of the covenants in

Sections 3 or 4, the other Party acknowledges and agrees that because of the immediate and irreparable injury which would be sustained by such Party if such violation were to continue, an order may be entered enjoining the other Party from violating any such covenant, either temporarily, preliminarily or as a part of a final judgment in the litigation, all without a requirement that such Party post bond. If contrary to this provision, a court shall require a Party to post bond in connection with the entry of an injunctive order, the Parties agree that such bond shall be without surety, and may stand as such Party's own undertaking. A Party's application for injunctive relief shall not prejudice any other claim or cause of action which such Party may pursue by reason of the violation of any of the covenants in Sections 2, 3 or 4, nor shall it prejudice such Party's right to maintain any other claim or cause of action under this Agreement.

10.2. In the event of any legal proceeding brought by a Party regarding Sections 2, 3 or 4 of this Agreement, the other Party agrees to pay to such Party all costs, including reasonable attorney fees, court costs and ancillary expenses incurred by such Party in enforcing its rights hereunder. If litigation is necessary to enforce the covenants contained in Sections 2, 3 or 4 of this Agreement, both Parties agree to submit to the jurisdiction of the Courts of the State of Illinois and agree that exclusive venue shall be proper in the Circuit Court of DuPage County, Illinois.

10.3. If any provision contained in Sections 2, 3 or 4 shall be determined by any court of competent jurisdiction to be unenforceable as a consequence of imposing overly broad restrictions, such restrictions shall be interpreted as broadly as permissible, and such unenforceability shall not affect any other provision of this Agreement.

## **11. MISCELLANEOUS**

11.1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party, without the prior express written consent of the other Party, may assign this Agreement, or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate (provided the assigning or delegating Party guarantees the Affiliate's performance) or to any successor to all or substantially all of its interest in the business to which this Agreement relates, provided, however, in such event, the Party seeking assignment of this Agreement shall notify the other Party of its desire to assign the Agreement. Under such circumstance, the other Party shall have thirty (30) days from the date of notice within which to notify the Party desiring to assign the Agreement of said non-assigning Party's election to elect to terminate this Agreement. As used herein, "Affiliate" of a Party shall mean any corporation or other business entity controlled by, controlling or under common control with such Party.

11.2. Governing Law. The terms of this Agreement shall be construed and take effect in

all respects in accordance with the laws of the State of Illinois, notwithstanding choice of law principles. The exclusive jurisdiction for all claims and controversies arising hereunder shall be the Circuit Court of DuPage County, Illinois.

11.3. Compliance With Laws. In the performance of this Agreement, each party agrees to comply with all applicable laws, rules, and regulations.

11.4. Severability. The terms of this Agreement are separate and divisible. A conclusion of law that one or more provisions are void or voidable will not void the entire Agreement. Wherever possible, the terms of this Agreement shall be interpreted and construed so as to permit its enforceability.

11.5. No Waiver. No waiver of a breach of any provision of this agreement shall be construed as a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this agreement shall be construed as a waiver of such breach.

11.6. Force Majeure. Neither Party to this Agreement shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, riot, insurrection, fire, flood, tornado, natural calamity, act of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body, strike or other labor activities, shipping or transport delays, materials or labor shortage, or accident or plant breakdown not caused by the fault or neglect of a Party, then that Party shall be excused from such performance to the extent of the "force majeure." The Party so affected shall give prompt notice to the other Party, by any method appropriate under the circumstances. The Party so affected shall use its best efforts to avoid or remove the "force majeure," and shall further continue on and use its best efforts to complete full performance of this agreement when such causes are removed.

11.7. Survival. Any obligations of a Party hereunder which by their nature would continue beyond the termination or expiration of this Agreement shall survive such termination or expiration.

11.8. Complete Understanding. This Agreement and Attachment A constitute the entire agreement between the Parties, superseding any prior understandings, arrangements or agreements whether in writing or oral. This Agreement embodies the entire agreement between the Parties hereto. Any amendment or modification or other change in the provisions of this Agreement must be made in writing and signed by both Parties to be effective.

11.9. Headings. The headings and titles used herein are for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

11.10. Drafting. The Parties have had an equal opportunity to participate in the drafting

of this Agreement and Attachment A. No ambiguity will be construed against any Party based upon a claim that the Party drafted the ambiguous language.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

**VILLAGE OF HINSDALE,**  
**an Illinois municipality**

**PRESCIENT DEVELOPMENT, INC.,**  
**an Illinois corporation**

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

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

Its: \_\_\_\_\_

Its: President & C.F.O.

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: Secretary

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

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



## **ATTACHMENT A**

### **Attachment to Services Agreement**

In accordance with the Services Agreement (the "Agreement"), effective October 1, 2010 and signed between **Prescient Development, Inc.**, doing business under the assumed name in Illinois, **Prescient Solutions**, ("Prescient) with its principal offices and business at 1025 Mountain Drive, Deerfield, IL 60015 and the **Village of Hinsdale** ("Hinsdale") with its principal place of business at 19 East Chicago Ave, Hinsdale, IL 60521, this Attachment A is an integral part thereof.

#### **Prescient Resources**

Prescient will provide the following resources over the term of this Agreement.

- Remediation Resources

<b><u>Resource Type</u></b>	<b><u>Number of Resources</u></b>
Systems Administrator/Network Engineer/Help Desk	1-2

Note: Resources will vary over the course of the remediation project dependent on the services and skillsets required for the specific tasks to be completed.

- Ongoing Support Resources

<b><u>Resource Type</u></b>	<b><u>Number of Resources</u></b>
Systems Administrator/Network Engineer/Help Desk	1

Note: Prescient will provide a single resource to provide IT services for one eight hour day per week for a four week time period immediately following the completion of the Remediation Project. After the initial four week period Prescient will provide a single resource to provide IT services for one eight hour day per month for an eleven month time period. Resources will vary over the course of the Ongoing Support Project dependent on the services and skillsets required for the specific tasks to be completed. All services will be preplanned and scheduled in advance to the date of services requested.

- Unless otherwise agreed upon by Prescient and Hinsdale, all day to day support is to be accomplished on site Monday through Friday. All additional projects outside the scope of the Agreement and this Attachment A will continue to be bid to Hinsdale on a per project basis.

### **Additional Resource Rate Structure**

At the request of Hinsdale, Prescient may provide additional resources outside the scope of this Agreement to Hinsdale for non-project based short-term tasks. Prescient will provide these tasks to Hinsdale based on the following Time and Material rates.

<u>Resource Type</u>	<u>Time and Material Rate</u>
Application Development Engineer	\$125/Hour
Senior Application Development Engineer	\$135/Hour
Network Administrator	\$125/Hour
Senior Network/Server Engineer	\$135/Hour
WAN/Firewall/Security Engineer	\$150/Hour

Prescient will review long term services and tasks or specific projects and propose them on a per project basis.

### **Agreement Reviews**

Hinsdale and Prescient Development will schedule and perform the following Agreement reviews:

- Quarterly Task List Review
  - List all Current Tasks and their status
  - Define New Tasks and Priorities
- Annual Contract Review

### **Agreement Dates and Payment Schedule**

The Agreement to perform services will encompass two separate projects (the Remediation Project, and the Ongoing Support Contract) and run over a **thirteen (13) month contract period**.

Phase 1 of the contract is the Remediation Project to be completed in month one (1) of the contract at a total not to exceed project cost of \$13,250.00.

Phase 2 of the contract is the Ongoing Support which will be completed in months two (2) through thirteen (13) of the contract at a total not to exceed project cost of \$15,000.00.

Monthly payments will be made to Prescient at the beginning of each month for services to be provided during the month.

The contract service start date is October 1, 2010 and the Agreement end date is October 31, 2011. Payments for the contract will be paid as follows:

	<u><b>Total</b></u>
October 1,2010	\$ 13,250.00
November 1,2010	\$ 4,000.00
December 1,2010	\$ 1,000.00
January 1, 2011	\$ 1,000.00
February 1, 2011	\$ 1,000.00
March 1, 2011	\$ 1,000.00
April 1, 2011	\$ 1,000.00
May 1, 2011	\$ 1,000.00
June 1, 2011	\$ 1,000.00
July 1, 2011	\$ 1,000.00
August 1, 2011	\$ 1,000.00
September 1, 2011	\$ 1,000.00
October 1, 2011	\$ 1,000.00
1 <sup>st</sup> Year -	\$ 28,250.00

An Semi - Annual Contract Review shall take place on a date that is no less than one hundred eighty (180) days prior to the Agreement Anniversary Date. The Agreement Anniversary Date means the anniversary of the Effective Date of the Agreement.

The Village of Hinsdale shall have the option to extend the Support Services Agreement for an additional one (1) year period. The additional Support Services term shall be on the same terms and conditions as the original Support Services Term. In the event Village of Hinsdale elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Support Services Term.

**Scope of Work (Changes to Scope of Work will be mutually agreed upon)**

Project In Scope:

The following is considered in-scope:

**I. REMEDIATION PROJECT**

- 1) PHYSICAL ENVIRONMENT
  - a) Aid in the procurement of related Hardware and Software
  - b) Install related server hardware for all application infrastructure
- 2) INTERNET INFRASTRUCTURE

- a) Define all ports and protocols necessary to carry out business-related transactions
    - i) Determine business related applications and port assignments
  - b) Define a firewall security policy to protect internal systems
    - i) Defined by results of LAN analysis performed during review
    - ii) Industry best practices are adhered to
  - c) Determine protocol utilization of WAN
    - i) Capture data traffic traversing the WAN for analysis by Network General Sniffer
      - (1) Define prioritization of traffic traversing the WAN based on findings
      - (2) Ensure ISP has traffic prioritized in accordance with type of traffic Hinsdale PD generates
- 3) NETWORK INFRASTRUCTURE
- a) Configure switches to be in a manageable state
  - b) Configure VLANs (if required)
    - i) Assign appropriate IP ranges per VLAN
      - (1) Configure routing between VLANs
  - c) Configure Routing to be managed by a single infrastructure device to correct existing issues between external entities (i.e. existence of multiple Default Gateways, etc.)
  - d) Change all SNMP community strings value to a Hinsdale PD provided value
- 4) WIRELESS INFRASTRUCTURE
- a) Reconfiguration of wireless access WPA2 protocol
  - b) Install and configure additional wireless AP's
- 5) SERVER INFRASTRUCTURE
- a) Aid in the procurement of related Hardware and Software
  - b) Install a new server
    - i) Install Windows Server 2008 server
    - ii) Install and configure all current Microsoft security patches, service packs and system update
    - iii) Install and configure SNMP for monitoring
    - iv) Install and configure primary applications as defined by Hinsdale PD
    - v) Install backup agent
    - vi) Install anti-virus agents
    - vii) Configure RAID array using industry best practices
  - c) Configure server as Domain Controller for existing domain
    - i) Create new Active Directory domain

- (1) Create FSMO roles
  - (a) DPDC Emulator
  - (b) RID Master
  - (c) Scheme Master
  - (d) Domain naming Master
  - (e) Infrastructure Master
- (2) Populate new Active Directory domain with Hinsdale PD users
  - (a) Define security policies for servers and workstations
  - (b) Define and enforce domain and user policies
  - (c) Configure strong password policy
  - (d) Create user list of Active Directory
- d) Install one Backup Exec 2010 server
  - i) Install client agent at servers and workstations at the Symonds Drive location
  - ii) Configure policies for detection and handling of threats
  - iii) Configure automatic updating
- 6) **WORKSTATION INFRASTRUCTURE**
  - a) Migrate workstations at Symonds drive location into the following, included but not limited to:
    - i) Active Directory
    - ii) Remote desktop
    - iii) Hosted Application
  - b) Ensure defined group policies are applied
  - c) Migrate local user profile into a domain profile
    - i) Industry best practices are adhered to

## **II. ONGOING SUPPORT PROJECT**

- 1) Services to be provided on a part-time basis
  - a) Provide one (1) eight (8) hour day per week of IT services for a one (1) month time period immediate following the completion of the Remediation Project, in order to update the existing environment and complete any other outstanding projects
  - b) Provide one (1) eight (8) hour day per week of IT services for a eleven (11) month time period to provide Helpdesk, Infrastructure and Systems projects and support
- 2) Perform preventative maintenance on workstations, systems and infrastructure devices
- 3) Develop automated reoccurring events to proactively maintain systems
- 4) Implement Policies and Procedures to increase productivity, stability and security of the Hinsdale PD environment

- 5) Maintain workstations, systems and infrastructure device updates
- 6) Monitor systems and infrastructure utilizing current systems or implementing new systems provided by the Village of Hinsdale or the Village of Hinsdale PD
  - a) Utilizations
  - b) Up/Down status
  - c) Critical Applications
  - d) Complete new and existing workstation, systems and infrastructure projects as allowed within the defined support hours
- 7) Complete new and existing workstation, systems and infrastructure projects as allowed within the defined support hours

**Project Out of Scope:**

- Any item not mentioned in above task list.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

**VILLAGE OF HINSDALE,  
an Illinois municipality**

**PRESCIENT DEVELOPMENT, INC.,  
an Illinois corporation**

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

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

Its: \_\_\_\_\_

Its: President & C.F.O.

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: Secretary

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

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

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>	<b>ORIGINATING DEPARTMENT</b>
<b>SECTION NUMBER</b> Zoning and Public Safety Committee	<b>Community Development</b>
<b>ITEM</b> Case A-03-2010 - Applicant: Unitarian Church of Hinsdale - Location: 11-17 Maple Street: Site Plan/Exterior Appearance Approval for the construction of a new landscape feature in the corner side yard	<b>APPROVAL</b>

**REQUEST**

The Applicant, Unitarian Church of Hinsdale, has submitted an application for Exterior Appearance/Site Plan Review to allow for the construction of a of a new landscape feature in the corner side yard of the Unitarian Church located at 11 W. Maple Street.

On June 9, 2010, the applicant appeared before the Plan Commission for a Special Use Permit to allow for a Planned Development (which included one new setback waiver in addition to the several waivers requested for existing conditions), as well as Site Plan/Exterior Appearance approval to build a landscape feature in the front yard along Maple Street at the Unitarian Church. After a brief presentation by Zoning Board Chairman, Bill Haarlow, and subsequent discussions amongst the Plan Commission members, the Commission decided to separate the Planned Development request from the Exterior Appearance/Site Plan Review request in an effort to allow the proposed landscape feature to move forward for necessary approvals, while the applicant requested a variation for the necessary setback relief from the Zoning Board of Appeals, which was recommended as the appropriate course of action by Mr. Haarlow. The Plan Commission forwarded on the request for Exterior Appearance/Site Plan Review with a unanimous recommendation and left the public hearing open for the Planned Development request until the applicant determined what direction they wanted to proceed as the representative from Unitarian Church had identified the need to discuss the options with the Church Board and Members before moving forward.

The applicant appeared before the Plan Commission again on July 14, 2010 with the intent of pursuing the Planned Development process. After hearing additional testimony and deliberating, the Plan Commission voted unanimously to *deny* the requested Planned Development indicating that while they generally felt the proposed landscape feature would be a positive addition to the church, they did not feel the request satisfied the intent of a Planned Development and didn't meet the definition of a Planned Development pursuant to Section 12-206 of the Village Code. On August 18<sup>th</sup>, prior to appearing in front of the ZPS, the applicant submitted a letter to the Village requesting the withdrawal of the Planned Development. While staff had erroneously indicated in the memo that the withdrawal included Exterior Appearance and Site Plan review, it was never the applicant's intent to withdraw this portion of the approval as they were intending on pursuing a zoning variation which would still require the Exterior Appearance/Site Plan approval. As such the applicant is now requesting Exterior Appearance/Site Plan Review approval subject to the approval of a setback variation for the proposed landscape feature. The applicant has made application and is currently pursuing the variation request. Should the ZPS recommend approval of the requested landscape feature, the applicant would be required to secure the requested zoning variation prior to appearing before the Board of Trustees for final approval.




At the June 9<sup>th</sup>, 2010 Plan Commission meeting the commission reviewed the application submitted by the Unitarian Church of Hinsdale and recommended, on a 5-0 vote (4 absent), the approval of the request for Site Plan/Exterior Appearance Approval for a new landscape feature.

**Review Criteria**

In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

1. Subsection 11-604F pertaining to Standards for site plan disapproval; and
2. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

**MOTION:** Move that the request be forwarded to the Board of Trustees to approve an "Ordinance Approving a Site Plans and Exterior Appearance Plans for a New Landscape Feature Located at 11-17 W. Maple Street", subject to obtaining the necessary variation.

APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				



# **HINSDALE PLAN COMMISSION**

**RE: 11-17 Maple Street – Unitarian Church - Exterior Appearance and Site Plan Review**

**DATE OF PLAN COMMISSION REVIEW: June 9, 2010**

**DATE OF ZONING AND PUBLIC SAFETY REVIEW: September 20, 2010**

## **FINDINGS AND RECOMMENDATION**


### **I. FINDINGS**

1. The Unitarian Church, (the “Applicant”) submitted an application to the Village of Hinsdale for the property located at 11-17 Maple Street (the “Subject Property”).
2. The Subject Property is zoned in the IB Institutional Buildings District and improved with multiple buildings for the purpose of operating a religious facility.
3. The applicant is proposing a landscape feature to be located in the front yard of the Unitarian Church at 11 W. Maple.
4. The Plan Commission heard testimony from the audience in which a resident identified his concern that he felt the request for the Planned Development was unnecessary and the applicant’s appropriate course of action should be to seek a variation from the Zoning Board of Appeals for the requested waiver.
5. Based on the resident’s comments and discussion amongst the Plan Commission, it was suggested that the request for the Planned Development be separated from the request for Exterior Appearance/Site Plan Review to allow the landscape feature to proceed for the necessary approvals.
6. At this point the Commission requested that the applicant consider pursuing the variation request and indicated that the public hearing for the Planned Development would be left open until the applicant had decided which process to pursue.
7. The Plan Commission finds that the application for the proposed landscape feature complies with the standards set forth in Section 11-606 of the Hinsdale Zoning Code pertaining to the exterior appearance review.
8. The Plan Commission finds that the plan submitted by the Applicant, for the proposed landscape feature, complies with the standards set forth in Section 11-604 of the Zoning Code governing site plan review.

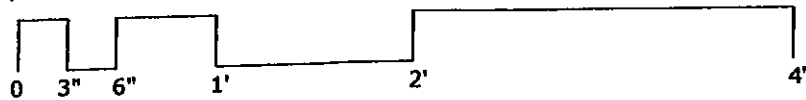
## II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of 5 "Ayes," and 0 "Nays," recommends that the President and Board of Trustees of the Village of Hinsdale approve the exterior appearance and site plans for a new landscape feature at 11-17 Maple Street.

THE HINSDALE PLAN COMMISSION

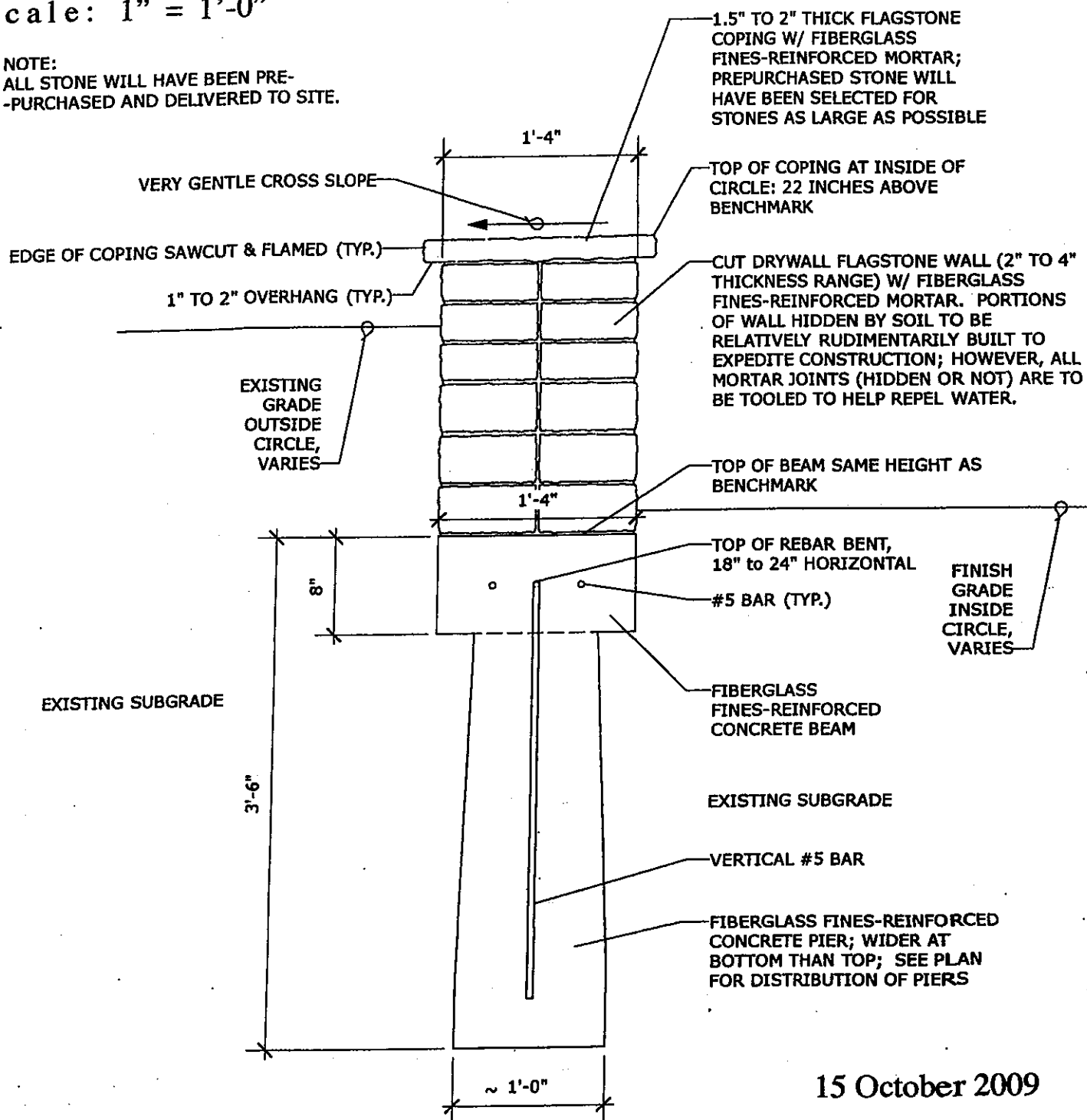
By:   
Chairman

Dated this 14<sup>th</sup> day of July, 2010.



Scale: 1" = 1'-0"

NOTE:  
ALL STONE WILL HAVE BEEN PRE-  
PURCHASED AND DELIVERED TO SITE.



15 October 2009

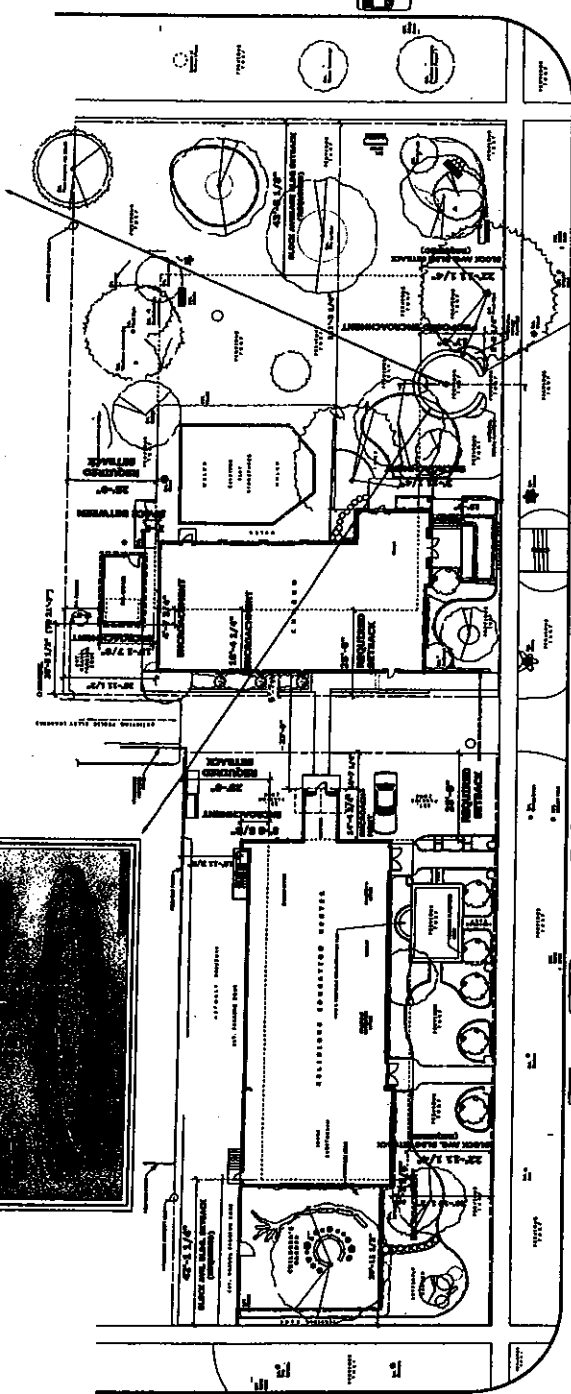
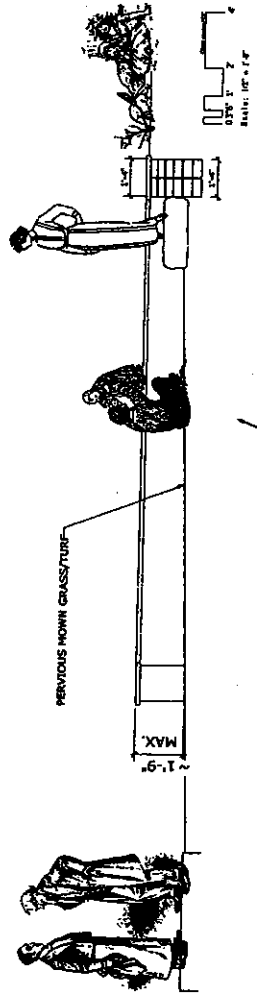
Circular Seatwall - Dwg 2 of 2: Typical Cross-Section Detail

Unitarian Church of Hinsdale

17 West Maple Street Hinsdale, Illinois

Charles Fischer, RLA P.C. Registered Landscape Architect

"Embracing the World's Great Garden Traditions" SM 507 Willowcreek Court • Clarendon Hills, Illinois 60514 • cfa@att.net (630) 734-8279



**NOTE:**  
All encroachments are  
existing conditions /  
requested waivers,  
except that of the  
"Pervious Landscape  
Garden Element".

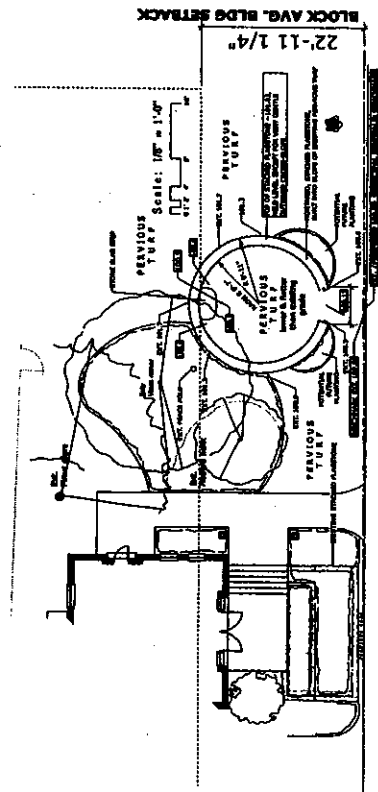
**"Pervious Landscape Garden Element", Proposed in Association w/ Applied-for Planned Development**

Updated • 25 April 2010  
11 March 2010

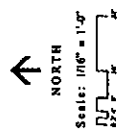
**Existing Conditions**

Plan for Pervious Landscape Garden Element  
Unitarian Church of Hinsdale  
17 West Maple Street Hinsdale, Illinois

**Charles Fischer, RLA, P.C. • Registered Landscape Architect**  
 "Experiencing the World's Great Outdoor Realities™" 257 Westmont Road • Columbus 18B, Illinois 62204 • (630) 724-4747



N	x	y	ln x	ln y	ln x/y
1	1	1	0	0	0
2	2	2	0.6931	0.6931	0
3	3	3	1.0986	1.0986	0
4	4	4	1.3863	1.3863	0
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7	7	7	1.9459	1.9459	0
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10	10	10	2.3026	2.3026	0
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65	65	65	4.1332	4.1332	0
66	66	66	4.1439		



7/2010



1/27/2010

**DRAFT**

**VILLAGE OF HINSDALE**

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

**AN ORDINANCE APPROVING SITE PLANS  
AND EXTERIOR APPEARANCE PLANS  
FOR A LANDSCAPE FEATURE AT  
THE UNITARIAN CHURCH OF HINSDALE  
AT 11-17 W. MAPLE STREET STREET**

WHEREAS, The Unitarian Church of Hinsdale. (the "Applicants") filed an application for site plan approval and exterior appearance approval (the "Application") to authorize the construction of a landscape feature, located on the property commonly known as The Unitarian Church of Hinsdale at 11-17 W. Maple Street, in the Village of Hinsdale (the "Subject Property"); and

WHEREAS, the Hinsdale Plan Commission conducted a public meeting to consider the Application on June 9<sup>th</sup>, 2010, and, after considering all of the matters related to the Application, recommended approval of the Application; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on September 20, 2010, considered the Application and the recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined 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 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 laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the site plans and exterior appearance plans attached to and, by this reference, incorporated into this Ordinance as Exhibit A (the

"Approved Plans"), subject to the conditions stated in Section 3 of this Ordinance.

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

- A. **Compliance with Plans.** All work on the Subject Property shall be undertaken in strict compliance with the Approved Plans.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicants 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 the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

**Section 5. Severability and Repeal of Inconsistent Ordinances.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

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

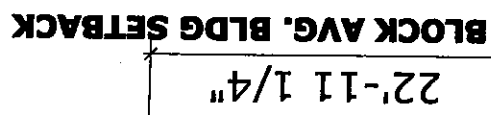
ATTEST:

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

**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO  
THE CONDITIONS OF THIS ORDINANCE:**

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




Date: \_\_\_\_\_, 2010



DATE: 4/27/2010  
STATE OF ILLINOIS REGISTERED LANDSCAPE ARCHITECT #157000242



**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>				<b>ORIGINATING DEPARTMENT</b>
<b>SECTION NUMBER ZONING &amp; PUBLIC SAFETY</b>				<b>Community Development</b>
<b>ITEM Case A-09-2010 – Applicant: Village of Hinsdale – Request: Text Amendment to Section 5-110G (Bulk, Space, And Yard Requirements), of the Hinsdale Zoning Code as it relates to existing non-conforming structures in the B-2, Central Business District.</b>				<b>APPROVAL</b>
<p>The Applicant, the Village of Hinsdale, has submitted an application to amend Section 5-110G of the Village of Hinsdale Zoning Code, as it relates to existing non-conforming structures in the B-2 Central Business District, and the allowance for them to be rebuilt to their current standing.</p> <p>On April 20<sup>th</sup>, 2010 a text amendment brought forth by Karl Weber, regarding overall building height in the B-2 Business District was approved by the Village Board. Following the approval of this text amendment, concern was expressed and interest shown regarding the ability to maintain the current status of the buildings downtown and their ability to be rebuilt to their current status, regardless of why the structures were being rebuilt or altered. As a result of these concerns the Village Attorney and staff have recommended the following language to provide downtown building owners the ability to alter or rebuild their existing buildings to the same degree that they exist today.</p> <p><b><u>Alteration, Renovation, Repair or Reconstruction of Certain Principal Structures Existing Before April 20, 2010:</u></b> A principal structure that as of April 20, 2010 exceeds two (2) stories and/or thirty (30) feet in height, as that term is defined under the Code, may be altered, renovated, repaired or reconstructed to the same specifications that existed on April 20, 2010, including but not limited to the height, lot coverage and setback of said structure, notwithstanding the non-conformance of the structure before and after the alteration, renovation, repair or reconstruction; provided, however, the protection afforded by this paragraph shall no longer apply to any such structure that is brought into conformance after April 20, 2010.</p> <p>At the Plan Commission meeting of September 8, 2010, it was recommended, unanimously (7-0) that the text amendment to Section 5-110G (Bulk, Space, And Yard Requirements), of the Hinsdale Zoning Code as it relates to existing non-conforming structures in the B-2, Central Business District, be approved.</p> <p>Attached are the draft findings and recommendation from the Plan Commission and the draft ordinance.</p> <p><b>MOTION: Move that the request be forwarded to the Board of Trustees to approve an “Ordinance Amending Article V (Business Districts), Section 5-110 (Bulk, Space and Yard Requirements), Subsection A (Maximum Height) and Subsection G (“Exceptions and Explanatory Notes”) of the Hinsdale Zoning Code Regarding Overall Building Height in the B-2 Central Business District”.</b></p>				
<b>APPROVAL</b> 	<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

**DRAFT**

**HINSDALE PLAN COMMISSION**

**RE:** Case A-09-2010 - Applicant: Village of Hinsdale – Request: Text Amendment to Section 5-110G (Bulk, Space, And Yard Requirements), of the Hinsdale Zoning Code as it relates to existing non-conforming structures in the B-2, Central Business District.

**DATE OF PLAN COMMISSION REVIEW:** July 14 and September 8, 2010

**DATE OF ZONING AND PUBLIC SAFETY REVIEW:** September 20, 2010

**FINDINGS AND RECOMMENDATION**

**I. FINDINGS**

1. The Applicant, The Village of Hinsdale, submitted an application to amend Section 5-110G (Bulk, Space, And Yard Requirements), of the Hinsdale Zoning Code as it relates to existing non-conforming structures in the B-2, Central Business District.
2. The Plan Commission heard a summary of the text amendment from staff at the Plan Commission meeting of July 14, 2010.
3. The Plan Commission indicated they generally approved of the language proposed for the text amendment but would prefer to see it in the context of a draft ordinance.
4. Staff provided a draft ordinance containing the proposed language in the text amendment for the Plan Commission meeting of September 8, 2010.
5. The Plan Commission specifically finds that the Application satisfies the standards in Section 11-601 of the Zoning Code applicable to approval of the amendments.

**II. RECOMMENDATIONS**

The Village of Hinsdale Plan Commission, by a vote of seven (7) "Ayes", zero (0) "Nays" and two (2) "Absent" recommends to the President and Board of Trustees that the Hinsdale Zoning Code be amended as proposed.

**THE HINSDALE PLAN COMMISSION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

DRAFT

VILLAGE OF HINSDALE

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

**AN ORDINANCE AMENDING ARTICLE V (BUSINESS DISTRICTS),  
SECTION 5-110 (BULK, SPACE AND YARD REQUIREMENTS)  
SUBSECTION A (MAXIMUM HEIGHT) AND SUBSECTION G  
("EXCEPTIONS AND EXPLANATORY NOTES") OF THE  
HINSDALE ZONING CODE REGARDING OVERALL BUILDING  
HEIGHT IN THE B-2 CENTRAL BUSINESS DISTRICT  
(Plan Commission Case No. A-09-2010)**

WHEREAS, the Applicant, the Village of Hinsdale, seeks to amend Article V (Business Districts), Section 5-110 (Bulk, Space and Yard Requirements), Subsection A (Maximum Height) and Subsection G (Exceptions and Explanatory Notes) of the Hinsdale Zoning Code regarding maximum building height in the B-2 Central Business District for principal structures in existence prior to April 20, 2010 ("the Application"); and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on July 14, 2010 and September 8, 2010, pursuant to notice thereof properly published in the *Hinsdalean* on June 24, 2010, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case No. A-09-2010; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on \_\_\_\_\_, 2010, considered the Application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have considered the Findings and Recommendation of the Plan Commission and all of the facts and circumstances affecting the Application, and the President and Board of Trustees have determined that it is appropriate to amend the Hinsdale Zoning Code as provided 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 as findings of the President and Board of Trustees.

**Section 2. Amendment of Section 5-110.** Article V (Business Districts), Section 5-110 (Bulk, Space, and Yard Requirements), Subsection A (“Maximum Height”) and Subsection G (“Exceptions and Explanatory Notes”) of the Hinsdale Zoning Code are amended by adding the following underlined language to read as follows:

**Sec. 5-110. Bulk, Space, And Yard Requirements:**

The building height, lot, yard, setback, floor area ratio, and coverage requirements applicable in the business districts are set forth in the following table. Footnote references appear in subsection G of this section at the end of the table.

B-1    B-2    B-3

*A. Maximum Height<sup>1</sup>:*

1. Principal structures:

(a) Feet	30	30 <sup>2,14</sup>	30
(b) Stories (whichever is less)	2	2 <sup>14</sup>	2
	*	*	*

*G. Exceptions And Explanatory Notes:*

\*                      \*                      \*                      \*

14. Height Increases For Principal Structure Existing Before April 20, 2010, In The B-2 District: A principal structure in the B-2 district that as of April 20, 2010, exceeds two (2) stories and/or thirty (30) feet in “height,” as that term is defined in section 12-206 of this code, as amended, may be altered, renovated, replaced, maintained, repaired or reconstructed to the same condition that existed as of said date, including, but not limited to, the number of stories, height, lot coverage and setback of the principal structure, notwithstanding the non-conformance of the principal structure before and after the alteration, renovation, replacement, maintenance, repair or reconstruction; provided, however, the protection afforded by this note shall not apply to any such structure that is brought into conformance after April 20, 2010.

**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.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2010.

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Thomas K. Cauley, Jr., Village President

ATTEST:




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Christine M. Bruton, Deputy Village Clerk

Z:\PLS\Village of Hinsdale\Ordinances\2010\10-xx Sec. 5-110 08-19-10.doc

DATE: September 20, 2010

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING DEPARTMENT</b>		
<b>SECTION NUMBER</b> ZONING & PUBLIC SAFETY		Community Development		
<b>ITEM</b> 22 N. Lincoln Street - Request: Approval of a Temporary Use for a Realtor's Office		<b>APPROVAL</b>		
<p>The Village has received a request to allow a realtor as a temporary use within the building located at 22 N. Lincoln Street which is in the O-1, Specialty Office District. The Hinsdale Zoning Code provides for <i>Permitted Temporary Uses</i> subject to the specific regulations and time limits as provided for in Section 9-103D of the zoning code and to the other applicable regulations of the district in which the use is permitted. The total period of time granted by such temporary use shall not exceed the period of time as specifically identified for that specific use. Where such uses are not specifically permitted, the Board of Trustees <u>may</u> approve such use, subject to the following regulations:</p> <p>9. <i>Others</i>: In any district, any other temporary use consistent with the purposes of this code and with the purposes and intent of the regulations of the district in which such use is located; provided, however, that any such use shall require the specific prior approval of the board of trustees. The board of trustees shall establish a limitation on the duration of every temporary use approved pursuant to this subsection D9. Any approval granted hereunder shall be deemed to authorize only the particular use for which it was given, and shall not be construed to be any right or entitlement to any subsequent approval hereunder for the applicant or any other person.</p> <p>As identified in the attached letter, the applicant is requesting the temporary use so that they may move forward executing a lease with an interested party while pursuing the appropriate course of action to legally allow the use. The applicant has indicated that they feel a realtor is suitable in the O-1 District given that the profession of real estate has evolved dramatically and most realtors now work independently, rather than in a large office setting with several other agents, and rarely meet with clients in the office, but convene off site to discuss their business. The O-1 currently allows insurance agents, medical offices, legal services and accounting services as permitted uses. The applicant feels that the requested use for a realtor's office is now more in line with these professions due to the aforementioned reasons. If the Board approves the Temporary Use, the applicant intends to pursue a text amendment that would allow a realtor's office in the O-1 district as a Special Use and would also run a Special Use request concurrently with the text amendment. This would allow the Plan Commission and Village Board to hear all cases independently and establish the appropriateness of the use based on the location and the individual circumstances of the property in question.</p> <p>Should the Board find the temporary use request to be satisfactory, the following motion would be appropriate:</p> <p><b>MOTION:</b> Move to approve a permit for a temporary use to operate a realtor's office at 22 N. Lincoln Street for the period of 9/22/10 thru 3/22/11.</p>				
APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
<b>COMMITTEE ACTION:</b>				

**VILLAGE OF HINSDALE  
APPLICATION FOR TEMPORARY USE**

Address of proposed request: 22 W. Lincoln St.

**APPLICATION FOR TEMPORARY USE**

The Hinsdale Zoning Code provides for *Permitted Temporary Uses* subject to the specific regulations and time limits as provided for in Section 9-103D of the zoning code and to the other applicable regulations of the district in which the use is permitted. The total period of time granted by such temporary use shall not exceed the period of time as specifically identified for that specific use. Where such uses are not specifically permitted, the Board of Trustees **MAY** approve such use, subject to the following regulations:

9. *Others:* In any district, any other temporary use consistent with the purposes of this code and with the purposes and intent of the regulations of the district in which such use is located; provided, however, that any such use shall require the specific prior approval of the board of trustees. The board of trustees shall establish a limitation on the duration of every temporary use approved pursuant to this subsection D9. Any approval granted hereunder shall be deemed to authorize only the particular use for which it was given, and shall not be construed to be any right or entitlement to any subsequent approval hereunder for the applicant or any other person.

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Owner: Doug Fuller Jr. Phone: (630) 841-0054

Date: Sept. 3, 2010

**Temporary Use Period Requested:**

From: November 1, 2010 through April, 2011

***Nature of Temporary Use Request:***

Office Space

Signature of Owner: Doug Fuller Jr.

\_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_\_\_  
Village Manager

**OR**

Date of Village Board Approval: \_\_\_\_\_, 20\_\_\_\_

***For Office Use Only***  
\$100 Fee Paid ☐

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

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

September 3, 2010

Village of Hinsdale Zoning Board

Dear Village Board:

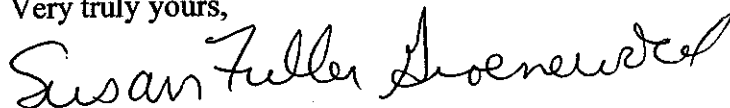
As you may be aware, my family owns the property located at 22 North Lincoln Street, just north of the service station. We have recently been in contact with a realtor in town, Linda Feinstein, who has been in business and lived in this town for many years. She is interested in renting the property to run her business out of. The current zoning code, which was established in the 1980s, does not allow for a realtor's office on our corner due to the fact at that time there were no computers or internet as we know it today. As such, realtor's offices were very busy and high-traffic businesses in the pre-internet times; much different than they are currently where most realtors work mainly from home using the main office just as a base for secretarial work.

Linda Feinstein is an individual realtor who is opening a family-owned realty office with 5 employees. We have parking available behind the building for 10 cars, which is currently being used for tow trucks, service center, and hardware store vehicles. She is interested in a long-term lease. We do not want Linda to take her business out of town and feel we could have a long relationship with her. We believe that her occupying the building will please the neighbors by beautifying the corner, and by her investing charm and elegance as is in keeping with the character of our town. Our family needs her rent and her ability to repair the corner and are pleading for your understanding and lenience in these hard times as we struggle to keep our businesses prospering.

Our current renters have been severely damaged by the terrible economy and have not paid rent in many months, and we are struggling with that along with the downturns in the various businesses in Hinsdale that we run every day. We are asking the village to allow a temporary use permit due to the change in realty services as they are today. Our family and Linda are interested in the best for our community where our children live and go to school, and hope they choose to return one day to raise their own children and run businesses that enhance our community.

We appreciate your consideration in this matter as you did in the past for other neighboring businesses that you recognized were only interested in bettering our community; without disrespect to the out-dated codes that prevent bettering our town.




Very truly yours,

A handwritten signature in cursive script, reading "Susan Fuller Doenevich".

The Fuller Family



**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING DEPARTMENT</b>	
<b>SECTION NUMBER</b> ZONING & PUBLIC SAFETY		Community Development	
<b>ITEM</b> Case A-17-2010 – Applicant: Village of Hinsdale – Request: Text Amendment to Section 11-503 (Variations), of the Hinsdale Zoning Code to give the Board of Trustees the authority to grant certain variations.		<b>APPROVAL</b>	
<p>The Applicant, the Village of Hinsdale, has submitted an application to amend Article XI (Zoning Administration and Enforcement), Part V (Interpretations, Appeals and Variations), Section 11-503 (Variations), of the Village of Hinsdale Zoning Code, to give the Board of Trustees the authority to grant certain variations.</p> <p>Currently the zoning code grants the Zoning Board of Appeals the authority to hear applications for variations on a limited number of conditions, while Illinois State Statute affords municipalities the authority for their Village Board to hear variations not otherwise authorized by the Zoning Board of Appeals. The proposed text amendment is intended to bring the current zoning code more in line with current state statutes while still maintaining the Zoning Board of Appeals as an integral part of the process. If approved, the amendment would allow an applicant the ability to request a variation not specifically listed in Section 11-503E, by first receiving a recommendation for approval from the Zoning Board of Appeals, which would then be forwarded on to the Board of Trustees for final action. The proposed process would be very similar to the entitlement process currently being used for almost all Plan Commission cases with the exception that only recommendations for approval would be forwarded on to the Board of Trustees. The ZBA would maintain final authority should the recommendation be to deny the requested variation. The process would only be utilized for variation requests that the ZBA is not currently authorized to hear. The process for all other variation requests would remain the sole authority of the Zoning Board of Appeals.</p> <p>At the Plan Commission meeting of September 8, 2010, it was recommended, unanimously (7-0) that the text amendment to Section 11-503 (Variations), of the Hinsdale Zoning Code to give the Board of Trustees the authority to grant certain variations, be approved.</p> <p>Attached are the draft findings and recommendation from the Plan Commission and the draft ordinance.</p> <p><b>MOTION:</b> Move that the request be forwarded to the Board of Trustees to approve an “Ordinance Amending Article XI (Zoning Administration and Enforcement), Part V (Interpretations, Appeals, and Variations), Section 11-503 (Variations) of the Hinsdale Zoning Code to Give the Board of Trustees the Authority to Grant Certain Variations”.</p>			
APPROVAL 	APPROVAL 	APPROVAL	MANAGER'S APPROVAL 
<b>COMMITTEE ACTION:</b>			
<b>BOARD ACTION:</b>			

**DRAFT**

**HINSDALE PLAN COMMISSION**

**RE:** Case A-17-2010 - Applicant: The Village of Hinsdale – Request: Text Amendment to Section 11-503 (Variations), of the Hinsdale Zoning Code to give the Board of Trustees the authority to grant certain variations.

**DATE OF PLAN COMMISSION REVIEW:** September 8, 2010

**DATE OF ZONING AND PUBLIC SAFETY REVIEW:** September 20, 2010

**FINDINGS AND RECOMMENDATION**

**I. FINDINGS**

1. The Applicant, The Village of Hinsdale, submitted an application to Article XI (Zoning Administration and Enforcement), Part V (Interpretations, Appeals, and Variations), Section 11-503 (Variations) of the Hinsdale Zoning Code to Give the Board of Trustees the Authority to Grant Certain Variations.
2. The Plan Commission heard testimony from residents in support of the proposed text amendment at the Plan Commission meeting of September 8, 2010.
3. The Plan Commission specifically finds that the Application satisfies the standards in Section 11-601 of the Zoning Code applicable to approval of the amendments.

**II. RECOMMENDATIONS**

The Village of Hinsdale Plan Commission, by a vote of seven (7) “Ayes”, zero (0) “Nays” and two (2) “Absent” recommends to the President and Board of Trustees that the Hinsdale Zoning Code be amended as proposed.

**THE HINSDALE PLAN COMMISSION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**DRAFT**

**VILLAGE OF HINSDALE**

**ORDINANCE NO. \_\_\_\_\_**  
**(Revised)**

**AN ORDINANCE AMENDING ARTICLE XI (ZONING ADMINISTRATION  
AND ENFORCEMENT), PART V (INTERPRETATIONS, APPEALS, AND  
VARIATIONS), SECTION 11-503 (VARIATIONS) OF THE HINSDALE  
ZONING CODE TO GIVE THE BOARD OF TRUSTEES  
THE AUTHORITY TO GRANT CERTAIN VARIATIONS**  
**(Plan Commission Case No. \_\_\_\_\_)**

WHEREAS, the Applicant, the Village of Hinsdale ("Village"), seeks to amend Article XI (Zoning Administration and Enforcement), Part V (Interpretations, Administration and Enforcement), Section 11-503 (Variations) of the Hinsdale Zoning Code to give the Board of Trustees the authority to grant certain variations ("the Application"); and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on \_\_\_\_\_, 2010, pursuant to notice thereof properly published in the Hinsdalean on \_\_\_\_\_, 2010, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case No. \_\_\_\_\_; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on \_\_\_\_\_, 2010, considered the Application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have considered the Findings and Recommendation of the Plan Commission and all of the facts and circumstances affecting the Application, and the President and Board of Trustees have determined that it is appropriate to amend the Hinsdale Zoning Code as provided 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 as findings of the President and Board of Trustees.

**Section 2. Amendment of Section 11-503.** Article XI (Zoning Administration and Enforcement), Part V (Interpretations, Administration and Enforcement), Section 11-503 (Variations) of the Hinsdale Zoning Code is amended by deleting the overstricken language and adding the underlined language to read as follows:

**Sec. 11-503. Variations.**

*A. Authority.* The Zoning Board of Appeals shall have the authority to grant variations from the provisions of this Code, but only in compliance with the procedures set forth in Subsection D of this Section and in those specific instances enumerated in Subsection E of this Section and then only in accordance with each of the standards enumerated in Subsection F of this Section. The Board of Trustees shall have the authority to grant variations from the provisions of this Code that are not specifically reserved with the Zoning Board of Appeals pursuant to Subsection E of this Section in accordance with each of the standards set forth in Subsection E2 and Subsection F of this Section, but only after a public hearing before the Zoning Board of Appeals pursuant to the requirements of Section 11-301 of this Code and a recommendation by the Zoning Board of Appeals to grant the requested variation. In such instances, the Zoning Board of Appeals shall issue its recommendation within 35 days of the close of the public hearing in the manner and form specified by Subsection 11-102H of this Code.

*B. Purpose.* The variation procedure is intended to provide a narrowly circumscribed means by which relief may be granted from unforeseen particular applications of this Code that create practical difficulties or particular hardships. When such difficulties or hardships are more appropriate for remedy, if at all, pursuant to other provisions of this Article XI, the variation procedure is necessarily inappropriate.

*C. Parties entitled to seek variations.* Applications for variations may be filed by the owner of, or person having a contractual interest in, the subject property.

*D. Procedure.*

1. *Application.* Applications for variations shall be filed in accordance with the requirements of Section 11-301 of this Code.

2. *Public hearing.* A public hearing shall be set, noticed, and conducted by the Zoning Board of Appeals in accordance with Subsection 11-303 of this Code.

3. *Action by zoning board of appeals.* Within 35 days following the close of the public hearing, the Zoning Board of Appeals shall render its decision granting or denying the variation, in the manner and form specified by Subsection ~~11-102F~~ 11-102H of this Code. The failure of the Zoning Board of Appeals to act within 35 days, or such further time to which the applicant may agree, shall be deemed to be a decision denying the variation.

*E. Authorized variations.*

1. *Permitted variations.* The Zoning Board of Appeals may vary the provisions of this Code only as provided in this ~~Paragraph~~ Subsection E1. The authority of the Zoning Board of Appeals to vary the provisions of this Code are subject to the prohibitions set forth in ~~Paragraph~~ Subsection E2 of this Section and proof by the applicant of each of the standards set forth in Subsection F of this Section.

Under no circumstances shall the list of permitted variations in this ~~Paragraph~~ Subsection E1 be construed as an entitlement, right, or claim for any applicant.

The Zoning Board of Appeals may vary the provisions of this Code in the following cases and in no others:

(a) To reduce the dimension of any required yard, setback, or building spacing, and to allow structures and uses to be located in any required yard in addition to, and to a greater degree than, those authorized by applicable district regulations.

(b) To reduce by not more than 10 percent (10%) the required lot width or lot depth of any lot; provided, however, that no such variation shall permit either the development of more than one dwelling unit in addition to the number of dwelling units that could be developed in the absence of such a variation or any increase in the otherwise permitted maximum floor area ratio.

(c) To reduce by not more than 10 percent (10%) the required lot area of any lot, and to reduce by 15 percent (15%) the lot area of any lot meeting all of the following criteria: (i) the subject lot is a legal nonconforming lot of record created by plat or deed recorded before 1923; (ii) the subject lot was vacant on January 1, 1991, or became vacant thereafter by reason of demolition or destruction of a pre-code structure that is not authorized to be rebuilt or replaced pursuant to Subsection 10-104C of this Code; (iii) the subject lot has not, at any

time after 1960, immediately abutted a vacant lot with the same owner as the subject lot when the combination of the vacant lot with the subject lot would have created a lot meeting the lot size standards then applicable to the subject lot; and iv) the subject lot has not immediately abutted any vacant lot since January 1, 1991. No variation pursuant to this subsection shall permit either the development of more than one dwelling unit in addition to the number of dwelling units that could be developed in the absence of such a variation or any increase in the otherwise permitted maximum floor area ratio.

(d) To increase by not more than ten percent (10%) the maximum allowable height of a structure in a nonresidential district, but only where necessary to accommodate variations in grade.

(e) To reduce by not more than twenty percent (20%), or one space, whichever is greater, the minimum number of off-street parking spaces or loading spaces otherwise required.

(f) To vary the number of parking or loading spaces required in connection with a change of use or an increase in use intensity.

(g) To increase by not more than twenty percent (20%) the maximum distance that required parking is permitted to be located from the zoning lot of the use for which such parking is provided.

(h) To allow an increase in height by not more than twenty percent (20%) of the maximum allowable height for the illumination of residential recreational facilities.

(i) To allow the moving of a ~~precode~~ pre-code structure to an extent or in a manner not permitted by ~~subsection~~ Subsection 10-104E of this ~~code~~ Code.

(j) To allow the otherwise prohibited restoration of a partially damaged or destroyed ~~precode~~ pre-code structure or structure devoted to a nonconforming use.

(k) To vary the bulk, yard, and space requirements when a zoning lot, whether vacant or legally used, is reduced in size, by reason of the exercise of the right of eminent domain by an authorized governmental body or by reason of a conveyance made under the specific threat of an eminent domain proceeding, so that the remainder of said zoning lot, or any structure or use on said zoning lot, does not conform with one or more of such bulk, yard, or space requirements of the district in which said zoning lot is located.

(l) To allow, for a period not to extend beyond four (4) years following the effective date of this code Code:

(i) The storage in a parking area in a residential district of more than the maximum number of class I or II vehicles specified in ~~subsection~~ Subection 9-101D4(e) of this code Code; or

(ii) The storage in a parking area in any required yard in a residential district of class II vehicles; or

(iii) The storage in a parking area in a residential district of no more than one class III vehicle; or

(iv) The provision of buffers and landscaping for class II vehicles other than those required by ~~subsection~~ Subsection 9-107D of this code Code.

Every variation granted pursuant to this ~~subsection~~ Subsection E1(l) shall run only to the applicant, as a personal privilege, and only with respect to the specific vehicle that is the subject of the application.

(m) To increase by not more than twenty percent (20%) the maximum floor area ratio permitted in the R-1 single-family residential district for any proposed development that was the subject of a variation application filed with the village and approved by the zoning board of appeals after January 1, 1989, but before the effective date of this code Code.

(n) To increase by not more than ten percent (10%) the maximum floor area ratio permitted in the B-2 central business district.

(o) To increase by not more than ten percent (10%) the maximum building coverage permitted in the B-2 central business district.

(p) To increase the maximum elevation permitted in the R-1, R-2, R-3 and R-4 single-family residential districts.

(q) To increase by not more than fifteen percent (15%) the maximum allowable height of a personal wireless services antenna support structure that is of a tower design.

(r) To allow the front of a single-family dwelling to be developed to face a frontage other than the frontage it is required to face pursuant to ~~subsection~~ Subsection 3-110I of this code Code.

(s) To reduce by more than ten percent (10%) the required lot width and area of any lot created concurrent with and as part of the terms of an annexation agreement for the land of which the lot is a part. No variation pursuant to this subsection shall permit either the development of more than one dwelling unit in addition to the number of dwelling units that could be developed in the absence of such a variation or any increase in the otherwise permitted maximum floor area ratio.

(t) To increase the maximum floor area ratio not more than the minimum amount required to authorize construction on property in the R-1, R-2, R-3, or R-4 districts of a four hundred forty (440) square foot detached garage accessory to an existing single-family detached dwelling on the subject property, but only to replace an existing attached garage and only if all of the following criteria are met: i) the existing garage is the only garage on the subject property, ii) the existing garage is unusable as a garage, in the determination of the director of public services based on reasonable evidence provided by the applicant, because of flooding outside of the reasonable control or correction of the subject property owner, iii) the proposed detached garage will not exceed a total floor area of four hundred forty (440) square feet and will comply with every other applicable provision of this eede Code, iv) the floor area ratio and building coverage of the subject property has not been increased by expansion of the single-family dwelling for at least ten (10) years prior to the date of application for the variation.

2. *Prohibited Variations:* Notwithstanding any other provision of this section, no variation shall be granted that:

(a) Is intended as a temporary measure only; or

(b) Is greater than the minimum variation necessary to relieve the particular hardship or practical difficulty demonstrated by the applicant.

*F. Standards For Variations:*

1. *General Standard:* No variation shall be granted pursuant to this section unless the applicant shall establish that carrying out the strict letter of the provisions of this eede Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this subsection Subsection F.



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

3. *Not Self-Created:* The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this code Code, for which no compensation was paid.

4. *Denied Substantial Rights:* The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

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

6. *Code And Plan Purposes:* The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this code Code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan.

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

(a) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or

(b) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or

(c) Would substantially increase congestion in the public streets due to traffic or parking; or

(d) Would unduly increase the danger of flood or fire; or

(e) Would unduly tax public utilities and facilities in the area; or

(f) Would endanger the public health or safety.

8. *No Other Remedy:* There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

G. *Variation Less Than Requested:* A variation less than or different from that requested may be granted when the record supports the applicant's right to some relief but not to the relief requested.

H. *Conditions On Variations:* ~~The zoning board of appeals~~ Zoning Board of Appeals, or the Board of Trustees as the case may be, may impose such specific conditions and limitations concerning use, construction, character, location, landscaping, screening, and other matters relating to the purposes and objectives of this code Code upon the premises benefited by a variation as may be necessary or appropriate to prevent or minimize adverse effects upon other property and improvements in the vicinity of the subject property or upon public facilities and services. Such conditions shall be expressly set forth in the resolution granting the variation. Violation of any such condition or limitation shall be a violation of this code Code and shall constitute grounds for revocation of the variation.

I. *Affidavit Of Compliance With Conditions:* Whenever any variation authorized pursuant to this section is made subject to conditions and limitations to be met by the applicant, the applicant shall upon meeting such conditions file an affidavit with the village manager so stating.

J. *Effect Of Grant Of Variation:* The grant of a variation shall not authorize the establishment or extension of any use nor the development, construction, reconstruction, alteration, or moving of any building or structure, but shall merely authorize the preparation, filing, and processing of applications for any permits and approval that

may be required by the codes and ordinances of the village including, but not limited to, a certificate of zoning compliance, a building permit, a certificate of occupancy, subdivision approval, and site plan approval.

**K. *Limitations On Variations:*** Subject to an extension of time granted by the village manager pursuant to ~~subsection~~ Subsection 11-101K of this article, no variation from the provisions of this ~~code~~ Code shall be valid for a period longer than one year unless a building permit is issued and construction is actually begun within that period and is thereafter diligently pursued to completion or unless a certificate of occupancy is issued and a use is commenced within that period.

A variation shall be deemed to authorize only the particular construction or development for which it was issued and shall automatically expire and cease to be of any force or effect if such construction or development shall be removed and not replaced within six (6) months following such removal.

**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.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2010.

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Thomas K. Cauley, Jr., Village President

ATTEST:

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Christine M. Bruton, Deputy Village Clerk

Z:\PLS\Village of Hinsdale\Ordinances\2010\10-xx Sec. 11-503 05-26-10.doc

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>	<b>ORIGINATING DEPARTMENT</b>
<b>SECTION NUMBER</b>	<b>Community Development</b>
<b>ITEM 18 S. Blaine Street – Mary Alice and Dennis Fitzpatrick – Site Plan and Exterior Appearance Review – Fence Approval</b>	<b>APPROVAL</b>

**REQUEST**

The petitioner, Mary Alice and Dennis Fitzpatrick, are requesting exterior appearance and site plan review to allow for a 6-foot privacy fence along Chicago Avenue which runs along the north portion of the subject property. The property is zoned O-1, but is a single family residence and as such requires site plan/exterior appearance approval for any improvements made on the property. It should be noted that this request is after-the-fact as the applicant has already installed the fence and is requesting the approval as a result of being cited by the Village for doing the work without the appropriate Village approvals. On a non-residential lot, the building code permits an 8-foot fence, whereas the applicant has only installed a 6-foot fence. As such the fence meets the requirements of the Village's Building Code. The style and size of the fence can be identified in the attached documents provided by the applicant.

At the September 8, 2010 Plan Commission meeting the commission reviewed the application submitted by Mary Alice and Dennis Fitzpatrick and unanimously recommended approval (7-0, two absent) of the request for site plan and exterior appearance for the requested fence replacement.




**Review Criteria**

In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

1. Subsection 11-604F pertaining to Standards for site plan disapproval; and
2. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

Attached are the draft findings and recommendation from the Plan Commission and the draft ordinance.

**MOTION: Move that the request be forwarded to the Board of Trustees to approve an "Ordinance Approving Site Plans and Exterior Appearance Plans for Replacement of a Fence at 18 S. Blaine Street."**

<b>APPROVAL</b> 	<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

**DRAFT**

## **HINSDALE PLAN COMMISSION**

**RE: 18 S. Blaine Street – Mary Alice and Dennis Fitzpatrick - Exterior Appearance and Site Plan Review**

**DATE OF PLAN COMMISSION REVIEW: September 8, 2010**

**DATE OF ZONING AND PUBLIC SAFETY REVIEW: September 20, 2010**

### **FINDINGS AND RECOMMENDATION**

#### **I. FINDINGS**

1. Mary Alice and Dennis Fitzpatrick, (the “Applicant”) submitted an application to the Village of Hinsdale for the property located at 18 S. Blaine Street (the “Subject Property”).
2. The Subject Property is zoned in the O-1 Specialty Office District and improved with a single-family residence.
3. The applicants are seeking after-the-fact approval of exterior appearance and site plan review approval to allow a 6’-0” privacy fence to remain on the northern lot line running along Chicago Avenue.
4. The Plan Commission finds that the plan submitted by the Applicant complies with the applicable bulk, space and yard requirements of the Hinsdale Zoning Code.
5. The Plan Commission finds that the application complies with the standards set forth in Section 11-606 of the Hinsdale Zoning Code pertaining to the exterior appearance review.
6. 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. There are no changes proposed to the site plan.

#### **II. RECOMMENDATION**

The Village of Hinsdale Plan Commission, on a vote of 7 “Ayes,” 0 “Nays,” 2 “Absent” recommends that the President and Board of Trustees of the Village of Hinsdale approve the exterior appearance/site plans at 18 S. Blaine Street.

#### **THE HINSDALE PLAN COMMISSION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**VILLAGE OF HINSDALE**

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

**AN ORDINANCE APPROVING SITE PLANS  
AND EXTERIOR APPEARANCE PLANS FOR REPLACEMENT OF A  
FENCE AT 18 S. BLAINE STREET**

WHEREAS, Mary Alice and Dennis Fitzpatrick, (the "Applicants") filed an application for site plan approval and exterior appearance approval (the "Application") to authorize the replacement of a 6'-0" privacy fence, located on the property commonly known as 18 S. Blaine Street in the Village of Hinsdale (the "Subject Property"); and

WHEREAS, the Hinsdale Plan Commission conducted a public meeting to consider the Application on September 8, 2010, and, after considering all of the matters related to the Application, recommended approval of the Application; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on September 20, 2010, considered the Application and the recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined 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 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 laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the site plans and exterior appearance plans attached to and, by this reference, incorporated into this Ordinance as Exhibit A (the "Approved Plans"), subject to the conditions stated in Section 3 of this Ordinance.

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

- A. **Compliance with Plans.** All work on the Subject Property shall be undertaken in strict compliance with the Approved Plans.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicants 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 the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

**Section 5. Severability and Repeal of Inconsistent Ordinances.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2010.



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

**ATTEST:**

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

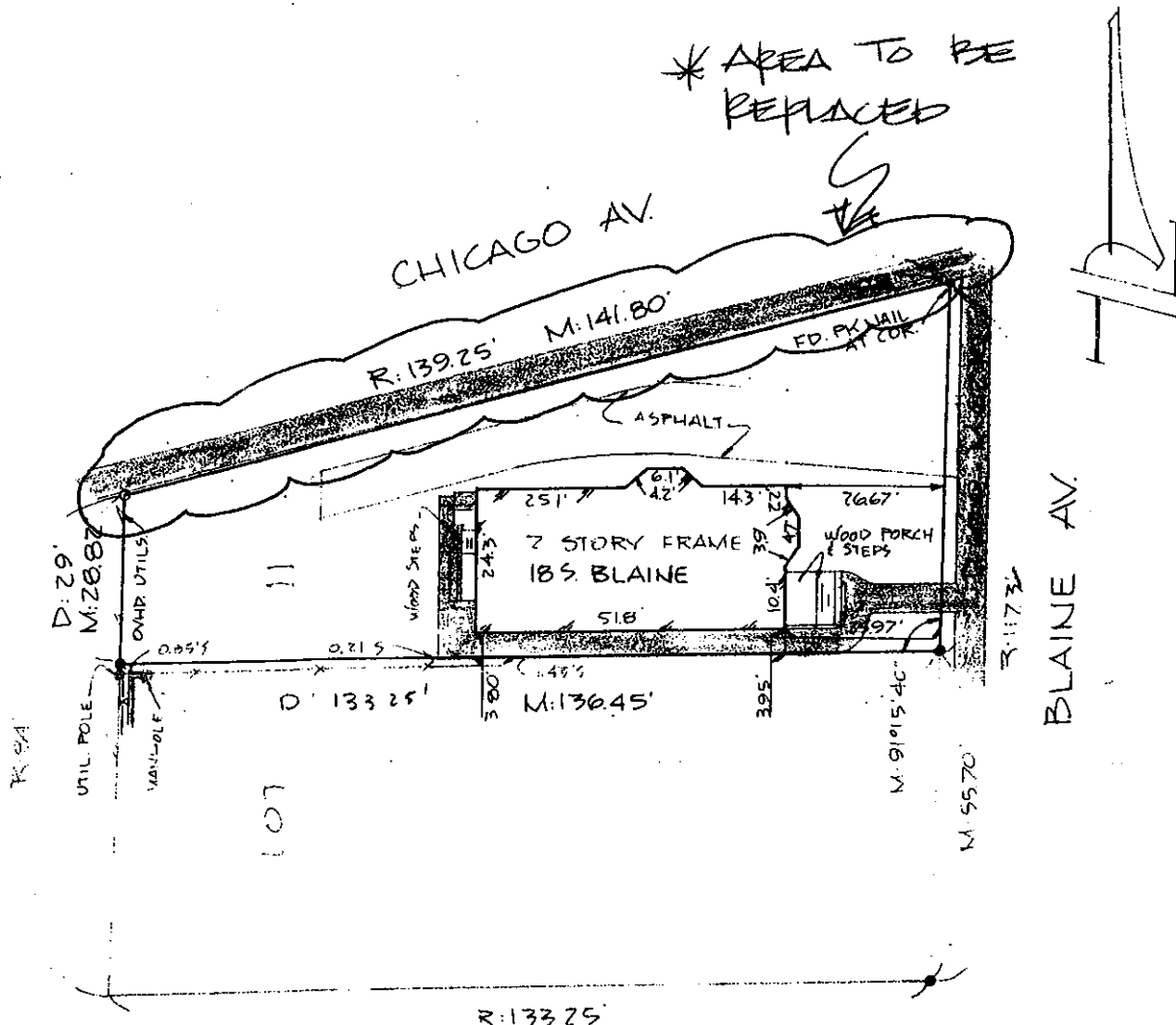
**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO  
THE CONDITIONS OF THIS ORDINANCE:**

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

Date: \_\_\_\_\_, 2010

# PLAT OF SURVEY

Of that part of Lot 11 in Gladstone Park, a subdivision of Block 4 in William Robbin's First Addition to Hinsdale, a subdivision in the Northeast quarter of Section 12, Township 38 North, Range 11, East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of said Lot 11 and running thence South along the West line of Blaine Avenue 62 feet; thence West parallel with the South line of said Lot 133.25 feet to the West line of said Lot; thence North along said West line 29 feet to the South line of Chicago Avenue; thence Northeasterly along South line of Chicago Avenue 139.25 feet to the place of beginning, according to the plat of said Gladstone Park recorded September 7, 1887 as Document 38039, in DuPage County, Illinois.



REVISED LEGAL 4-3-84

Legend	
R = record distance	CH = chord
M = measured distance	● = found iron
D = deed	○ = set iron
Concrete shown shaded	
--- Fence line	
--- Limits of building	
Scale 1" = 20 feet	

Date of Survey MARCH 23, 1984

State of Illinois

County of Du Page

I hereby certify that the above described property has been surveyed, under my supervision, according to the official record and that the above plat correctly represents said survey. All distances are in feet and decimals thereof.

I hereby further certify that unless otherwise shown, the buildings on the parcel are within property lines and the adjoining improvements do not encroach on the above described property.

*Martin D. Sedig*

Compare the description of this plat with deed. Refer to title policy for items of record not shown above.



**SCHLAF - SEDIG  
& ASSOCIATES, INC.**

Hinsdale, Illinois 60143  
(312) 773-1761

**REQUEST FOR BOARD ACTION**

<b>AGENDA SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT Community Development</b>
<b>ITEM 19 E. Chicago Avenue – Village of Hinsdale – Site Plan and Exterior Appearance Review – Fence Approval</b>	<b>APPROVAL</b>

**REQUEST**

The petitioner, the Village of Hinsdale, is requesting exterior appearance and site plan review to allow for a 6-foot ornamental fence to be located around the existing generators on the south side of the Villages' Memorial Hall. The property is zoned IB, Institutional Buildings and as such requires site plan/exterior appearance approval for any improvements made on the property. While the fence is permanent in material, it will be temporary in nature as George Franco, Director of Public Services has indicated that the fence is an affordable alternative intended to provide security and protect individuals from the existing generators until the Village is able to secure funds to place a more permanent fence around the site. The Village has had several problems in the recent past where individuals have breached the existing cloth fence thereby creating unnecessary liabilities for the Village. The proposed ornamental fence would alleviate that concern until the Village is able to secure the appropriate funds for a permanent structure. While the proposed fence does not attach to the building and therefore does not require a Certificate of Appropriateness from the Historic Preservation Commission, Mr. Franco has indicated that the intent is to eventually secure funding to build a permanent, masonry fence that will tie into Village Hall both physically and aesthetically, which would ultimately require approval from both the Historic Preservation Commission and the Plan Commission. In addition, Certificates of Appropriateness are not required in connection with any permit necessary to correct what is determined to be an immediate health or safety problem.

On a non-residential lot, the building code permits an 8-foot fence. As such the fence meets the requirements of the Village's Building Code. The style and size of the fence can be identified in the attached documents provided by the applicant.

At the September 8, 2010 Plan Commission meeting the commission reviewed the application submitted by the Village of Hinsdale and unanimously recommended approval (7-0, two absent) of the request for site plan and exterior appearance for the requested fence with the condition that the Village install four season screening of the generators within 6 months of approval.




**Review Criteria**

In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

1. Subsection 11-604F pertaining to Standards for site plan disapproval; and
2. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

Attached are the draft findings and recommendation from the Plan Commission and the draft ordinance.

**MOTION: Move that the request be forwarded to the Board of Trustees to approve an  
“Ordinance Approving Site Plans and Exterior Appearance Plans for the Installation of a  
Fence at 19 E. Chicago Avenue.”**

<b>APPROVAL</b> 	<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

**HINSDALE PLAN COMMISSION**

**RE: 19 E. Chicago Avenue – The Village of Hinsdale - Exterior Appearance and Site Plan Review**

**DATE OF PLAN COMMISSION REVIEW: September 8, 2010**

**DATE OF ZONING AND PUBLIC SAFETY REVIEW: September 20, 2010**

**FINDINGS AND RECOMMENDATION****I. FINDINGS**

1. The Village of Hinsdale, (the “Applicant”) submitted an application for the property located at 19 E. Chicago Avenue (the “Subject Property”).
2. The Subject Property is zoned in the IB, Institutional Buildings District and improved with the Village Hall and Public Library.
3. The Village is seeking approval of exterior appearance and site plan review approval to allow a 6’-0” ornamental fence to be installed around the existing generators on the south side of the building located at 19 E. Chicago Avenue.
4. The Village indicated that while the fence is permanent in material, it is temporary in nature as the intent was to construct a brick wall, to match the Memorial Building, when additional funds could be secured.
5. The Commission expressed concerns with the fence, although temporary, becoming more permanent.
6. Certain Commission members also commented on the Historic status of the Memorial Building and questioned whether it should go through the Historic Preservation Commission.
7. The Village duly noted the concern and advised the Commission that while a Certificate of Appropriateness from the Historic Preservation Commission is not required, the Village made every effort to extend the courtesy of Historic Preservation review, but due to the urgency and safety issues associated with the approval that became unfeasible.
8. The Village also provided assurances that at the point the Village requested approval for the permanent brick wall they would extend the courtesy of providing the Historic Preservation Commission the ability to make comments on the proposed wall at that time.
9. The Commission discussed various aspects of the fence and the need to secure the generators, and offered thoughts on how to provide more assurance that the fence would not become permanent and how to appropriately screen the fence.
10. The Commission concluded that the Village should provide four season screening within 6 months of final approval, to the extent required by the Village Board in order to maintain sufficient access for required maintenance of the generators.

11. The Plan Commission finds that the plan submitted by the Applicant complies with the applicable bulk, space and yard requirements of the Hinsdale Zoning Code.
12. The Plan Commission finds that the application complies with the standards set forth in Section 11-606 of the Hinsdale Zoning Code pertaining to the exterior appearance review.
13. 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. There are no changes proposed to the site plan.

## **II. RECOMMENDATION**

The Village of Hinsdale Plan Commission, on a vote of 7 "Ayes," 0 "Nays," 2 "Absent" recommends that the President and Board of Trustees of the Village of Hinsdale approve the exterior appearance/site plans at 19 E. Chicago Avenue with the condition that the applicant shall install four season screening within 6 months of final approval, to the extent required by the Village Board of Trustees in order to maintain sufficient access for required maintenance of the generators.

### **THE HINSDALE PLAN COMMISSION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**DRAFT**

**VILLAGE OF HINSDALE**

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

**AN ORDINANCE APPROVING SITE PLANS  
AND EXTERIOR APPEARANCE PLANS FOR INSTALLATION OF A  
FENCE AT 19 E. CHICAGO AVENUE**

WHEREAS, The Village of Hinsdale, (the "Applicants") filed an application for site plan approval and exterior appearance approval (the "Application") to authorize the installation of a 6'-0" ornamental fence around the existing generators, located on the property commonly known as 19 E. Chicago Avenue in the Village of Hinsdale (the "Subject Property"); and

WHEREAS, the Hinsdale Plan Commission conducted a public meeting to consider the Application on September 8, 2010, and, after considering all of the matters related to the Application, recommended approval of the Application; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on September 20, 2010, considered the Application and the recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined 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 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 laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the site plans and exterior appearance plans attached to and, by this reference, incorporated into this Ordinance as Exhibit A (the "Approved Plans"), subject to the conditions stated in Section 3 of this Ordinance.

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

- A. **Compliance with Plans.** All work on the Subject Property shall be undertaken in strict compliance with the Approved Plans.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicants shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- D. **Screening.** The applicant shall install four season screening within 6 months of final approval, to the extent required by the Village Board of Trustees in order to maintain sufficient access for required maintenance of the generators.

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

**Section 5. Severability and Repeal of Inconsistent Ordinances.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

AYES:



NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

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

ATTEST:

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

**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO  
THE CONDITIONS OF THIS ORDINANCE:**

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

Date: \_\_\_\_\_, 2010

EXHIBIT "A"






**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> <b>SECTION NUMBER</b> Zoning and Public Safety Committee	<b>ORIGINATING DEPARTMENT</b> Community Development
<b>ITEM</b> Case A-13-2010 - Applicant: John Weinberger/Continental Motors - Location: 420 E. Ogden Avenue: Special Use Permit to allow a Planned Development and Site Plan/Exterior Appearance Approval for facade improvements to the existing car dealership.	<b>APPROVAL</b>
<p>The applicant, Continental Motors is requesting a Special Use Permit to allow a Planned Development and Site Plan/Exterior Appearance Approval for exterior work to the façade of the existing car dealership at 420 E. Ogden Avenue. In 2007, Continental Motors came before the Village Board to request various approvals, which included text amendments to allow a Planned Development providing for the expansion of the existing car dealership along Ogden Avenue, as well as the actual Special Use for the Planned Development and Site Plan/Exterior Appearance approval for the expansion of the existing car dealership. On August 27<sup>th</sup>, 2007 the ZPS forwarded this request on to the Village Board meeting of September 4<sup>th</sup> with a favorable and unanimous vote where it was then approved unanimously by the Village Board as Ordinance #O2007-62. Recent structural issues prompted the applicant to apply for permits to make these repairs and use this opportunity to request a Major Adjustment to the Planned Development and propose the façade changes to the Village Board. It was at this time that staff identified an error made during the initial approval process in 2007. While the text amendment allowing the dealership to request the Planned Development was approved, the latter requests which included the Special Use for the Planned Development and Exterior Appearance/Site Plan Review, were erroneously dropped from the request during the process, and subsequently never approved. While two motions and two approving ordinances should have been executed (one for the text amendment and one for the remaining approvals), only the ordinance regarding the text amendment was ever adopted leaving all remaining requests unapproved. The applicant has agreed to come back and obtain the approvals for the processes which they assumed had already been in place, however due to the severity and risks involved with the existing damage they requested that the Board discuss and consider the possibility of allowing them to move ahead with repairs, including the minor modification to the façade (illustrated in the attached documents) while they come back through to redo the processes that were inadvertently not included as part of the approval in 2007.</p> <p>At the September 8<sup>th</sup>, 2010 Plan Commission meeting the commission reviewed the application submitted by Continental Motors and recommended approval, on a 7-0 vote (2 absent), the approval of the request for a Special Use Permit for a Planned Development, which included waivers for the following:</p> <ul style="list-style-type: none"> <li>• Reduction in the number of required parking spaces from 100 spaces to 40 spaces;</li> <li>• Reduction in the number of required loading spaces from 1 space to 0 spaces;</li> <li>• Reduction of the front yard setback from 100 feet to 91.07 feet;</li> <li>• Reduction of the (east) side yard setback from 10 feet to 0 feet;</li> <li>• Allow a total lot coverage of 100% in lieu of the required 90%;</li> </ul> <p>as well as Site Plan/Exterior Appearance Approval for façade improvements to the existing car dealership.</p> <p><b><u>Review Criteria</u></b></p> <p>In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:</p> <ol style="list-style-type: none"> <li>1. Subsection 11-602E pertaining to Standards for special use permits;</li> <li>2. Subsection 11-603E pertaining to Standards for planned developments;</li> <li>3. Subsection 11-604F pertaining to Standards for site plan disapproval; and</li> </ol>	

4. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

Attached are the draft findings and recommendations from the Plan Commission and the draft ordinance.

**MOTION:** Move that the request be forwarded to the Board of Trustees to approve an "Ordinance Approving a Special Use Permit for a Planned Development, and Site Plans and Exterior Appearance Plans for Façade Changes to the Commercial Building Located at 420 E. Ogden Avenue."

APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

## HINSDALE PLAN COMMISSION

**RE: Case A-13-2010 - Applicant: John Weinberger/Continental Motors - Location: 420 E. Ogden Avenue: Special Use Permit to allow a Planned Development and Site Plan/Exterior Appearance Approval for facade improvements to the existing car dealership.**

**DATE OF PLAN COMMISSION REVIEW: September 8, 2010**

**DATE OF ZONING AND PUBLIC SAFETY REVIEW: September 20, 2010**

## FINDINGS AND RECOMMENDATION

### I. FINDINGS

1. John Weinberger of Continental Motors, submitted an application to the Village of Hinsdale for a special use permit for a planned development for the existing car dealership, as well as Exterior Appearance and Site Plan Review for exterior façade modifications to the property located at 420 E. Ogden Avenue (the "Application").
2. The property is located within the B-3, General Business District and improved with a 1-story, car dealership, commonly known as Continental Motors.
3. The applicant is proposing façade improvements to the existing car dealership as a result of recent structural problems that need to be repaired.
4. The Plan Commission heard a presentation from the applicant regarding the proposed façade improvements and planned development.
5. The Plan Commission then heard a brief explanation from staff, summarizing the current planned development request and how both the applicant and staff came to understand how portions of the original approvals were inadvertently eliminated in 2007 resulting in the applicant's current situation.
6. The Plan Commission specifically finds that the Application, as a whole, satisfies the standards in Section 11-602 of the Zoning Code applicable to approval of a special use permit, Section 11-603 pertaining to Planned Developments, Subsection 11-604F pertaining to Standards for Site Plan Disapproval and Section 11-606 of the Zoning Code governing Exterior Appearance Review.

### II. RECOMMENDATION

The Village of Hinsdale Plan Commission, by a vote of 7 "Ayes," 0 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application

for a Special Use Permit for a Planned Development at 420 E. Ogden, including the requested waivers.

The Village of Hinsdale Plan Commission, by a vote of 7 "Ayes," 0 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application for Exterior Appearance/Site Plan Review approval of exterior façade modifications to the property located at 420 E. Ogden.

THE HINSDALE PLAN COMMISSION

By:

\_\_\_\_\_  
Chairman

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**VILLAGE OF HINSDALE**

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

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A PLANNED  
DEVELOPMENT AND SITE PLANS AND EXTERIOR APPEARANCE  
PLANS FOR FAÇADE CHANGES FOR THE COMMERCIAL BUILDING  
LOCATED AT 420 EAST OGDEN AVENUE  
(Plan Commission Case No. A-13-2010)**

WHEREAS, John Weinberger/Continental Motorports (the "Applicant") is the legal title owner of the property located at 420 East Ogden Avenue, Hinsdale, Illinois (the "Subject Property"), which Subject Property is legally described in Exhibit A, attached and incorporated herein by reference; and

WHEREAS, the Applicant has applied for a planned development, which is required to be processed as a special use in the B-3 General Business District, for the expansion of an existing car dealership at the Subject Property and the construction of improvements to the façade at the Subject Property; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing and deliberated on the Application on September 8, 2010, pursuant to notice thereof properly published in the Hinsdalean on August 19, 2010, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case Number A-13-2010; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on September 10, 2010, considered the Application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the recommendation of the Zoning and Public Safety Committee, the Findings and Recommendation of the Plan Commission, and all of the materials, facts, and circumstances related to the Application, and they find that the Application satisfies the standards set forth in the Hinsdale Zoning Code relating to the requested approvals, but only subject to the conditions set forth in this Ordinance.

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

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

**Section 2. Approval of a Special Use Permit for a Planned Development.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 11-602 and 11-603 of the Hinsdale Zoning Code, approves a special use permit authorizing a Planned Development for the Subject Property for the expansion of an existing car dealership and the construction of improvements to the façade pursuant to the plans prepared by Styczynski, Walker and Associates, in the form attached hereto, and by this reference incorporated herein, as Exhibit B (the "Approved Detailed Plans"). The approval granted in this Section 2 is subject to the conditions set forth in Section 6 of this Ordinance.

**Section 3. Modifications of Certain Zoning Code Regulations for the Property Located at 420 East Ogden Avenue.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Subsection 11-603H of the Hinsdale Zoning Code, modifies the following provisions of the Hinsdale Zoning Code for the property located at 420 East Ogden Avenue as part of the Planned Development, subject to the conditions set forth in Section 6 of this Ordinance:

- A. The number of parking spaces shall be 40 spaces rather than the required 100 spaces;
- B. There shall be no loading spaces rather than the required one (1) loading space;
- C. The front yard setback shall be 91.07 feet rather than the required 100 feet;
- D. There shall be no side yard (east) setback rather than the required 10 feet; and
- E. The total lot coverage shall be 100% rather than the required 90%.

**Section 4. Approval of Site Plan.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-604 of the Hinsdale Zoning Code, hereby approves the site plan for the proposed development in the form attached hereto, and by this reference incorporated herein, as Exhibit C (the "Approved Site Plan"), subject to the conditions set forth in Section 6 of this Ordinance.

**Section 5. Approval of Exterior Appearance Plans.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and



by Section 11-606 of the Hinsdale Zoning Code, hereby approves the exterior appearance plans for the planned development in the form attached hereto, and by this reference incorporated herein, as Exhibit B (the "Approved Exterior Appearance Plans"), subject to the conditions stated in Section 6 of this Ordinance.

**Section 6. Conditions on Approvals.** The approvals granted in Sections 2 through 5 of this Ordinance are granted 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. **Compliance with Approved Plans.** All development within the Subject Property shall be undertaken only in strict compliance with the Village-approved plans, including without limitation, the Approved Detailed Plans, the Approved Exterior Appearance Plans, the approved Site Plan and other Village-approved plans.
- 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 the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

**Section 7. Violation of Condition or Code.** Any violation of (i) any term or condition stated in this Ordinance or (ii) any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

**Section 8. Severability and Repeal of Inconsistent Ordinances.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or

parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 9. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2010.

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

ATTEST:

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

**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE  
CONDITIONS OF THIS ORDINANCE:**

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

Its:

Date: \_\_\_\_\_, 2010

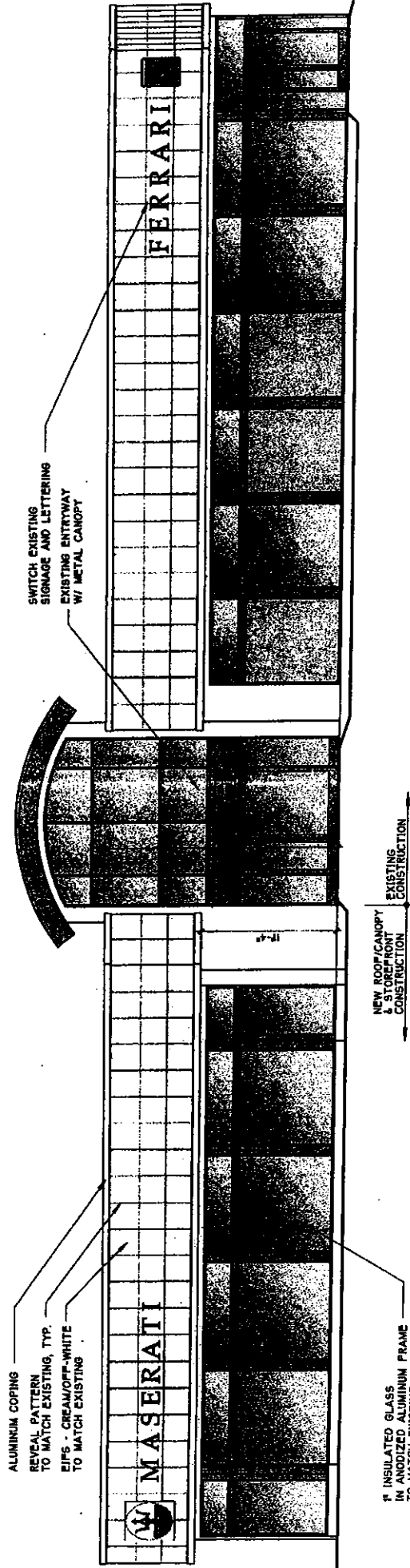
**EXHIBIT A**

**LEGAL DESCRIPTION**

**LOT 1 IN CONTINENTAL AUTOSPORTS, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.**

# Continental AutoSports

420 E. Ogden Avenue, Hinsdale, Illinois



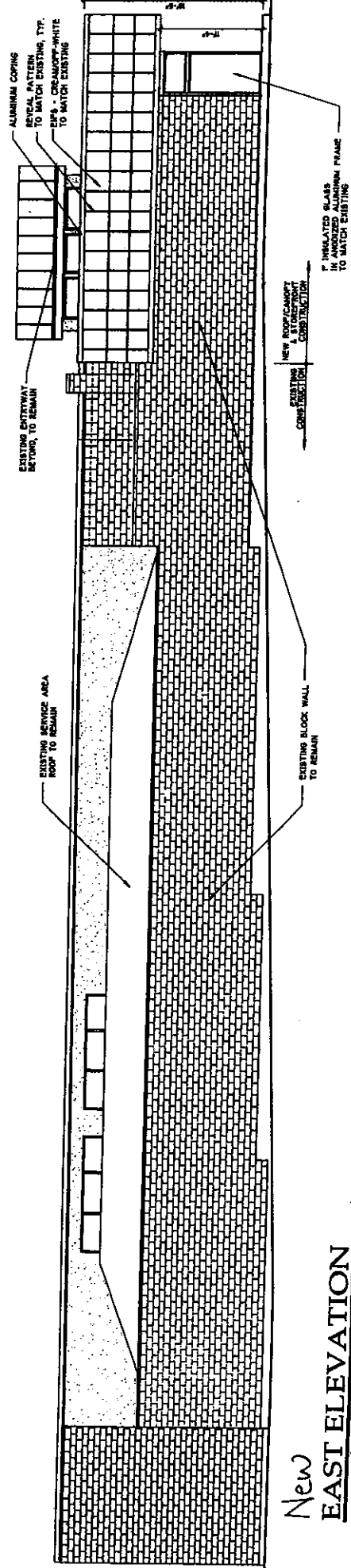
## NORTH ELEVATION

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



**STYCZYNSKI WALKER & ASSOCIATES**  
architects

P.O. Box 1253 • Westmont, Illinois 60559 • 630.786.2513



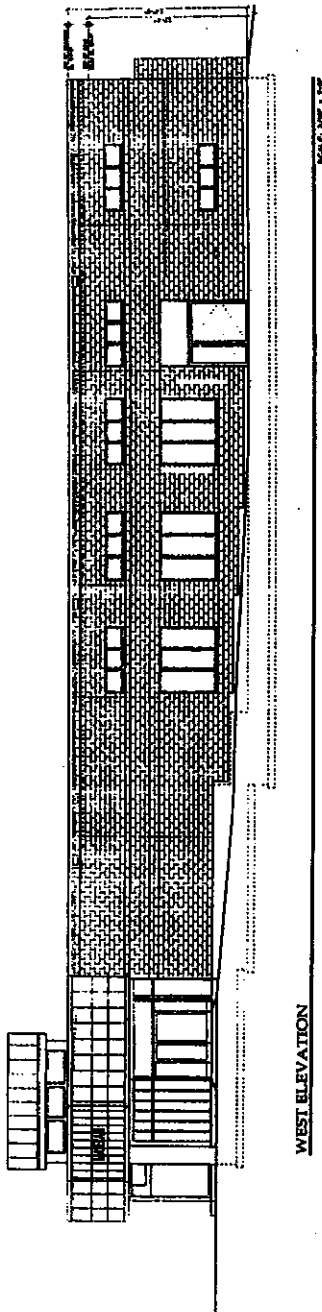
New  
EAST ELEVATION

SCALE: 3/32" = 1'-0"

Continental Autosports Showroom/Roof Renovation  
420 E. Ogden Avenue, Bensenville, Illinois  
LaMantha Construction Co., Inc.  
9100 W. Ogden Avenue, Brookfield, Illinois  
PH: 708.387.9900 FAX: 708.433.9900

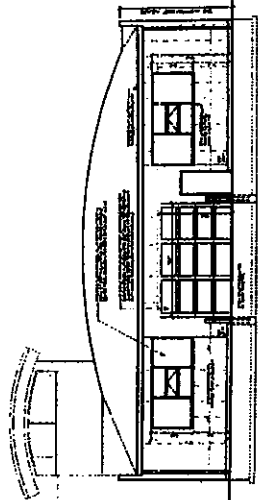
Styczynski Walker & Associates  
Architects  
P.O. Box 1250  
Westmont, Illinois  
630/799-2513  
630/774-0783  
swe-architects.com

DATE: 06/03/10  
SHEET: 09204  
PROJECT: A4.1



WEST ELEVATION

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



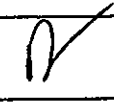


SOUTH ELEVATION

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



**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>				<b>ORIGINATING DEPARTMENT</b>
<b>SECTION NUMBER</b> Zoning and Public Safety Committee				<b>Community Development</b>
<b>ITEM</b> Case A-27-2010 – Applicant: Covenant Church – Request: Planned Development Amendment to approve major adjustments to the approved Planned Development (O2006-34).				<b>APPROVAL</b>
<p>On May 16<sup>th</sup>, 2006, the Village Board passed Ordinance #O2006-34, approving a Planned Development for Covenant Church at 18 and 30 E. Fourth Street. The applicant is proposing to construct a 508 square foot addition to the rear of the existing single-family residence at 18 E. Fourth, which the Zoning Code classifies as a major adjustment to the Planned Development. Due to the nature of the request, a major adjustment to a Planned Development goes directly to the Village Board for action. The applicant has stated within the attached application that due to the absence of issues regarding the residence during the original Planned Development approval, they feel that the requested addition is in substantial conformity with the approved plans. In addition to the required applications, the petitioner has also provided a letter from the neighbors adjacent to the subject property, supporting the request.</p> <p>Pursuant to Article 11, Section 11-603(K)(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. Staff believes that the changes are in substantial conformity with the approved plans and recommends approval to the Village Board.</p> <p><b>MOTION:</b> Move that the request be forwarded to the Board of Trustees to approve an “Ordinance Approving a Major Adjustment to a Planned Development for the Construction of an Addition to the Single-Family Residence at 18 E. Fourth Street.”</p>				
<b>APPROVAL</b> 	<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				



Evangelical Covenant Church of Hinsdale  
412 S. Garfield Street  
Hinsdale, IL 60521 630-323-2318  
Fax 630-323-2460 Preschool 630-323-2340

Board of Trustees

Village of Hinsdale

Hinsdale, IL 60521

September 9, 2010

Dear Trustees,

On behalf of the Evangelical Covenant Church of Hinsdale I want to thank you for your consideration of our proposed addition for 18 East Fourth Street. We and our neighbors share a common vision of keeping this property a single family residence for the foreseeable future. The proposed addition will greatly improve the utility of the home and will allow us to continue to house one of our Pastors and his family within the community for years to come.

Thank you for your time and for your service to the Village.

Respectfully,

A handwritten signature in black ink, appearing to read "Chad Burlet". The signature is fluid and cursive, with the first name "Chad" written in a larger, more prominent script than the last name "Burlet".

Chad Burlet, Chair

Leadership Council

**VILLAGE OF HINSDALE**

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

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT  
TO A PLANNED DEVELOPMENT FOR THE CONSTRUCTION  
OF AN ADDITION TO THE SINGLE-FAMILY  
RESIDENCE AT 18 EAST FOURTH STREET**

WHEREAS, Covenant Church (the "Applicant") is the legal title owner of the property located at 18 and 30 East Fourth Street, Hinsdale, Illinois (the "Subject Property"); and

WHEREAS, the Village approved a planned development for the Subject Property pursuant to Ordinance No. O2006-34 (the "Original Ordinance"); and

WHEREAS, the Applicant seeks a major adjustment to the planned development for the Subject Property pursuant to Subsection 11-603K2 of the Hinsdale Zoning Code (the "Application"); and

WHEREAS, the Applicant seeks approval of a major adjustment to construct a 508 foot addition to the rear of the existing single-family residence at 18 East Fourth Street as depicted on the Approved Plans attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Zoning and Public Safety Committee of the Village of Hinsdale Board of Trustees, at a public meeting held on September 20, 2010, considered the Application and recommended its approval; and

WHEREAS, the President and Board of Trustees find that the Application proposes changes to the planned development final plan that, as approved by this Ordinance, will be in substantial conformance with the approved planned development final plan and the Original Ordinance as required by Subsection 11-603K2 of the Hinsdale Zoning Code.

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

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

Section 2. Approval of Major Adjustment to the Planned Development Final Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-603K2 of the Hinsdale

Zoning Code, approve the major adjustment to the approved planned development for the Subject Property to construct a 508 foot addition to the rear of the existing single-family residence at 18 East Fourth Street. Said major adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The Original Ordinance is hereby amended to the extent provided, but only to the extent provided, by the approval granted herein.

**Section 3. Conditions on Approvals.** The approval granted in Section 2 of this Ordinance is subject to 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. **Compliance with Plans.** All work on the Subject Property shall be undertaken in strict compliance with the approved plans and specifications, including the Approved Plans attached as Exhibit A.
- 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 the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

**Section 5. Severability and Repeal of Inconsistent Ordinances.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or

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

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

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2010.

---

Thomas K. Cauley, Jr., Village President

ATTEST:

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Christine M. Bruton, Deputy Village Clerk

**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO  
THE CONDITIONS OF THIS ORDINANCE:**

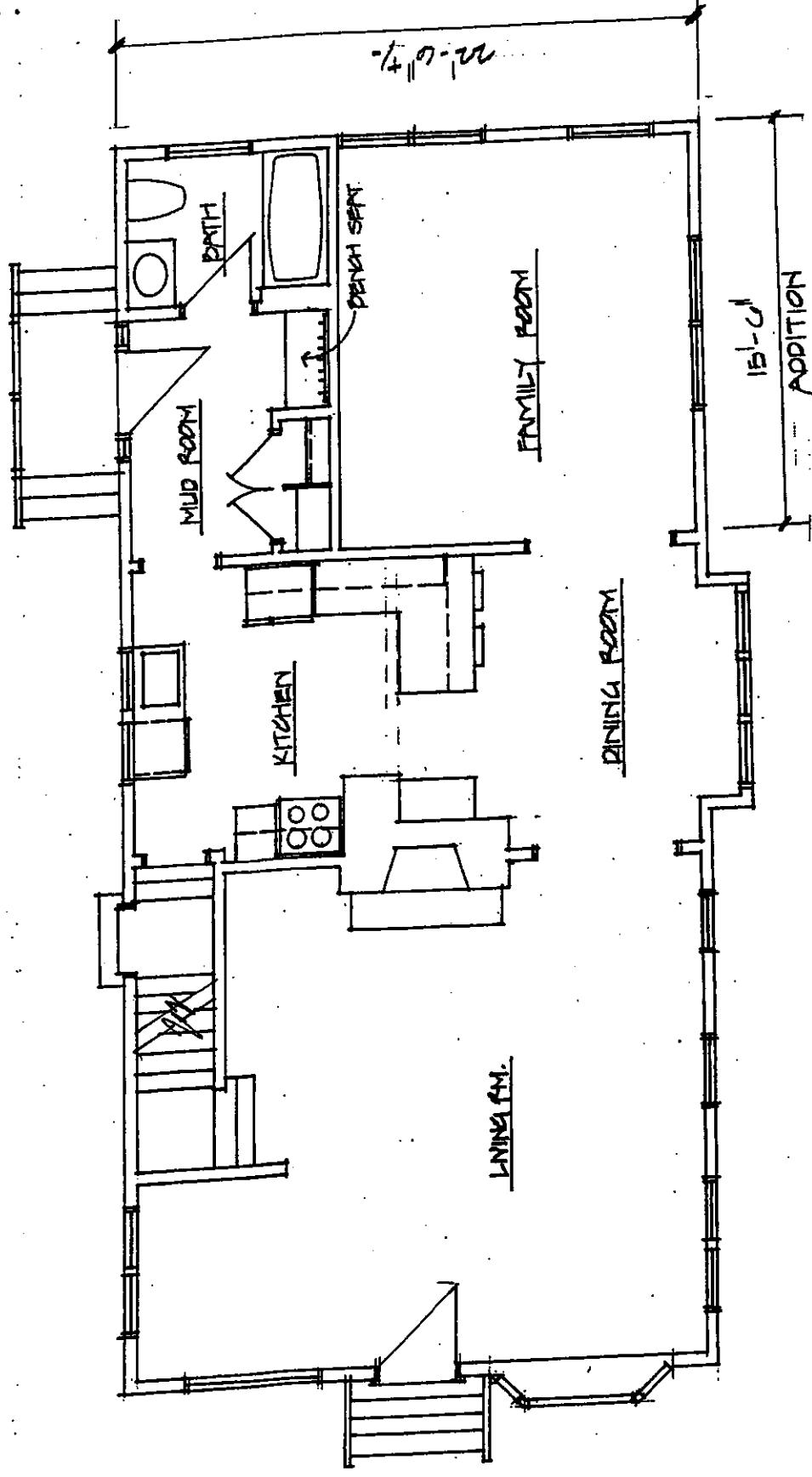
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By:

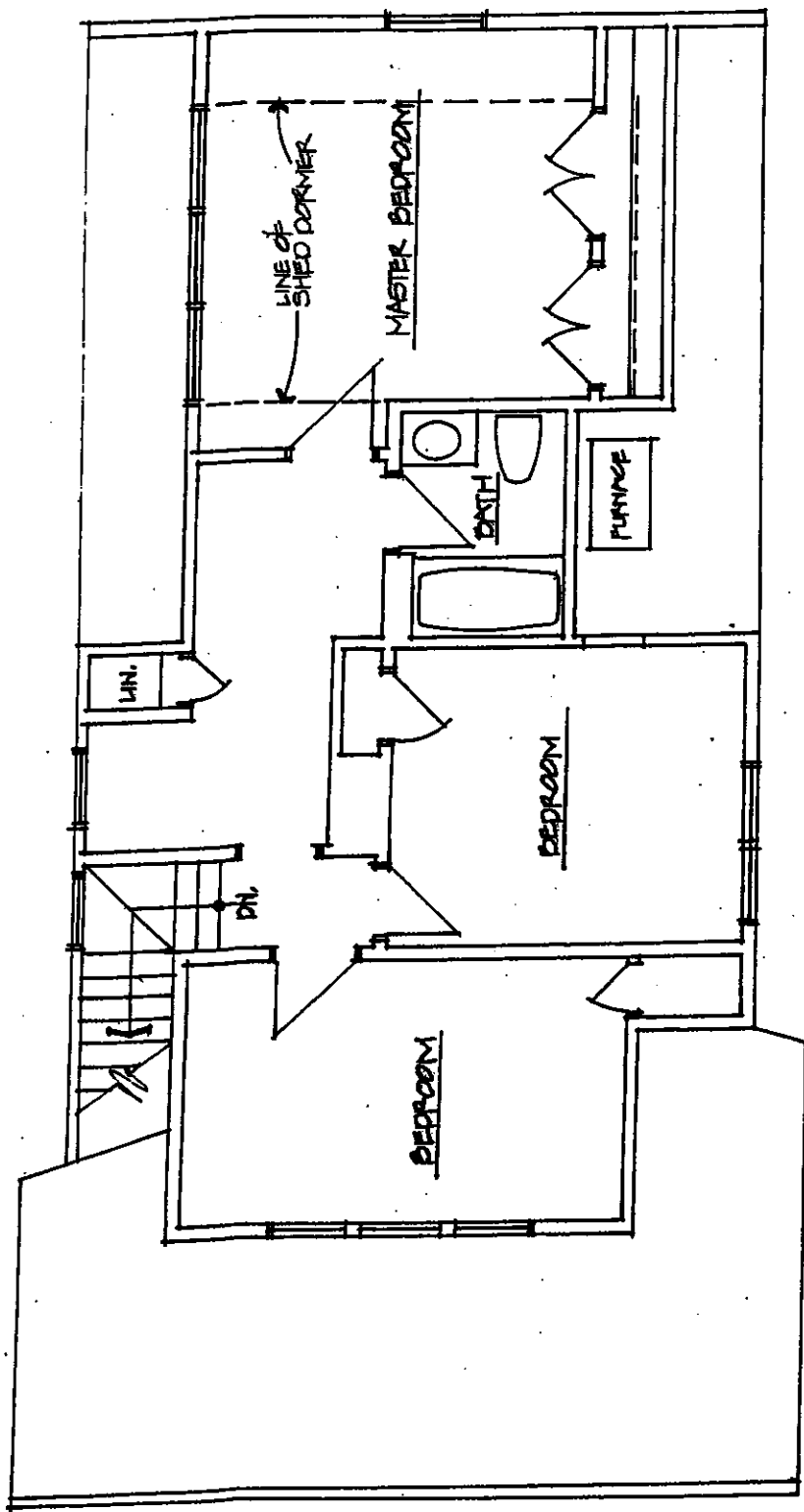
Its:

Date: \_\_\_\_\_, 2010

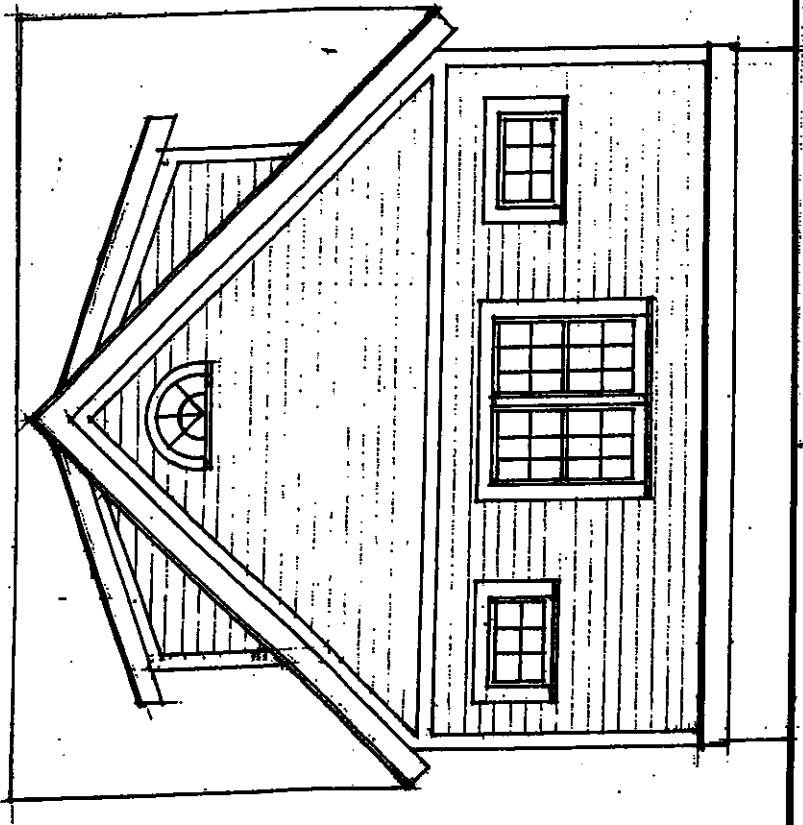
Z:\PLS\Village of Hinsdale\Ordinances\2010\10-xx 18 E. Fourth Major Adjustment 09-13-10.doc



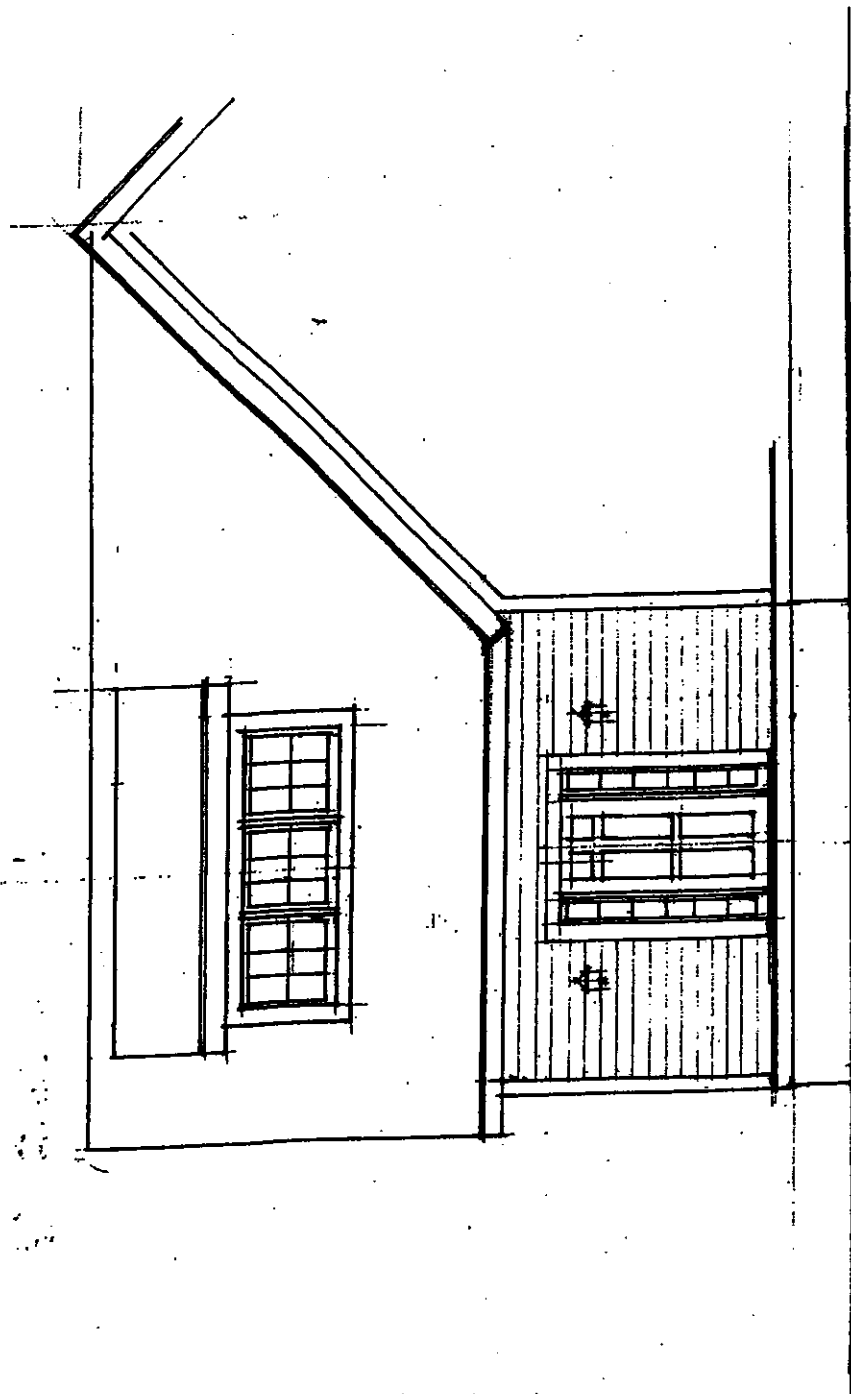
FIRST FLOOR



SECOND FLOOR

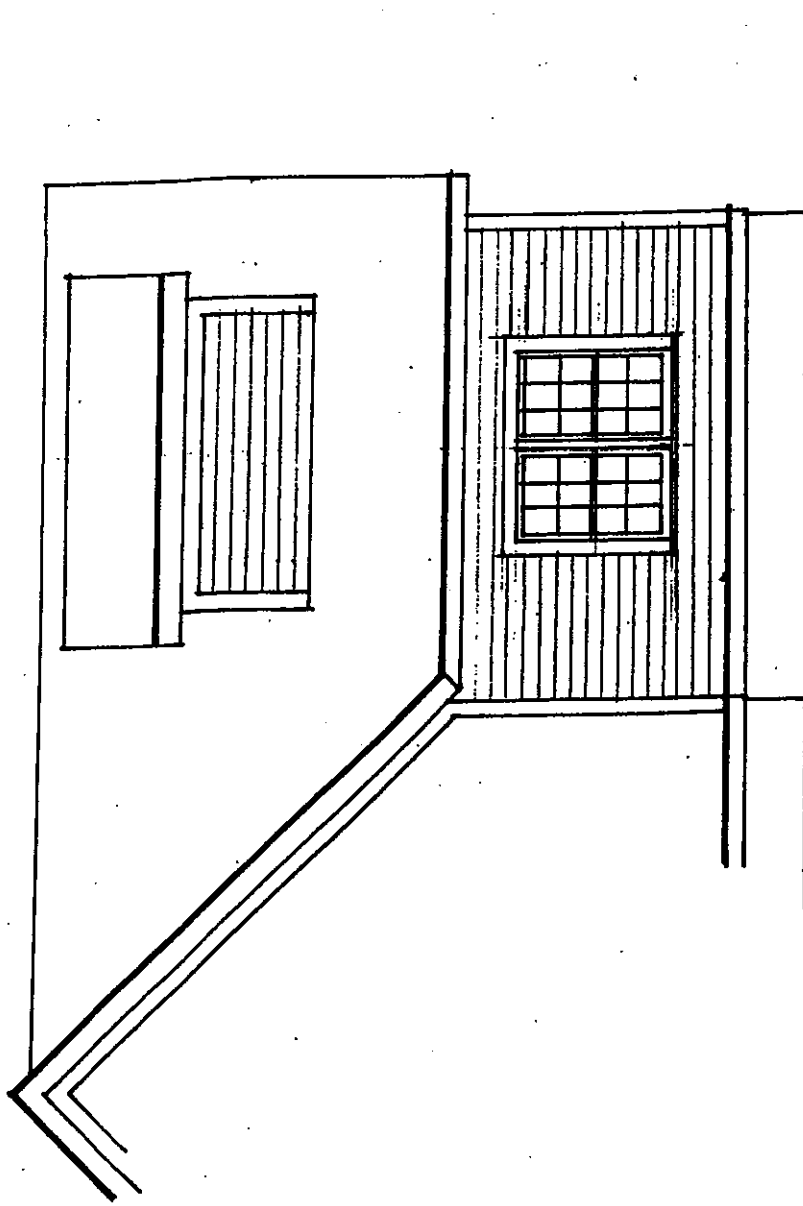


SOUTH ELEVATION



EAST ELEVATION





WEST ELEVATION

14 E. 4th St.  
Hinsdale, IL 60521  
September 2, 2010

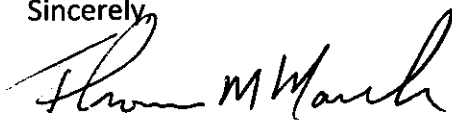
Board of Trustees  
Village of Hinsdale  
Hinsdale, Illinois 60521

Re: 18 E. 4th St. addition and remodeling

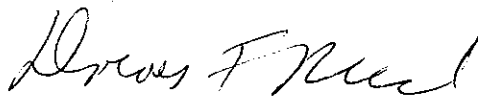
Dear Trustees:

We would like to support the proposed addition and remodeling of the single family house(18 E. 4th St.) adjoining our property. Having had the opportunity to review the drawings, we feel the project is quite reasonable. There is considerable appreciation for having been conscientiously informed about the project by Covenant Church.

Sincerely,



Thomas M. Marsh



Dolores F. Marsh

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

**Application for Certificate of Zoning Compliance**

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

**Applicant's name:** Evangelical Covenant Church of Hinsdale

**Owner's name (if different):** Same as Applicant

**Property address:** 412 South Garfield and 18 East Fourth Street

**Property legal description:** [attach to this form]

**Present zoning classification:** IB Institutional Buildings District

**Square footage of property:** 66,775 square feet

**Lot area per dwelling:** one dwelling on 66,775 square feet

**Lot dimensions:** irregular (249.81' fronting Fourth Street and 231' fronting Garfield Street)

**Current use of property:** single family detached dwelling and membership organization with childcare daycare services.

**Proposed use:** ☐ Single-family detached dwelling  
☒ Other: Same as current use of property.

**Approval sought:** ☐ Building Permit ☐ Variation  
☐ Special Use Permit ☐ Planned Development  
☐ Site Plan ☐ Exterior Appearance  
☐ Design Review  
☒ Other: Major Adjustment To Planned Development

**Brief description of request and proposal:**  
Approval to construct an addition of approximately 508 square feet to the existing single family residence that the church owns at 18 East Fourth Street.

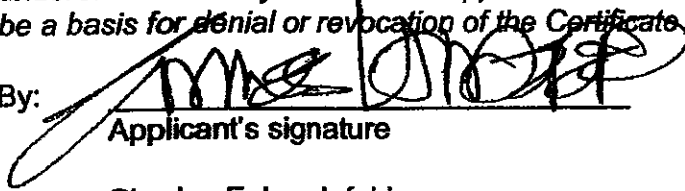
**Plans & Specifications:** [submit with this form]

	<b>Provided:</b>	<b>Required by Code (Per PD):</b>
<b>Yards:</b>		
front:	17'-8"	17'-8"
interior side(s)	6'-0"	6'-0"
	<b>Provided:</b>	<b>Required by Code:</b>
corner side	15'-3"	15'-3"
rear	per Sub. 7-310	per Sub. 7-310
<b>Setbacks (businesses and offices):</b>		
front:	_____	_____
interior side(s)	_____/____	_____/____
corner side	_____	_____
rear	_____	_____
others:	_____	_____
Ogden Ave. Center:	_____	_____
York Rd. Center:	_____	_____
Forest Preserve:	_____	_____
<b>Building heights:</b>		
principal building(s):	26'-0"	40'-0"
accessory building(s):	n/a	n/a
<b>Maximum Elevations:</b>		
principal building(s):	_____	_____
accessory building(s):	_____	_____
<b>Dwelling unit size(s):</b> _____		
Total building coverage:	unregulated	unregulated
Total lot coverage:	unregulated	unregulated
Floor area ratio:	37,898 (56%)	37,390 (55%)
Accessory building(s):	24' wide x 26' deep two car garage	
<b>Spacing between buildings:</b> [depict on attached plans]		
principal building(s):	<u>63.45' between principal building and single family residence</u>	
accessory building(s):	<u>28.46' between existing single family residence and garage</u>	
<b>Number of off-street parking spaces required:</b> 53		
<b>Number of loading spaces required:</b> none		

**Statement of applicant:**

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

By:



Applicant's signature

Charles E. Landefeld  
Applicant's printed name

Dated: September 13, 2010.

# VILLAGE OF HINSDALE

## Certificate of Zoning Compliance

Subject to the statements below, the Village has determined that, based on the information included in Application # A-24-2010 for a Certificate of Zoning Compliance, the proposal described in this certificate appears to comply with the standards made applicable to it by the Hinsdale Zoning Code.

This certificate is issued to:

Covenant Church

Address or description of subject property:

18 E. Fourth Street, Hinsdale Illinois 60521

Use or proposal for subject property for which certificate is issued:

Major Adjustment to a Planned Development for an Addition to the Rear of the Existing Single Family Residence.

Plans reviewed, if any: *See attached plans, if any. – PC Case A-27-2010*

Conditions of approval of this certificate:

- The petitioner must apply for and obtain a Major Adjustment to the Approved Planned Development.

The Board of Trustee's adopt an Ordinance that grants the following requests:

- Subsection 11-602E pertaining to Standards for special use permits;
- Subsection 11-603E pertaining to Standards for planned developments;
- Subsection 11-604F pertaining to Standards for site plan disapproval; and
- Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

*Note: other conditions may be attached to approval of any pending zoning application.*

**NOTE ALL OF THE FOLLOWING CAREFULLY:**

**This approval granted in this certificate has been granted based on the information provided to the Village and the Village's understanding of the facts and circumstances related to the proposal at this time. If (a) any information provided to the Village changes, (b) any new information is becomes available or is discovered, or (c) the Village's understanding of the facts and circumstances otherwise changes, then this certificate may be rescinded.**

**This certificate does not signify Building Code Review or approval and is not authorization to undertake any work without such review and approval where either is required. See the Hinsdale Building Code for details.**

**Before any structure to which this certificate is applicable may be occupied or used for any purpose, a Certificate of Occupancy must be obtained. See Section 11-402 of the Hinsdale Zoning Code and the Hinsdale Building Code for details.**

**Subject to an extension of time granted pursuant to the Hinsdale Zoning Code, this certificate shall become null and void six months after the date on which it was issued unless construction, reconstruction, remodeling, alteration, or moving of a structure is commenced or a use is commenced.**

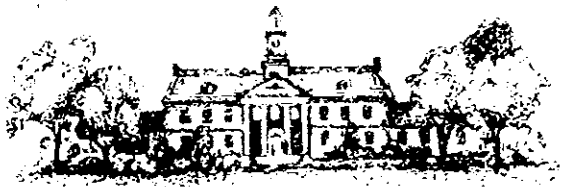
**If this certificate is issued in violation of the provisions of the Hinsdale Zoning Code, whether intentionally, negligently, or innocently, then it shall be void *ab initio* and shall give rise to no rights whatsoever.**

By:

  
Village Manager

Dated:

9/13, 2020



**VILLAGE  
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

**GENERAL APPLICATION**

**I. GENERAL INFORMATION**

**Please Note: You MUST complete and attach all appropriate applications and standards applicable to your specific request to this application.**

**Applicant**

Name: Owner  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Owner**

Name: Evangelical Covenant Church  
Address: 412 South Garfield Street  
City/Zip: Hinsdale, IL 60521  
Phone/Fax: (630) 323-2318 / \_\_\_\_\_  
E-Mail: hinsdalecovenant@aol.com

**Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)**

Name: none  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Name: none  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Disclosure of Village Personnel:** (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

- 1) none
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_



## II. SITE INFORMATION

Address of subject property: 412 South Garfield Street and 18 East Fourth Street

Property identification number (P.I.N. or tax number): 09 - 12 - 132 - 009,010,011,012,013,014,015

Brief description of proposed project: approximately 508 square feet addition on the rear

of the existing single family residence at 18 East Fourth Street.

General description or characteristics of the site: The existing single family house has the church parking lot located immediately to the east and an existing single family house to the west.

Existing zoning and land use: Planned Development Ordinance No. 02006-34

Surrounding zoning and existing land uses:

North: R-4 District

South: R-4 District

East: R-1 District

West: R-4 District

Proposed zoning and land use: no change

Existing square footage of property: 1.53 acres (66,775 sf) square feet

Existing square footage of all buildings on the property: 37,390 FAR square feet

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

☐ Site Plan Disapproval 11-604

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

☐ Design Review Permit 11-605E

☐ Exterior Appearance 11-606E

☒ <sup>Major Adjustment</sup> Planned Development 11-603E

☐ Special Use Permit 11-602E

Special Use Requested: \_\_\_\_\_

☐ Development in the B-2 Central Business District Questionnaire

# TABLE OF COMPLIANCE

Address of proposed request: 412 South Garfield Street and 18 East Fourth Street

The following table is based on the XXXXXXXXXXXXXX Zoning District approved Planned Development

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area	66,775	66,775
Minimum Lot Depth	250'	299'-6"
Minimum Lot Width	200'	231'-1"
Building Height	40'	26'
Number of Stories	2	2
Front Yard Setback	17'-8"	17'-8"
Corner Side Yard Setback	15'-3"	15'-3"
Interior Side Yard Setback	6'-0"	6'-0"
Rear Yard Setback	per Subsection 7-310	per Subsection 7-310
Maximum Floor Area Ratio (F.A.R.)*	37,390 (55%)	37,898 (56%)
Maximum Total Building Coverage*	unregulated	unregulated
Maximum Total Lot Coverage*	unregulated	unregulated
Parking Requirements	53	53
Parking front yard setback	per Subsection 7-310	per Subsection 7-310
Parking corner side yard setback	per Subsection 7-310	per Subsection 7-310
Parking interior side yard setback	6'-0"	6'-0"
Parking rear yard setback	per Subsection 7-310	per Subsection 7-310
Loading Requirements	none	none
Accessory Structure Information	none	none

\* Must provide actual square footage number and percentage.

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

# CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 9th day of SEPT., 2010 We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

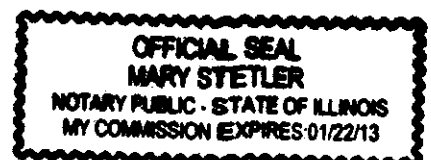
Signature of applicant or authorized agent

Name of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN  
to before me this 9th day of  
September, 2010.

Mary Stetler  
Notary Public





**VILLAGE  
OF HINSDALE** FOUNDED 1831

**MAJOR ADJUSTMENT TO PLANNED  
DEVELOPMENT  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

**\*Must be accompanied by completed Plan Commission Application**

**Address of proposed request:** 412 South Garfield Street (formerly 30 East Fourth Street)

and 18 East Fourth Street

**Proposed Planned Development request:** \_\_\_\_\_

**Amendment to Adopting Ordinance Number:** 02006-34

**REVIEW CRITERIA:**

Paragraph 11-603K2 of the Hinsdale Zoning Code regulates Major Adjustments to a Final Planned Development that are under construction and Subsection 11-603L regulates Amendments to Final Plan Developments Following Completion of Development and refers to Subsection 11-603K. Any adjustment to the Final Plan not authorized by Paragraph 11-603K1 shall be considered to be a Major Adjustment and shall be granted only upon application to, and approval by, the Board of Trustees. The Board of Trustees may, by ordinance duly adopted, grant approval for a Major Adjustment without a hearing upon finding that any changes in the Final Plans as approved will be in substantial conformity with said Final Plan. If the Board of Trustees determines that a Major Adjustment is not in substantial conformity with the Final Plan as approved, then the Board of Trustees shall refer the request to the Plan Commission for further hearing and review.

1. Explain how the proposed major adjustment will be in substantial conformity with said plan.

SEE ATTACHMENT A

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## ATTACHMENT A

The Evangelical Covenant Church of Hinsdale is requesting a Major Adjustment To Planned Development that was approved in Ordinance No. 02006-34. This Planned Development allowed the expansion of the main church building and all aspects of the ordinance focused on issues relating **solely to the existing main church building and the planned 11,675 square feet addition.** The issues addressed by the Planned Development included the following;

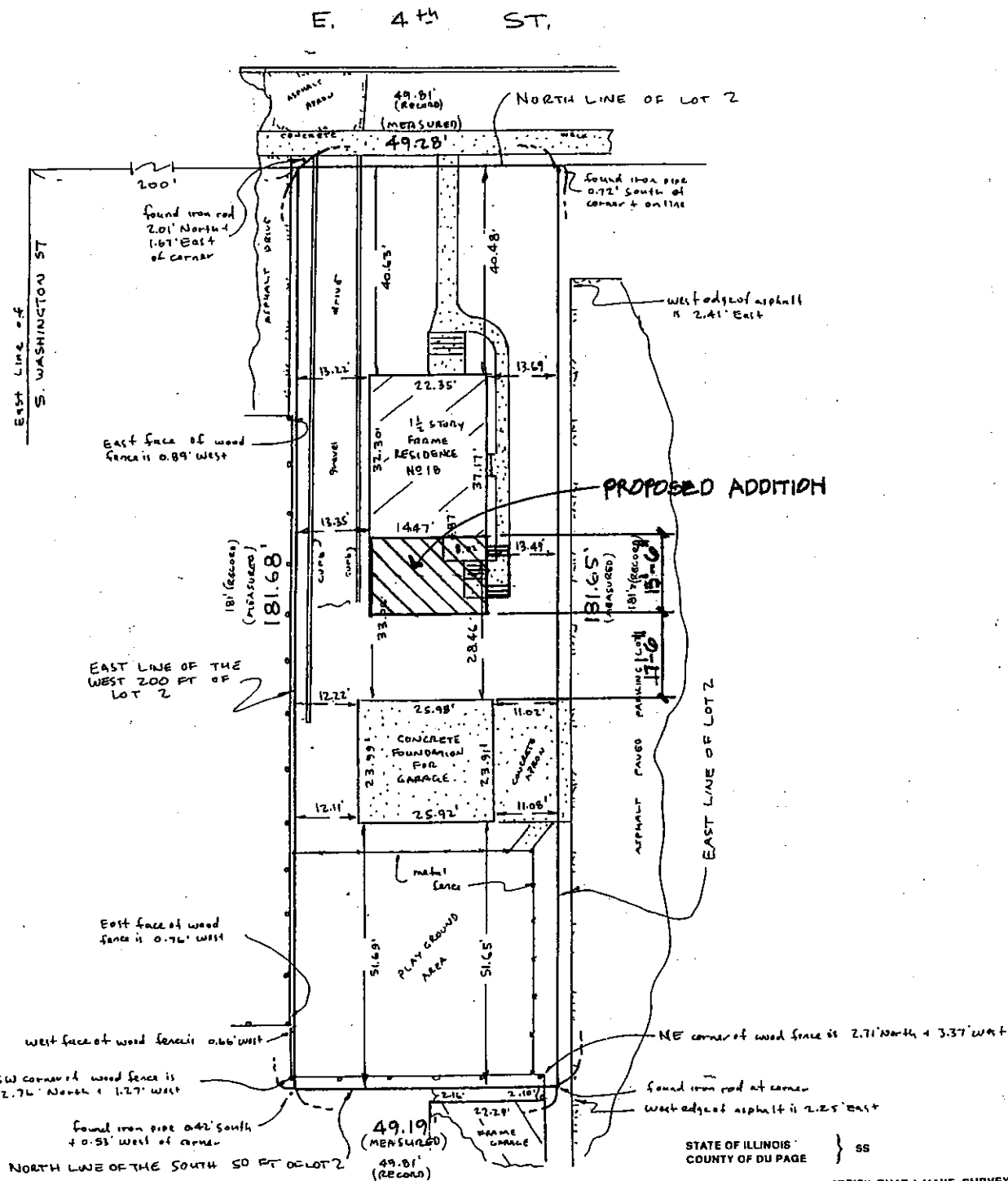
- Special use for child day care services.
- Minimum corner, interior, and front yard setbacks.
- Allowable floor area square footage.
- Minimum number of off-street parking spaces.
- Minimum curb cut width in the existing parking lot.
- Landscaping restrictions along Garfield Street.
- Use of new Activities Room.

In order to qualify for the Planned Development an adjacent existing single family house that is owned by the Church at 18 East Fourth Street was included in the overall property. The Church would like to construct an addition off the rear of this existing house that would total approximately 508 square feet. Drawings of this proposed addition are attached for review. There was nothing contained in the approved Planned Development that addressed any issues pertaining to this single family house and property. For this reason, it is the Church's belief that the construction of this addition is in substantial conformity with said Final Plan.

# Plat of Survey



LOT 2 (EXCEPT THE SOUTH 50 FEET AND EXCEPT THE WEST 200 FEET THEREOF) IN BLOCK 11, IN THE TOWN OF HINSDALE, IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



- NOTES:
- Check for easements, building lines and other restrictions. If any, not shown hereon.
  - Check legal description hereon against deed.
  - Scale hereon may be approximate in certain areas, do not scale from plat.
  - Compare all information shown before use.
  - Consult with surveyor prior to using this plat for any construction purposes.
  - Survey plat not valid unless embossed impression of surveyor's seal is affixed hereon.



STATE OF ILLINOIS } SS  
COUNTY OF DU PAGE }

I HEREBY CERTIFY THAT I HAVE SURVEYED  
PROPERTY DESCRIBED HEREON.

DATE: OCTOBER 3 A.D. 2000

Joseph M. De Craene

ILLINOIS LAND SURVEYOR NO. 2476  
LIC EXP 11-30-2000

ORDERED BY: MC CORMICK

ORDER NO. 000038

©COPYRIGHT 2000 JOSEPH M. DE CRAENE

**VILLAGE OF HINSDALE**

**ORDINANCE NO. 02006-34**

**AN ORDINANCE APPROVING SPECIAL USE PERMITS,  
PLANNED DEVELOPMENT, SITE PLANS,  
AND EXTERIOR APPEARANCE PLANS  
FOR A BUILDING EXPANSION PROJECT FOR  
EVANGELICAL COVENANT CHURCH OF HINSDALE LOCATED  
AT 18 AND 30 EAST FOURTH STREET  
(Plan Commission Case No. A-06-2006)**

WHEREAS, Evangelical Covenant Church of Hinsdale (the "Applicant") is the legal title owner of two parcels of property totaling approximately 1.53 acres in area and commonly known as 18 and 30 East Fourth Street (the "Subject Property"), which Subject Property is legally described on Exhibit A attached to and made a part of this Ordinance by this reference; and

WHEREAS, the Subject Property is improved with one single family detached dwelling, a membership organization building with attached pre-school building; and

WHEREAS, the membership organization, pre-school operated by a membership organization, and the single-family residences are currently classified in the IB Institutional Buildings District pursuant to the Hinsdale Zoning Code; and

WHEREAS, the Applicant proposes the development of a planned development, which would encompass the Subject Property and would also include an approximate 11,675-square-foot building addition onto the existing membership organization building, including associated parking, landscaping, and other improvements on the Subject Property; and

WHEREAS, the Applicant seeks (i) a special use permit and planned development approval authorizing a membership organization, a pre-school operated by a membership organization, and a planned development on the Subject Property, (ii) modifications of certain regulations in the Hinsdale Zoning Code to accommodate the existing and proposed building expansion, (iii) site plan approval, and (iv) exterior appearance approval; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing and deliberated on the application on April 12, 2006, pursuant to notice thereof properly published in the Hinsdale Doings on March 23, 2006, and, after considering all of

the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for PC Case No. A-06-2006; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees, at a public meeting on April 24, 2006, considered the Application, the Findings and Recommendations of the Plan Commission, and all of the facts and circumstances related to the Application, and made its recommendation to the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the recommendation of the Zoning and Public Safety Committee, the Findings and Recommendation of the Plan Commission, and all of the materials, facts, and circumstances related to the Application, and they find that the Application satisfies the standards set forth in the Hinsdale Zoning Code relating to the requested approvals, but only subject to the conditions set forth in this Ordinance;

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

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

Section 2. Approval of a Special Use Permit for a Membership Organization, Planned Development, and Child Day Care Services. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 11-602 and 11-603 of the Hinsdale Zoning Code, hereby approves a special use permit authorizing a membership organization, a planned development, and child daycare services operated by a membership organization on the Subject Property, and approves the planned development detailed plan prepared by McBride Kelley Baurer Architects/Planners and dated February 24, 2006 in the form attached to, and by this reference incorporated into, this Ordinance as Exhibit B (the "Approved Detailed Plan"). The approvals granted in this Section 3 are subject to the conditions stated in Section 7 of this Ordinance.

Section 3. Approval of Site Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-604 of the Hinsdale Zoning Code, hereby approves the site plans for the proposed development in the form attached to and by this reference incorporated into this Ordinance as Exhibit B (the "Approved Site Plans"), subject to the conditions stated in Section 7 of this Ordinance.



**Section 4. Approval of Exterior Appearance Plans.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-606 of the Hinsdale Zoning Code, hereby approves the exterior appearance plans for the proposed development in the form attached to and by this reference incorporated into this Ordinance as Exhibit C (the "Approved Exterior Appearance Plans"), subject to the conditions stated in Section 7 of this Ordinance.

**Section 5. Modifications of Certain Zoning Code Regulations.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Subsections 11-603H of the Hinsdale Zoning Code, hereby modifies the following provisions of the Hinsdale Zoning Code, subject to the conditions stated in Section 7 of this Ordinance:

**A. Minimum Yards and Setbacks.**

1. Decrease corner side yard setback (Fourth Street) 35 feet to 15'3" for existing membership organization building;
2. Decrease front yard setback (Garfield Street) 35 feet to 17'8" for new parking lot area;
3. Increase allowable floor area square footage from 33,387.5 (0.5) to 37,390 (0.56) square feet to allow proposed building addition; and
4. Decrease interior side yard setback (south lot line) 25 feet to 6 feet for existing parking lot.

All other yards and setbacks on the Subject Property shall comply with the provisions of Subsection 7-310 of the Hinsdale Zoning Code. No development of the Subject Property, except only in strict accordance with the Approved Detailed Plan and the Approved Site Plans, shall be permitted within any yard or setback required by Subsection 7-310 of the Hinsdale Zoning Code. No reduction or any other change shall be permitted to any required yard or setback except only as provided in this Subsection 6A or by ordinance adopted by the Board of Trustees in accordance with Paragraph 11-603K2 or Subsection 11-603L of the Hinsdale Zoning Code.

- B.** The maximum allowable floor area square footage for the Subject Property for the project approved by this Ordinance shall be 37,390 (0.56).
- C.** The minimum number of off-street parking spaces required to be located within the Subject Property for the project approved by this Ordinance shall be 53 spaces.
- D.** The minimum lot size for the Subject Property shall be 66,775 square feet.

- E. The minimum curb cut width in the existing parking lot shall be 14'10" (Fourth Street) and 15'8" (Garfield Street); and

**Section 7. Conditions on Approvals.** The approvals granted in Sections 2, 3, 4, 5, and 6 of this Ordinance are granted 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. **Engineering Plans.** Prior to the issuance of any building permit for any work on the Subject Property, the Applicant shall submit to the Village Engineer detailed final engineering plans, including among other things drainage plans satisfying all applicable stormwater management requirements (the "Engineering Plans"). After approval by the Village Engineer, the Engineering Plans shall, automatically and without further action by the Village, be deemed to be incorporated in and made a part of the Approved Site Plans.
- C. **Performance Security.** Prior to the issuance of any building permit for any work on the Subject Property, the Applicant shall file with the Village a letter of credit in a form satisfactory to the Village Manager and in the amount of 110 percent of the cost of all public improvements related to the project as estimated by the Village Engineer. No building permit shall be issued until after such letter of credit has been filed and has been reviewed and approved by the Village Manager and the Village Attorney.
- D. **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 the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.

- E. Compliance with Approved Plans. All development within the Subject Property shall be undertaken only in strict compliance with the Village-approved planned development plans, including without limitation the Approved Site Plans, the Approved Exterior Appearance Plans, and other Village-approved plans.
- F. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- G. Additional Parking Lot Landscaping/Screening on Garfield Street. A dense landscape screen to block automobile headlights adjacent to the six new parking spaces facing Garfield Street be provided with the applicant having an option to construct a wall west of the landscaping that complies with Hinsdale Village Code to further screen the area if desired.
- H. Use of New Activities Room. The use of the new activities room be limited to Church sanctioned activities and the Church shall be responsible for such activities.

Section 8. Violation of Condition or Code. Any violation of (i) any term or condition stated in this Ordinance or (ii) any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 9. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 10. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.


PASSED this 16th day of May 2006.

AYES: TRUSTEES TUGGLE, WILLIAMS, SMITH, ORLER, JOHNSON AND FOLLETT.

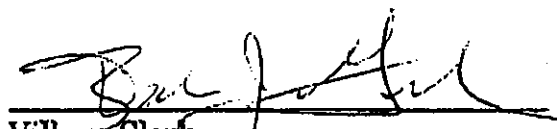
NAYS: NONE

ABSENT: NONE

APPROVED this 16th day of May 2006.

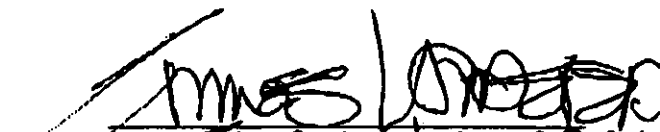
  
Village President

ATTEST:

  
Village Clerk



**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:**

  
By: JAMES L. LANDON  
Its: CHAIRMAN, BUILDING COMMITTEE

Date: FD-16, 2006

**EXHIBIT A  
LEGAL DESCRIPTION**

LOT 1 IN BLOCK 11 OF THE ORIGINAL TOWN OF HINSDALE, A SUBDIVISION OF THE NORTHWEST QUARTER (EXCEPT RAILROAD LANDINGS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1866 AS DOCUMENT NUMBER 7738, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH:

LOT 2 (EXCEPT THE SOUTH 50 FEET AND EXCEPT THE WEST 200 FEET THEREOF) IN BLOCK 11 OF THE ORIGINAL TOWN OF HINSDALE, A SUBDIVISION OF THE NORTHWEST QUARTER (EXCEPT RAILROAD LANDINGS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1866 AS DOCUMENT NUMBER 7738, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 18 and 30 East First Street, Hinsdale.

Z:\PLS\Village of Hinsdale\A062006-18-32eastfourth.DOC

## **ZONING AND BUILDING DATA**

### SQUARE FOOT ANALYSIS

[illegible]

## ADMINISTRATIVE CODES

1. GENERAL INFORMATION

NAME: [REDACTED] DATE: [REDACTED]

2. REASON FOR REFERRAL

[REDACTED]

3. PHYSICAL EXAMINATION

[REDACTED]

4. LABORATORY TESTS

[REDACTED]

5. IMPRESSION

[REDACTED]

6. RECOMMENDATIONS

[REDACTED]

7. DISPOSITION

[REDACTED]

8. REMARKS

[REDACTED]

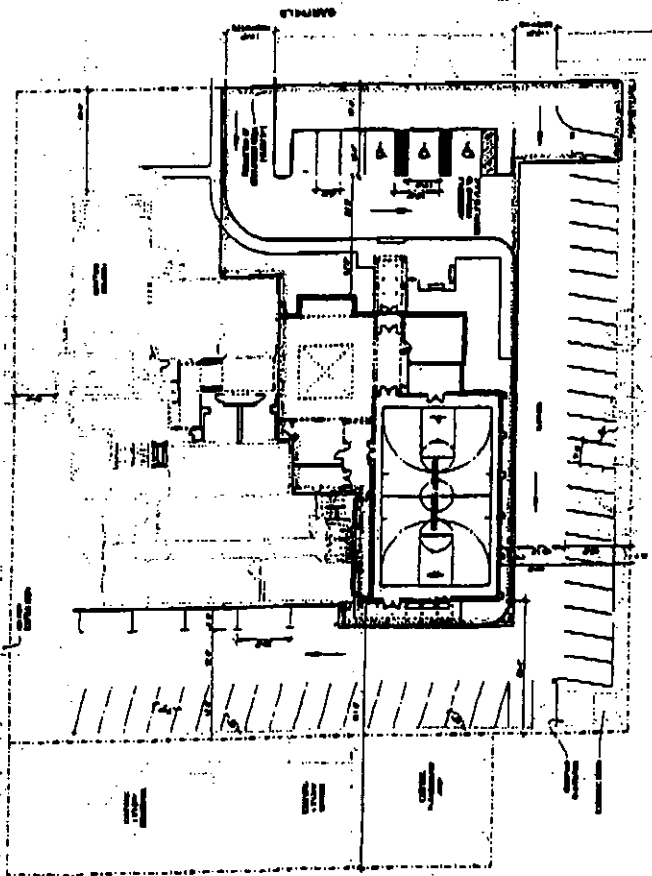
9. SIGNATURE

[REDACTED]

10. DATE

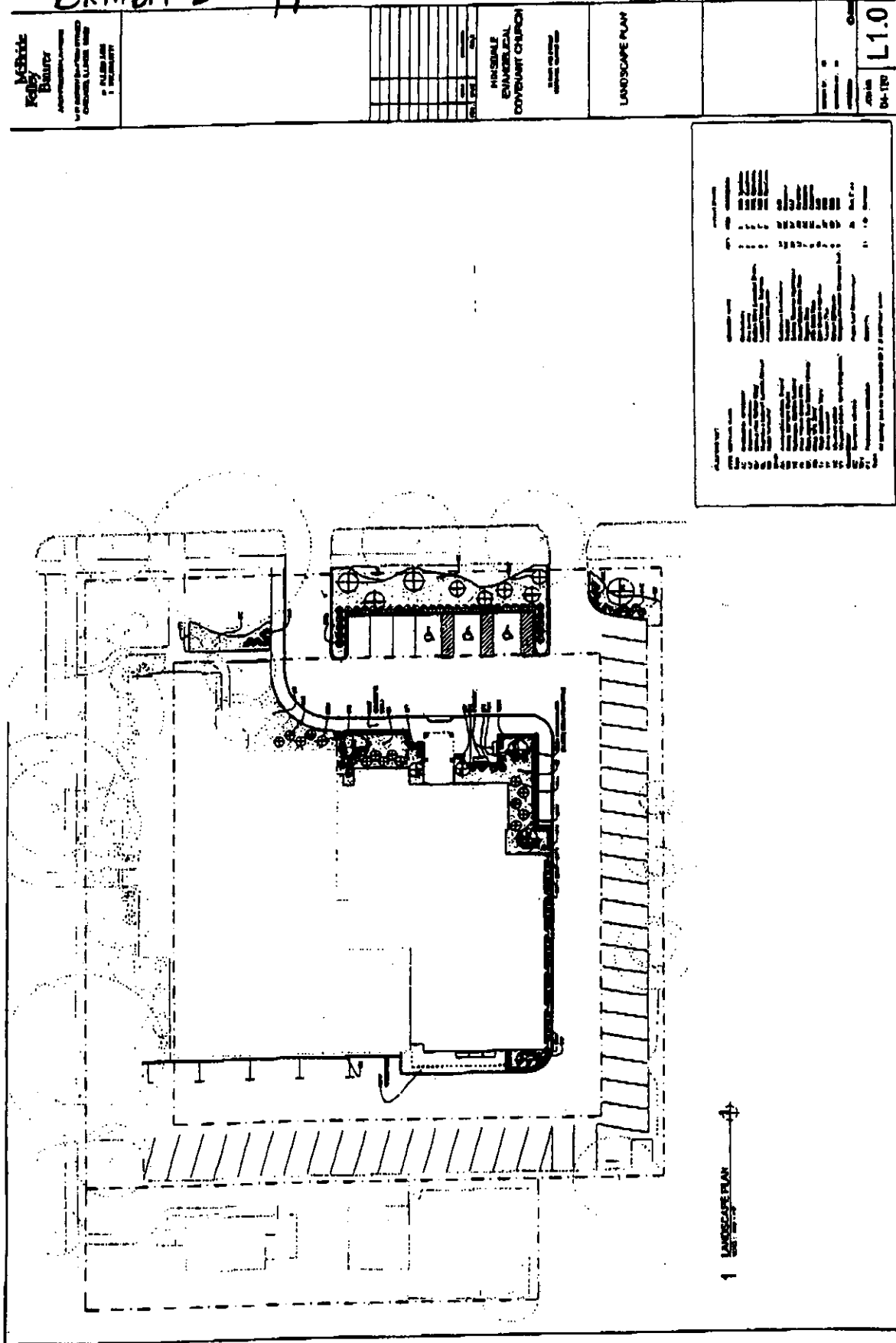
[REDACTED]

**2201103 ORDINANCE**

[illegible]

1 SITE PLAN FOR 1961

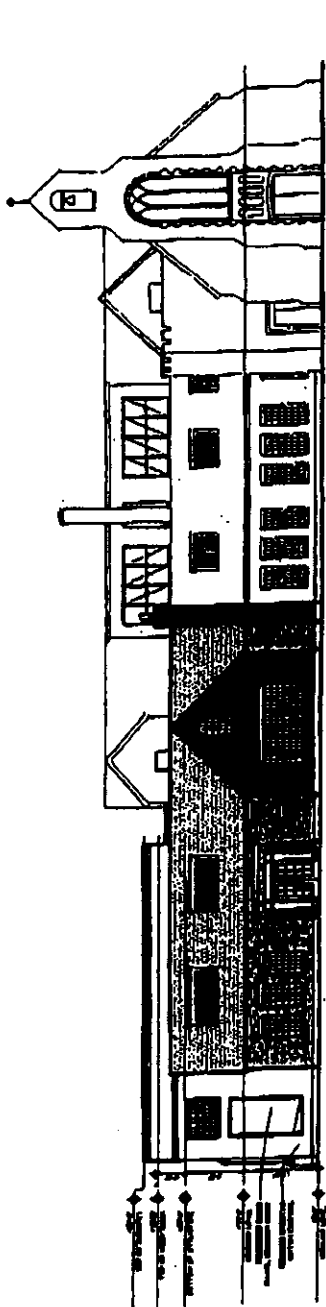
# Exhibit B Approved Detailed Plan and Approved SITE PLAN



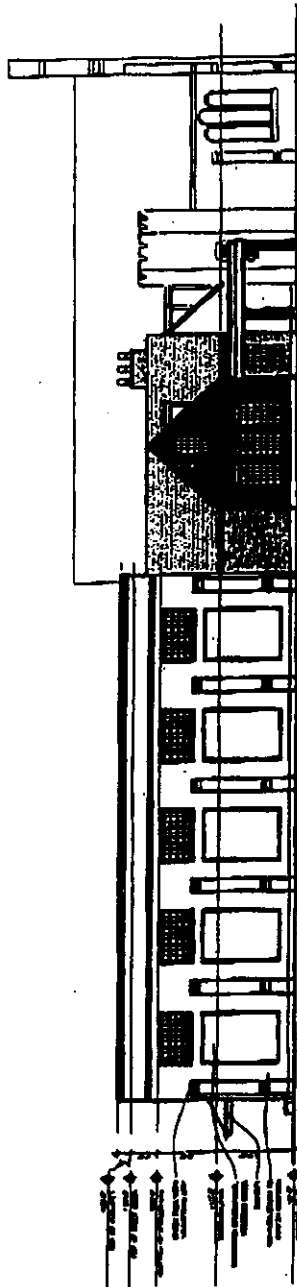
# Exhibit C - Approved Exterior Appearance

Plans

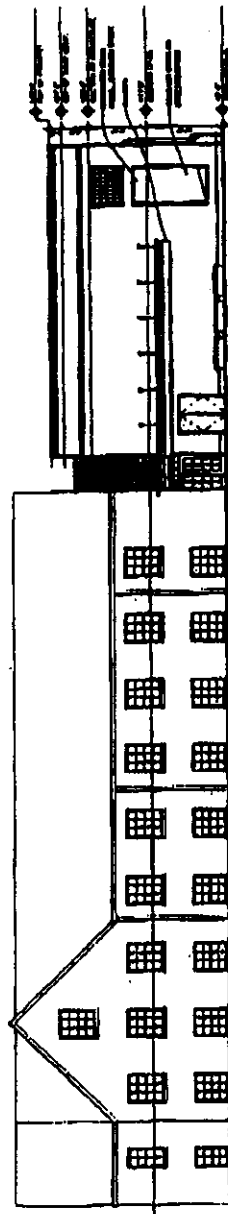
<b>Key</b> EXTERIOR APPEARANCE WATERPROOFING SYSTEM CHURCH, ALABAMA, 1987 1. EXTERIOR 2. INTERIOR 3. FOUNDATION	<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>EXTERIOR APPEARANCE</td> <td>04/18/00</td> </tr> <tr> <td>2</td> <td>INTERIOR APPEARANCE</td> <td>04/18/00</td> </tr> <tr> <td>3</td> <td>FOUNDATION</td> <td>04/18/00</td> </tr> </table>	NO.	DESCRIPTION	DATE	1	EXTERIOR APPEARANCE	04/18/00	2	INTERIOR APPEARANCE	04/18/00	3	FOUNDATION	04/18/00	HINSDALE EVANGELICAL COVENANT CHURCH 1. EXTERIOR 2. INTERIOR 3. FOUNDATION	EXTERIOR ELEVATIONS	A5.0 04/18/00
		NO.	DESCRIPTION	DATE												
1	EXTERIOR APPEARANCE	04/18/00														
2	INTERIOR APPEARANCE	04/18/00														
3	FOUNDATION	04/18/00														



1 EAST ELEVATION




2 SOUTH ELEVATION



3 WEST ELEVATION



# Memo

**To:** Chairwoman Williams and Members of the ZPS Committee  
**From:** Chief Kelly   
**CC:** Dave Cook, Village Manager  
**Date:** 9/13/2010  
**Re:** Live Fire Training

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At the May 18, 2010 ZPS meeting, there was a discussion on conducting live fire training at a house slated for demolition on Glendale. In order to conduct this type of training a permit from the Illinois Environmental Protection Agency and the authorization from the Illinois Historic Preservation Agency are required. In early June, an application to the IEPA was submitted and authorization from the Illinois Historic Preservation Agency was requested. On June 22, 2010, the Illinois Historic Preservation Agency provided a letter indicating that they have reviewed the program and found no historic, architectural or archaeological sites exist in the project area. On August 24, 2010, the IEPA issued a permit for the burn training along with their specific requirement that need to be met. The IEPA permit is valid for one year from the date of the permit.

Fire Department representatives have met with the owner of the property to discuss the objectives of the live burn training and to discuss the owner's interest in this type of training. The owner of the property is a fire protection engineer and would like to evaluate the effectiveness of residential fire sprinklers in various locations. In addition to this type of evaluation, the Fire Department would like to provide a demonstration for the Trustees and Village officials on the use of residential fire sprinklers by conducting burn evolutions in a room protected by a residential fire sprinkler system and in a room that is not protected by sprinklers. The Fire Department would also like to conduct various live fire scenarios in a controlled environment as a means to enhance the training for our members.

There is a considerable amount of coordination that needs to take place before any training occurs. The Fire Department is tentatively working on a timeframe for the end of October, as that fits the timeframe for the owner as well. The surrounding neighbors will be notified well in advance with a letter describing the training that will take place and any impact it will have on the neighborhood. We will also be available to answer any questions or concerns the neighbors may have. Conducting live burn training requires strict adherence to the NFPA Standard for Live Fire Training for the safety of all

participants. We hope to work with our neighboring fire departments to include them in this training opportunity and will be including Clarendon Hills in the planning for this training. This training is considered controlled live fire training involving the interior rooms of the structure. This structure will not be “burned down” and will still require demolition as outlined in a demolition permit.



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19506, SPRINGFIELD, ILLINOIS 62794-9506 - (217) 782-2113

PAT QUINN, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

217/782-2113

## OPEN BURNING PERMIT

### PERMITTEE

Hinsdale Fire Department  
Attn: Mike Kelly  
121 Symonds Drive  
Hinsdale, Illinois 60521

Application No.: B1006007

I.D. No.: 043452

Date Issued: August 24, 2010

Date Received: June 7, 2010

Date Open Burning May Begin: One Day from Date Signed

Date Open Burning Must Cease: One Year from Date Signed

Open Burning of: Wood Pallets and Straw for Room Content Fires for Fire  
Fighter Training

Location: 411 Glendale Road, Hinsdale

County: DuPage

Permit is hereby granted to open burn the above-referenced material, subject to the standard conditions attached hereto and the following special conditions:

1. Issuance of this permit shall not exempt this open burning from applicable local restrictions.
2. Section 9(a) of the Environmental Protection Act is applicable to open burning, i.e., persons affected by such open burning may lodge complaints with the Environmental Protection Agency if the burning is injurious to human, plant, or animal life, to health, or to property, or unreasonably interferes with the enjoyment of life or property.
3. Burning shall take place only when wind is blowing away from roadways, residences, railroad tracks and populated areas.
4. Prior to each scheduled burn the Permittee shall notify residences and businesses that may be affected, of the intended open burning activity.
5. The Permittee shall notify and receive prior approval from the local fire protection district at least 24 hours prior to the actual burn.
6. The Permittee shall keep records of the quantities of materials burned under this permit, as well as the dates and locations of the burns. Such records shall be submitted to the Agency upon application for renewal of this permit.
7. Open burning is prohibited on "Orange AQI or Worse" or "Air Pollution" alert days. Information regarding alert status may be obtained by calling:

Page 2

For Cook County - 312-744-4365  
For Lake, McHenry, Kane, DuPage and Will Counties - 708-865-6320  
For Monroe, St. Clair, and Madison Counties - 314-645-5505  
between May - September

Or

Check <http://www.epa.state.il.us/air/aqi/index.html> for the AQI website.

If you have any questions regarding this permit, please contact Floyd McKinney at 217/782-2113.



Edwin C. Bakowski, P.E.  
Manager, Permit Section  
Division of Air Pollution Control

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

8/24/10

ECB:FEM:psj

cc: Region 1



State of Illinois  
Environmental Protection Agency  
Division of Air Pollution Control  
1021 North Grand Avenue East  
Springfield, IL 62794-9276

DCEO

## STANDARD CONDITIONS FOR OPEN BURNING

July 1, 1985

The Illinois Environmental Protection Act (Illinois Revised Statutes, Chapter 111-1/2, Section 1039) authorizes the Environmental Protection Agency to impose conditions on permits which it issues.

The following conditions are applicable unless superseded by special permit condition(s).

1. The open burning site shall be established on a cleared area and access by unauthorized personnel shall be adequately restricted.
2. The open burning site shall be provided with adequate fire protection and with such equipment as is necessary to control the fire. Open burning shall be conducted with appropriate safety considerations.
3. Materials to be open burned are expressly limited to those stated in the application for a permit to open burn and shall be confined to the smallest possible area.
4. The materials used to promote combustion shall be of no lesser quality than number 2 fuel oil.
5. The open burning of any materials capable of producing obnoxious odors or emitting an excessive amount of particulate matter is expressly forbidden.
6. Open burning shall be conducted only between the hours of 8:00 A.M. and 4:00 P.M. during those months that Central Standard Time is in effect and 9:00 A.M. and 5:00 P.M. during those months Central Daylight Savings Time is in effect.
7. Open burning shall be conducted only when the wind velocity exceeds 5 miles per hour.
8. Open burning shall be conducted in such a manner as to not create a visibility hazard on roadways, railroad tracks or air fields.
9. Open burning conducted under this permit shall be supervised at all times.
10. Ashes, residue, etc., shall be disposed of in a manner consistent with requirements of the Environmental Protection Act and regulations promulgated thereunder.
11. If this permit is for open burning of landscape waste with the aid of an air curtain destructor or comparable device, the following additional conditions shall apply:
  - a. Access to the burning site shall be restricted to prevent the dumping of refuse or waste; and
  - b. The operation and maintenance of the air curtain destructor or comparable device shall be in accordance with the manufacturer's instructions.
12. The Agency has issued this permit based upon information submitted by the permittee in the permit application. Any misinformation, false statement or misrepresentation in the application shall be grounds for revocation under 35 Ill. Adm. Code 237.207.

13. There shall be no deviations from the approved application unless a written request for a revised permit has been submitted to the Agency and a revised written permit issued.
14. The permittee shall allow any duly authorized agent of the Agency upon the presentation of credentials, at reasonable times:
  - a. to enter the permittee's property where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit,
  - b. to have access to and to copy any records required to be kept under the terms and conditions of this permit,
  - c. to inspect the open burning authorized under this permit, or any equipment required to be kept, used, operated, calibrated and maintained under this permit,
  - d. to obtain and remove samples of any discharge or emission of pollutants, and
  - e. to enter and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring or recording any activity, discharge or emission authorized by this permit.
15. Pursuant to 35 Ill. Adm. Code 237.206 this permit is subject to revision by the Illinois Environmental Protection Agency as deemed necessary to fulfill the intent and purpose of the Environmental Protection Act and regulations promulgated thereunder.
16. The issuance of this permit covers open burning taking place on or after the effective date of the permit. The issuance of this permit does not cover and in no way condones or approves open burning which took place before the effective date of the permit.
17. The issuance of this permit:
  - a. shall not be considered in any manner affecting the title of the premises upon which the permitted open burning is conducted,
  - b. does not release the permittee from any liability for damage to person or property caused by or resulting from open burning,
  - c. does not release the permittee from compliance with other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances or regulations,
  - d. does not take into consideration or attest to the structural stability of any equipment or facilities associated with the open burning,
  - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability, directly or indirectly, for any loss due to open burning.



# Illinois Historic Preservation Agency

FAX (217) 782-8161

1 Old State Capitol Plaza • Springfield, Illinois 62701-1512 • [www.illinois-history.gov](http://www.illinois-history.gov)

DuPage County  
Hinsdale

Open Burn - Firefighting Instruction  
411 Glendale Road  
IHPA Log #014060710

June 22, 2010

Michael Kelly, Chief  
Hinsdale Fire Department  
19 E. Chicago Ave.  
Hinsdale, IL 60521-3489

Dear Chief Kelly:

This letter is to inform you that we have reviewed the information provided concerning the referenced project.

Our review of the records indicates that no historic, architectural or archaeological sites exist within the project area.

Please retain this letter in your files as evidence of compliance with Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.). This clearance remains in effect for two years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440).

If you have any further questions, please contact me at 217/785-5027.

Sincerely,

Anne E. Haaker  
Deputy State Historic  
Preservation Officer

c: Floyd McKinney, Illinois Environmental Protection Agency