MEETING AGENDA

SPECIAL MEETING OF THE
VILLAGE BOARD OF TRUSTEES
Thursday, February 15, 2018
7:30 P.M.
MEMORIAL HALL – MEMORIAL BUILDING
(Revised)

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES
   a) Meeting of February 6, 2018

4. CITIZENS’ PETITIONS (Pertaining to items appearing on this agenda)*

5. VILLAGE PRESIDENT’S REPORT

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

   Administration & Community Affairs (Chair Hughes)
   a) Approve a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on the following Sundays: June 17, 2018, August 12, 2018 and October 7, 2018 for a Fuelfed coffee and classic car event

   Environment and Public Service (Chair Brynes)
   b) Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck
   c) Approval and agreement with Wight and Company to provide design and construction management services to build a parking deck per the terms of the contract for a cost not to exceed $1,058,653

   Zoning and Public Safety (Chair Stifflear)
   d) Approve an Ordinance Approving Withdrawal of an Historic Landmark Designation for 244 East First Street – HPC Case No. 10-2017
7. CONSENT AGENDA
All items listed below have previously had a First Reading of the Board or are considered Routine*** and will be moved forward by one motion. There will be no separate discussion of these items unless a member of the Village Board or citizen so request, in which event the item will be removed from the Consent Agenda.

Administration & Community Affairs (Chair Hughes)
a) Approval and payment of the accounts payable for the period of February 7, 2018 to February 15, 2018, in the aggregate amount of $695,746.48 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

Environment and Public Service (Chair Brynes)
b) Award Extension of Contract #1582 for Tree Pruning to Trees R Us, Inc., in an amount not to exceed $73,906***
c) Award Extension of Contract #1624 for Landscape Maintenance Services to A&B Landscaping and Tree Service, Inc., in an amount not to exceed $135,145***

8. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION
These items require action of the Board. Typically, items appearing for Second Reading have been referred for further discussion/clarification or are zoning cases that require two readings. In limited instances, items may be included on the Non-Consent Agenda that have not had the benefit of a First Reading due to emergency nature or time sensitivity.****

Administration & Community Affairs (Chair Hughes)
a) Approve the FY2018-19 through FY2022-23 Capital Improvement Plan (CIP) (First Reading – Committee of the Whole January 9, 2018)

Zoning & Public Safety (Chair Stifflear)
b) Approve an Ordinance amending Section 6-106 (“Special Uses”) of the Hinsdale Zoning Code to allow Automobile Driving Instruction as a Special Use in the O-2 Limited Office Zoning District; and
Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the O-2 Limited Office Zoning District at 7 N. Grant Street – Responsible Driver (First Reading – February 6, 2018)
c) Approve an Ordinance Amending Section 5-105 (“Special Uses”) of the Hinsdale Zoning Code to Allow Automobile Driving Instruction as a Special Use in the B-1 Community Business Zoning District; and
Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the B-1 Community Business Zoning District at 1 Grant Square – Top Driver (First Reading – February 6, 2018)

9. DISCUSSION ITEMS
a) Update on proposed I-294 Tollway expansion

10. DEPARTMENT AND STAFF REPORTS
a) Fire

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS
12. OTHER BUSINESS

13. NEW BUSINESS

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

15. TRUSTEE COMMENTS

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

17. ADJOURNMENT

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

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

***Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously-budgeted items that fall within budgetary limitations and have a total dollar amount of less than $500,000.

****Items included on the Non-Consent Agenda due to “emergency nature or time sensitivity” are intended to be critical business items rather than policy or procedural changes. Examples might include a bid that must be awarded prior to a significant price increase or documentation required by another government agency to complete essential infrastructure work.

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Darrell Langlois, ADA Coordinator, at 630-789-7014 or by TDD at 630-789-7022 to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website http://villageofhinsdale.org
The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, February 6, 2018 at 7:30 p.m., roll call was taken.

Present: Trustees Christopher Elder, Michael Ripani, Luke Stifflear, Gerald J. Hughes, Matthew Posthuma, Neale Byrnes and President Tom Cauley

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Brian King, Fire Chief John Giannelli, Director of Public Services George Peluso, Director of Community Development/Building Commissioner Robb McGinnis, Superintendent of Parks & Recreation Heather Bereckis, Village Planner Chan Yu, Administration Manager Emily Wagner and Management Analyst Jean Bueche

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) Special Meeting of January 23, 2018
Trustee Hughes corrected a typographical error in the draft minutes. Trustee Elder moved to approve the draft minutes of the Special Meeting of January 23, 2018, as amended. Trustee Hughes seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

CITIZENS’ PETITIONS

None.

VILLAGE PRESIDENT’S REPORT

None.
APPOINTMENTS TO BOARDS AND COMMISSIONS

a) Mr. William Haarlow to the Historic Preservation Commission
President Cauley asked for a motion to approve the appointment of Mr. William Haarlow to the Historic Preservation Commission through April 30, 2019, to complete the unexpired term of Mr. Tom Willett.
Trustee Elder moved to Approve the appointment to the Historic Preservation Commission, as recommended by the Village President. Trustee Ripani seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

FIRST READINGS – INTRODUCTION**

Zoning & Public Safety (Chair Stifflear)

a) Approve a text amendment to Section 6-106 (“Special Uses”), to allow automobile driving instruction as a Special Use in O-2 Limited Office Zoning Districts, and concurrent Special Use Permit for Responsible Driver at 7. N. Grant Street, in the lower level (Discussion Item – October 3, 2017)
Trustee Stifflear introduced the item stating that in November 2017, the Village Board referred this matter to the Plan Commission for public hearing, asking that one parking space be required for every 250’ square feet of office space, and be classified as a special use. At the January 10th Plan Commission public hearing, the owner requested a bike rack for students. The Plan Commission unanimously approved the matter. Trustee Stifflear noted this request is consistent with other special uses not captured in the code.
Mr. Bryan Kearney, owner of Responsible Driver, addressed the Board stating that six parking spots are guaranteed, there are 11 parking spaces total, but the owner may use some several hours a week. He added that State law requires classes be completed by 9:00 p.m.
The Board agreed to move this item forward for a second reading at their next meeting.

b) Approve a text amendment to Section 5-105 (“Special Uses”), to allow automobile driving instruction as a Special Use in B-1 Community Business Zoning Districts, but not on the first floor, and concurrent Special Use Permit for Responsible Driver at 1 Grant Square, on the second floor (Discussion Item - October 3, 2017)
Trustee Stifflear introduced the item, stating it was essentially the same as the previous item, except this item excludes having this type of business on the first floor. This matter was reviewed with the same Plan Commission schedule as the previous item, the bike rack was included, and also received unanimous approval.
Mr. Peter Coules, attorney representing the applicant, addressed the Board adding there will be four dedicated parking spaces. The Board agreed to move this item forward for a second reading at their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

a) Trustee Stifflear moved Approval and payment of the accounts payable for the period of January 24, 2018 to February 6, 2018, in the aggregate amount of $947,107.35 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Posthuma seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Zoning & Public Safety (Chair Stifflear)

a) Approve an Ordinance approving Lot Size and Lot Width Variations from Section 3-110 of the Village of Hinsdale Zoning Ordinance at 640 Mills Street, Hinsdale, IL – Case Number V-07-17 (First Reading – January 23, 2018)

President Cauley introduced the item and reviewed the requested variation which is to subdivide the subject property into two non-conforming lots of 7,500 square feet instead of 10,000’ square feet and a 60’ foot frontage instead of a 70’ foot frontage. The Zoning Board of Appeals (ZBA) unanimously approved the request, but it is beyond their authority to grant final approval, therefore the matter comes to the Village Board for final approval.

Mr. Norman Chimienti, attorney representing Paul & Vida Chenier, addressed the Board. He explained that President Cauley had asked him to address why the Mills case is different than the recent 435 Woodside request, and to specifically address how the facts relevant to granting this variance differ from that matter. Mr. Chimienti said he will limit his remarks to this request, but he and Ms. Chenier will be happy to answer any questions the Board may have. He also explained that he would not comment on the ZBA conclusions regarding 435 Woodside, as it is not his place. Of course, regarding this case, the findings of ZBA are correct, and they believe the standards for granting the variance were properly applied by the ZBA and they reached the proper conclusion. He outlined the factual differences between these matters as follows:

Number 1: 640 Mills fully complies with the legal non-conforming standards of Village Code §10-105 as it exists with no further action on their part. By contrast, the Woodside property would require re-platting to consolidate two parcels into a ‘new’ south lot. The rear lot line would need to be redrawn to add an additional 3,000’ square feet to the south lot, and a portion of the structure located on the south lot must be relocated or demolished. All of these actions must be taken before the property can be granted a variance as a legal
non-conforming lot. The property at 640 Mills already meets the standards of a legal non-conforming lot as it was platted in 1929. Trustee Stifflear pointed out that there was a house that straddled the lot, similar to Woodside, but that it had been demolished. Mr. Chimienti said the standards permit removal of the structure, but no structure has to be removed at the present time. The effect of the house straddling the lot line puts the house in the category of a single zoning lot, even though the house is gone. This analysis is also found in the Village Attorney’s memo that is part of the record. President Cauley commented this was not a consideration for denial for the Board, to which Mr. Chimienti responded he is just pointing this out because there is no longer a structure on the property, and a bare bones reading of the criteria for a legal non-conforming lot are met. This is not the case with the Woodside south lot; it can be remedied, but it is not currently a legal non-conforming lot.

Number 2: In the R1 District there is a 30,000’ square foot lot size minimum. The proposed Woodside south lot would be 17,000’ square feet, adding the 3,000’ square feet borrowed from the north lot, results in a 10,000’ square foot deficit to the required lot size. The Mills property is located in the R4 District and they are asking for a 2,500’ square foot variance. The request of the variance on Woodside is larger than the entire size of the Mills lot.

Number 3: Many of the lots in the Woodside area are significantly larger than the 435 Woodside property, as it presently exists. The Chenier’s lot is exactly the same size as every other interior lot in their neighborhood; by allowing a comparable smaller lot at 435 Woodside, it would not be in character with the neighborhood. On Mills, an approval would put that lot in exact conformity with all the other lots in the neighborhood. If you do not permit the Mills variance, the property will be twice the size of any other, and not in conformity with the neighborhood.

Number 4: 100% of Chenier’s neighbors support granting the variance. There was substantial neighbor opposition to the Woodside variance. Rather than questioning the motives of the neighbor in either case, Mr. Chimienti hopes the Board finds this difference significant. Trustee Elder believes there is a neighbor who does not consent, but they are not present this evening. Mr. Chimienti withdraws the 100%, adding they were not aware of any objection. Nevertheless, they believe this is a relevant consideration for the Mills case as it was for Woodside.

Number 5: The applicant and neighbors debate of the market value of the Woodside property, and related issues, were prominent in the discussion of that variance. On the other hand, the Mills property faces a tollway acoustical wall, and there is a chance the tollway will expand to the west. This results in a significant difference in the two applications. There is no debate about the worth of the Mills property.

Number 6: Assume for the sake of discussion, none of the rationale for seeking a variation on Woodside was economically motivated. We know an application for variance cannot be granted for personal gain, nevertheless, the grant of a variation at 435 Woodside would have resulted in a beneficial economic impact for the applicant. Contrast this with Mills property. Granting the variance would have zero economic benefit to the applicant. President Cauley suggested two homes on Mills would likely be worth more than one. However, Mr. Chimienti said at that location and under these circumstances, he would not draw that conclusion. He believes the likelihood of anyone putting a house on the second lot other than Chenier’s son may be nil, and the granting of the variance is not likely to create any greater market value.
President Cauley said the Woodside applicant said it was to his economic detriment to subdivide, it was not a foregone conclusion from the applicant’s point of view, that to subdivide would be economically advantageous. Mr. Chimienti responded he is not questioning the argument, or the conclusions, simply pointing out a significant difference of economic circumstances as a material difference in the applications.

Number 7: With respect to timing, when the ZBA made the Mills decision, it was fully aware of the Board action regarding Woodside, and the reason for that action. Mr. Chimienti referred to in the ZBA Findings and Recommendations in the 640 Mills case, wherein they distinguish between the facts in each case, and conclude the Cheniers met all standards, notwithstanding the Village Board rejection on Woodside.

Number 8: Following the public hearing for Woodside, the Board was informed of another remedy for the applicant other than a zoning variation, because a group of buyers would acquire the lot as is and preserve the Zook house. That option doesn’t exist for the Cheniers; they have no buyer, their only remedy is for the Village to allow their son to build on the property. President Cauley suggested a possible remedy might be to add on to the existing house for the son. Mr. Chimienti does not believe it is a fair or realistic alternative to require the son’s family to share a home instead of having their own residence; and concludes there is no buyer for this property.

In response to a question from the Board, Ms. Chenier addressed the Board and stated that she purchased the property as two lots, and the former owner had some interest in building on the second lot, but she and her husband did not want to do this. Discussion followed regarding the federal court appeal of Mr. Bernard, the former owner, filed in 2006 regarding the subdividing of the property which followed the Chenier’s purchase of the property from him. Mr. Chimienti said they can’t explain that, and there are no records, but it is reasonable to assume the Cheniers would have no knowledge of this activity. He added that as far as the County recorder’s office is concerned, these are still two lots, and no amendment to the record exists that a title company or anyone could see to indicate otherwise.

Number 9: It was stated to the ZBA, that because of Mrs. Chenier’s health issues, which her physician has certified to the ZBA, it would be extremely beneficial if her family were close by to watch her and help her on a daily basis. The Village has long honored the legal principal that Americans with Disabilities Act (ADA) considerations take precedence over Village code. President Cauley said if this is moving from a variance request to an ADA request, it is a completely different issue. Mr. Chimienti pointed out it is a difference between the two applications, and there is a possibility the ADA would apply. President Cauley doesn’t want to take a vote on this variance if ADA considerations are being introduced, as they have not been analyzed by this Board. Mr. Chimienti agreed to save that argument for another time.

Number 10: The Cheniers sought an interpretation of the single property for zoning purposes provisions of the code, the legal non-conforming overlay. The opinion was rendered to the effect that the only way available to them to cause the vacant lot to become buildable was to apply for a zoning variation. The applicant was guided by the direction of the Village attorney and the Village Board to proceed with a variation application. That is a feature of the application that is different than the Woodside application.
Mr. Chimienti pointed out that some Board members have struggled with the not self-created standard; in his opinion that standard refers to the unique conditions of the property that creates hardship, not the action of the applicant or a prior property owner. Discussion followed regarding ‘constructive knowledge’ and whether there is any obligation on the part of someone who buys a property to find out if there is any outstanding issue regarding the property. Mr. Chimienti stated he knows of no ordinance, no statute, no court decision or rule of law that places a duty on the applicant as described. President Cauley said if someone buys a property knowing the property couldn’t be subdivided, you can’t meet the self-created test.

It was clarified that there was an error in the ZBA application inasmuch as it states the applicant purchased the subject property in anticipation of dividing the property for their son to build a home on the second lot. Mrs. Chenier assured the Board she and her husband did not buy the property with the intention of selling it to their son, as her children were in grammar school when the home was purchased; there is an error in the application and it is badly phrased.

Mr. Chimienti mentioned one other feature of the zoning code that may be relevant. The Woodside case and the Mills case are before the Village Board because the requested variances are greater than 10%, and the Board correctly pointed out these cases involve the same zoning code provisions. However, the ZBA has heard other variation cases involving the same code provisions, those being single zoning lot provisions and legal non-conforming lot provisions. These are not the only two cases decided by the ZBA. Two others have been granted, one at 26 East Sixth Street, and another on Phillipa. He mentions these not because the facts are the same as Woodside or Mills, but only to emphasize the ZBA has wrestled with this issue and the anomalies of the code on prior occasions, and ruled to grant the variations based on the seven standards in the code that must be met. This applicant contends that the standards were met, and considering the significant factual differences between their case and the Woodside case, they hope the Board will feel comfortable in deciding in favor of the applicant in this case.

Trustee Elder asked Mr. Chimienti to clarify the not merely special privilege standard. Mr. Chimienti explained that all over the Village people are allowed to develop on legal non-conforming lots, to say that years ago a home crossed the lot line, is not their problem. His client is only asking to do what other people do on these types of lots. President Cauley believes the real question is whether they have lots that can be divided, or was there a house on both lots; only the lots that are analyzed by this standard should be relevant. Trustee Ripani said he looked at the ZBA record on this specific case, irrespective of the outcome of the Woodside case. Mr. Chimienti explained there is no precedential value in these cases, and all must stand on their own merits. Trustee Ripani referenced the not a special privilege discussion in the ZBA transcript, the evidence he sees is they want to restore the lot to its original buildability. Mr. Chimienti doesn’t know if there are any other factors relevant to this issue, and does not believe someone is asking for something special if it is restored to its original state. Trustee Ripani also questioned the standard of whether the request is consistent with the code plan and purposes, when is not the purpose of the code that the properties be less dense. Mr. Chimienti countered that density is a bulk regulation, not the buildability of lots or if they should be legislated to be vacant, but rather a scale of development with structures too large. President Cauley said he agrees the
drafters of the 1988 code did not want any more non-conforming lots. The drafters of the 1988 code did not say that legal non-conforming lots that currently exist cannot be built on, but they did not want to create any additional lots smaller than the standards they set forth. Trustee Ripani offered that a possible remedy could be that a family member stay with Mrs. Chenier when her husband is out of town; this may not be desirable or convenient, but it is still a remedy.

Trustee Byrnes moved to Approve an Ordinance approving Lot Size and Lot Width Variations from Section 3-110 of the Village of Hinsdale Zoning Ordinance at 640 Mills Street, Hinsdale, IL – Case Number V-07-17. Trustee Elder seconded the motion.

Trustees discussed their points of view with respect to approval of the variance and the standards for approval, with the exception of Trustee Stifflear who had no comment. President Cauley asked for a roll call vote.

AYES: Trustees Elder and Byrnes
NAYS: Trustees Ripani, Hughes and Posthuma
ABSTAIN: Trustee Stifflear
ABSENT: None

Motion denied.

b) Approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for Redevelopment for an Auto Dealership – Bill Jacobs Land Rover – 336 E. Ogden Avenue (First Reading – January 23, 2018)

Trustee Stifflear introduced the second reading to approve a site plan and exterior appearance for the new Landrover dealership, and recapped the specifications of the proposed building, noting an auto dealership is a permitted use in the B3 district. By way of background, Trustee Stifflear explained that in December 2016, the Village of Hinsdale and Landrover entered into a sales tax revenue and sharing agreement. This would ensure Landrover, one of Hinsdale’s largest sales tax generators, would remain in the Village, and the Village would have a base amount of sales tax revenue going forward. He further outlined the public hearings and neighborhood meetings that addressed the issues with respect to the relocation of Landrover. In his opinion, the biggest change was to move all south facing doors to the east side to mitigate noise for the neighbors. The Plan Commission unanimously recommended site plan and exterior appearance, but with instructions for further discussion regarding the perimeter fence, landscaping and lighting. Since the first reading at the Village Board meeting, a compromise has been reached between Landrover, neighbors and the Village with respect to these issues. Regarding the fencing, Landrover will pay the full cost of $168,000 for installation of a stone or pre-cast concrete eight foot fence, however, the Village will forgo $50,000 of shared sales tax revenue above the base amount. This will not create a liability for the Village or require any payments be made from Village funds to Landrover or a fence vendor. Trustee Stifflear moved to Approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for Redevelopment for an Auto Dealership – Bill Jacobs Land Rover – 336 E. Ogden Avenue. Trustee Elder seconded the motion.
AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

President Cauley added it is important to bring commercial enterprises into the Village, but also be sensitive to the concerns of residents. He said the Village needs revenue, and the goal of the Board is to reach a compromise between the parties.

Michael Stick of 802 Franklin, addressed the Board stating this has been a long process, but he appreciates Landrover listening to residents, and the Board and staff for bringing the parties together.

Trustee Stifflear recognized the amount of work staff did to bring the parties together.

DISCUSSION ITEMS

a) Refuse, recycling and yard waste contract

Trustee Byrnes introduced the item which is a recommendation to retain Republic Services, the current waste hauler. He added people are satisfied with their performance, and outlined the cost reductions that are included in the proposed contract. There will be a 39% reduction in cost if people elect curbside pickup, a 45% senior discount and no increase in sticker prices. He said Ms. Emily Wagner, Ms. Jean Bueche and staff did a tremendous job negotiating this contract. Ms. Wagner addressed the Board, and thanked Ms. Bueche and Director of Public Services George Peluso for their efforts. Last fall, staff received Board approval to go ahead with a formal bidding process, which hadn’t happened since 2007. Additionally, staff conducted a survey of residents regarding their satisfaction with garbage related issues. The new contract is driven by those responses, and is a five year contract with the option to renew for three single years. The current contract expires in April, but staff would like to extend that contract to October 31st and have the new contract take effect on November 1st. This will ensure ample time for residents to make an informed decision. Currently, all service is for back door service, and the survey indicated that people would like to have a curbside option and save money. It has been observed that people are already taking their garbage to the curb, but Ms. Wagner confirmed that all residents are paying for back door service. It was noted the three one year renewals would be a different cost structure, and costs would be renegotiated at that time. She noted the packet provided to the Board includes comparison cost information, for example current back door pickup is $32.28/per month; if a resident opted for curbside pickup the monthly charge would drop to $19.60/per month. One of the other key features of the contract is recycling pick up. The contractor recommended waiting until 2019 for this improvement because there will be lots of changes, and residents might be overwhelmed with another change. It was noted the default service is back door pick up, and President Cauley suggested flipping this. Ms. Wagner said staff will
look into this, but the contractor had suggested this default because of the long-standing history of back door pickup in Hinsdale. Ms. Wagner explained the timeline would be to have first and second readings at the next two Board meetings, and work with the contractor to provide public information, and send a mailer to every household. Trustee Byrnes noted there is a small 8% increase to residents who opt to stay with back door pickup, and President Cauley added that the senior discount might make this a net zero as he believes most back door users are seniors. It was pointed out the senior discount is only applicable to curbside pickup, but staff will revisit this based on Board feedback.

b) **Online vehicle sticker program**

Village Manager Gargano announced that on March 1st residents, for the first time, will be able to purchase their vehicle stickers on line. Staff is happy to be able to accommodate this resident request.

c) **Community Pool private lesson pay rate**

Superintendent of Parks & Recreation Heather Bereckis addressed the Board and explained staff is asking for an additional dollar per hour paid to staff that teach private swim lessons. These staff members are required to take additional training to teach private lessons. Compared to other communities, Hinsdale charges more for the lessons, but pays staff less. Raising the pay to $10.00/per hour would be more equivalent to other communities. Trustee Hughes suggested a tiered pay in the future, based on longevity and consumer feedback. This might help with retaining quality instructors. Ms. Bereckis agreed, stating that type of tiered pay scale is already being used for lifeguards. The Board expressed no objections to the increase in pay for private lesson instructors.

d) **Update on proposed I-294 Tollway expansion**

President Cauley said there is nothing new to report at this time.

e) **District 181 update**

Village Manager Gargano reported staff, the Village Attorney, Trustee Byrnes and President Cauley continue to work through elements of the Intergovernmental Agreement (IGA) with the school district and hope to have a final document within the next few weeks.

**DEPARTMENT AND STAFF REPORTS**

a) Treasurers Report  
b) Community Development  
c) Parks & Recreation  
d) Economic Development

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

**REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

No reports.
OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS’ PETITIONS

Ms. Vida Chenier of 640 Mills Street addressed the Board and stated she is very disappointed with the outcome tonight regarding her variation request. She stated that President Cauley told her at a Village meeting that she would not need an attorney and should bring this to the Board. She feels disappointed and let down, and asked why the Village has a ZBA if they can’t make these decisions. She believes she did not get any help through this difficult process from anyone in the Village.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn into Closed Session. Trustee Hughes moved to adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of February 6, 2018 into closed session under 5 ILCS 120/2(c)(11) Litigation, filed or pending before a court or administrative tribunal or when an action is probable or imminent, and not to reconvene. Trustee Elder seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

Meeting adjourned at 9:30 p.m.

ATTEST: _________________________________________
Christine M. Bruton, Village Clerk
AGENDA SECTION: First Reading - ACA

SUBJECT: Approval of a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on Sundays, June 17, 2018, August 12, 2018 and October 7, 2018

MEETING DATE: February 15, 2018

FROM: Emily Wagner, Administration Manager
Anna Devries, Economic Development Coordinator
Heather Bereckis, Superintendent of Parks & Recreation

Recommended Motion
Approve a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on the following Sundays: June 17, 2018, August 12, 2018 and October 7, 2018 for a Fuelfed coffee and classics car event.

Staff recommends using Chicago Avenue and Burlington Drive for pedestrian safety and convenience. The Village Board approved the Fuelfed car show street closure last year for Sunday, August 20, 2017, and Sunday, October 1, 2017.

Background
Staff is in receipt of a request from Lorraine Hughes who is the Vice President of Fuelfed, Inc. regarding an event called Fuelfed Coffee and Classics. The event consists of Fuelfed members gathering with their classic European vehicles. While the event is for Fuelfed members, the public is welcome to attend as spectators. There are no commercial interests represented at the event. Fuelfed estimates between 50 and 70 cars per event.

The proposed dates of the event are Sunday, June 17, 2018, Sunday, August 12, 2018, and Sunday, October 7, 2018, from 9:00 a.m. to 11:00 a.m. It is requested that set-up begins at 8:30 a.m. and tear down begins at 11:00 a.m. If approved, the event would take place on Chicago Avenue and Burlington Drive in between Washington Street and Garfield Street. Fuelfed is a not for profit group and the event would be open to the public and free of charge.

The 2017 Fuelfed events were well attended and staff received positive feedback from the community.

Discussion & Recommendation
The event would take place during off-peak business hours and would have little impact on the traffic flow. In the event that Chicago Avenue and Burlington Drive are not approved by the Village Board, the Village parking lot on Washington Street just south of the Mobil station would be a second option. Staff has verified that the Fuelfed events will not impact any scheduled Parks & Recreation activities in Burlington Park.
Budget Impact
The applicant is not requesting Village staff or resources for the event. Barriers to close streets will already be available for the weekly Farmer's Market events, and Fuelfed staff indicated that they will move barriers as needed. Police staff will be available in the event that Fuelfed requires assistance with moving the barriers.

Village Board and/or Committee Action
N/A

Documents Attached
1. Fuelfed Coffee and Classics event application
2. Map with proposed locations
3. Certificates of insurance
Organization Making Request*: Fuelfed, Inc.

Contact Information Name*: Lorraine Hughes

Address*: 5225 N Ravenswood Ave, Suite 201, Chicago, IL 60640

Daytime Phone*: 312.401.1975

FAX Number: 773.878.1940 You will need to phone first so we change the setting

E-mail address*: fuelfed2@gmail.com

Please indicate in the boxes above your preferred method of being contacted with approval*.

Facility*: street parking on E. Chicago Avenue / Burlington Avenue

Location within Facility (Specific)*: E. Chicago Avenue / Burlington Avenue (Washington Street to Garfield Street, along Burlington Park.)

Name of Event*: Fuelfed Coffee & Classics Hinsdale

Event Description*: Fuelfed member gathering of classic European vehicles (prior to 1990) with a minor portion driving more recent European cars. The public is welcome to attend as spectators. Non-members may park in the event space if they meet the classic European vehicle criteria.

Date(s) of Event*: 2018-- June 17, August 12, October 7

Requested Time Period*: 9:00-11:00a (Setup begins at 8:30a.m./Tear Down @ 11:00a.m.)

Is your agency Non-Profit (provide Tax ID # _ _________________)

For Profit X 90-0938352

* Required information

To be completed by the Village of Hinsdale

Signature Approval of the Village Manager (or designee) ________________________________

Date: ________________________________

Important Notes for Applicants: This completed form must be received in the Director of Parks & Recreation office a minimum of six weeks prior to the requested time period. Requests will be approved on an individual basis. Submitting a request does not guarantee the approval of said request. You will receive confirmation of approval. Application must include a schedule of events and a detailed site plan. The fee is $250 for park usage. The fee may increase based on scheduled activities or time frame of the event.

Village of Hinsdale Parks and Recreation
19 East Chicago Avenue, Hinsdale, IL 60521
Phone: (630) 789-7090 Fax: (630) 789-7016
Due to traffic patterns, please enter from the north on Garfield, heading southbound.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hagerty Insurance Agency LLC
141 River's Edge Drive
Traverse City MI 49684-3255

INSURED
Fuelled
5225 N Ravenswood Ave #201
Chicago IL 60640

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101), Additional Remarks Schedule, may be attached if more space is required. Includes an additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Fuelled Coffee Classics to be held at the commuter parking lot in downtown Hinsdale between Lincoln and Washington Streets on 6/17/18, 8/12/18, and 10/7/18.

CERTIFICATE HOLDER
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale IL 60521

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Authorized Representative

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AGENDA SECTION: Agenda Section – ACA First Reading

SUBJECT: Recommendation to Approve an Intergovernmental Agreement with Community Consolidated School District 181 for a Parking Deck.

MEETING DATE: February 15, 2018

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

Recommended Motion
To approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck.

Background
In 2015, discussions began between Village staff and Community Consolidated School District 181 staff in the context of a proposed project related to the proposed reconstruction of the Hinsdale Middle School project. These discussions were put on hold due to the initial referendum not receiving voter approval in early 2016. In the fall of 2016, upon passage of the second referendum, Village staff and the District staff began working in earnest to provide to the community a shared solution to a long standing challenge of providing parking to both the Central Business District (CBD) and, in and around, the Hinsdale Middle School which immediately abuts the CBD.

Discussion & Recommendation
During 2017, School District 181 representatives including Board President Jennifer Burns and Member Margie Kleber, along with District staff members Dr. Don White, Moshin Dada and attorney Brian Mulhearn met with Village representatives including Village President Tom Cauley, Trustee Neale Byrnes and staff members Kathleen Gargano, Bradley Bloom, Jean Bueche, Rob McGinnis, Dan Deeter, George Peluso and the Village's owners representative John Doherty. Several meetings were held to develop the attached proposed intergovernmental agreement (IGA).

The attached IGA is for a forty (40) year period that is consistent with the life expectancy of the parking deck, with financial terms set for the first twenty (20) years. The proposed deck will provide the District with one hundred thirty-three (133) spaces on the upper level. The District and the Village have reconciled that the cost of constructing an asphalt surface parking lot on the parking deck parcel site meeting Village zoning and land use requirements is $2,209,936. The District and Village have agreed that, in lieu of a payment to the School District in consideration for the use of the parking deck parcel for the parking deck: 1. the School District contribution shall remain limited to $1,308,253, and 2. that the Village will pay the shortfall amount $901,683 as a part of its obligations to pay for the design and construction costs for the parking deck, with such amount being deemed to be prepaid and amortized over a period of the first twenty (20) years after the parking deck completion date.
The Village will assume insuring and maintaining the structure including signage, snow removal, landscape maintenance, security and enforcement.

**Budget Impact**

**Village Board and/or Committee Action**

**Documents Attached**
1. Intergovernmental Agreement
DATE: February 13, 2018
TO: President Cauley and Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Christine M. Bruton, Village Clerk
RE: Board Packet Materials for Item 6c, Attachment 1

With respect to the above referenced item, ‘Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck’, Assistant Village Manager Brad Bloom had not received Attachment 1, the IGA document, from District 181 at 6:30 p.m. Staff will forward the IGA to the Board and update the item on the website upon receipt of the document.

Thank you.
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HINSDALE AND
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181

This Intergovernmental Agreement is made and entered into as of February __, 2018, by and between the VILLAGE OF HINSDALE, an Illinois municipal corporation (the "Village"), and COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181, an Illinois public school district (the "School District") (each a "Party" hereto and collectively referred to as the "Parties").

RECITALS

A. WHEREAS, under authority and funding received in a referendum approved November 7, 2016, the School District is currently in the process of constructing a new Hinsdale Middle School ("HMS") on property owned by the School District located at 100 S. Garfield Street, Hinsdale, Illinois ("HMS Campus"), which is immediately adjacent to the Village's central business district, with the subsequent demolition of the current HMS building (overall, the "HMS Reconstruction Project"); and

B. WHEREAS, School District’s initial contemplation and planning for the HMS Reconstruction Project involved constructing a surface parking lot to meet the parking needs of the HMS Campus as redeveloped under the HMS Reconstruction Project, and

C. WHEREAS, for many years the Village has been in need of significantly more parking for employees of businesses in the Village’s central business district, for patrons of central business district stores, restaurants and/or other businesses and for commuter parking; and

D. WHEREAS, the Parties have a long history of cooperation regarding their respective parking needs on and immediately adjacent to the HMS Campus; and

E. WHEREAS, the proposed HMS Reconstruction Project called for the elimination of 50 parking spaces on the HMS Campus used by the Village for many years for patrons of businesses in the Village’s Central Business District; and

F. WHEREAS, the Parties recognize that the HMS Reconstruction Project (particularly, the demolition of the current HMS building, which is immediately adjacent to the Village’s central business district) presents a unique opportunity for the Parties to collaboratively provide a parking facility for shared use by the School District, the Village and the public; and
G. WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide for the execution of agreements between "public agencies" (such as the Village and the School District) for purposes of cooperatively performing any governmental service or exercising any powers or functions which either of such public agencies is authorized to perform, and, in fact, Article VII, Section 10 of the 1970 Illinois Constitution expressly states: "The State shall encourage intergovernmental cooperation;" and

H. WHEREAS, in order to act on this unique opportunity, the School District and the Village jointly have proposed the construction of a shared-use, two-level parking facility ("Parking Deck") on the portion of the HMS Campus where the to-be-demolished current HMS building is located ("Parking Deck Parcel"), as shown in Exhibit "A" attached hereto and incorporated into this Agreement ("Parking Deck Construction Project"); and

I. WHEREAS, site plan and exterior appearance plans, and variation requests for the Parking Deck have been reviewed and approved by the Village's Plan Commission, Zoning Board of Appeals and Board of Trustees; and

J. WHEREAS, the School District and the Village expressly acknowledge that the constituents/taxpayers of these two "public agencies" are not identical and they note that the terms and conditions of this Agreement expressly take this into account in terms of bearing costs and providing benefits to the public, the School District and the Village; and

K. WHEREAS, with regard to the Parking Deck Construction Project, the School District and the Village previously have entered into an Intergovernmental Agreement dated February 13, 2017 ("2/13/17 IGA") relative to temporary parking arrangements during the HMS Reconstruction Project and a Memorandum of Understanding dated August 3, 2017 ("8/3/17 MOU") relative to interim funding of some aspects of the Parking Deck Construction Project.
NOW THEREFORE, in consideration of the foregoing Recitals (which are made a part of this Agreement) and the Parties' mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the School District hereby agree as follows:

A. GENERAL AGREEMENT (SHARED-USE PARKING DECK).

The Parties hereby agree that, upon the School District’s completion of the demolition of the existing HMS building and clearance (per this Agreement) of the Parking Deck Parcel as part of the HMS Reconstruction Project, the Village shall construct, operate and maintain the Parking Deck on the Parking Deck Parcel for shared use by the School District, the Village and the public, as provided in this Agreement. The Parties acknowledge and agree that this Agreement is intended to remain in force for the useful life of the Parking Deck, which is anticipated to be at least forty (40) years, with financial terms set for the first twenty (20) years per Section D(1)(c) below.

B. PARKING DECK CONSTRUCTION PROJECT.

1. Costs. The Parties hereby agree as follows:

a. Village Responsibilities. The Village shall be responsible for all design and construction costs regarding the Parking Deck, other than the School District Contribution referenced in Section B(3)(a) below and any School District Change Orders referenced in Section B(3)(b) below.

b. School District.

(i) The School District shall not be responsible for:

(aa) Any design or construction costs for the Parking Deck, other than for: (1) the School District Contribution referenced in Section B(3)(a) below; and (2) any cost differential resulting from any School District Change Orders referenced in Section B(3)(b) below;

(bb) Any repair or restoration for public rights-of-way around the HMS Campus resulting from the HMS Reconstruction Project or the Parking Deck Construction Project, but with the exception that the School District shall be responsible, at its sole cost and expense, for certain repair and restoration to Village
rights-of-way surrounding the HMS Campus and a Village parking lot adjoining the HMS Campus ("Washington Street Lot") pursuant to the 2/13/17 IGA, as now expressly detailed in the Village of Hinsdale ROW Scope document dated February 1, 2018, a copy of which is attached hereto as Exhibit "B" and made a part hereof.

(ii) The School District shall be responsible for its obligations regarding the condition of the site at the Turnover of the Parking Deck Parcel for the Village's construction of the Parking Deck, as described in Section B(4)(f) below.

2. **Parking Deck Design.**

   a. **Preliminary Design.** The Parties hereby agree that the final design of the Parking Deck shall be substantially in accordance with the preliminary architectural design ("Preliminary Design") prepared for the School District by architects Cordogan Clark & Associates, Inc. ("Cordogan Clark"), which were reviewed and approved by the Village’s Plan Commission, Zoning Board of Appeals and Board of Trustees. The Preliminary Design is attached hereto and incorporated into this Agreement as Exhibit “C.” Such Preliminary Design provides for a two-level parking structure: (i) with brick or brick-look and stone or stone-look accents which are consistent with the architecture and materials for the exterior of the new HMS building; (ii) with not less than three hundred nineteen (319) parking spaces (approximately one hundred eighty-six [186] spaces on the lower level and approximately one hundred thirty-three [133] spaces on the upper level); (iii) with a lower-level access to a storage area for the School District in the lower level of the new HMS building; and (iv) with appropriate lighting (including light-spillage control), access control, security features, landscaping, handicap parking and direct vehicular ingress and egress from/to public rights of way, as required by applicable laws/codes/regulations, by the DuPage County Regional Office of Education, if applicable, and by the Village Zoning Board of Appeals, Plan Commission and Board of Trustees.

   b. **Final Plans.** At its expense and in a manner which does not delay or interfere with the HMS Reconstruction Project, the Village shall cause final design drawings, final structural/engineering drawings and final construction drawings and specifications for the Parking Deck (collectively, "Final Plans") to be prepared and approved, on the following terms and conditions:
(i) **School District Approval.** Any material changes from the design aspects of the Preliminary Design described above shall be subject to approval by the School District, which approval shall not be unreasonably withheld, delayed or conditioned. A material change is any change that operationally impacts the use or accessibility of the upper level of the Parking Deck or of the School District’s access to the storage area in the lower level of the new HMS building or materially departs from architectural coordination with the design of the new HMS building. In this regard, the Village hereby agrees to report to the School District on a periodic basis during the process of preparing Final Plans, in order to be efficient in dealing with any material changes in design aspects for the Parking Deck.

(ii) **Governmental Approvals.**

(aa) **Village.** The Village shall be solely responsible for obtaining all necessary Village approvals/permits for the Final Plans and for the construction of the Parking Deck. The School District shall cooperate and assist the Village in obtaining all necessary governmental approvals/permits for the Final Plans and for the construction of the Parking Deck as requested by the Village.

(bb) **School District.** To the extent it is necessary for a construction permit for the Parking Deck to be issued by the DuPage Regional Office of Education, the School District shall be responsible for submitting the Final Plans for the Parking Deck to the DuPage Regional Office of Education for their review and issuance of such approval/permit. In such event, in addition to Village requirements, the construction of the Parking Deck also must comply with all regulatory requirements for public school building construction. The School District shall use all reasonable efforts to ensure that the submission, if required to be made, is made in a timeframe that will ensure issuance of the necessary approval/permit prior to the Turnover of the Parking Deck Parcel per Section B(4)(f) below. Any delay in the issuance of such approval/permit that prevents the Village from commencing construction shall be considered delays attributable to the School District. The Village shall cooperate and assist the School District in obtaining the necessary construction permit from the DuPage
Regional Office of Education, as requested by the School District in the event such a permit is necessary.

(iii) **Coordination for Final Plans.** The Parties acknowledge and agree that certain construction details not included in the Preliminary Design will need to be made a part of the construction drawings of the Final Plans in order for the new HMS building to appropriately accommodate the construction of the Parking Deck (e.g. to create a watertight and structurally appropriate construction tie-in between the Parking Deck and the new HMS building). The Parties agree that such details shall be cooperatively developed between the School District and its consultants and the Village and its consultants.

(iv) **Incorporation of Final Plans.** The Final Plans as approved by all governmental bodies shall be deemed incorporated into this Agreement.

3. **Parking Deck Construction Costs.**

   a. **School District Contribution.**

      (i) **Amount.** The School District hereby agrees to pay toward the construction costs of the Parking Deck the amount of One Million Three Hundred and Eight Thousand Two Hundred and Fifty-Three and no/100 Dollars ($1,308,253.00) (“School District Contribution”).

      (ii) **Payment of School District Contribution.** The School District Contribution shall be paid by the School District to the Village in three (3) equal installments. The first installment shall be paid on the Parking Deck Commencement Date (as defined in Section B(4)(g)(iii) below). The second and third installments shall be paid thirty (30) days and sixty (60) days, respectively, after the Parking Deck Commencement Date.

   b. **School District Change Orders.** The School District shall be solely responsible for, and hereby agrees to pay the cost of, any changes to the Preliminary Design or the HMS Reconstruction Project requested or caused by the School District and resulting in cost increases to the Parking Deck Construction Project (the “School District Change Orders”). The School District shall pay any difference in cost resulting from School District Change Orders. If a School District Change Order approving additional work results in a delay in the
Village's ability to construct the Parking Deck or an increase in the cost of constructing the Parking Deck, the School District shall be required to pay for the increased costs.

c. **Village.** The Village shall pay all costs for the design and construction of the Parking Deck, other than the School District Contribution and differences in costs resulting from any School District Change Orders. The Village shall be solely responsible for, and hereby agrees to pay the cost of, any changes to the Preliminary Design requested by the Village and resulting in cost increases to the Parking Deck Construction Project ("Village Change Orders").

4. **General.**

a. **Standards.** The Village shall construct the Parking Deck in a good and workmanlike manner and on a diligent and timely basis, so as not to interfere with or inhibit the normal operations of the new HMS and so as not to delay or obstruct the progress of the HMS Reconstruction Project. The Parking Deck shall comply with the Final Plans and all governmental approvals.

b. **HMS Safety.**

(i) **General.** The Parties acknowledge and agree that the construction of the Parking Deck will take place on a site which immediately adjoins the new HMS building (while school is in session) and which immediately adjoins Hinsdale's central business district. The Village shall be responsible for taking all reasonable actions, implementing all reasonable traffic control and other safety policies and installing all reasonable barriers/warnings/signs in order to ensure the safety of HMS students, School District employees, visitors to HMS and the public during the construction of the Parking Deck and in order to ensure that operation of HMS will not be physically disrupted in an unreasonable manner.

(ii) **Traffic.** The Village and the School District shall meet to discuss and will work together to mutually agree on traffic plans regarding the HMS Campus (including but not limited to parent drop-off and pick-up locations and school bus drop-off and pick-up locations) for the period of the HMS Reconstruction Project and the Parking Deck Construction Project.
c. **Schedule.** The Village shall provide the School District with a construction schedule prior to commencing construction of the Parking Deck, and shall provide the School District with periodic updates to same in order to keep the School District apprised of Parking Deck construction progress.

d. **Change Orders.**

(i) **Parking Deck.** Other than in the case of exigent circumstances, no significant Village Change Orders or significant other changes from the Final Plans to the scope or nature of the work to be performed by contractors working on the Parking Deck Construction Project shall occur without notification to and review and comment by the School District Owner's Representative, which review and comment shall be provided within seven (7) days of Village notification. The Village acknowledges and agrees that any Change Orders that qualify as Village Change Orders per Section B(3)(c) above shall be payable by the Village, regardless of any School District review and comment.

(ii) **HMS Construction Project.** No significant change orders or significant other changes to the scope or nature of the work to be performed by contractors working on the HMS Reconstruction Project that impact the Parking Deck or the Parking Deck Construction Project shall occur without notification to and review and comment by the Village Owner's Representative, which review and comment shall be provided within seven (7) days of School District notification. The School District acknowledges and agrees that any change orders that qualify as School District Change Orders per Section B(3)(b) above shall be payable by the School District, regardless of any Village review and comment.

e. **Meetings.**

(i) **Preconstruction Meeting.** The Parties' respective representatives, architects and construction managers/general contractors shall meet at the Parking Deck construction site at least four (4) weeks before the scheduled start of construction of the Parking Deck. The purpose of such meeting shall be to coordinate the schedules for the Parking Deck Construction Project and the HMS Reconstruction Project, so that the Parking Deck Construction Project will not be interfered with or delayed and the HMS Reconstruction Project will not be interfered with or delayed.
(ii) **Progress Meetings.** After beginning construction of the HMS Reconstruction Project, and continuing through construction of the Parking Deck, the Parties' respective representatives, architects and construction managers/general contractors shall meet at the HMS Campus or Parking Deck construction site, as applicable, at least once a month until the completion of the Parking Deck ("Progress Meetings"). The respective architects and construction managers/general contractors shall have in attendance at these Progress Meetings personnel who are thoroughly familiar with the Parking Deck Construction Project and the HMS Reconstruction Project and who have decision-making authority. The School District or Village "Owner's Representative," as applicable, shall report the actual progress of the work of each project, indicate the status of each key activity of each project, determine the status of each project, and, together with the respective Party's representatives, architects and construction managers/general contractors, mutually arrive at decisions or actions that may be required to maintain the scheduled completion dates for such projects.

(iii) **General.** The Village agrees to invite the School District's "Owner's Representative" and Superintendent (or designee) to all Progress meetings regarding the Parking Deck Construction Project. The School District agrees to invite the Village's "Owner's Representative" and Village Manager (or designee) to all Progress meetings regarding the HMS Reconstruction Project. Each party shall provide at least forty-eight (48) hours' notice of any such Progress Meeting to the School District or Village and their respective "Owner's Representative." No decisions will be made by either party on an administrative or Board level on any matters concerning the HMS Reconstruction Project or Parking Deck Construction Project that materially impact either the Village or School District without written notice to and written consent by the affected party, which consent shall not be unreasonably withheld, delayed or conditioned. Notices shall be given in conformance with Section F(12) below. The cost of attendance of the Village's "Owner's Representative" and the School District's "Owner's Representative" shall be borne by each party respectively.
(iv) **Reports to School District Board of Education and Village Board of Trustees.** In the event of delays in the HMS Reconstruction Project or Parking Deck Construction Project as reported at any Progress Meeting, the Village or School District, as applicable, agrees to send a representative to the next scheduled meeting of the School District's Board of Education or Village's Board of Trustees in order to provide a report and answer questions.

f. **Condition of Site Upon Turnover to Village for Construction.**

At the time the Parking Deck Parcel is turned over to the Village for the commencement of construction of the Parking Deck ("Turnover"), the Parking Deck Parcel shall be, at School District expense:

(i) Cleared of surface improvements, the HMS building and foundations, except for the following:

   (aa) Earth retention system installed to construct the deeper foundations for the Parking Deck; and
   (bb) An asphalt section of approximately five (5) feet in width of the alley along the North property line, which has been requested by the Village to remain in order to provide a working surface for the Village's construction of the Parking Deck, as well as earth cover over the water main that runs under this area.

(ii) Graded, after demolition, with the site left at an average elevation of 715 feet above sea level, with: The perimeter of the site sloping from the 715 elevation to meet the existing grade at the perimeter of the site;

   (aa) Some lower areas, if the foundation removal extends below elevation 715, with those areas not filled to maintain the average elevation; and
   (bb) The School District to provide the Village with spot elevations on a 20' x 20' grid in the North/South and East/West directions, verifying an average grade of 715 feet above sea level.

(iii) Free of all foundation structures, piping, conduits and fixtures from the existing HMS.
(iv) All utilities from the existing HMS shall have been terminated and any related utility infrastructure on the School District’s property shall have been removed to the School District’s property line. This includes water, sewer, natural gas, electrical and data transmission cables, piping and/or conduit, but this does not include the following utilities, which shall remain:

(aa) The water main located on the North side of the Parking Deck Parcel; and

(bb) Storm water improvements outside the footprint of the Parking Deck Parcel, as shown on previously approved engineering drawings.

All of the foregoing conditions must be met to the reasonable satisfaction of the Village before the Parking Deck Parcel is accepted by the Village for construction, in accordance with Section B(4)(g) below.

g. Completion of the Parking Deck.

(i) Schedule. At the date of this Agreement, the schedule for the HMS Reconstruction Project provides for demolition of the existing HMS building and clearance of the Parking Deck Parcel by the School District by February 25, 2019. The School District shall use best reasonable efforts to meet such date.

(ii) Turnover. In order to be able to begin construction of the Parking Deck on a timely basis, the Village shall use best reasonable efforts to have its construction firm schedule February 25, 2019 as their mobilization date for the Parking Deck Construction Project and the Parties shall communicate with each other during the period of the School District’s demolition of the current HMS building in order to anticipate and schedule the steps required for Turnover of the Parking Deck Parcel as set forth in Section B(4)(f) above. The School District shall notify the Village in writing that the Parking Deck Parcel is ready for Turnover ("Turnover Notice"). As soon as reasonably practicable after receipt of the Turnover Notice and spot elevations verifying an average grade of 715 feet above sea level on the cleared Parking Deck Parcel per B(4)(f)(ii)(cc) above, the Village shall verify whether all preconditions to Turnover as set forth in Section B(4)(f) above have been met to its reasonable satisfaction. Within seven (7) days after receipt of the Turnover Notice and spot elevations, the Village shall notify the School District in writing either:

(aa) that all conditions for Turnover have been met and of its acceptance
of the Parking Deck Parcel for Turnover; or (bb) as to any such conditions which have not been met to the reasonable satisfaction of the Village, in which event the School District's Owner's Representative and the Village's Owner's Representative, together with the respective Party's representatives, architects and construction managers/general contractors, shall use best reasonable efforts to meet, discuss and reach resolution as soon as reasonably practicable, in order to confirm compliance with the Turnover conditions, so that the anticipated completion timeframe for the Parking Deck Project may be maintained. If notice of non-compliance is not given in the above-prescribed timeframe, or such timeframe is not extended by mutual agreement of the Parties, then the Parking Deck Parcel shall be deemed to meet the Turnover conditions as of the end of the notice period.

(iii) **Commencement.** The Village shall commence construction of the Parking Deck as soon as reasonably practical after confirmation or deemed confirmation that the Parking Deck Parcel is in compliance with the Turnover conditions set forth in Section B(4)(f) above ("Parking Deck Commencement Date"), but in no event later than thirty (30) days after confirmation or deemed confirmation.

(iv) **Completion.** The Village shall use all reasonable efforts to complete construction of the Parking Deck and open the Parking Deck for use by the Parties within six (6) months after the Parking Deck Commencement Date ("Parking Deck Completion Date"), with the target for completion being the opening of the 2019-2020 school year for HMS, subject only to Force Majeure (i.e. events or conditions beyond the reasonable control of the Village, as defined in Section F(11) below) and any delays in the Parking Deck Commencement Date attributable to the School District or other delays attributable to the School District.

(v) **Delays in Completion.** The Parties acknowledge and agree that, if the Parking Deck is not completed and opened for use by the Parking Deck Completion Date for any reason, then:

(aa) **Temporary Parking.** The removal of the temporary parking lot as constructed by the School District for School District employees and visitors to HMS as well as for the general public in the HMS athletic field pursuant to the Parties' 2/13/17 IGA and the School District's restoration of its athletic
field shall be delayed/deferred for a similar period of time as any
delay in completion of the Parking Deck; and

(bb) Temporary Use of Parks. In order to help resolve
the School District’s inability to provide outdoor space for physical
education for HMS students at the beginning of the 2019-2020
school year, the Village hereby agrees, if requested by the School
District, to allow access to nearby public parks (e.g. Burlington
Park; Robbins Park; Veeck Park) for use by HMS students for
physical education at no charge to the School District, with the
Village also to provide traffic supervision, crossing guards and any
other safety measures reasonably required by the School District
for having HMS students walk to or be transported to such parks.
The School District shall, upon demand, reimburse the Village for
the costs associated with traffic supervision, crossing guards, and
other safety measures, unless and to the extent any delays in
completion of the Parking Deck are the responsibility of the
Village.

(cc) Additional Costs. If any delays in completion of
the Parking Deck are the result of delays caused by the School
District, including but not limited to a failure to complete timely
Turnover of the Parking Deck Parcel, by February 25, 2019, and
such delays result in additional costs to the Parking Deck
Construction Project, or require the Village to incur additional
charges for design changes in order to timely complete the Parking
Deck Construction Project, the School District shall, upon demand
from the Village and receipt from the Village of documentation
regarding the increased costs, reimburse the Village for such
additional incurred costs.

h. Parking Deck Utilities. The School District agrees that the
Village shall have the right: (i) to utilize the main electrical panel of the new
HMS building for electrical service connection regarding the Parking Deck, but
with a separate electric meter/submeter for the Parking Deck (in lieu of direct
connection to main electrical service lines); (ii) to tap into the sprinkler system
of the new HMS building (with use of the HMS building’s fire pump) if a
sprinkler system will be installed for the lower level of the Parking Deck; and
(iii) to connect the Parking Deck fire alarm system to the fire alarm system for the
new HMS building, so that any required fire alarm devices (e.g. detectors, pull
stations, notification devices) in the Parking Deck and any activation of the Parking Deck’s sprinkler system would be linked to the fire alarm system for the new HMS building (in lieu of a separate stand-alone fire alarm system for the Parking Deck). The Village shall be responsible for the costs of utility connections for the exclusive use of the Parking Deck.

i. **Easements.** The School District agrees that, for the Parking Deck, the Village shall have the right of access to the storm trap installed or to be installed South of the new HMS building. The Village shall have the right, but not the obligation, to access, inspect and perform emergency repairs on all BMP and storm water detention facilities on the HMS Campus throughout the term of this Agreement.

j. **Coordination of Storm Water Permits.** The Parties acknowledge and agree: (i) that, per the School District's architectural and engineering consultants, the portion of the HMS Campus which will be disturbed for demolition of the existing HMS building and for construction of the Parking Deck will have an independent storm water management system that shall meet the DuPage County Storm Water Ordinance, but which will be the subject of subsequent permitting at a later date, as a separate phase from the already-issued permit(s) for the rest of the HMS Reconstruction Project (i.e. for the new HMS building and associated utilities and storm water management features, the temporary parking lot and associated storm water management facilities, and temporary material storage areas); and (ii) That the Parking Deck Parcel will have some overlap into the disturbed area(s) designated for the storm water permit(s) regarding the rest of the HMS Reconstruction Project. The Parties agree to cooperate with regard to designating overlap areas and with regard to the storm water permit application and process for the Parking Deck Parcel. The Village shall be responsible for the costs of the storm water permit for the Parking Deck.

C. **OPERATION OF THE PARKING DECK.**

1. **Allocation of Parking Spaces.** Upon completion of the Parking Deck, the 133 spaces on the upper level of the Parking Deck shall be allocated to the School District (“School District Spaces”) and all parking spaces on the lower level of the Parking Deck (approximately 186 spaces) shall be allocated to the Village (“Village Spaces”), subject to the terms and conditions of the Parties’ shared use of the Parking Deck as provided in this Agreement or any mutually-agreed written/signed amendment to this Agreement. The Parties agree to cooperate with each other in terms of the design for and the striping of traffic lanes and parking spaces on the upper level of the Parking Deck.
2. **School District Spaces.**

   a. **General.** School District employees and visitors to HMS shall have unrestricted access to and the right to use the School District Spaces in the Parking Deck at no charge at all times, except as may be arranged for Village use of the School District Spaces in accordance with Sections C(3)(b), C(4) and C(5) below. Use of spaces in the Parking Deck by School District employees and visitors to HMS shall not exceed the number of allowed School District Spaces, except in the case of Designated School District Activities for which the School District’s use of some or all Village Spaces is requested and approved, as set forth in Section C(5)(d)(ii) below.

   b. **Identification of Vehicles.** The Village will provide the School District with a sufficient number of parking permits (e.g. window or bumper decals) and access cards (if applicable) for School District employees. The School District shall be responsible for: (i) implementing policies and procedures for visitors with school business using the upper level of the Parking Deck (including but not limited to designating certain parking spaces for visitors); (ii) for monitoring parking by visitors; and (iii) for communicating such policies and procedures and the results of such monitoring to the Village for purposes of the Village’s enforcement of parking restrictions/regulation for the Parking Deck. The Parties may from time to time review and modify the methods to be used to identify vehicles which are entitled to park free of charge in School District Spaces.

3. **Village Spaces.**

   a. **Public Use.** The Village shall determine, in its sole discretion, how to permit the public to park in the Parking Deck, including but not limited to:

      (i) **Village Spaces.** Allowing parking in the Village Spaces on such terms as the Village from time to time may determine, including but not limited to use by: (i) employees of downtown Hinsdale businesses; (ii) patrons of downtown Hinsdale stores, restaurants and/or other businesses; and (iii) commuter parking.

      (ii) **School District Spaces.** Allowing parking in the School District Spaces at times other than during School Hours on School Days (defined in Section C(4) below) or during the times of Designated School District Activities (defined in Section C(4) below), as may be arranged by
mutual agreement of the Parties when preparing the Parking Deck Use Calendar referenced in Section C(5) below or as otherwise mutually agreed. See also Section C(8) below.

b. **School District.** The Parties agree to cooperate with each other in terms of the School District's use of the Village Spaces, as may be arranged by mutual agreement of the Parties when preparing the Parking Deck Use Calendar referenced in Section C(5) below or as otherwise mutually agreed.

4. **School Days/Hours; School District Activities.** For purposes of this Agreement: (i) attendance days for School District staff or students during the regular school year shall be referred to herein as “School Days” and “School Hours” shall be between the hours of 6:00 am and 4:00 pm Central Time; and (ii) scheduled daytime or evening events or activities on the HMS Campus (including but not limited to: back-to-school nights; science fairs and similar events; parent-teacher meetings; faculty development events; HMS “open houses;” designated HMS student events; and designated sporting events taking place on the HMS Campus, including scheduled HMS sporting events and scheduled sporting events which are the subject of School District approval and rental agreements regarding HMS facilities) (collectively, “Designated School District Activities”). For purposes of this Agreement, the applicable periods of time regarding School District parking for Designated School District Activities shall be the times during which the events or activities occur plus one (1) hour before and one (1) hour after such Designated School District Activities. Except for School Days and School Hours and Designated School District Activities, the School District spaces shall be available for general public parking, under terms and conditions determined by the Village.

5. **Parking Deck Use Calendar.**

a. **General.** Prior to the start of each HMS School Year, the Village and the School District shall meet to discuss and will work together to mutually agree on and create an annual calendar regarding their anticipated shared use of the Parking Deck (“Parking Deck Use Calendar”).

b. **Content.** The Parking Deck Use Calendar shall include a list of: (i) School Days; (ii) holidays, breaks or other weekdays in the approved school-year School District calendar when HMS is not in session and HMS staff are not required to be present; and (iii) Designated School District Activities.
c. **Adjustments.** It is understood and agreed by both Parties that the Parking Deck Use Calendar shall be periodically reviewed (such reviews shall take place as needed, at the request of either the School District or the Village) and may need to be periodically adjusted due to unforeseen schedule changes, added/deleted School Days or Designated School District Activities and/or other reasons.

d. **Cooperation.**

(i) **Village Requests.** The Parking Deck Use Calendar shall also list known days/nights for which the Village would like to make use of School District Spaces due to anticipated parking needs for the Village’s Central Business District (e.g. Christmas Walk). The School District shall make all reasonable efforts to make the School District Spaces available for use by the Village on such requested days/nights/hours, other than for School Hours during School Days or for Designated School District Activities.

(ii) **School District Requests.** The Parking Deck Use Calendar shall also list known days/nights for which the School District would like to make use of the Village Spaces due to anticipated parking needs in excess of the number of School District spaces (e.g. back-to-school nights; concerts; certain athletic events). The Village shall make all reasonable efforts to make the Village Spaces available for use by the School District on such requested days/nights/hours. For approved uses of the Village Spaces by the School District, the Village shall make all reasonable efforts to temporarily close all or a portion of the Village Spaces or otherwise advise the general public (e.g. by signage) in order to make the Village Spaces available at no charge for such Designated School District Activities.

(iii) **Conflicts.** The Village expressly acknowledges that the existence of the Parking Deck must not unreasonably interfere with the operation of the adjacent new HMS and, as such, any conflict in terms of access to and use of the upper level of the Parking Deck for School Hours during School Days or for Designated School District Activities shall be resolved in favor of the School District in all instances. The School District acknowledges that any conflict in terms of access to and use of the lower level of the Parking Deck shall be resolved in favor of the Village in all instances.
6. **Other Responsibilities.**

   a. **General Maintenance and Repair.** The Village shall be responsible for providing and shall pay all costs of all general maintenance and repair obligations for the Parking Deck, shall keep the Parking Deck in good repair at all times, and shall not permit the Parking Deck to become unsightly or unsafe. Such maintenance and repair activities shall include, but are not limited to: (i) regular periodic cleaning of driving/parking surfaces, walls, ceilings and stairwells; (ii) regular periodic maintenance and cleaning/repair/replacement (as needed) of light fixtures, windows or glass panels, doors and door and other hardware; (iii) regular periodic maintenance and repair/replacement (as needed) of the sprinkler system for the lower level of the Parking Deck, including but not limited to periodic testing of such system (including portions of the system located inside the new HMS building); (iv) maintenance/repair and replacement (as needed) of Parking Deck and related traffic signage; (v) regular periodic garbage removal/collection; (vi) replacement of light bulbs and/or light fixtures as needed; (vii) periodic re-striping of parking spaces, handicap parking spaces, “no parking” areas and directional arrows (if applicable), as needed; and (viii) driving/parking surface repairs and patching, as needed. See also Section D(1) below. The School District will be required to pay an annual fee for maintenance of the Parking Deck’s infrastructure. See Section C(6)(f) below.

   b. **Landscaping.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing as well as of maintaining and, if/when necessary, replacing all landscaping on or immediately adjacent to and appurtenant to the Parking Deck, including but not limited to landscape islands on the upper level of the Parking Deck, and exterior landscape screening, parkway trees and other landscape treatments required by the Village Zoning Board of Appeals, Plan Commission and Board of Trustees for the Parking Deck.

   c. **Security.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing, as well as of maintaining, such other security measures as it deems necessary in and around the Parking Deck, and shall provide all other services the Village deems necessary to ensure the security and safety of the Parking Deck. The Village shall have primary responsibility for responding to emergency situations involving the Parking Deck at all times. School District personnel may assist Village emergency personnel when practicable. Any student or School District employee who may be involved in a disciplinary infraction on the premises of the Parking Deck shall be subject to
School District disciplinary procedures in the same manner as on all other areas of the HMS campus.

d. Utilities. The Village shall pay the costs for all utilities serving the Parking Deck. In the event that the Village determines to install any electric vehicle charging stations in the Parking Deck, the Village shall be responsible for providing and shall pay all costs of purchasing and installing as well as all electricity costs associated with any such charging stations.

(i) Electrical. Because the Parking Deck will utilize a separate electric meter/submeter from the main electrical panel of the new HMS building per Section B(4)(h) above, the Parties agree:

(aa) The Village will use best reasonable efforts to place the billing account for the Parking Deck meter/submeter in the name of the Village and, if this is not permitted by the electrical service provider, the Parties agree to cooperate so that the Village will make direct payments to the electrical service provider for the electricity usage of the Parking Deck.

(bb) The School District shall be permitted to continue its participation in “demand management programs” of the electrical service provider, in order to obtain rebates for reducing the electrical service draw of the new HMS building when requested by the electrical service provider during times of peak electrical service demand.

(ii) Water. In addition to paying the costs for connecting the Parking Deck’s lower level sprinkler system to the sprinkler system of the new HMS building (with use of the HMS building’s fire pump) per Section B(4)(h) above, the Village shall be responsible for paying for all water use and any related sewer charges for the Parking Deck.

e. Parking Enforcement.

(i) General. The Village shall be responsible for providing and shall pay all costs for purchasing and installing access control features for the Parking Deck and for enforcement of parking restrictions/regulations in the Parking Deck, including but not limited to
enforcing days and hours when the upper level is restricted for the School District’s use of the School District Spaces.

(ii) **Fines.** The Parties hereby agree that enforcement of day/hour parking restrictions may include fines to be assessed for violators and towing of unauthorized vehicles from the Parking Deck at the owners’ expense (including for School District Spaces), with appropriate notice signage posted in and about the Parking Deck.

(iii) **Periodic Review.** The Parties agree to make all reasonable efforts regarding the establishment of and periodic review and, if necessary, revision of parking restriction policies and mechanisms for the Parking Deck.

f. **Parking Infrastructure.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing any gates, access control systems, pay boxes, security cameras and monitoring/recording system and other parking management systems (collectively, the “Parking Infrastructure”) for the Parking Deck. The Village shall own the Parking Infrastructure following installation and shall pay for all maintenance, repair and replacement costs for the Parking Infrastructure following its installation.

g. **“Pay Lot.”**

(i) **Village Spaces.** The Village, at its option, may choose to make the Village Spaces of the Parking Deck a “pay lot” and, in such event, the Village shall be entitled to receive and shall be solely responsible for collection of all parking revenue.

(ii) **School District Spaces.** For any times when the School District Spaces of the Parking Deck are made available for Village use, the Village shall be responsible for implementing any and all policies and procedures for such public use of the School District Spaces, for installing any and all temporary signage indicating public access to the School District Spaces and, if the Village determines to charge the public for such use of the upper level, the Village shall be entitled to receive and shall be solely responsible for collection of all parking revenue. Any Village use of the School District Spaces of the Parking Deck is subject to the Village’s obligations hereunder to allow School District employees and
HMS visitors to park in the School District Spaces in conformance with Section C(2) of this Agreement.

h. **Signage.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing and maintaining signage on, in and adjacent to the Parking Deck clearly indicating areas and days/times reserved for School District parking (e.g. signs at Parking Deck entrances indicating “fee parking,” “parking by permit only” “free parking”) and the Village shall be responsible for enforcing such regulations. The Village also shall be responsible for installing and maintaining signage on Washington Street, in or adjacent to the East/West public alley immediately adjoining the North side of the Parking Deck and on Garfield Street, indicating traffic flow directions for and around the vehicle access points to the Parking Deck.

i. **Snow Removal.** In consideration for the payment to the Village by the School District of the annual amounts set forth in Section D(1) below, the Village shall be responsible for all snow plowing and snow removal obligations and salting/sanding for the driving/parking surfaces of the Parking Deck, as follows:

   (i) **Village Responsibilities.**

      (aa) **Parking Deck.** The Village shall use best reasonable efforts to promptly plow and remove snow from and, as the Village determines needed, to promptly salt/sand accumulations of snow/ice on the driving/parking surfaces of the upper level of the Parking Deck and shall be responsible for clearing any snow which may accumulate in the lower level of the Parking Deck or in Parking Deck stairwells, as needed.

      (bb) **Access Routes.** The Parties acknowledge: (1) that the School District’s temporary access route for student drop-off/pickup areas for the current HMS building during the HMS Reconstruction Project is, and that the access route to the upper level of the Parking Deck and the primary access to student drop-off/pickup areas for the new HMS on the Parking Deck will be, by way of Washington Street, then eastward through the Washington Street Lot and then through a public alley which empties out onto Garfield Street; and (2) that, beginning in approximately January of 2019, the School District’s temporary student drop-off/pickup areas will be on the East side of Washington Street between Third
Street and Second Street, as such alley will be temporarily closed for the demolition of the current HMS building and for the Parking Deck Construction Project. Pursuant to its normal priorities for plowing of Village rights-of-way, and excluding sidewalks not normally cleared by Village crews or contractors, the Village shall use best reasonable efforts to promptly plow and remove snow from, and, as the Village determines is needed, to promptly salt/sand accumulations of snow/ice on such access routes.

(ii) **Cooperation.** The Parties agree to make all reasonable efforts in terms of establishing and implementing mutually-agreed methods for snow removal, maintaining methods of communication regarding snow removal and having periodic review and, if necessary, revision of the snow removal methods so that snow removal will be coordinated and accomplished in an efficient, economical, time-sensitive and safe manner for the School, District and in accordance with Village snow removal priorities.

7. **Oversize Vehicles; Damage.** The design for the upper level of the Parking Deck shall accommodate not only the vehicles to be parked thereon, but also HMS students (for fire drills or emergency evacuations of the new HMS building), “Type A” school buses or vans weighing 16,500 pounds or less for special education students who must be dropped off and picked up immediately adjacent to an entrance to the new HMS building (main drop-off and pick-up locations for full-size school buses to be located elsewhere on the HMS Campus), snow plowing vehicles weighing 16,500 pounds or less, and ambulances or other emergency vehicles weighing 16,500 pounds or less. The Village shall be responsible for installing and maintaining a system and signage at the Parking Deck entrances restricting vehicle heights and weights, in order to prevent damage to the Parking Deck from tall vehicles (lower level) or, for the upper level, to prevent damage from trucks or other vehicles exceeding 16,500 pounds and for enforcing such regulations. The School District shall take all reasonable steps to prevent damage from occurring to the Parking Deck due to delivery vehicles and overweight trucks, and shall be responsible for reimbursing the Village upon demand for damage caused to the Parking Deck by such trucks or vehicles or by reason of other School District uses or activities. It is acknowledged and agreed by and between the Parties that no semi-trucks of any size or type and no delivery trucks or other vehicles in excess of 16,500 pounds (other than emergency vehicles and such vehicles as are necessary to remove accumulated snow from the Parking Deck) shall be allowed on/in the Parking Deck at any time.
8. **Non-Parking Uses (Upper Level).** The Parties acknowledge and agree that any non-parking uses of the upper level of the Parking Deck by the Village (e.g. merchants' "sidewalk sale;" Farmers' Market) shall require the approval of the School District, which approval shall not be unreasonably withheld, and scheduling as part of the Parking Deck Use Calendar referenced in Section C(5) above.

9. **Warranties and Warranty Work.** The Parties acknowledge and agree that, with the Village being responsible for the design, construction and operation/maintenance of the Parking Deck, but with the Parking Deck being on the HMS Campus, all warranties of contractors/subcontractors/suppliers regarding the Parking Deck shall run in favor of the Village and the School District, but the Village shall be responsible for notifying contractors/subcontractors/suppliers as applicable for necessary/requested Warranty work on the Parking Deck, for monitoring all Warranty work and for scheduling all Warranty work in conjunction with the School District.

10. **Unanticipated Costs/Expenses.** The Parties acknowledge and agree that, in the event of unanticipated expenses for the operation of the Parking Deck, the Village shall be responsible for such expenses, unless such expenses are shown to be related to School District use of the School District Spaces or the result of the School District's or its agents' actions or inactions.

D. **GENERAL ADMINISTRATIVE MATTERS.**

1. **Consideration.** The parties acknowledge and agree as follows:

   a. **Village.** In the process of obtaining zoning approvals for the Parking Deck and finalizing the terms for this Agreement, it was determined by the Parties that the actual costs for the School District to construct an asphalt surface parking lot on the Parking Deck Parcel (i.e. the basis for the School District Contribution) to meet Village zoning and land use requirements exceeded the preliminary amount for a surface lot originally provided to the School District by its consultants, which amount had been used for purposes of the School District's budget for the November 2016 referendum ("Referendum") that provided funding approval for the HMS Reconstruction Project. The Parties agree that they and their respective consultants have reconciled—that the cost of constructing an asphalt surface parking lot on the Parking Deck Parcel site meeting Village zoning and land use requirements is $2,209,936.00. The Parties have agreed that, in lieu of a payment to the School District in consideration for the use of the Parking Deck Parcel for the Parking Deck: (i) the School District Contribution shall remain limited to $1,308,253.00, as set forth in Section
B(4)(a)(i) above; (ii) the Village will pay the shortfall amount ($901,683.00) as a part of its obligations to pay for the design and construction costs for the Parking Deck, with such amount being deemed to be prepaid and amortized over a period of the first twenty (20) years after the Parking Deck Completion Date. The Village also agrees to honor a bid submitted by DeGraf Concrete and accepted by the School District regarding increased costs of concrete for the new HMS building and Parking Deck, which increased costs resulted from accommodations to the HMS Reconstruction Project made for the Parking Deck and delays incurred due to litigation against the School District regarding notices for its Referendum for the HMS Reconstruction Project. Prior to this Agreement, certain costs were incurred with Cordogan Clark regarding the architectural design and engineering for the HMS Reconstruction Project in order to accommodate the Parking Deck (including but not limited to providing for a deeper foundation for the new HMS building and providing for electric service connections through the main electrical panel for the new HMS building). The Village agrees to be responsible for resolving with and paying to Cordogan Clark the reasonable amount for such architectural/engineering costs, with the right to contest bills previously submitted by Cordogan Clark for such costs.

b. School District. In consideration for the Village taking on the obligations to manage and operate the Parking Deck pursuant to this Agreement, the School District shall pay to the Village an annual amount of $18,620.00, which amount (calculated at $140.00 per parking space) is the School District’s historical cost for annual maintenance of an asphalt surface parking lot, including sealcoating/striping, curb painting, snow removal, salting, lighting and landscaping maintenance (“Annual Maintenance Amount”), with such Annual Maintenance Amount to be in effect for the first twenty (20) years after the Parking Deck Completion Date. The Parties agree that such Annual Maintenance Amount shall be for the School District’s “fiscal years” (i.e. July 1 through the following June 30) (“School Year”). In this regard, the School District shall pay to the Village a prorated portion of the Annual Maintenance Amount for the period from the Parking Deck Completion Date through the end of the 2019-2020 School Year (prorated payment due thirty [30] days after the Parking Deck Completion Date) and for School Years thereafter the Annual Maintenance Amount shall be due on the first day of each July, in order to align with the School District’s fiscal year budgets.
c. **Adjustments After Twenty (20) Years.** The Parties acknowledge and agree:

(i) **First Twenty (20) Years.** That the anticipated useful life of the Parking Deck is at least forty (40) years, but that the consideration amounts set forth in Sections D(1)(a) and D(1)(b) immediately above shall remain in effect for the period of the first twenty (20) years after the Parking Deck Completion Date; and

(ii) **Remaining Years.** That, for the remaining useful life of the Parking Deck after the first twenty (20) years, the Parties’ respective consideration amounts set forth in Sections D(1)(a) and D(1)(b) immediately above shall be subject to negotiation and resolution by the Parties for such subsequent period(s) of time as they shall determine, based on: (aa) the Parties’ experience with operational costs and expenses and revenues for the Parking Deck; (bb) capital improvements needed to prolong the useful life of the Parking Deck; and (cc) any other factors deemed appropriate by the Parties. All such adjustments to the Parties’ respective consideration amounts shall be set forth in written Amendments to this Agreement. The Parties agree to use best reasonable efforts to meet, discuss and reach resolution as soon as reasonably practicable, in order to have such Amendments approved and executed at least ninety (90) days prior to the end of the applicable expiring period.

2. **Insurance.**

a. **Parking Deck Construction.**

(i) **Village.** The Village shall provide sufficient property/casualty and liability insurance during the construction of the Parking Deck, with coverage including but not limited to that for any possible damage to the immediately-adjointing new HMS building. The School District acknowledges that, as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). The School District expressly agrees to have the foregoing insurance requirements, at the option of Village, provided through IRMA rather than through purchased insurance.
(ii) **School District.** The School District shall provide property and liability insurance covering the land of the Parking Deck Parcel in the same manner as the School District insures other School District premises, naming the Village as an additional insured. The School District's liability coverage must include any possible damage to the Parking Deck caused by the District's negligent use of the School District Spaces on the upper level, or caused by the School District's or its agents' negligent actions or inactions. The Village acknowledges that the School District is self-insured through the Collective Liability Insurance Cooperative ("CLIC"). The Village expressly agrees to have the foregoing insurance requirements, at the option of the School District, provided through CLIC rather than through purchased insurance.

b. **Completed Parking Deck.** Upon completion of the Parking Deck:

(i) **Village.** The Village shall provide liability insurance covering the Parking Deck in the same manner as the Village insures other Village facilities, naming the School District as an additional insured. The School District acknowledges that as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). The School District expressly agrees to have the foregoing insurance requirements, at the option of Village, provided through IRMA rather than through purchased insurance.

(ii) **The School District.** The School District shall provide property and liability insurance covering the land of the Parking Deck Parcel and the Parking Deck in the same manner as the School District insures other School District premises, naming the Village as an additional insured. The School District's liability coverage must include any possible damage to the Parking Deck as a result of the District's negligent use of the School District Spaces on the upper level, or caused by the School District's or its agents' negligent actions or inactions.

c. **Coverage.** The Parties shall procure/maintain, at their respective expense, insurance which covers the Parties and their respective officials and employees for their use of the Parking Deck pursuant to this Agreement, as follows:
Commercial General Liability (Including contractual liability coverage): $5,000,000 combined single limit per occurrence for bodily/personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $10,000,000.

d. **Certificates.** Each Party shall furnish the other party with a certificate of insurance or coverage, as applicable, evidencing the required coverage. Said certificates shall provide that, for the duration of this Agreement, the insurance policy or self-insurance shall not be suspended, cancelled or reduced in coverage or amount except after prior notice to the other party pursuant to the notice provisions contained in Section F(12) below herein.

e. **Primary.** Each Party’s insurance or self-insurance shall be primary as respects such Party’s liability and the other Party’s insurance or self-insurance shall not contribute with it. Each Party shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

f. **General.** Nothing contained in this Agreement shall be construed as a waiver, restriction or limitation of any and all immunities and/or defenses available to either Party in any third-party action, including but not limited to the Illinois Tort Immunity Act.

3. **Damage to the Parking Deck.** The parties acknowledge and agree:

a. **General.** If at any time the Parking Deck is damaged to the extent of less than fifty percent (50%) of its cost of replacement at the time of such damage, then repairs shall be undertaken pursuant to applicable insurance coverage for the Parking Deck and the Parties agree to cooperate with each other in terms of their shared use of the Parking Deck and the scheduling of repair work.

b. **Material Damage.** If at any time the Parking Deck is damaged to the extent of fifty percent (50%) or more of its cost of replacement at the time of such damage, then, upon mutual agreement of the Village and the School District, the Parties may either: (a) at the shared cost of the Parties (subject to negotiation and resolution at the time) demolish and remove the Parking Deck and construct a new Parking Deck substantially identical to the damaged/demolished Parking Deck, with this Agreement to continue in effect and with the parties to use best reasonable efforts to cooperate with each other in terms of providing temporary
parking arrangements; or (b) demolish and remove the Parking Deck and, upon conformance by the School District with the Village’s Zoning Code application requirements and other Village Codes and regulations, the Village shall entertain, in conformance with Village Codes, School District requests for permits and zoning and other approvals necessary to allow the School District to proceed with the construction of a surface parking lot on the Parking Deck Parcel site or elsewhere on the HMS Campus, with this Agreement to be terminated.

4. **End of Parking Deck Useful Life.** The Parties acknowledge and agree that this Agreement is intended to apply for the useful life of the Parking Deck, which is anticipated to be at least forty (40) years. At the end of the useful life of the Parking Deck as mutually determined by the Parties, then, upon mutual agreement of the Parties, the Village and the School District, may either: (a) at the shared cost of the Parties (subject to negotiation and resolution at the time) demolish and remove the Parking Deck and construct a new Parking Deck substantially identical to the damaged/demolished Parking Deck, with this Agreement to continue in effect and with the parties to use best reasonable efforts to cooperate with each other in terms of providing temporary parking arrangements; or (b) demolish and remove the Parking Deck and, upon conformance by the School District with the Village’s Zoning Code application requirements and other Village Codes and regulations, the Village shall entertain School District requests for permits and zoning and other approvals necessary to allow the School District to proceed with the construction of a surface parking lot on the Parking Deck Parcel site or elsewhere on the HMS Campus, with this Agreement to be terminated.

5. **Indemnifications.**

a. **By the Village.**

   (i) **Construction of Parking Deck.** The Village shall indemnify, defend and hold harmless the School District from and against any mechanic’s liens and any claim of loss or injury to persons or property arising out of the Village’s construction of the Parking Deck, except for any loss or injury proximately caused by the negligence of, or willful and wanton misconduct of, the School District.

   (ii) **General.** The Village, to the extent permitted by law, shall indemnify, hold harmless and defend the School District, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorneys’ fees, costs, fees and expense of defense, arising from, growing out of, or related
to any loss, damage, injury, death, or liability resulting from or connected with the negligent or willful acts, errors or omissions of the Village in its performance under this Agreement. The Village shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the School District, its officials, employees and agents, in any such action, the Village shall, at its own expense, satisfy and discharge the same.

b. **By the School District.**

   (i) **HMS Reconstruction Project.** The School District shall indemnify, defend and hold harmless the Village from and against any mechanic’s liens and any claim of loss or injury to persons or property arising out of the School District’s construction of the HMS Reconstruction Project, except for any loss or injury proximately caused by the negligence of, or willful and wanton misconduct of, the Village.

   (ii) **General.** The School District, to the extent permitted by law, shall indemnify, hold harmless and defend the Village, its elected and appointed officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorneys’ fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or liability resulting from or connected with the negligent or willful acts, errors or omissions of the School District in its performance under this Agreement. The School District shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, officers, employees and agents, in any such action, the School District shall, at its own expense, satisfy and discharge the same.

c. **No Waiver of Immunity.** Neither the School District nor the Village, while performing under the terms of this Agreement, shall be deemed to waive any governmental immunity or defense to which the School District or Village would otherwise be entitled under statute or common law.
6. **Dispute Resolution.**

   a. **Mediation.** If either Party fails to comply with its responsibilities for payments under this Agreement or as to performance of any other term, provision or obligation in this Agreement relative to its responsibilities to the other Party, and does not remedy such failure to comply within thirty (30) days after written notice from the other Party, or if the Parties otherwise mutually agree, then a third party will mediate the dispute. The Parties agree to utilize the services of a neutral mediator for such mediation, in order to facilitate a mutually agreeable and realistic resolution of any such dispute in a manner that does not delay the Parking Deck Construction Project, the HMS Reconstruction Project, the performance of a maintenance obligation, or other obligations hereunder. The Parties further agree that the cost of mediation shall be shared evenly between the Parties.

   b. **Arbitration.** If a dispute is not resolved through mediation within fourteen (14) days after the initial notice requesting such remedy is given, then either party may submit the dispute to binding arbitration before a single arbitrator. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules. The Parties agree that the substantially-prevailing Party shall be entitled to recover its costs and expenses (including but not limited to reasonable attorneys' fees) incurred in such arbitration.

E. **MISCELLANEOUS.**

1. **Governing Law.** The Parties agree that this Agreement and any subsequent Amendment(s) hereto shall be governed by and construed and enforced in accordance with, the laws of the State of Illinois in all respects (e.g. matters of construction, validity, and performance), including but not limited to Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, as well as any and all applicable provisions of the Illinois School Code.

2. **Authority.** The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon the Parties and signatories hereto.

3. **Amendments.** The terms of this Agreement may be amended only in writing with the mutual approval of the Parties, upon approval by the Board of Trustees of the Village and the School District's School Board. If either Party desires to amend
this Agreement, written notice of such desire/intent shall be given to the other Party at least thirty (30) days in advance of consideration of the subject modifications.

4. **Severability.** If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part was never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties.

5. **No Assignment.** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the advance written consent of the other Party.

6. **Necessary Documents.** Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement.

7. **No Waiver.** No deferral to enforce or non-enforcement of any obligation or default of one Party shall be implied from the omission or deferral by the other Party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

8. **Performance.** Time is of the essence regarding the Parties’ performance of this Agreement.

9. **Service Contractors.** The Parties acknowledge and agree that they may perform their respective maintenance and other obligations hereunder either with their own employees and equipment or, in their sole discretion, through third-party contractors of their choosing; provided that any such contractors shall be sufficiently insured for their actions/work in and about the Parking Deck, with certificates of such insurance provided to the Parties prior to contractors beginning any work in or about the Parking Deck.

10. **Individuals.** No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party’s execution or attempted execution of this Agreement, or because of any breach of this Agreement.
11. **"Force Majeure" (Events Beyond Reasonable Control).** For purposes of this Agreement, "Force Majeure" (Events Beyond Reasonable Control) shall include the following, without limitation: impossibility of performance; strikes or other labor disputes; shortages of materials; significant adverse weather conditions or other "acts of God" (including without limitation: storms, wind, tornadoes, floods, earthquake); other casualty events, including without limitation: fires, explosions; floods, acts of government agencies or quasi-governmental agencies, other than the School District and the Village; Court injunctions; acts or threats of terrorism; war).

12. **Notices.** All notices and requests required pursuant to this Agreement shall be sent by email, to the email addresses specified below. If requested by either the Village or the School District, follow-up requests will be sent by certified mail, return-receipt requested, postage prepaid, or by personal or overnight delivery, as follows:

**If to the Village, to:**
Village Manager  
19 East Chicago Avenue  
Hinsdale, Illinois 60521  
Currently:  
Ms. Kathleen Gargano  
kargano@villageofhinsdale.org

**If to the School District, to:**
Superintendent  
115 West 55th Street  
Clarendon Hills, IL 60514  
Currently:  
Dr. Don White  
dwhite@d181.org

In addition to the addresses specified above, e-mail notices also shall be directed, as follows:

**If to the Village, to:**
Village President  
Currently:  
Thomas K. Cauley  
tcauley@sidley.com

Assistant Village Manager  
Currently:  
Bradley Bloom  
bbloom@villageofhinsdale.org

Village Representative  
Currently:  
John Doherty  
john.doherty@jdohertyassociates.com

**If to the District, to:**
Board President  
Currently:  
Jennifer Burns  
jburns@d181.org

Chief Financial Officer & Treasurer  
Currently:  
Mohsin Dada  
mdada@d181.org

CCSD 181 Representative  
Currently:  
Kerry Leonard  
kleonard@d181.org

The Parties agree to provide each other with current lists of officials/representatives, as well as street addresses and e-mail addresses.
13. **Entire Agreement.** This Agreement, along with "An Intergovernmental Agreement Between the Village of Hinsdale and Community Consolidated School District 181 for Temporary Parking During Hinsdale Middle School Construction" dated February 13, 2017, a "Memorandum of Understanding Between the Village of Hinsdale and Community Consolidated School District 181" dated June 13, 2017, and a Memorandum of Understanding between the Parties dated August 3, 2017, shall constitute the entire agreement of the Parties relative to the construction, operation, cost-sharing and maintenance of HMS and the Parking Deck on the HMS Campus Property owned by the School District, with all prior agreements (other than those listed herein), communications and understandings of and between the Parties, whether written or oral, being expressly merged into and superseded by this Agreement.

END
(Signature Page Follows)
IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed and attested by their proper officials thereunto duly authorized, all as of the date first above written.

VILLAGE OF HINSDALE

By: ________________

Thomas Cauley
Village President

Signed: ____________, 20__

Attest:

By: ________________

Name: __________________

Village Clerk

______________, 20__

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181

By: ________________

Jennifer Burns
Board President

Signed: ____________, 20__

Attest:

By: ________________

Name: __________________

Title: __________________

______________, 20__
EXHIBIT “A”
HMS Campus and Parking Deck Parcel
EXHIBIT “B”
School District Repair and Restoration Obligations
EXHIBIT "C"
Preliminary Design (Parking Deck)
HMS Project
Village of Hinsdale ROW Scope
February 1, 2018

The repair and restoration of Village of Hinsdale ROW surrounding the HMS site after construction of the new HMS building was reviewed with Brad Bloom, Rob McGinnis, and John Doherty on February 1, 2018.

The extent of the scope of work for restoration of public right-of-way around the HMS Campus is shown on the attached drawing and includes the following work:

1. Second Street between Lincoln and Washington
   a. Restoration of the curb cut and entry on the south side of Second Street that serves as the entry to the Temporary Parking Lot

2. Third Street between Washington and Lincoln
   a. Restoration of the curb cut and entry on the north side of Third Street that serves as the entry to the Temporary Parking Lot
   b. Removal of the temporary asphalt sidewalk and restoration of the grass between the Temporary Parking Lot entry and Washington Street

3. Southwest corner of Second Street and Washington
   a. Replace several sections of sidewalk and grass in the tree lawn to their original condition

4. Washington Street between Second and Third
   a. 2 inch milling of the street surface and a new 2 1/2 inch asphalt finish course, the extent of this work is from Third Street north to the speed table crosswalk, the base project already includes repair of a section of the street for the speed table installation
   b. Replacement of sidewalk on east side of Washington from Third north to sidewalk already scheduled as new, the base project already includes new sidewalk on the east side of Washington from the Cafetorium entrance walk north to just past the pavement repair included as part of the speed table crosswalk installation
   c. Striping of Village parking spaces and street to restore this area to the previous condition

5. Public alley and Village parking lot north of HMS property
   a. Pavement repair at new curb at Washington street entry drive up to the current location of the modular (base project work)
   b. Full depth patch at all areas where concrete foundations for the modular units were installed
   c. Repair of any holes left from installation of anchors for Jersey Barriers
   d. Crack filling, seal coating, and restriping from Washington Street east to the sidewalk to the First Street stair
The following items were not discussed at the meeting but are included in the base project work and have already been reviewed and approved by the Village engineering department.

6. Third Street between Washington and Garfield
   a. New sidewalk connection from circle drive walk to public sidewalk
   b. Replacement of sidewalk from east side of circle drive east to just before the Garfield sidewalk
   c. Removal of curb cut on the north side of Third Street near Garfield
   d. Restoration of the tree lawn from the Circle drive east

7. Garfield at old HMS parking lot entry
   a. Replacement of sidewalk
   b. Removal of curb cut
   c. Restoration of tree lawn
   d. Street repair for utility installation
AGENDA ITEM # 4:

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Agenda Section – ACA First Reading

SUBJECT: Recommendation to Approve a Contract with Wight and Company for Design and Construction Management of a Parking Deck

MEETING DATE: February 15, 2018

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

Recommended Motion
Approve an agreement with Wight and Company to provide design and construction management services to build a parking deck per the terms of the contract for a cost not to exceed $1,058,653.

Background
In an attempt to enhance efficiency and coordinate construction/design activities with School District 181 for a parking deck and new Middle School, School District 181 recommended the Village use of the architectural and construction firms respectively, of Cordogan and Clark and Bulley and Andrews, to construct and build the new Hinsdale Middle School and the Village’s parking deck located on School District property adjacent to the school. The Village has never entered into an agreement with Cordogan and Clark for design services other than some preliminary design work and work related to Village Board approved change orders. On July 14, 2017, the Village entered into a Memorandum of Understanding (MOU) with School District 181 to reimburse the District for parking deck related construction costs attributed to foundation and excavation work totaling $1,049,723. Based upon the construction timeline, the earliest deck construction could begin is March 2019.

Discussion & Recommendation
The Village's parking deck project is one of the most significant projects that the Village has undertaken, and is of high importance to the Village Board and residents, as well as the business community. Decisions related to the design and construction of the deck will have a long-term impact on the operation of the deck and on-going maintenance costs. The deck construction project is at a natural break before additional deck related construction will continue in March 2019. Therefore, if the Village were desirous of identifying a designer that would be working solely on behalf of the Village, rather than the originally anticipated shared architect with the School District, now is the appropriate time to evaluate those firms with experience specializing in the design and construction management of parking decks.

To that end, the Village began the review and/or selection process by publishing notice requesting interest and qualifications for design services to construct a parking deck. Three firms in the Chicago area are qualified and responded to the notice by the published deadline. These were Walker Parking, Carl Walker Parking and Desman Associates. Carl Walker Parking is already under contract with Cordogan and Clark for the HMS deck; Desman is the design engineer that has teamed up with Wight and Company; the third is
Walker Parking. All three were given an opportunity to interview. On December 6, 2017 an interview panel consisting of Trustee Neale Byrnes, Village Manager Kathleen Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom and the Villages owner’s representative John Doherty, conducted interviews of the three firms.

In preparation for the interviews, the construction firms were provided a copy of the project budget, preliminary design documents, a construction timeline and a summary of the construction work completed to date. A scoring rubric was developed that measured competencies in eight different areas. Each competency included a number of questions to determine each firm’s abilities and experience. Following the interviews, the scores were totaled and the three firms were ranked by score. The highest ranked firm was Wight and Company, who was then asked to submit a fee proposal for both design and construction management services. The Village’s owner’s representative John Doherty assisted staff in negotiating the fee proposals.

All firms interviewed indicated that they believed the Concord Groups verified budget of $6.6 million dollars was accurate based on their review of the design. Wight and Company and Walker Parking also indicated that the design concept would not change in dimension or aesthetically from what was approved by the Board, but the plans would be redrawn if changes needed to be made. The firms would not be reliant on the previous design work by Cordogan and Clark beyond the foundation and excavation work that has already been completed.

Village staff and Mr. Doherty believe that contracting directly with a design firm will result in greater cost control, accountability and responsiveness to the Village. During preliminary discussions with District 181, school representatives had no objection to the Village contracting their own design firm, and indicated that they might actually prefer this arrangement.

In addition to design services, Wight and Company has provided a proposal for construction management services. As construction managers, Wight will act as agent for the Village in procuring bids for various aspects of the construction process, all of which would be approved by the Village Board. Additionally, they will oversee and coordinate the construction process and assure that the subcontractors work meets the bid specifications.

Wight and Company provides a unique construction management approach to cost containment that differs from other firms called Integrated Project Design (IPD). Under the IPM program, once the guaranteed maximum price is determined if construction bids exceed the guaranteed maximum price Wight makes up the difference. Conversely, if the bid returns come in below guaranteed maximum budget the Village would receive the savings. The selection team found this program to be very attractive from a cost containment standpoint.

A review of the proposal provided by Wight and Company includes design fees of $443,653 and construction management fees of $615,000 for a total of $1,058,653.

Staff recommends approving an agreement with Wight and Company to provide design and construction management services for the new parking deck.
Budget Impact
The Concord Group was retained by the Village to review the parking deck budget provided by Bulley and Andrews. Following the Concord Group review, and with the concurrence of Bulley and Andrews and the Village's owner's representative John Doherty, a revised budget was completed. The Concord Group revised budget includes a design budget of $523,694 and a construction management budget of $529,137 or a total of $1,052,831. The proposal from Wight and Company calls for a total budget of $1,058,693 (design $443,653 plus construction management fees of $615,000) or total difference of $5,862 over budget.

Village Board and/or Committee Action
N/A

Documents Attached
1. Wight and Company Design Proposal
2. Wight and Company Construction Management Proposal
3. Wight and Company Contract
February 12, 2018

Mr. Bradley Bloom
Assistant Village Manager
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Subject: New Parking Deck
PROFESSIONAL DESIGN SERVICES PROPOSAL

Dear Mr. Bloom,

Wight & Company (Wight) and its teaming partner, Desman Associates (Desman), are pleased to provide the Village of Hinsdale (Village) with this proposal for professional design and pre-construction services relating to the design of a parking deck located on the old Hinsdale Middle School property. We have prepared this proposal based on the design drawings you provided to us; information your team provided during our August 23, 2017, and October 20, 2017, meetings; the Project Description and Scope of Design Services included in your November 22, 2017, request for a Statement of Interest; the information we discussed during our December 6, 2017, interview; The Concord Group Rev. #1 estimate dated July 19, 2017; and other information provided by Mr. John Doherty.

We have prepared our proposal in the following four parts:

- Project Understanding
- Scope of Services
- Schedule
- Compensation

PROJECT UNDERSTANDING

It is our understanding that the Village intends to construct a new Parking Deck on the old Hinsdale Middle School property. It is the intent of the Village to begin demolition of the Middle School and construction of the parking deck immediately after the School District re-locates their students to the new Middle School. Currently, the relocation is scheduled to take place during the 2018 Christmas holidays.

The Parking Deck would be two levels at. The lower level would be comprised of asphalt or concrete with a Dry Fire Protection system, and the upper level would be comprised of pre-cast concrete, cast-in-place concrete, or a combination thereof. Each level would be approximately 66,000 square feet and would minimally contain 319 spaces. Minimally the parking space count is to be 319; with approximate distribution of 133 spaces on the upper level and 186 spaces on the lower level. The veneer of the deck will be in substantial conformance to the elevations as approved by the Village of Hinsdale zoning process and the elevations provided by Mr.(s). Bloom and Doherty. Electronic Safety, Security and Access Control Systems, Dry Fire Protection System, and subsurface storm water detention will be provided.

We will coordinate with the architectural/engineering and construction team currently constructing the new Middle School, as the parking deck is adjacent to the Middle School's foundation and has direct access to the building entrances at the lower level of the parking deck.
SCOPE OF SERVICES

Wight will provide the Village with professional services, including the following disciplines: project management; architectural and landscape architectural design; mechanical, electrical, plumbing, and civil engineering inclusive of storm water calculations, design and permitting; and estimating. Desman will provide all structural engineering/design services, as well as the programming for traffic circulation.

Wight will provide the Village with professional pre-construction services for the preparation of two estimates.

The design services include the Schematic Design, Design Development, Construction Documents, Bidding and Permitting, and Construction Administration Phases.

PROJECT KICK-OFF AND DATA COLLECTION

Our team will meet with the Village Staff and stakeholders to gather and discuss information and data available regarding the current program, any changes to the program since December 6, 2017, and the Inter-Governmental Agreement between the Village and the School District. We intend to establish project requirements/opportunities and set specific project goals. The following are key scope items for this phase:

• Review the Geotechnical Report, and current concept design documents for the parking deck
• Obtain construction documents for the adjacent Middle School; including civil, architectural, structural, mechanical, electrical, plumbing, and fire protection
• Review overall project budget and constraints
• Establish overall project timeline

SCHEMATIC DESIGN PHASE

The design team will use the previously completed concept design, collected data, and findings as input to begin the Schematic Design Phase. The primary focus of Schematic Design is to graphically translate project requirements into a workable design through an interactive process of exploring alternatives and developing solutions. The work scope and deliverables for this phase will include:

• Structural slab-on-grade; typical floor and roof plans
• Column grid layout and shear wall locations
• Basic foundation system selection and layout
• Member sizes
• Preliminary structural details and sections
• Stairs structural layout
• Complete building code review to establish the code parameters that will shape the design
• Preliminary exterior elevations/descriptive views (maintaining the approved architectural aesthetics)
• Preparation of basic structural sections
• Preliminary evaluation of mechanical, electrical, plumbing, and fire protection system to be used
• Preliminary landscape design services
• Project design narrative outlining the parking deck design, materials, and systems
• Preparation of schematic site plan showing deck locations and site features
• Analysis of site storm water management constraints and requirements
• Analysis of cast-in-place vs. pre-cast concrete structure option for upper deck level
DESIGN DOCUMENTS PHASE

Upon approval of the Schematic Design, we will continue to refine and document the design during this phase. We will continue meeting with the Village and stakeholders to focus on all open design decisions so that we have a clear understanding of the project costs and alignment with the established budget. The Wight team will prepare detailed drawings and other documents to fix and describe the overall project design. The following services and deliverables are included in this phase:

- Updated scope narrative fixing the design of all building materials, systems, and finishes
- Preliminary civil engineering plans documenting all site elements, including utilities, preliminary grades, and other site features
- Updated structural plans, foundations, and details
- Finalize landscape design plans
- Exterior elevations of the parking structure façades showing material designations
- Deck sections showing all height elements
- Exterior perimeter section(s) to define materials and heights
- MEP & FP design narrative and design drawings showing major equipment, distribution, and utility services
- Material and color board defining all major building materials and finishes
- Detailed cost estimate

After the conclusion of this phase, all documentation will be assembled into a single deliverable for thorough review by the Village and its stakeholders. The deliverables of this phase will also include a detailed project cost estimate. Wight will then meet with the Village to discuss any comments or modifications required prior to proceeding with the construction documents.

CONSTRUCTION DOCUMENT PHASE

During this phase of the project, we propose to prepare one (1) construction document review submittal for review and approval by the Village and will incorporate review comments as needed. All documents will be prepared to the necessary level to allow for permitting approval, public bidding, and construction of the project scope. During this phase, we will also update the project cost estimate to maintain alignment with project budget. Calculations and specifications for the parking structure and garage foundations will be based on the applicable codes and ordinances. The documents will cover the following items and services:

- Foundation plans and schedule of foundation sizes with reinforcing details and sections, including grade walls and grade beams to support the superstructure and stair towers
- Slab-on-grade plan with reinforcing details, sections, and control joints
- Superstructure floor framing plans with basic details and sections that will establish the performance criteria for the design
- Plan indicating lateral load forces to various shear walls based on stiffness distribution for wind and/or seismic loading
- Architectural, Mechanical, Electrical, Plumbing and Fire Protection Documents
- Site design and storm water calculations
- Submit for storm water permit
- Review and plan site logistics
- Updated cost estimate
BIDDING AND PERMITTING PHASE

During this phase, we will be taking an active role in the acquisition of a building permit from the Village of Hinsdale. Other key activities will include:

• Regulatory Agencies Permitting and Coordination
  o Plans and calculations, as required by the regulatory agencies, will be prepared for submittal and review. All review comments will be addressed and plans modified, as appropriate. Meetings with the agencies will be attended, as required.

CONSTRUCTION ADMINISTRATION PHASE

Team members will participate in pre-construction conferences as necessary for the effective construction of the project, and will accomplish the following:

• Perform site visits at intervals appropriate to the stage of the contractor’s operations, to become generally familiar with and keep the owner informed about the progress and quality of the portion of the work completed.
• Review of contractor’s application for payment to evaluate whether the work has progressed to the point indicated in the application, provide certification of progress and final application for payment
• Review of contractor’s submittals, including shop drawings, product data, and samples for conformance with the contract documents
• Review soils and material testing logs
• Provide responses to Requests for Information (RFIs) including supplemental drawings, related to interpretation of the contract documents
• Perform a Substantial Completion review and prepare a punch list for work to be completed
• Issue Certificate of Substantial Completion
• Perform a Final Completion review

SCHEDULE

We propose to begin work on this assignment upon your authorization to proceed. The following is an overview of our proposed project schedule:

• Project Kickoff Meeting – Within two weeks of receiving executed Contract
• Completion of the Design Development Phase – 3 months
• Completion of the Construction Document Phase – 3 months
• Completion of the Bidding and Permitting Phase – 2 months
• Completion of the Construction Administration Phase – To be determined pending the construction delivery method

Wight will work with the Village to develop a mutually acceptable detailed project schedule during the Project Kick-off meeting.

COMPENSATION

Wight proposes to provide the Scope of Services described in this proposal for in a Fixed Fee of Four-Hundred and Forty-Three Thousand, Six-Hundred Fifty-Three Dollars ($443,653.00).

The Fixed Fee covers all design fees, the preparation of two (2) estimates and all reimbursable expenses. The following is a list of typical expenses:
1. CAD plots, printing, color reproductions, presentations, phase deliverables, postage and delivery costs of drawings and reports
2. Supplies, materials, and costs related to specific reports and presentations
3. Travel mileage reimbursement at the current IRS mileage reimbursement rate for travel from the home office to the site for individuals not housed onsite.

The Village will reimburse Wight for all expenses in excess of Six Thousand, Five Hundred Dollars ($6,500.00).

If the Village requests any services in addition or beyond those detailed, Wight will provide a proposal to cover the requested services. 2018 Billing Rates are outlined in ‘Attachment A’ enclosed with this proposal.

Proposal Exclusions
- Permitting through The Illinois State Regional Office of Education. Proposal includes permitting through the Village of Hinsdale
- Hinsdale Middle School Board Meetings and/or supplementary design review meetings directly with the School Board
- Design of parking access control system
- Mr. Doherty will provide all constructability reviews, and site logistics.

We will invoice monthly based on a percentage of work completed in each phase, and payment will be due within 30 days of invoice date.

Thank you for the opportunity to partner with the Village on this important project. If you have any questions regarding our proposal, please do not hesitate to contact Steve at 630.739.6703.

Respectfully submitted,

WIGHT & COMPANY

Stephen J. Collins  
Vice President, Government Programs  
scollins@wightco.com

Laura Batterberry, R.A.  
Senior Project Manager  
lbatterberry@wightco.com

2500 North Frontage Road  
Darien, IL 60561

Approved by: ________________________________

Date: ________________________________

Title: ________________________________

cc: John Doherty
# 2018 Professional Services Rate Schedule

## Architecture

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$290.00 per hour</td>
</tr>
<tr>
<td>Project Executive</td>
<td>$270.00 per hour</td>
</tr>
<tr>
<td>Director of Interior Design</td>
<td>$270.00 per hour</td>
</tr>
<tr>
<td>Senior Design Architect</td>
<td>$250.00 per hour</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$225.00 per hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$195.00 per hour</td>
</tr>
<tr>
<td>Senior Interior Designer</td>
<td>$195.00 per hour</td>
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<tr>
<td>Senior Project Architect</td>
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<td>Project Architect</td>
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<td>Architect</td>
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<tr>
<td>Architectural Intern II</td>
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<tr>
<td>Architectural Intern I</td>
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<tr>
<td>Interior Designer</td>
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<tr>
<td>Intern</td>
<td>$70.00 per hour</td>
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<tr>
<td>Executive Assistant</td>
<td>$120.00 per hour</td>
</tr>
<tr>
<td>Project Coordinator</td>
<td>$90.00 per hour</td>
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### 2018 PROFESSIONAL SERVICES RATE SCHEDULE

**Land Development**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$290.00</td>
</tr>
<tr>
<td>Director of Land Development</td>
<td>$270.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$225.00</td>
</tr>
<tr>
<td>Project Manager</td>
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<tr>
<td>Engineer</td>
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<tr>
<td>Landscape Architect</td>
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<td>Landscape Designer II</td>
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<td>Engineer I</td>
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<td>Landscape Designer I</td>
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<tr>
<td>Technician</td>
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<tr>
<td>Intern</td>
<td>$90.00</td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>$120.00</td>
</tr>
<tr>
<td>Project Coordinator</td>
<td>$90.00</td>
</tr>
</tbody>
</table>
# 2018 Professional Services Rate Schedule

## MEP Engineering

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$290.00 per hour</td>
</tr>
<tr>
<td>Director of MEP Engineering</td>
<td>$270.00 per hour</td>
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<tr>
<td>Senior Project Manager</td>
<td>$225.00 per hour</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Senior Project Engineer</td>
<td>$175.00 per hour</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$160.00 per hour</td>
</tr>
<tr>
<td>MEP Designer</td>
<td>$120.00 per hour</td>
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<tr>
<td>Intern</td>
<td>$70.00 per hour</td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>$120.00 per hour</td>
</tr>
<tr>
<td>Project Coordinator</td>
<td>$90.00 per hour</td>
</tr>
</tbody>
</table>
2018 HOURLY RATES

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Financial Analyst/Project Manager</td>
<td>$195/hour</td>
</tr>
<tr>
<td>Senior Architect/Engineer</td>
<td>$190/hour</td>
</tr>
<tr>
<td>Architect/Engineer/Planner</td>
<td>$185/hour</td>
</tr>
<tr>
<td>Designer</td>
<td>$175/hour</td>
</tr>
<tr>
<td>Technician</td>
<td>$160/hour</td>
</tr>
<tr>
<td>CADD Operator/Draftsperson</td>
<td>$160/hour</td>
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<tr>
<td>Analyst/Data Collector</td>
<td>$120/hour</td>
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<tr>
<td>Clerical</td>
<td>$110/hour</td>
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</table>

Note: Rates are effective through December 31, 2018
February 2, 2018

Mr. Bradley Bloom
Assistant Village Manager
Village of Hinsdale
39 E. Chicago Ave.
Hinsdale, IL 60521

Subject: New Parking Deck
CONSTRUCTION MANAGEMENT FEES/COSTS

Dear Mr. Bloom,

Wight & Company (Wight) is pleased to provide the Village of Hinsdale (Village) with this proposal which details the Construction Management Fees/Costs to manage the construction of a parking deck located on the old Hinsdale Middle School property. We have prepared this proposal based on the construction schedule provided to us by Mr. John Doherty on January 17, 2018; information your team provided during our August 23, 2017, and October 20, 2017, meetings; the information we discussed during our December 6, 2017, interview; The Concord Group Rev. #1 estimate dated July 19, 2017; and other information provided by Mr. John Doherty, such as the demolition oversight is his responsibility. We have assumed that at this time, the upper level of the Parking Deck will be pre-cast. We have also assumed that our Integrated Design and Delivery, with a Guaranteed Maximum Price, method will be utilized on this project.

Hard Construction Costs (Approximate) - $6,150,000.

Construction Management Fee - 3% of the Hard Construction Costs - $183,000.

General Conditions Labor - $295,000.
Breakdown
- Project Executive - Included in Fee
- Construction PM - Part Time
- Superintendent - Full Time during construction
- Project Engineer - Part Time
- Project Coordinator - Part Time
- Bidding Support - As Needed

General Conditions Expenses - $75,000

The General Conditions Labor and Expenses are based on an assumed 6-month construction schedule.

Insurance - Workers Comp for Wight Employees (Statutory) and General Liability - $62,000

Performance and Payment Bond - estimate, Wight - $40,000. plus subcontractors bonds
We intend to prepare a Guaranteed Maximum Price (GMAX) during the Design Development Phase of the design. Upon acceptance of the GMAX, we will reduce the Construction Administration fees included in our design proposal by $14,000.

Thank you for the opportunity to partner with the Village on this important project. If you have any questions regarding our proposal, please do not hesitate to contact Steve at 630.739.6703 or Jim at 630.310.1597.

Respectfully submitted,

WIGHT & COMPANY

Stephen J. Collins
Vice President, Government Programs
scollins@wightco.com
2500 North Frontage Road
Darien, IL 60561

James Nagle
Vice President, Project Executive
jnagle@wightco.com
2500 North Frontage Road
Darien, IL 60561

Approved by: __________________________

Date: __________________________

Title: __________________________

cc: John Doherty
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN CONSTRUCTION MANAGER

Based on a

Guaranteed Maximum Price

THIS AGREEMENT is made as of the ___ day of _______ 2018.

BETWEEN the Owner: Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521

and the Design Construction Manager: Wight Construction Services, Inc.
2500 N. Frontage Road
Darien, IL 60561

The Project is: Provide total professional Design Construction Management services including all labor, material and equipment for the new Parking Deck in Hinsdale, IL, as described in the attached Project Scope Document. (Exhibit A).

The Owner and Design Construction Manager agree as set forth below.

ARTICLE I
THE PROJECT TEAM AND EXTENT OF AGREEMENT

1.1 The Project Team. The Design Construction Manager, the Owner and the Design Construction Manager's consultants and subcontractors, collectively called the “Project Team”, shall work cooperatively from the beginning of Design through construction completion.

1.2 Extent of Agreement. The Contract Documents represent the entire agreement between the Owner and the Design Construction Manager and supersedes all prior negotiations, representations or agreements. This Agreement and the other Contract Documents (defined below) may be amended only by written instrument signed by both Owner and Design Construction Manager.

1.3 Definitions

1.3.1 Contract Documents, which constitute the entire Agreement between the Owner and Design Construction Manager, consist of:
1.3.1.1 This Contract, including all exhibits thereto.
1.3.1.2 Scope Change Orders.
1.3.1.3 Written amendments to this Agreement.
1.3.1.4 Owner’s Project Criteria
1.3.1.5 Plans and Specifications

1.3.2 Day or Days shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.3.3 Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.3.4 Legal Requirements are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.3.5 Owners Project Criteria are developed by or for the Owner to describe Owner's program requirements and objectives for the project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design Construction Manager's performance of the Work.

1.3.6 Project is the construction of the facilities described above.

1.3.7 Site is the land or premises on which the Project is located.

1.3.8 Subcontractor is a person or entity that has a direct contract with the Design Construction Manager to perform any work in connection with the Project, as well as all sub-subcontractors, suppliers and materialmen. Notwithstanding any other provision of this Agreement, all subcontractors (and, if applicable, suppliers and materialmen) shall be signatory to collective bargaining agreements with legitimate trade unions, as reasonably determined by Owner.

1.3.9 Substantial Completion is the date on which the authority having jurisdiction issues a Certificate of Occupancy so that the Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.3.10 Work is comprised of all Design Construction Manager's construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents

ARTICLE 2
DESIGN CONSTRUCTION MANAGER'S SERVICES & RESPONSIBILITIES

2.1 General Services. Design Construction Manager's Representative [Jim Nagle] shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design Construction Manager's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design Construction Manager.
2.1.1 Design Construction Manager shall provide Owner with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design Construction Manager's ability to complete the Work for the Contract Price and within the Construction Schedule(s).

2.1.2 The parties shall meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those related to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services. Design Construction Manager shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design Construction Manager, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit the Design Construction Manager to complete the Work consistent with the Contract Documents. The Project Team shall work closely together to see that design is accomplished in accordance with the Contract Documents and any changes that have been agreed to.

2.3 Preliminary Design/Preconstruction Services

2.3.1 Design Construction Manager and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design Construction Manager and Owner shall meet and confer about the submissions, with the Design Construction Manager identifying during such meetings, among other things, the evolution of the design and any significant changes from the previously submitted design submissions. Minutes of the meetings shall be maintained by the Design Construction Manager and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design Construction Manager's schedule.

2.3.2 Preliminary Evaluation. The Design Construction Manager has provided a preliminary evaluation of the Project's feasibility based on the Owner's Program and other relevant information.

2.3.3 Preliminary Schedule. The Design Construction Manager shall prepare a preliminary schedule of the Work for the Owner's written approval. The schedule shall show the activities of the Owner, Design Construction Manager necessary to meet the Owner's completion requirements. The schedule shall be updated as necessary reflecting the information then available.

2.3.4 Preliminary Estimate. When sufficient Project information has been identified, the Design Construction Manager shall prepare for the Owner's written approval a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated as necessary reflecting the information then available. If the preliminary estimate or any update
exceeds the Owner's budget, the Design Construction Manager shall meet with the Owner to discuss appropriate adjustments.

2.3.5 Schematic Design and Design Development Documents. The Design Construction Manager shall submit for the Owner's written approval Schematic Design and Design Development Documents based on the Project Scope Document as refined throughout the design process. The Schematic Design and Design Development Documents shall define the Project including drawings and outline specifications fixing and describing the Project size and character, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. One set of these documents shall be furnished to the Owner. The Design Construction Manager shall update the preliminary schedule and estimate based on the Design Development Documents.

2.3.6 Construction Documents. The Design Construction Manager shall submit for the Owner's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws or regulations enacted at the time of their preparation. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Owner. The Design Construction Manager shall update the schedule and estimate based on the Construction Documents.

2.3.7 Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a confirmed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design Construction Manager to Owner.

2.3.8 To the extent not prohibited by the Contract Documents or Legal Requirements, Design Construction Manager may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work, as long as said interim designs are acknowledged in writing by the Owner.

2.3.9 Legal Requirements. The Design Construction Manager shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

2.3.9.1 The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design Construction Manager for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design Construction Manager is required to make to the Construction Documents because of new Legal Requirements or concealed conditions.

2.4 Bidding/Construction Phase Services.

2.4.1 The Construction Phase will commence upon the issuance by the Owner of a written notice to proceed with construction.
2.4.2 Design Construction Manager shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design Construction Manager shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 The Design Construction Manager shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and shall furnish the Owner with an estimated cash flow schedule for the Project, if requested. Design Construction Manager shall furnish to the Owner any and all financial documents within 7 days upon request. Design Construction Manager shall provide the Owner with a Schedule of Values allocated to major segments of work for the Project, if requested.

2.4.4 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design Construction Manager shall provide through itself or subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design Construction Manager to complete construction of the Project consistent with the Contract Documents.

2.4.5 Design Construction Manager shall employee only subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Notwithstanding any other provision of this Agreement, all subcontractors (and, if applicable, suppliers and materialmen) shall be signatory to collective bargaining agreements with legitimate trade unions, as reasonably determined by Owner; Design Construction Manager represents and warrants that the required use of union subcontractors (and, if applicable, suppliers and materialmen) is a component of all estimates provided to Owner. Owner may reasonably object to Design Construction Manager’s selection of any Subcontractor, in which case such Subcontractor shall not be hired or used, provided that the Contract Price and/or Construction Schedules(s) shall be adjusted to the extent that the Owner’s decision impacts Design Construction Manager’s cost and/or time of performance.

2.4.6 The Design Construction Manager shall provide the Owner with a design and construction schedule for the Project. This Construction Schedule indicates the dates for the starting and completion of the various stages of the design and construction, including the dates when information and approvals are required from the Owner and contains the necessary information to allow the Owner to monitor the progress of the work. It shall be revised as required by the conditions of the Work.

2.4.7 The Design Construction Manager shall secure the building permits necessary for the construction of the Project.

2.4.8 The Design Construction Manager shall take necessary precautions for the safety of its employees on the Work, and shall comply with all applicable provisions of federal, state and municipal safety laws and shall include in all subcontracts provisions which require its subcontractors to be responsible for the safety of their employees on the Work, and to comply with all applicable provisions of federal, state and municipal safety laws.

2.4.9 The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design Construction Manager for the effects of any changes in the Legal Requirements enacted after
the date of the Agreement affecting the performance of the Work.

2.4.10 The Design Construction Manager shall keep the premises of the Project free from accumulation of waste materials caused by the Design Construction Manager's operations. At the completion of the Work, the Design Construction Manager shall remove from the Project all tools, surplus materials, construction equipment, machinery, and waste materials.

2.4.11 The Design Construction Manager shall maintain in good order at the site one record copy of the drawings, specifications, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction. These shall be delivered to the Owner upon completion of the Project, along with electronic drawing files on mutually agreed upon electronic media format.

2.5 Warranties

2.5.1 The Design Construction Manager warrants to the Owner that all materials and equipment furnished under this Agreement shall be new, unless otherwise specified, unless existing material is designated to be reused, and that all construction work shall be of good quality, free from improper workmanship and defective materials. The Design Construction Manager further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Design Construction Manager's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design Construction Manager, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Design Construction Manager agrees to correct all work performed by it under this Agreement which within a period of one year from the date of Substantial Completion as defined in Paragraph 1.3.9 proves to be defective in material or workmanship, provided that this warranty covers equipment, accessories and parts manufactured by others only to the extent of liability to Design Construction Manager on the part of the manufacturer thereof, and no warranty is provided for Owner provided equipment. Any warranty or guarantee obtained by Design Construction Manager from any such manufacturer shall be deemed to have been obtained for the benefit of Owner and shall be assigned to Owner. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work. Defective work corrected by the Contractor shall be warranted for an additional period of one year from the date of the Owner's acceptance of the Design Construction Manager's corrections.

2.5.2 The Design Construction Manager shall secure required certificates of inspection, testing or approval required for building construction and deliver them to the Owner including inspections as required by the Regional Office of Education of DuPage County Illinois.

2.5.3 The Design Construction Manager shall collect all equipment manuals and deliver them to the Owner, together with all written warranties from equipment manufacturers as a prerequisite to substantial completion.
2.5.4 Notwithstanding the foregoing, the Design Construction Manager shall promptly correct Work failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for consultant's services and expenses made necessary thereby, shall be at the Design Construction Manager's expense.

2.6 Tax Exemption. If in accordance with the Owner's direction an exemption is claimed for taxes, the Owner agrees to defend, indemnify and hold harmless the Design Construction Manager from any liability, penalty, interest, fine, tax assessment, attorney's fees or any other expense or cost incurred by the Design Construction Manager as a result of any action taken by the Design Construction Manager in accordance with the Owner's direction for this project.

2.7 Additional Services. The Design Construction Manager shall provide or procure the following Additional Services upon the request of the Owner. A written agreement between the Owner and Design Construction Manager shall define the extent of such Additional Services.

2.7.1 Establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.

2.7.2 Consultations, negotiations and documentation supporting the procurement of Project financing.

2.7.3 Aerial photographs.

2.7.4 Appraisals of existing equipment, existing properties, new equipment and developed properties.

2.7.5 Feasibility studies except those that address asset management.

2.7.6 Models and mockups of the Project or any part of the Project or Work except as required for quality control and aesthetic approval.

2.7.7 Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Work.

2.7.8 Design services, procurement and placement of artwork and decorations.

2.7.9 Revising the Design Development, Construction Documents or documents forming the basis of the Contract Price after they have been approved by the Owner, and which are due to causes beyond the control of the Design Construction Manager.

2.7.10 Design, coordination, management and other services supporting the procurement of materials to be obtained, or work to be performed by the Owner.

2.7.11 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss.
2.7.12 The premium portion of overtime work ordered by the Owner.

2.7.13 Document reproduction exceeding the limits provided for in this Agreement.

2.7.14 Services for tenant or rental spaces not a part of the Agreement.

2.7.15 Services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.

2.7.16 Serving or preparing to serve as a witness in connection with any claim or legal proceeding regarding the Project that is not: (a) a claim or legal proceeding in which Design Construction Manager and Owner are adverse parties, or (b) a claim or legal proceeding in which Design Construction Manager, its employees or agents are being called as a witness by a party adverse to the Owner, or (c) a claim or legal proceeding in which Design Construction Manager's employee or agent would be subject to routine subpoenas issued by a court with jurisdiction or Owners' counsel, as a fact or occurrence witness, and subject to court rules providing witness compensation for travel expenses and costs of missing work.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information in a timely manner regarding its requirements for the Project.

3.2 The Owner shall designate a representative who shall be fully acquainted with the Project, and have authority to approve changes in the scope of the Project to the extent allowed by applicable law and as determined by Village Board policy. Owner’s representative shall render approvals and decisions promptly and as soon as possible as allowed by applicable law, and furnish information expeditiously and in time to meet the dates set forth in the Schedule. The Owner’s designated representative is John Doherty. In the event that John Doherty is not reachable, Bradley Bloom shall be authorized to render approvals and decisions. Any change in the Owner’s designated representative shall be documented in writing.

3.3 If the Owner becomes aware of any fault or defect in the Work or nonconformance with the Drawings or Specifications, it shall give prompt written notice thereof to the Design Construction Manager. However, failure to provide such notice promptly shall not serve as a waiver of any rights or powers described herein.

3.4 The Owner shall furnish a legal description and certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way restrictions, easements, encroachments, zoning, deed restrictions, elevations and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available services and utility lines, both public and private, above grade and below grade, including inverts and depths. Notwithstanding the foregoing, Design Construction Manager acknowledges receipt of a survey satisfying all currently known requirements.
3.5 Omitted.

3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at Owner's expense and the Design Construction Manager shall be entitled to rely upon the accuracy and the completeness thereof.

3.7 At Design Construction Manager's request, Owner shall furnish within 30 days reasonable evidence satisfactory to Design Construction Manager that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information within 30 days, Design Construction Manager may stop Work under Section 15.3 hereof or exercise any other right permitted under the Contract Documents.

3.8 The Owner shall pay for all utility connection fees and special facility charges, if required, rendered by utilities for connection of permanent utility services to the Project.

3.9 Owner is responsible for all work performed on the Site by separate contractors under the Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design Construction Manager in order to enable Design Construction Manager to timely complete the Work consistent with the Contract Documents. Design Construction Manager shall coordinate the Work for all contractors hired by Owner.

3.10 The Owner shall communicate with Architect/Engineer, consultants, subcontractors, and suppliers only through the Design Construction Manager.

ARTICLE 4
HAZARDOUS CONDITIONS & DIFFERING SITE CONDITIONS

4.1 Hazardous Conditions. Unless otherwise expressly provided in the Contract Documents to be a part of the Work, Design Construction Manager is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design Construction Manager will stop Work immediately in the affected area and duly notify the Owner and, if required law, all government or quasi-government entities with jurisdiction over the project Site.

4.1.1 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall in its discretion take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.2 Design Construction Manager shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over
the Project or Site.

4.1.3 Design Construction Manager will be entitled to an adjustment in its Contract Price and/or Construction Schedule(s) to the extent Design Construction Manager's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.4 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design Construction Manager, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorney's fees and expenses, resulting from the Work if in fact the Hazardous Conditions present the risk of bodily injury or death and the Site has not been rendered harmless by the remedial measures, provided that that such claims, losses, damages, liabilities and expenses are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself), except to the extent that such claims, losses, damages, liabilities and expenses is due to the fault or negligence of the party seeking indemnity.

4.1.5 Notwithstanding the preceding provisions of Section 4, Owner is not responsible for Hazardous Conditions introduced to the Site by Design Construction Manager, Subcontractors or anyone for whose acts they may be liable. Design Construction Manager shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design Construction Manager, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions. Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions". Design Construction Manager will be entitled to an adjustment in the Contract Price and/or Construction Schedule(s) to the extent Design Construction Manager's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.1 Upon encountering a Differing Site Condition, Design Construction Manager shall provide prompt written notice to Owner of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. Design Construction Manager shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 5
SUBCONTRACTS AND OTHER AGREEMENTS

5.1 All subcontracts shall be deemed to have been obtained for the benefit of the Owner and the Owner shall be deemed to be a third-party beneficiary of each and every subcontract. Every Subcontractor shall be contractually required to name Owner and the Owner's Representative as an additional insured on its insurance policies.

5.2 Those portions of the work that the Design Construction Manager does not perform with the Design
Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Design Construction Manager. The Design Construction Manager shall endeavor to secure at least three bids and/or proposals from potential subcontractors and from suppliers of materials or equipment fabricated especially for the Work. The Owner may request specific persons or entities from whom the Design Construction Manager shall obtain bids; however, the Design Construction Manager is not obligated or required to seek bids or contract with anyone to whom the Design Construction Manager has reasonable objection. Both Design Construction Manager and Owner understand that there may be some situations where securing three bids is not possible or will adversely impact the project schedule. In this instance Design Construction Manager will be permitted to secure less than three bids and/or negotiate a price acceptable to the Owner upon Owner's written approval to do so for specific subcontractors.

5.3 Subcontracts or other agreements shall conform to the payment provisions of Article 13 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

5.4 Design Construction Manager shall notify Owner of the identity of all Subcontractors and material suppliers prior to entry of such Subcontractors or material suppliers into the project and shall provide copies of Contracts, Performance and Payment Bonds, if required, and Insurance Certificates to Owner.

5.4.1 The Owner shall have the right to require Design Construction Manager to furnish payment and/or performance bonds covering faithful performance of the Contract Documents and payment of obligations arising thereunder.

5.5 The Owner and Design Construction Manager shall work together to select the Subcontractor that best satisfies the requirements of both the Owner and Design Construction Manager. Owner may reasonably object to Design Construction Manager's selection of any Subcontractor, in which case such Subcontractor shall not be hired or used, provided that the Contract Price and/or Construction Schedules(s) shall be adjusted to the extent that the Owner’s decision impacts Design Construction Manager’s cost and/or time of performance. Except as otherwise provided above, the Design Construction Manager, as contracting and warranting party, will make the final decision of the Subcontractor.

5.6 Notwithstanding any other provision of this Agreement, all subcontractors (and, if applicable, suppliers and materialmen) shall be signatory to collective bargaining agreements with legitimate trade unions, as reasonably determined by Owner; Design Construction Manager represents and warrants that the required use of union subcontractors (and, if applicable, suppliers and materialmen) is a component of all estimates provided to Owner.

ARTICLE 6
DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND FINAL COMPLETION

6.1 Consistent with the Construction Schedule, Construction shall commence as soon as reasonably possible in the Spring of 2019 pending permit issuance and other necessary approvals, trade contractor awards and reasonable weather conditions. The Design Construction Manager shall diligently prosecute the Work and achieve substantial completion at a mutually acceptable date to be agreed upon at a later date as amended when final drawings are approved by Owner.
Construction Manager shall present a detailed construction schedule to the Owner with the final drawings. The project will require a phased turnover with the following completion dates:

Substantial Completion: ____________
Substantial Completion: ____________
Construction Final Completion: ____________

This is contingent upon demolition starting in January 2019 so that the construction of the new parking deck can commence no later than March 1, 2019, and is subject to change based on mutual agreement by the Owner and Design Construction Manager.

6.2 If the Design Construction Manager is delayed in the progress of the Project by acts or negligence of the Owner, Owner's employees, separate contractors employed by the Owner, changes ordered in the Work not caused by the fault of the Design Construction Manager, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or conditions defined in Article 4, or other causes beyond the Design Construction Managers' control, or by delay authorized by the Owner's pending arbitration or another cause, the Construction Schedule shall be reasonably extended by Change Order.

6.3 Commencement of Warranties. Warranties called for by this agreement or by the Drawings and Specifications shall commence on the Date of Substantial Completion of the Project or designated portion thereof, as reflected by the Certificate of Substantial Completion.

ARTICLE 7
COMPENSATION

The Design Construction Manager shall be paid by the Owner a Contract Price consisting of the Cost of the Work as defined in Article 8 and the Design Construction Manager's fee as set forth below:

7.1 Guaranteed Maximum Price. The sum of the Cost of the Work and the Design Construction Manager’s Fee (such sum being the “Guaranteed Maximum Price”) will be guaranteed at the completion of Design Development targeted by ____________. The final Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would exceed the Guaranteed Maximum Price to be exceeded, exclusive of change orders shall be paid by the Design Construction Manager without reimbursement by the Owner.

7.1.1 The preliminary project budget is set at TBD based on the conceptual estimate. This Guaranteed Maximum Price will be finalized through a contract amendment as noted in Article 7.1

7.1.2 The Guaranteed Maximum Price is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

7.1.3 The amounts agreed to for unit prices or allowances, if any, are as follows:

7.2 Allowances. All allowances stated in the Contract Documents shall be included in the Contract Price. While Owner may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance item, if Design Construction Manager reasonably objects to a material supplier or
subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, overhead and profit unless specifically stated otherwise. Design Construction Manager's overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances. Expenditure of any allowance item requires Owner approval.

7.3 Unit Prices. If unit prices are included in the Contract Documents or are subsequently agreed to by the parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Design Construction Manager, such unit prices shall be equitably adjusted.

7.4 Design/Preconstruction Phase Compensation.

7.4.1 The Owner shall compensate the Design Construction Manager for services performed during the Design/Preconstruction Phase as described in Article 2 as follows:

7.4.1.1 Preconstruction services shall be performed as part of the Architectural/Engineering Services fee.

7.4.1.2 Architectural/Engineering services shall be performed for a fixed fee of Four Hundred Forty Three Thousand Six Hundred and Fifty dollars and no cents ($443,653.00). Such amount is included in the Guaranteed Maximum Price.

7.4.2 Compensation for Design/Preconstruction Phase Services shall be equitably adjusted if such services extend beyond 120 days from the date of this Agreement for reasons beyond the reasonable control of the Design Construction Manager or as provided in Article 12.

7.4.3 Payments for Design/Preconstruction Phase Services shall be due and payable within a payment schedule established and agreed to by both parties following presentation of the Design Construction Manager’s monthly invoice to the Owner. If the Owner fails to pay the Design Construction Manager as agreed, then the Design Construction Manager shall have the right to stop the Work and be entitled to payments due plus interest as provided in Paragraph 13.2.

7.4.4 Notwithstanding any other provision of this Agreement, Owner may terminate all agreements with Design Construction Manager without cause prior to completion of design / preconstruction services, subject to payment to Design Construction Manager for services completed up to the date of termination.

7.5 Bidding/Construction Phase Compensation. The Owner shall compensate the Design Construction Manager for Work performed following the commencement of the Bidding and Construction Phase on the following basis:

7.5.1 The cost of the Work as allowed in Article 8; and
7.5.2 The Design Construction Manager’s Fee for Construction Management services in the amount of **Six Hundred Fifteen Thousand Dollars and no cents, ($615,000.00)**, inclusive of CM Fee as well as General Conditions Labor, General Conditions Expenses and Insurance, and subject to adjustment as provided in Paragraph 7.8. The Design Construction Manager’s Fee shall be paid proportionally to the ratio that the monthly Cost of the Work bears to the total estimated Cost of the Work. No further adjustments to the Design Construction Manager’s fee shall be made unless the Project scope is increased and exceeds the Guaranteed Maximum Price. No fee shall be charged on coordination changes or minor changes.

7.6 Payment for Construction Phase Services shall be as set forth in Article 13.

7.7 **Design Construction Manager’s Fee.** The Design Construction Manager’s Fee includes but is not limited to the following:

7.7.1 General and administrative expenses of the Design Construction Manager’s principal and branch offices other than the field office, except as may be expressly included in Article 8; and

7.7.2 The Design Construction Manager’s capital expenses, including interest on the Design Construction Manager’s capital employed for the Work.

7.8 **Adjustment in the Design Construction Manager’s Fee.** Adjustment in the Design Construction Manager’s Fee shall be made as follows:

7.8.1 For changes in the Work as provided in Article 12, the Design Construction Manager’s Fee shall be adjusted as follows:

Changes shall be priced at the “direct cost” of the charge, and markup for all changes shall be five percent (5%).

7.8.2 For delays in the Work not caused by the Design Construction Manager, there will be an equitable adjustment in the Design Construction Manager’s schedule to compensate the Design Construction Manager for increased expenses; and

7.8.3 If the Design Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss, the Design Construction Manager shall be paid for costs associated with said management.

**ARTICLE 8**

**COST OF THE WORK**

8.1 The term Cost of the Work shall mean costs necessarily incurred by the Design Construction Manager in good faith in the proper performance of the Work approved by the Owner. Such costs shall be at rates not higher than the standard paid at the place of the Project and at the prevailing wage as applicable, except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 8.

8.1.1 Labor Costs
8.1.1.1 Wages of construction workers directly employed by the Design Construction Manager to perform the construction of the Work at the site or, at the off-site workshops.

8.1.1.2 Wages or salaries of the Design Construction Manager's supervisory and administrative personnel in connection with performance of the Work when stationed at the site.

8.1.1.3 Wages or salaries of the Design Construction Manager's located at the site.

8.1.2 Subcontract Costs

8.1.2.1 Payments made by the Design Construction Manager to Subcontractors in accordance with the requirements of the subcontracts properly entered into under this Agreement.

8.1.2.2 Cost of premiums for all bonds required entered into under this agreement. Costs of bonds will be presented to the Owner prior to execution with Subcontractors.

8.1.3 Costs of Materials & Equipment Incorporated in the Completed Construction

8.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

8.1.3.2 Cost of materials described in the preceding Clause 8.1.3.1. in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be properly stored during the performance of the Work and turned over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Design Construction Manager; amounts realized, if any, from such sale shall be credited to the Owner as a deduction from the Cost of the Work.

8.1.4 Costs of Other Materials And Equipment, Temporary Facilities And Related Items

8.1.4.1 Costs, including transportation and maintenance, of all materials, supplies, office equipment, computers, software, temporary facilities and hand tools (not owned by the workmen) consumed in the performance of the Work by the Design Construction Manager. Any items used but not consumed, which are paid for by Owner, shall become the property of the Owner and shall be delivered to Owner upon completion of the Work in accordance with instructions furnished by Owner. Design Construction Manager may, however, agree to purchase any such items from Owner at a purchase price equal to the original cost to Owner less the reduction in fair market value resulting directly from use of any such item in connection with the Work or such other price which is mutually acceptable to Owner with any information and documentation necessary to verify the period of time for which such items were used in connection with the Work.
8.1.4.2  Rental charges of all necessary trailers, machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from Design Construction Manager or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof. Such rental charges shall be consistent with those generally prevailing in the location of the Project.

8.1.4.3  Costs of removal of debris from the site.

8.1.4.4  Costs in connection with performance of the Work of telegrams and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

8.1.4.5  Costs of all temporary utilities, fencing, winter conditions, site access remediation or stabilization costs.

8.1.4.6  Site security costs as approved by the Owner.

8.1.5  Miscellaneous Costs

8.1.5.1  Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Design Construction Manager is liable.

8.1.5.2  Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design Construction Manager is required by the Contract Documents to pay.

8.1.5.3

8.1.5.4  All fuel and utility costs incurred in the performance of the Work.

8.1.5.5  Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

8.1.5.6  Deposits lost for causes other than the Design Construction Manager’s fault or negligence.

8.1.5.7  Expenses for local travel to and from the site for all of the Design Construction Manager’s personnel for all work that is required to be performed at the project site.

8.1.5.8  Expenses for travel, for the Design Construction Manager incurred while traveling in discharge of his duties associated with the work. All long distance travel requiring airfare and overnight accommodations shall be pre-approved by the Owner.

8.1.5.9  Losses and expenses for personal injury and property damage not compensated by insurance or otherwise sustained by the Design Construction Manager in connection with the Work, provided they have resulted from causes other than the fault or neglect of the Design Construction Manager. Such losses shall include settlements, made with the written consent and approval of the Owner.
8.1.6 Other Costs

8.1.6.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

8.1.6.2 Costs incurred by the Design Construction Manager in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work was beyond the reasonable control of the Design Construction Manager, or caused by the ordinary mistakes or inadvertence, and not the negligence, of the Design Construction Manager or those working by or through the Design Construction Manager.

8.1.6.3 Demobilization and remobilization costs in the event a stop work order is issued by Owner, or work is stopped for reasons outside of the reasonable control of the Design Construction Manager.

8.1.7 Emergencies: Repairs To Damaged, Defective Or Nonconforming Work - The Cost of the Work shall also include costs that are incurred by the Design Construction Manager:

8.1.7.1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, to the extent not caused or capable of prevention through proper performance of the Work by the Design Construction Manager, a Subcontractor or anyone for whom either is responsible.

8.1.7.2 In correcting defective, damaged or non-conforming Work, but only if such Work is performed, supplied or damaged by a Subcontractor, or material supplier and not corrected by them, provided that such defective, damaged or non-conforming Work did not result from the fault or negligence of the Design Construction Manager, and only to the extent that the cost of correcting the defective, damaged or non-conforming Work is not recoverable by the Design Construction Manager from the Subcontractor or material supplier or others and the Design Construction Manager is not compensated therefore by insurance or otherwise. In no event shall the total cost of defective, damaged or non-conforming Work, together with all reimbursable costs, exceed the Estimated Cost of the Work, without written approval in advance from the Owner.

8.1.7.3 Costs as defined herein shall be actual costs paid by the Design Construction Manager, subject to Article 10 of the Agreement. All payments made by the Owner pursuant to this Article 8, whether those payments are actually made before or after the execution on the Contract, are included within the Estimated Cost of the Work specified in Article 7. Provided, however, that in no event shall the Owner be required to reimburse Design Construction Manager for any portion of the Cost of the Work incurred prior to the Commencement Date unless Design Construction Manager has received the Owner’s written consent prior to incurring such cost.

8.2 Design Construction Manager hereby agrees and acknowledges that there shall be no duplication of payments for any of the items comprising the Cost of the Work, notwithstanding any itemization or provision contained in the Contract Documents to the contrary, including without limitations, this Article.
8.3 The Cost of the Work includes a preliminary Allowance for Unforeseeable Conditions ("Allowance") in the amount of TBD for the sole use by the Design Construction Manager for costs that could not be expected or predicted and were not specifically allocated or budgeted at the time of this Agreement. This preliminary allowance will be amended when the final Guaranteed Maximum Price is established as defined in Article 7.1. The Allowance will not increase the fee or profit of the Design Construction Manager as established in Section 7 and is included in the Guaranteed Maximum Price. All amounts remaining in the Allowance at final completion of the Project shall revert to the Owner.

ARTICLE 9
COSTS NOT TO BE REIMBURSED

9.1 The Cost of the Work shall not include:

9.1.1 Salaries and other compensation of the Design Construction Manager's personnel stationed at the Design Construction Manager's principal office or offices other than the site office, except as specifically provided in Article 8.

9.1.2 Expenses of the Design Construction Manager's principal office and offices other than the site office except specifically provided in Article 8.

9.1.3 Overhead and general expenses, except as may be expressly included in Article 8, including but not limited to the costs of Design Construction Manager's taxes, licenses or other levies in connection with the general conduct of its business, including Federal and State income taxes.

9.1.4 The Design Construction Manager's capital expenses, including interest on the Design Construction Manager's capital employed for the Work.

ARTICLE 10
DISCOUNTS, REBATES AND REFUNDS

10.1 Cash discounts obtained on payments made by the Design Construction Manager shall accrue to the Owner if (1) the Design Construction Manager received payment therefore from the Owner, or (2) the Owner has deposited funds with the Design Construction Manager with which to make payments. Cash discounts for items or services not paid for by Owner shall accrue to the Design Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design Construction Manager shall make provisions so that they can be secured.

ARTICLE 11
ACCOUNTING RECORDS

11.1 The Design Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract.
ARTICLE 12
CHANGES IN THE PROJECT

12.1 Scope Change Orders. Any work not contained in the Contract Documents shall be a change and shall be performed by Design Construction Manager only pursuant to a written Change Order to this Agreement issued by Owner if such work increases or decreases the Contract Price. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the Work Design Construction Manager shall be paid a lump sum acceptable to both parties. If the parties are unable to agree upon a lump sum for the additional work, Design Construction Manager shall be reimbursed for the cost of such work, as determined in accordance with Article 8. If the Change Order causes a decrease in the cost of the Work, the Contract Price shall be decreased by the amount of Design Construction Manager's determination of the decrease of the cost in labor, materials and equipment no longer required, based upon the Schedule of Values furnished pursuant to Paragraph 2.1.3. All Change Orders to the Project Scope shall reflect the following:

a) A change in the Work;
b) The amount of the adjustment in the Contract Price; if any
c) The extent of the adjustment in the Contact Time, if any.

12.2 Concealed Conditions. If concealed or unknown conditions that affect the performance of the Work and vary from those indicated by the Contract Documents are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for under this Agreement, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. The Contract Price and Construction Schedule shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made by Design Construction Manager.

12.3 If Owner requests a proposal for a change in the Work from the Design Construction Manager and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design Construction Manager for reasonable costs incurred for estimating services and services involved in the preparation of proposed revisions to the Contract Documents.

12.4 Construction Change Directives

12.4.1 A Construction Change Directive is a written order or email signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Construction Schedule, or both.

12.4.2 A Construction Change Directive shall be used in the absence of total agreement on an adjustment on the term of a Change Order.

12.4.3 If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on 12.6.

12.4.4 Upon receipt of a Construction Change Directive, the Design Construction Manager shall advise the Owner of the Design Construction Manager's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed
adjustment in the Contract Price or Construction Schedule. Upon agreement with the Contract Price and/or Construction Schedule, Design Construction Manager shall proceed with the change in the work.

12.4.5 A Construction Change Directive signed by the Design Construction Manager indicates the agreement of the Design Construction Manager therewith, including adjustment in Contract Price and Construction Schedule or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

12.5 Minor Changes in the Work

12.5.1 Minor Changes in the Work do not involve an adjustment in the Contract Price and/or Construction Schedule(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design Construction Manager may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design Construction Manager will record such changes, where appropriate, on the documents maintained by Design Construction Manager and provided in writing to Owner.

12.6 Contract Price Adjustments

12.6.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

12.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

12.6.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

12.6.1.3 Cost, fees and any other markups set forth in the Agreement; and

12.6.2 If the Owner and Design Construction Manager disagree upon whether Design Construction Manager is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed change to the Work, Owner and Design Construction Manager shall resolve the disagreement pursuant to Article 16 hereof. As part of the negotiation process, Design Construction Manager shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner’s interpretations. If the parties are unable to agree and Owner expects Design Construction Manager to perform the services in accordance with Owner’s interpretations, Design Construction Manager shall proceed to perform the disputed services, conditioned upon Owner issuing written order to Design Construction Manager (i) directing Design Construction Manager to proceed and (ii) specifying Owner’s interpretation of the services that are to be performed. If this occurs, Design Construction Manager shall be entitled to submit in its Applications for Payment an amount equal to its reasonable estimated cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that such payment by Owner does not prejudice Owner’s right to argue that it has no responsibility to pay for such services, or to litigate to recover such amounts.
12.7 Emergencies

12.7.1 In any emergency affecting the safety of persons and/or property, Design Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Construction Schedule(s) on account of emergency work shall be determined as provided in this Article 12.

ARTICLE 13
PAYMENTS TO THE DESIGN CONSTRUCTION MANAGER

13.1 Monthly Progress Payments

13.1.1 On or before the Seventh day of each month, Design Construction Manager shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by copies of all necessary supporting documentation, which shall include but not be limited to a sworn statement from Design Construction Manager and sworn statements from any involved subcontractors, suppliers and materialmen, along with partial waivers of lien for any Work for which payment is sought.

13.1.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

13.1.3 The Application for Payment shall constitute Design Construction Manager's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design Construction Manager's receipt of payment, whichever occurs earlier.

13.1.4 The Owner shall pay the Design Construction Manager no later than thirty (30) days after receipt of Pay Application.

13.1.5 Ten percent (10%) of the completed value of the Work shall be withheld from each subcontractor’s monthly application for payment. Reduction from the 10% withholding may be considered as a subcontractor nears project completion upon mutual acceptance by Owner and Design Construction Manager.

13.2 Dispute of Payments

13.2.1 On or before the date established in Article 13.1.4, Owner shall pay Design Construction Manager all amounts due. The Owner waives the right dispute that the Design Construction Manager is not entitled to all or part of an Application for Payment, unless the Design Construction Manager is notified in writing at least five (5) days prior to the date payment is
due. The notice shall indicate the specific amounts the Owner disputes, the reasons and contractual basis for the disputed, and the specific measures Design Construction Manager must take to rectify Owner's concerns. Design Construction Manager and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design Construction Manager may pursue its rights under the Contract Documents, including those under Article 15 hereof.

**13.2.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design Construction Manager all undisputed amounts in an Application for Payment within the times required by 13.1.4.

**13.3 Right to Stop Work and Interest.** If Owner fails to pay Design Construction Manager any amount that becomes due, Design Construction Manager, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 15.9 hereof. All payments due and unpaid, including disputed amounts shall bear interest at the rate set forth in the Agreement.

**13.4 Interest.** Payments due and unpaid by Owner to Design Construction Manager, whether progress payments or final payment, shall bear interest commencing thirty (30) days after payment is due at the rate of one and one-half percent (1.5%) per month.

**13.5 Title Free of Liens.** The Design Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall pass to the Owner upon receipt of such payment by Design Construction Manager free and clear of all liens, claims, security interests or encumbrances hereinafter referred to as Liens. Design Construction Manager, at its own expense, shall indemnify, defend and save harmless Owner against Liens filed on the property of Owner by subcontractors, materialmen or suppliers of Design Construction Manager for amounts due them from Design Construction Manager for Work, the cost of which has been paid by Owner to Design Construction Manager.

**13.6 Final Payment.** For purposes of final payment, the procedure under this Agreement shall be as follows:

**13.6.1** The Design Construction Manager shall give written notice to Owner upon Substantial Completion of the Project as defined in paragraph 1.3.9., (AIA standard form AIA-G704 – i.e. the "Certificate of Substantial Completion"). The issuance of the Certificate of Occupancy from the authority having jurisdiction shall establish the date of substantial completion. Upon this date, the parties shall state, in writing, the responsibilities of Owner and Design Construction Manager regarding maintenance, heat, utilities, and risk of casualty, and shall list the items of Work (punch list) to be corrected or completed.

**13.6.2** When the parties have mutually agreed upon the Certificate of Substantial Completion, Design Construction Manager shall submit to the Owner's Representative for approval of an Application for Payment of the unpaid balance of the Contract Price for the Project, less an amount equal to 150% of the estimated cost of completing all remaining unfinished items of work shown on the punch list. Failure of Owner to pay the amount specified by Owner’s Representative shall constitute a breach of this Agreement and Design Construction Manager shall have no further obligations or responsibility to Owner under this Agreement.

**13.6.3** Design Construction Manager shall, as soon as possible but in no event later than thirty (30) days,
correct or complete the items of work noted on the punch list without additional expense to Owner. Owner’s Representative shall inspect the corrected or completed items of work within five (5) days after notice of correction of completion of each such item of work and if acceptable, shall issue a written notice of acceptance of such items of work to Design Construction Manager.

13.6.4 Following full completion of the Work and final inspection and acceptance of the Work by the Owner’s Representative, Design Construction Manager shall submit a final Application for Payment for the entire unpaid balance of the contract price, as noted in the final application, along with its sworn statement, the sworn statements of subcontractors (and suppliers and materialmen), duly executed final waiver of lien and provide all subcontractor (and supplier and materialmen) waivers of lien and releases obtained during the Project, all Owner and Maintenance Manuals, all warranties and warranty information, all as-built drawings and any additional necessary closeout documents.

ARTICLE 14
INDEMNITY AND INSURANCE

14.1 Indemnity. To the fullest extent permissible under Illinois law, the Design Construction Manager shall indemnify, defend and hold the Owner harmless from all claims and suits for damages arising from personal injuries, including death to persons or damage to property and from all expenses for defending such claim or suit, including court costs and reasonable attorney’s fees, which result from the actions or omissions of Design Construction Manager or that of its subcontractors. The Owner shall retain the absolute right to its own choice of counsel to defend any such claims.

14.2 Design Construction Manager’s Insurance. The Design Construction Manager shall purchase and maintain the following insurance to cover Design Construction Manager’s operations under this Agreement whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

14.2.1 Workers’ Compensation insurance in full compliance with workers’ compensation laws of the State of Illinois, together with employer’s liability coverage with minimum limits of liability in the amount of:

$500,000 each accident Bodily Injury by Accident
$500,000 policy limit Bodily Injury by Disease
$500,000 each employee Bodily Injury by Disease.

14.2.2 Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with the following minimum limits of liability:

Combined single limit: $1,000,000 bodily injury and property damage each accident.

14.2.3 Comprehensive general liability insurance including Independent Contractor’s coverage with following minimum limits of liability:

Combined single limit: $1,000,000 each occurrence
$1,000,000 personal & advertising injury
14.2.4 The Design Construction Manager shall carry an umbrella policy to apply excess of the general liability, automobile liability and employer's liability coverages listed above at the following limits of liability: $5,000,000 each occurrence; $5,000,000 aggregate.

14.2.5 The Design Construction Manager's commercial general liability policy shall also include blanket contractual liability coverage.

14.2.6 Professional Liability Insurance with respect to design services in the amount of $5,000,000, which, if written on a “claims made” basis, shall be maintained in full force and effect for four (4) years after the completion of the Work. If at any time during the four (4) year period, Design Construction Manager shall no longer carry such insurance; it shall provide thirty (30) days prior written notice to Owner.

14.2.7 Owner shall purchase and maintain at its sole expense, until the Date of Substantial Completion and acceptance thereof, all-risks of direct physical loss builder’s risk insurance upon the Work at the site to the full insurable value thereof (including all materials, supplies and equipment intended for specific installation in the Work while in transit, at temporary locations, or delivered to the site but not yet incorporated into the Work). This insurance shall include the interests of Design Construction Manager, Owner, Owner's Representative, subcontractors and sub-subcontractors in the Work, except for the equipment used by the Design Construction Manager, subcontractors and sub-subcontractors associated with their Work, and shall insure against the perils normally insured against in an all-risks direct physical loss builder’s risk policy including the perils of flood, quake and terrorism, and shall be deemed the primary insurance as to covered risks.

Such builder’s risk insurance shall be written on a repair or replacement cost basis. The policy (lies) for such insurance shall be secured and maintained by Owner in the full amount of the Contract Price and adjusted for changes in the Contract price affected by the Change Order(s).

14.2.8 Any insured loss shall be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interest may appear, subject to the requirements of any applicable mortgage clause and or Owner's construction lender. The Design Construction Manager, subcontractors and sub-subcontractors shall have the right to consult with the Owner in any loss adjustment, subject to the rights of any applicable lenders. Owner shall purchase and maintain, until the Date of Substantial Completion, all-risk builder’s risk insurance upon the Work at the site to the full insurable value thereof (including all materials delivered to the site but not yet incorporated into the improvements). If Owner requests, in writing, that insurance for special hazards be included in the property insurance policy, Design Construction Manager shall, if possible, include such insurance and the cost thereof shall be charged to Owner by appropriate Change Order.

14.2.9 All insurance required of Design Construction Manager shall be with insurers having a Best Rating of at least A-Class VII or better. Certificates of insurance reasonably acceptable to Owner shall
be filed with Owner prior to commencement of the Work, and shall name Owner as an additional
insured. These certificates shall contain a provision that coverage afforded under the policies
shall not be canceled until at least thirty (30) days prior written notice has been given to Owner.

ARTICLE 15
STOP WORK AND TERMINATION OF THE AGREEMENT

15.1 Owner's Right to Stop Work. Owner may, without cause and for its convenience, order Design
Construction Manager in writing to stop and suspend the Work. Such suspension shall not exceed sixty
(60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

15.2 Design Construction Manager is entitled to an adjustment of the Contract Price and/or Construction
Schedule(s) if its cost or time to perform the Work has been impacted by any suspension of stoppage of
work by Owner unless Owner stops work based on a condition described in Section 15.2.1 below.

15.2.1 Owner's Right to Perform and Terminate for Cause. If Design Construction Manager persistently fails to
(i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract
Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subcontractors, suppliers or materialmen, (v) prosecute the Work with promptness and diligence to
ensure that the Work is completed by the Construction Schedule(s), as such times may be adjusted, (vi)
comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or
(vi) perform material obligations under the Contract Documents, then Owner, in addition to any other
rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in
Sections 15.3, 15.4 and 15.5 below.

15.3 Upon the occurrence of an event set forth in Section 15.2.1 above, Owner may provide written notice to
Design Construction Manager that it intends to terminate the Agreement unless the problem cited is
cured, or commenced to be cured, within seven (7) days of Design Construction Manager's receipt of
such notice. If Design Construction Manager fails to cure, or reasonably commence to cure, such
problem, then Owner may give a second written notice to Design Construction Manager of its intent to
terminate within an additional seven (7) day period. If Design Construction Manager, within such second
seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may
declare the Agreement terminated for default by providing written notice to Design Construction
Manager of such declaration.

15.4 Upon declaring the Agreement terminated pursuant to Section 15.3 above, Owner may enter upon the
premises and take possession, for the purpose of completing the Work, of all materials, equipment,
scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the
performance of the Work, all of which Design Construction Manager hereby transfers, assigns and set
over to Owner for such purpose, and to employ any person or persons to complete the Work and provide
all of the required labor, services, materials, equipment and other items. In the event of such termination,
Design Construction Manager shall not be entitled to receive any further payments under the Contract
Documents until the Work shall be finally completed in accordance with the Contract Documents. At
such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner
in completing the Work, such excess shall be paid by Owner to Design Construction Manager.
Notwithstanding the preceding sentence, if Owner's cost and expense of completing the Work exceeds
the unpaid balance of the Contract Price, then Design Construction Manager shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys’ fees and expense, incurred by Owner in connection with the re-procurement and defense of claims arising from Design Construction Manager’s default, subject to the waiver of consequential damages set forth in Section 16.6 hereof.

15.5 If Owner improperly terminates the Agreement for Cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 15 of the Agreement.

15.6 Termination for Convenience. Upon ten (10) days’ written notice to Design Construction Manager, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design Construction Manager for the following (with credits for all amounts previously paid):

15.6.1 All Work executed and for proven loss, cost or expense in connection with the Work;

15.6.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amount due in settlement of terminated contracts with Subcontractors.

15.7 In addition to the amounts set forth in Section 15.6 above, Design Construction Manager shall be entitled to receive one of the following as applicable:

15.7.1 If Owner terminates this Agreement prior to commencement of construction, Design Construction Manager shall be paid zero percent (0%) of the remaining balance of the Contract Price.

15.8 Design Construction Manager’s Right to Stop Work. Design Construction Manager may, in addition to any other rights afforded under the Contract Documents or at law, stop work for the following reasons:

15.8.1 Owners failure to provide financial assurances as required under Section 3.7 hereof; or

15.8.2 Owner’s failure to pay amounts due under Design Construction Manager’s Application for Payment.

15.9 Should any of the events set forth in Section 15.8 above occur, Design Construction Manager has the right to provide Owner with written notice that Design Construction Manager shall stop work unless said event is cured within seven (7) days from Owner’s receipt of Design Construction Manager’s notice. If Owner does not cure the problem within such seven (7) day period, Design Construction Manager may stop work. In such case, Design Construction Manager shall be entitled to make a claim for adjustment to the Contract Price and Construction Schedule(s) to the extent it has been adversely impacted by such stoppage.

15.10 Design Construction Manager’s Right to Terminate for Cause. Design Construction Manager, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:
15.10.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 15.1 hereof, provided that such stoppages are not due to the acts or omissions of Design Construction Manager or anyone for whose acts Design Construction Manager may be responsible.

15.10.2 Owner's failure to cure the problems set forth in Sections 15.9 above after Design Construction Manager has stopped the Work.

15.11 Upon the occurrence of an event set forth in Section 15.10 above, Design Construction Manager may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design Construction Manager may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design Construction Manager may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design Construction Manager shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 15 of the Agreement.

15.12 Bankruptcy of Owner or Design Construction Manager. If either Owner or Design Construction Manager institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

15.12.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

15.12.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 15.

15.13 The rights and remedies under Section 15.13 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design Construction Manager to stop Work under any applicable provision of this Contract.

ARTICLE 16
DISPUTE RESOLUTION

16.1 If either Design Construction Manager or Owner believes that it is entitled to relief against the other for
any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of this Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. Failure to provide such written notice within 21 days shall not operate as a waiver of either parties’ rights and remedies under this Agreement.

16.2 Dispute Avoidance and Resolution. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design Construction Manager and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

16.3 Design Construction Manager and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between Design Construction Manager’s Representative and Owner’s Representative.

16.4 If after meeting the Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules. The mediation shall be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

16.4.1 If the parties are unable to resolve a dispute pursuant to this Section 16, the method of binding dispute resolution shall be litigation in the Circuit Court of DuPage County.

16.5 Consequential Damages. Notwithstanding anything herein to the contrary, neither Design Construction Manager nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

ARTICLE 17
PROTECTION OF PERSONS AND PROPERTY

17.1 Safety Precautions and Programs. The Design Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs regarding the performance of the Contract, including OSHA and other applicable laws.

17.2 Safety of Persons and Property. The Design Construction Manager shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
17.2.1 Employees on the Work and other persons who may be affected thereby;

17.2.2 The Work and material and equipment to be incorporated therein, whether in storage on or off the site, under care, custody and control of the Design Construction Manager or the Design Construction Manager's subcontractors or sub-subcontractors.

17.3 The Design Construction Manager shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

17.4 The Design Construction Manager shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and uses of adjacent sites and utilities.

17.5 When use or storage of hazard materials or equipment or unusual methods are necessary for execution of the Work, the Design Construction Manager shall exercise the reasonable utmost care and carry on such activities under supervision of properly qualified personnel.

17.6 The Design Construction Manager shall promptly remedy (or use its best efforts to remedy) damage and loss to property caused in whole or in part by the Design Construction Manager, a subcontractor, a sub-subcontractor or anyone directly or indirectly employed by any them, or by anyone for whose acts they may be liable and for which Design Construction Manager is responsible, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by it, or by anyone for whose acts they Owner may be liable, and not attributable to the fault or negligence of the Design Construction Manager.

ARTICLE 18
MISCELLANEOUS

18.1 Successors and Assigns. This Agreement shall be binding on the successors, permitted assigns, and legal representatives of the Owner or Design Construction Manager. Neither party shall assign, sublet or transfer an interest in the Agreement without the written consent of the other.

18.2 Governing Law. This Agreement shall be governed by the law of the State of Illinois and any applicable federal laws.

18.3 Ownership of Documents. The drawings, Specifications and other documents prepared by the Design Construction Manager for this project are instruments of the Design Construction Manager's service for use solely with respect to this Project and, unless otherwise provided, the Design Construction Manager shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Design Construction Manager's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Design Construction Manager's Drawings, Specifications or other documents shall not be used by the Owner or others on other project, for additions to this Project or for completion of this Project by others, unless the Design Construction Manager is adjudged to be in default under this Agreement, except by
agreement in writing and with appropriate compensation to the Design Construction Manager.

18.4 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the Design Construction Manager's reserved rights.

18.5 **Representations and Warranties.** Design Construction Manager represents and warrants the following to the Owner which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

(i) That it is able to furnish the labor required to manage the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

(ii) That it is authorized to do business in the State of Illinois and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over him and over the Work and the Project;

(iii) That its execution of this Agreement and its performance thereof is within its duly authorized powers;

18.6 **Discipline of Employees.** Design Construction Manager shall, at all times, enforce strict discipline and good order among its employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

18.7 **Claims for Damages.** Should either party to this Contract suffer injury or damage to persons or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, claim shall be made, in writing, to such other party within a reasonable time after the first observance of such injury or damage.

18.8 **Written Notice.** All notices, demands and communications required or which either party desires to give or make hereunder shall be in writing signed by or on behalf of the party giving or making the same, and may be served personally, by United States registered or certified mail, return receipt requested, or by a national courier service guaranteeing overnight delivery:

I. To Design Construction Manager: Wight Construction Services, Inc.
   Attn: Jim Nagel
   2500 N. Frontage Road
   Darien, IL 60561

II. To Owner: Village of Hinsdale
   Attn: Village Manager
   19 E Chicago Avenue
   Hinsdale, IL 60521

Mailed notices shall be deemed to have been given on the third business day after the date of mailing or
upon receipt by either party if personally delivered and a written receipt signed therefore, or one (1) business day following deposit for overnight delivery with a national courier service guaranteeing overnight delivery. Any party hereto may change its address for the service as aforesaid by giving written notice to the other of such change of address in accordance with the provision of this subparagraph.

18.9 Access to Work. Owner and its representative shall at all times have access to the Work whenever it is in preparation or progress; provided, however, that such access shall not interfere with the prosecution of the Work by Design Construction Manager, or its subcontractors or sub-subcontractors or jeopardize their safety. Design Construction Manager shall permit and facilitate such access to the Work by Owner, its agents, and public authorities concerned with such work.

18.10 Non Discrimination. The Construction Managers shall fully comply with all applicable federal and state laws of nondiscrimination and equal opportunity laws, orders and regulations. The Construction Manager will not engage in discrimination or harassment against any person, including employees and subcontractors, because of race, sex, color, religion, national origin, ancestry, age, mental status, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and delivered the day and the date first above written.

OWNER: Village of Hinsdale

By: __________________________
Its: __________________________
Date: _________________________

DESIGN CONSTRUCTION MANAGER: Wight Construction Services, Inc.

By: __________________________
Its: Group President, Construction
Date: _________________________
EXHIBIT "A"

Project Scope Document Based on Design Documents dated TBD.
EXHIBIT "B"

Final GMP Schedule and Cost dated TBD
AGENDA ITEM #____
REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First Reading – ZPS

244 E. First Street - Withdrawal of Local Landmark Designation in the
Robbins Park Historic District
Case HPC-10-2017 – R-1 Single Family Residential District

MEETING DATE: February 15, 2018

FROM: Chan Yu, Village Planner

Recommended Motion
Approve an Ordinance Approving Withdrawal of a Historic Landmark Designation for 244
East First Street.

Background
The Village of Hinsdale has received a request from the homeowners, Warren and Nancy
Furey, to have the local landmark designation withdrawn from the property at 244 E. First
Street, in the Robbins Park Historic District. Per the applicant, they are experiencing difficulty
with selling their home, which is a great concern due to health issues within the family.
Section 14-1-4 defines the conditions for withdrawal of a landmark designation and this
request is based on a stated financial hardship (Attachment 1).

Per the withdrawal request letter, dated October 3, 2017, the homeowners are depending on
the sale of the home for recent medical issues and financial retirement security. The letter
states, two potential buyers of the home have indicated to the applicant that they have no
interest in purchasing the house at any price with the current landmark designation. A letter
from their listing agent, Carrie Kenna, Berkshire Hathaway, dated October 24, 2017, is
included, supporting that the marketing period will be longer and this impacts the value of the
home due to the landmark designation.

On October 1, 2002, the Village approved an Ordinance, to landmark the home at 244 E.
First Street (Attachment 4). The subject property is located on a corner lot in the Robbins
Park Historic District, in the R-1 Single Family Residential District and borders the same to
the north, east, south and west. The home is a two-story, 4,830 square foot, wood frame
structure constructed in the Victorian Renaissance Revival style in 1893.

According to the Findings and Recommendations by the Historic Preservation Commission
(HPC) in 2002, the home has significant features and historical facts that should be protected
and preserved. For example, it is a rare example of work by the prestigious architectural firm
of Shepley, Rutan and Coolidge, of Boston, known for its commercial and institutional
buildings, including the Art Institute of Chicago in 1897 and Chicago Public Library in 1893
(Attachment 5).
The Board of Trustees (BOT) minutes, on April 8, 2014, reflected a desire by the Trustees to revise the code while considering a withdrawal request at 319 N. Washington Street. On November 4, 2014, the Board of Trustees amended Section 14-1-4 to add subsection E, which is the condition to withdraw a landmark based on financial hardship, though hardship was not defined.

After the HPC meeting on December 13, 2017, it was brought to the attention of staff by a Trustee that the wrong standard was being considered. The standard that was revised and approved by the BOT, at the meeting on November 4, 2014, reads: “The owner of the structure, building or site demonstrates that the landmark designation creates significant and continuing financial hardship.”

The Ordinance amending Section 14-1-4, was approved unanimously, to allow an applicant the opportunity to apply for a withdrawal of the designation citing a significant and continuing financial hardship (Attachment 6).

**Discussion & Recommendation**

On December 13, 2017, the HPC reviewed and unanimously recommended to deny the request, 4-0, 1 absent and 1 abstention. The HPC found that, (1), the home was not marketed to the fullest extent to sell it and (2), the applicant did not show/submit any financial or empirical evidence of the hardship they are presenting. The December 13, 2017, HPC public hearing transcript is included as Attachment 7, and was with the January 10, 2018, HPC meeting. The Findings and Recommendations with a revision (to paragraph 5) was approved at the February 7, 2018, HPC meeting.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

Draft Ordinance
Approved Findings and Recommendations (HPC Meeting on February 7, 2018)

1. Withdrawal Request Letter and Exhibits
2. Zoning Map and Project Location, Birds Eye View Map and Street View
3. Historic Illustration of home submittal by HPC Commissioner Williams (dated 12.20.17)
4. Ordinance approving Landmark Request for 244 E. First Street (dated 10.01.02)
5. Findings and Recommendations for Landmark Designation (dated 10.22.02)
6. Board of Trustees Meeting Minutes relating to Ordinance approving amendment to Section 14-4-1 (dated April 8, 2014, and November 4, 2014, respectively)
7. HPC December 13, 2017, Public Hearing Transcript
VILLAGE OF HINSDALE
ORDINANCE NO. __________

AN ORDINANCE APPROVING WITHDRAWAL OF A HISTORIC LANDMARK DESIGNATION FOR 244 EAST FIRST STREET
- HPC CASE No.: 10-2017

WHEREAS, the Village of Hinsdale ("Village") is authorized pursuant to Article 11, Division 48.2 of the Illinois Municipal Code (65 ILCS 5/11-48.2-1 et seq.), to enact ordinances for the purposes of protecting, preserving, enhancing, and regulating buildings, structures, objects, sites, and areas of historical, cultural, or architectural importance; and

WHEREAS, Title 14 of the Village Code of Hinsdale ("Village Code") establishes a procedure by which such buildings, structures, objects, sites, and areas can be designated as historic landmarks and historic districts; and

WHEREAS, Title 14 of the Village Code also provides, under Section 14-4-1, for the withdrawal of a previously granted historic landmark designation in certain specified circumstances; and

WHEREAS, Warren and Nancy Furey (the "Applicants") submitted an application under Section 14-4-1 of the Village Code of Hinsdale (the "Village Code") to the Village of Hinsdale Historic Preservation Commission requesting withdrawal of the existing landmark designation for the structure (the "Subject Building") located at 244 East First Street (the "Subject Property"). The Subject Property is legally described in Exhibit A, attached hereto and made a part hereof. The Applicants are the owners of record of the Subject Property and Subject Building, and were also the applicants at the time of its original landmarking on October 1, 2002; and

WHEREAS, the Applicants made presentations relative to their request for withdrawal to the Historic Preservation Commission on December 13, 2017. At the December 13, 2017, meeting, the Historic Preservation Commission did not recommend approval of the request for withdrawal to the Board of Trustees, after finding that the Applicants failed to satisfy the standard in Section 14-4-1(E) of the Zoning Code applicable to withdrawal of the designation of the landmark status for financial hardship; and

WHEREAS, the Commission has filed its report of Findings and Recommendation regarding the withdrawal of the landmark designation in HPC Case No. 10-2017, a copy of which is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed and duly considered the Application, the Findings and Recommendation of the Commission and all of the materials, facts and circumstances related to the Application,
and have determined that the Application satisfies the standard for withdrawal set forth in Section 14-4-1(E) of the Village Code.

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

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

SECTION 2: Findings. The President and Board of Trustees of the Village of Hinsdale find, notwithstanding the Findings and Recommendation of the Historical Preservation Commission, that the Applicants properly demonstrated that the landmark designation of the Subject Building creates a significant and continuing financial hardship for them, pursuant to Section § 14-4-1(E) of the Village Code.

SECTION 3: Withdrawal of Designation as Historic Landmark. The Applicant's request for withdrawal of the landmark designation of the structure on the Subject Property is hereby approved. The structure shall no longer be designated as a historic landmark and shall not hereafter be subject to the requirements of Title 14 of the Village Code, as amended from time to time.

SECTION 4: Notice to Owner of Record and Building Commissioner. The Village Clerk is directed to send notice of the historic landmark designation withdrawal to the Applicant, as owner of record, and to the Village Building Commissioner, which notice shall include a copy of this Ordinance.

SECTION 5: Recordation. The Village Clerk is directed to cause a copy of this Ordinance be recorded promptly in the office of the DuPage County Recorder of Deeds.

SECTION 6: 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 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
PASSED this ___ day of _____________ 2018.

AYES: __________________________________________

NAYS: __________________________________________

ABSENT: _________________________________________

APPROVED by me this ___ day of _____________ 2018 and attested by the Village Clerk this same day.

___________________________________
Thomas K. Cauley, Jr., Village President

ATTEST:

______________________________
Christine M. Bruton, Village Clerk
EXHIBIT A

LEGAL DESCRIPTION

LOT 1 OF JULIA PHELPS RESUBDIVISION, A RESUBDIVISION OF LOT, BEING A PART OF THE SUBDIVISION OF THE NORTHWEST ¼ OF BLOCK 6 IN WILLIAMS ROBBINS FIRST ADDITION SITUATED IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OF SAID JULIA PHELPS RESUBDIVISION, OCTOBER 13, 1955 AS DOCUMENT 776804, IN DU PAGE COUNTY, ILLINOIS.

Commonly Known As: 244 East 1st Street, Hinsdale, Illinois.

PIN: 09-12-208-014-0000
EXHIBIT B

FINDINGS AND RECOMMENDATION
(ATTACHED)
HINSDALE HISTORIC PRESERVATION COMMISSION

RE: 244 East First Street (Warren and Nancy Furey)
Request for Withdrawal of Designation as Landmark Building –
Case: HPC-10-2017


DATE OF VILLAGE BOARD REVIEW: February 15, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Warren and Nancy Furey (the “Applicants”) submitted an application under Section 14-4-1 of the Village Code of Hinsdale (the “Village Code”) to the Village of Hinsdale Historic Preservation Commission requesting withdrawal of the existing landmark designation for the structure (the “Subject Building”) located at 244 East First Street (the “Subject Property”). The Applicants are the owners of record of the Subject Property.

2. The Subject Building is a two and one-half story wood frame building, constructed in 1893 in the Victorian Renaissance Revival style. During the Great Depression, a portion of the front porch was removed and the coach house was relocated to the residential lot at 120 South Elm Street.

3. In 2002, the Applicants submitted an application under Section 14-3-2 of the Village Code of Hinsdale nominating the 109-year old Subject Building for designation as a landmark. The Historic Preservation Commission reviewed the application and ultimately recommended that the Village President and Board of Trustees designate the Subject Building as a historic landmark. On October 1, 2002, the Village Board of Trustees approved Ordinance 2002-60, which designated the Subject Building as a historic landmark. The Historic Preservation Commission noted that the Subject Building has significant character, interest or value as part of the historic, aesthetic, or architectural heritage of the Village because it is located in the original Robbins Park Subdivision and is a rare Chicago example of residential work by the prestigious architectural firm of Shepley, Rutan and Coolidge, of Boston.

4. A landmark designation may be withdrawn, so long as one of the conditions set forth in Section 14-4-1 of the Village Code are satisfied. The Applicants contend that the following condition has been satisfied: “E. The owner of the structure, building or site demonstrates that the landmark designation creates significant and continuing financial hardship.” § 14-4-1(E).

5. The Applicants made a presentation to the Historic Preservation Commission on December 13, 2017. They stated that they are experiencing significant and continuing financial
hardship and are requesting the removal of the landmark designation in order to sell the Subject Building.

6. The Applicants contended that they were experiencing difficulty selling the Subject Property because of the Subject Building's landmark status. Due to recent medical issues faced by the Applicants, they requested a withdrawal of the landmark designation and cited financial hardships. The Applicants presented a letter signed by Gerald E. Kubasiak of the law firm Miller, Canfield, Paddock and Stone, P.L.C., stating that the Applicants are highly dependent on the proceeds from the sale of the Subject Property. No financial documents or empirical evidence of a financial hardship was presented to the Commission. As a result of questioning by the Commission, the Applicants acknowledged owning two (2) additional properties.

7. Applicant Warren Furey and his family members testified regarding the application to withdraw the landmark designation of the Subject Building. The Applicant contended that the Subject Property has been privately marketed and that two potential buyers have indicated to Owners that they did not want to purchase a property because of its landmark status. Therefore, the Applicants desire to have the landmark status removed to make it easier to sell the Subject Property and to get a higher selling price. After reviewing the Conditions of Withdrawal stated in §14-4-1(E) of the Village Code, the Commission members unanimously determined that these specific desires did not satisfy the required conditions for landmark status withdrawal as a result of a financial hardship.

8. During the public hearing, Commissioners inquired about the marketing strategies that had been implemented to sell the Subject Property. The Applicant’s Real Estate Agent, Carrie Kenna, stated that the Subject Property was only being marketed privately and by word of mouth. Ms. Kenna, in response to questioning, stated the private listing contained no photographs of the property because the interior condition was not in the position to be photographed.

9. Chairman John Bohnen recused himself from the public hearing. Chairman Bohnen announced that he has been a long-time neighbor of the Applicants and felt he was too close to the situation to participate with the other Commissioners at the public hearing. Chairman Bohnen later spoke briefly during the public hearing as a resident and private citizen regarding the Subject Building. He opined, based on his experience as a realtor, that the Subject Property had not been marketed to the fullest extent in order to sell it. He also requested to have documents illustrating comparable sales to the Subject Building entered into the record. The documents were received into the record by the Commission and are attached hereto as Objector’s Group Exhibit 1.

10. Commissioner Jim Prisby disclosed at the beginning of the public hearing that in 2007, he worked as the architect on a home addition for a relative of the Applicant. Commissioner Prisby did not believe that his work with the Applicant’s relatives made him ineligible to participate in the public hearing, as he was still able to act fairly and impartially, but he wanted to note his prior work with the Applicant’s relatives on the record.
11. Certain Commissioners felt that the Applicants had failed to satisfy the standards necessary to withdraw the landmark status, because there was no financial or empirical evidence of the hardship that the Applicants alleged. Additionally, other Commissioners were concerned that there had been a lack of effort in marketing the Subject Property because it had not been publicly listed and the private real estate listing contained no photographs.

12. The Historic Preservation Commission found, based on the Application and the evidence presented at the public hearing, that the Applicants failed to satisfy the standards in §14-4-1(E) of the Village Code applicable to withdrawal of the designation of the landmark status for financial hardship. Among the evidence considered and relied upon by the Historic Preservation Commission were the testimony given by the Applicants and family members, as well as the Applicant’s application and supporting documents, copies of which are attached hereto as **Group Exhibit A**, and **Objector’s Group Exhibit 1**. A motion was made and seconded that the request to withdraw the landmark designation on the Subject Building not be recommended for approval to the Village Board of Trustees. The vote on the motion to not recommend withdrawal was four (4) in favor, zero (0) opposed, and (1) abstention.

II. RECOMMENDATION

The Village of Hinsdale Historic Preservation Commission, on a vote of four (4) “Ayes,” zero (0) “Nays”, one (1) absent, and one (1) abstention, **DOES NOT RECOMMEND** that the President and Board of Trustees approve the Applicants’ request to withdraw the landmark designation on the Subject Building located at 244 E. First Street.

HINSDALE HISTORIC PRESERVATION COMMISSION

By: Chairman Pro Temp

Dated this 7th day of February, 2018.
October 3, 2017

RE: 244 E First Street, Request to Withdraw Landmark

To Whom it May Concern:

Nancy and I are requesting to have the landmark designation withdrawn from the property located at 244 E First Street Under 14-4-1 section E Financial Hardship.

Nancy and I decided to Landmark our property long before the village created Historic Districts. We did this out of our desire to raise awareness and create appreciation for historic architecture at the height of the teardown phenomenon of the 1990s. The Historic Preservation Ordinance was a Voluntary Ordinance at the time, and we were told designating our home a landmark under the ordinance was not binding as in other communities that had more strict ordinances. We were also reassured that we could have this designation removed should we ever change our minds. At the time we fully believed our decision would help enhance not only our own property value but would also increase the property values in the area. We were fortunate that East First Street had not seen any major changes to its housing stock in over seventy years, and older homes like ours were still commanding high property values. However, more recently we have seen our streetscape change and the value of older homes like ours decline. The 19th century home across the street was torn down and we have been looking at an empty lot for over a year now. Another 19th century home catty-corner to us has been on the market for over two years and remains without a buyer.

We are appealing to you now because eight months ago my wife Nancy was suddenly and unexpectedly diagnosed with Stage 3 cancer of the esophagus. Given the unexpected turn of events in our lives and the need to have a home better equipped for her illness, we put our home on the market. Our deepest hope is and always will be to sell the home if possible to someone who will restore the home back to its original luster. In the past six months we have spoken with two parties who would be interested in purchasing and restoring the home. Both parties are well funded and have a good history of taking on these projects, however they have also indicated to us that they simply have no interest purchasing the house at any price with the current Landmark Designation.
Our home is our single largest asset. We find ourselves in a position where we need to sell our home in a reasonable time frame and Real Estate Agents and investors are requesting we remove the Landmark Status from our property to facilitate or home sale. We are concerned that the Landmark status will increase the time our home sits on the market waiting for a buyer and we will be forced to accept a significantly lower sale price which will greatly affect our financial retirement security.

We plan to market the home and highlight its historic value. We absolutely have no interest in marketing the home for lot value. It goes against all that we love and value in our home. We are confident that since our home is now located in a historic preservation district the next owner will be required to appear in front of the Hinsdale Preservation Committee with any rehabilitation plans the town will do what the Historic Preservation Ordinance intended: act as an educational resource and provide guidance during restoration from experts in their field and in our lovely town’s history. These recommendations will be VOLUNTARY not binding and we believe this is what the original law intended and it was only when we put our home on the market that we learned this was not the case.

It is important for me to point out that we never took advantage of any potential tax savings by way of Landmark status. We have a plaque and a lot of pride is all. We have dearly loved our home of the last 46 years, and we are hoping to find another owner who will restore it and enjoy it for the next fifty.

Respectfully,

Warren W. Furey, MD
October 5, 2017

Historic Preservation Commission
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Re: Application of Drs. Warren & Nancy Furey

Dear Chairman:

I am writing on behalf of my clients, Drs. Warren and Nancy Furey, who have filed an application to have their home at 244 East First Street removed from landmark status. The reason is based on economic hardship. Based on my knowledge of Warren and Nancy’s financial situation, they will be highly dependent on the proceeds from the sale of 244 to sustain themselves given that they are now both retired. Given recent medical issues, there is even greater concern. We believe that this is truly a case of economic necessity.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 

Gerald E. Kubasaki

29972397.1108888-04549
The marketing at 244 E 1st St Hinsdale for Warren and Nancy Furey has not produced any possible buyers. The potential clients that have expressed an interest have all ruled it out due to the Landmark Status. The impact to the value of the home will be dramatic. Given the home needs extensive work any potential buyer will be impacted by the landmark status. The risk a buyer would need to undertake in dealing with this comes at a steep price and may require a substantially longer marketing period to find that right buyer. I am sorry as this will most likely cause a significant financial hardship for Warren and Nancy Furey at this most vulnerable time in their lives.

Please call to discuss at any time. Will continue to look for that one buyer in the mean time.

Sincerely,

Carrie Kenna
Exhibit C Side Photo
EXHIBIT A

Legal Description

LOT 1 OF JULIA PHELPS RESUBDIVISION, A RESUBDIVISION OF LOT 1 BEING A PART OF THE SUBDIVISION OF THE NORTHEAST QUARTER OF BLOCK 6 OF WILLIAM ROBBIN'S FIRST ADDITION, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID JULIA PHELPS RESUBDIVISION, RECORDED OCTOBER 13, 1955 AS DOCUMENT 776804, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 244 East First Street, Hinsdale, Illinois 60521

Property Identification Number: 09-12-208-014
 MLS #: 08110300  Prepared By: Josie Gallagher, ABR  I County Line Properties, Inc.  11/13/2017  12:32 PM

Pre Plan Review available on request.
Agent Remarks; Note significant price reduction on this beautiful home. Perfect restoration project or build new. The neighborhood values support either agenda. Storage

Interior Property Features:

Exterior Property Features:

Square Footage Comments:

Remarks: Unique opportunity to own a premier, historically significant Southeast Hinsdale property. Although sold "as is", this home is in excellent condition. hardwood

School Data:

Assessments:

Tax:

Miscellaneous:

### Room Name | Size | Level | Flooring | Win/Trmt | Room Name | Size | Level | Flooring | Win/Trmt
--- | --- | --- | --- | --- | --- | --- | --- | --- | ---
Living Room 18X37 | Main Level | Carpet | Curtains/Drapes | Master Bedroom 18X25 | 2nd Level | Carpet | Curtains/Drapes | 2nd Level
Dining Room 18X21 | Main Level | Carpet | Curtains/Drapes | 2nd Bedroom 12X18 | 2nd Level | Carpet | Curtains/Drapes | 2nd Level
Kitchen 22X31 | Main Level | Terracotta Blinds | 3rd Bedroom 14X18 | 2nd Level | Carpet | Curtains/Drapes | None | 2nd Level
Basement Room | 18X21 | None | None | Laundry Room 18X21 | Basement | Carpet | Curtains/Drapes | 12X18 | 2nd Level
Sth Bedroom 9X9 | 2nd Level | Carpet | None | Recreation Room 23X30 | Basement | Screened Porch 12X20 | None | Shades

### Interior Property Features:

Bar-Wet, Hardwood Floors, Balcony, Porch, Porch Screened, Storage Shed, Storms/Screens

### Exterior Property Features:

### Additional Rooms:
Sth Bedroom, Foyer, Recreation Room, Screened Porch, Roof: Asphalt/Glass (Shingles)

### General Info:
none

### Sale Terms:
none

### Asmt Incl:
none

### Contingency:
none

### Concessions:
none

### HERS Index Score:
Not Applicable

### SF Source:
Appraiser

### Listing:
Asking Price: $2,000,000

### List Agent:
Josie Gallagher, ABR

### Lot Size:
.8 acre of lush, professionally landscaped grounds. Designed by renowned architect E.E. Roberts in 1908. Walk to everything.

### Parking:
Garage

### Remarks:

Agent Remarks: Note significant price reduction on this beautiful home. Perfect restoration project or build new. The neighborhood values support either agenda. Storage shed large enough to accommodate a fifth car. Pre Plan Review available on request.

### Notices:

Copyright 2017 MRED LLC - The accuracy of all information, regardless of source, including but not limited to square footage and lot sizes, is deemed reliable but not guaranteed and should be personally verified through personal inspection by and/or with the appropriate professionals.

### Notice:
Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.
### Listing Summary

**Address:** 231 E Third St

**MLS No:** 08110305

- **Cur. Status:** CANC
- **Type:** Land
- **List Price:** $2,195,000
- **Sold Price:** $2,199,000
- **Rent Price:** $0

**List Date:** 07/09/2012
**List Agent:** 224285
**List Office:** 22124
**LMT:** 368

**Listing Summary**

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- **List Price:** $2,195,000
- **Sold Price:** $2,000,000
- **List Date:** 07/09/2012
- **List Agent:** 224285
**List Office:** 22124
**LMT:** 298

### Listing Summary

**MLS No:** 07958298

- **Cur. Status:** CANC
- **Type:** Land
- **List Price:** $2,399,000
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- **Rent Price:** $0
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- **List Agent:** 224285
**List Office:** 22124
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12.13.17 HPC Meeting

HPC-10-2017 Findings - Objector's Group Exhibit 1
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- **List Price:** $2,399,000
- **Orig. LP:** $3,750,000
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*Listings that closed or went off-market prior to 01/01/2007 are not included in this report.*
Remarks: Location, Location, Location! This Elegant home is a 10 Plus Location, Stately 2 story Traditional home in coveted Southeast Hinsdale. Gracious and generously sized living and dining rooms, a welcoming wood burning fireplace in the living room, gleaming hardwood floors laid in herringbone pattern, French doors leading to manicured private fenced back yard that boasts a heated in-ground pool, brick terraces and raised flower beds. A private paneled study with walls lined with bookshelves and 4 spacious bedrooms. A full finished basement, wide open and will be ready for whatever you might want to do. This lovely home has had some updates. The home has been claimed to be historical; it can be remodelled, expanded thru the Historical Review Committee process of the Village of Hinsdale.

School Data
Elementary: Oak (181)
High School: Hinsdale Central (86)

Assessment
Amount: $23,176.94
Tax
Miscellaneous
Waterfront: No
SF Source: Assessor

Square Footage Comments:

Room Name Size Level Flooring Win Trmt Room Name Size Level Flooring Win Trmt
Living Room 25X15 Main Level Hardwood Master Bedroom 25X12 2nd Level Carpet
Dining Room 14X13 Main Level Hardwood 2nd Bedroom 13X13 2nd Level Carpet
Kitchen 14X10 Main Level Ceramic Tile 3rd Bedroom 11X11 2nd Level Carpet
Family Room Not Applicable Master Bedroom 25X12 2nd Level Carpet
Laundry Room Study 15X11 Main Level Hardwood Breakfast Room 8X8 Main Level Hardwood

Interior Property Features: Hardwood Floors
Exterior Property Features: Brick Paver Patio, Pool In-Ground, Storms/Screens

Age: 51-60 Years
Type: 2 Stories
Style: Traditional
Exterior: Frame
Air Cond: Central Air
Heating: Gas, Forced Air
Kitchen: Eating Area-Table Space
Appliances: None
Dining: Separate
Attic: Full, Pull Down Stair, Unfinished
Basement Details: Finished
Bath Ann: None
Fireplace Details: Wood Burning
Fireplace Location: Living Room
Electricity: 200+ Amp Service
Equipment: Humidifier, TV-Cable, Security System

Additional Rooms: Breakfast Room, Study
Garage Ownership: Owned
Garage Type: Attached
Garage Details: Garage Door Opener(s), Transmitter(s)
Parking On Site: Parking Details: Driveway:
Parking Ownership: Parking Details: Drive:
Foundation: Exterior Fin:
Disability Access: No
Disability Details: Disability Access: No
Exposure: S, E, W
 nộp: 90320903
List Date: 09/03/2015
List Price: $1,299,000
Sold: $1,089,000

Agent Remarks: Vacant - EASY TO SHOW! Pre-plan Review and Survey in additional information. Claimed to be Historical home will be conveyed "as-is", One another 1,341 square feet of living space. Very private back yard with an abundance of mature trees and privacy fences.

Internet Listing: Yes
WOW AVP: Yes
WOW Comments/Reviews: Yes
Holds Earnest Money: Yes
Addl. Sales Info.: None
Contact Name: Contact Name: None
Address on Internet?: Yes
Agent Notices: Agent Notices: None
Phone: Phone: None
Email: jeff@jeffjensen.com
Agent Owned/Interest: No

Agent Remarks: Vacant - EASY TO SHOW! Pre-plan Review and Survey in additional information. Claimed to be Historical home will be conveyed "as-is", One another 1,341 square feet of living space. Very private back yard with an abundance of mature trees and privacy fences.

Copyright 2017 MRED LLC - The accuracy of all information, regardless of source, including but not limited to square footage and lot sizes, is deemed reliable but not guaranteed and should be personally verified through the personal inspection by and/or with the appropriate professionals.

NOTICE: Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.
**Listing & Property History Report**

**Address:** 120 S Elm St

**Total Days on Market:** 132

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</table>

> Listings that closed or went off-market prior to 01/01/2007 are not included in this report.
**MLS Agent Remarks:** Basement and 2nd floor laundry, kitchen. **Buyers must have their agent present for all showings**

**Interior Property Features:** Bar-Dry, Hardwood Floors

**Exterior Property Features:** Patio, Greenhouse, Dog Run &/or Invisible Fence, Brick Paver Patio, Pool In-Ground, Grill-Outdoors

---

**MLS #:** 08728480  
**List Date:** 09/15/2014  
**List Price:** $2,700,000  
**Org List Price:** $2,806,000  
**Sold Price:** $2,500,000

**Address:** 134 S Park Ave, Hinsdale, IL 60521

**Directions:** Garfield to Third, east on Third to Park, north on Park to house

**Sold by:** Shannon Courtemanche (239770) / Berkshire Hathaway HomeServices Rainbow/Blue (24687)

**Closed Date:** 04/30/2016  
**Financing:** Conventional

**Assessments:**

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<th>Level</th>
<th>Floor Type</th>
<th>Wall Type</th>
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<th>Wall Type</th>
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<td>Curtains/Drapes</td>
<td>Master Bedroom 15X22</td>
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<tr>
<td>Dining Room 15X12</td>
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<td>Curtains/Drapes</td>
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<tr>
<td>Kitchen 16X12</td>
<td>Main Level</td>
<td>Hardwood</td>
<td>Shades</td>
<td>3rd Bedroom 13X14</td>
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<tr>
<td>Family Room 11X12</td>
<td>2nd Level</td>
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<td>Office 11X12</td>
<td>3rd Level</td>
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<td>Utility Room-Lower 10X15</td>
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<tr>
<td>Laundry Room 15X10</td>
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<td>2nd Level</td>
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<td>5th Bedroom 13X15</td>
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<td>Foyer 11X12</td>
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<td>Hardwood</td>
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<td>Family Room 21X25</td>
<td>3rd Level</td>
<td>Carpet</td>
<td>Curtains/Drapes</td>
</tr>
</tbody>
</table>

---

**School Data**

- **Elementary:** Oak (181)
- **Junior High:** Hinsdale (181)
- **High School:** Hinsdale Central (86)

---

**Remarks:** "Decorators Show House". Over one acre of lush landscaped grounds including a pool, cabana, outdoor kitchen, children's playhouse and greenhouse located within two blocks from the heart of Hinsdale and Metra. House has been used to film a television commercial and major motion picture. Original stained glass windows and doors, exquisite millwork and moldings.

---

**Square Footage Comments:**

- Additional Rooms: 5th bedroom, Foyer, Office, Pantry, Play Room, Sun/Florida Room 15X20, Basement Other None
- Master Association: No
- Internet Listing: Yes
- Remarks on Internet?: No
- Agent Notices: None
- Special Comp Info: None
-剂 Remarks: Basement and 2nd floor laundry, 2 stairways, central vac, private well for 11 zone sprinkler system and pool, no watering restrictions, 2 ovens and sinks in kitchen. **Buyers must have their agent present for all showings**

---

**Internet Listing?: Yes**

**VOW AVH?: No**

**Listing Type:** Exclusive Right to Sell

**Coop Comp:** 2.5% - $260 (on Net SP)

**Showing Info:** Call listing agent for all appointments

---

**Agent Contact Info:**

- **Owner:** Ryan O'Neill
- **BROKER:** Village Southby's (22296)
- **List Agent:** Catherine Burns (22296)
- **Co-list:**

---

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**NOTICE:** Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.

---

**Prepared By:** Josie Gallagher, ABR | County Line Properties, Inc. | 12/13/2017 12:46 PM

---

**MLS #: 08728480**

---

**12.13.17 HPC Meeting**

---

**HPC-10-2017 Findings - Objector's Group Exhibit 1**
## Listing & Property History Report

**Address:** 134 S Park Ave  
**Total Days on Market:** 747

### Listing Summary

| MLS No:       | 08728480  
|---------------|-----------
| Cur. Status:  | CLSD      
| Type:         | Detached Single  
| List Price:   | $2,700,000  
| Orig. LP:     | $2,800,000  
| Sold Price:   | $2,500,000  
| List Date:    | 09/15/2014  
| List Office:  | 22924  
| LMT:          | 594  

### Listing History

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<td>STATUS: NEW -&gt; ACTV</td>
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<td>STATUS: DRF -&gt; NEW</td>
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### Listing Summary

| MLS No:       | 08587172  
|---------------|-----------
| Cur. Status:  | CANC      
| Type:         | Detached Single  
| List Price:   | $2,849,000  
| Orig. LP:     | $2,950,000  
| Sold Price:   | $2,849,000  
| List Date:    | 04/16/2014  
| List Agent:   | 238105  
| List Office:  | 24966  
| LMT:          | 153  

### Listing History

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</table>

*Status and price changes are only displayed for updates that occurred after 12/09/2003.*
MLS #08735304  List Price: $2,290,000  Orig. List Price: $2,295,000  Sold Price: $2,000,000

Remarks: Southeast Hinsdale-Spectacular Southern flair, richly renovated and ready for YOU! Experience the love & attention current owners lavished on this very special offering. Awaiting your personal touches: 10 1/2 ft ceilings on first level, amazing hardwoods, crown molding, addition follows time-period essential details. Finished lower level and 3rd level, amazing space.

School Data
Elementary School: Oak (181)
High School: Hinsdale Central (186)

Assessments
Property Assessments: $36,283
Mult. PINs: SF
Special Assessments: No
Tax Year: 2013

Square Footage Comments:

Interior Property Features: Vaulted/Cathedral Ceilings, Skylight(s), Sauna/Steam Room, Bar-Wet, Hardwood Floors
Exterior Property Features: Patio, Porch, Brick Paver Patio

Room Name Size Level
Living Room 17X32 Main Level
Dining Room 12X24 Main Level
Kitchen 16X19 Main Level
Family Room 22X24 Main Level
Laundry Room 17X9 Lower
5th Bedroom 40X30 Third Level
Library 15X15 Main Level
Sun/Florida Room 17X10 Lower
Exercise Room 18X23 Lower

Floors: Hardwood

Window Treatments: Blinds

Living Room 17X32 Main Level
Dining Room 12X24 Main Level
Kitchen 16X19 Main Level
Family Room 22X24 Main Level
Laundry Room 17X9 Lower
SuiteFlorida Room 17X10 Lower
Exercise Room 18X23 Lower

Bedrooms: 5
Basement: Full, English

Roof: Asphalt/Glass (Shingles)
Swim: Sawyer-Public
Water: Lake Michigan
Const. Opt.: General Info: School Bus Service, Commuter Train
Amenity: Sidewalks
Agent Info: None
HERS Index Score: None
Green Rating Source: None
Green Discl: None
Sewer: Sewer-Public
Water: Lake Michigan

Additional Rooms: 5th Bedroom, Exercise Room, Foyer, Gallery, Library, Recreation Room, Sitting Room, Sun/Florida Room Heated, Other

Agent Remarks: Buyer's Agent must accompany. Please note new pictures, show your clients!
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- **STATUS: ACTV -> PCHG**
  - **PCHG** $2,675,000  03/19/2014  Call Broker
- **LIST_PRICE: $2,987,500 -> $2,675,000**
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- **STATUS: DRF -> NEW**
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*Listings that closed or went off-market prior to 01/01/2007 are not included in this report.*
## Detached Single

**Status:** CLSD  
**List Date:** 05/23/2006  
**Address:** 343 E First Street, Hinsdale, IL 60521  
**MLS #:** 06150329  
**List Price:** $1,699,000  
**List Date:** 05/23/2006  
**SOLD Price:** $1,650,000  
**List Agent:** Richard Roudebush  
**Team:**  

### Exterior Property Features:
- **Countertops:** Hardwood Floors  
- **Room to Roam:** With so Very Much More! Truly a "MUST SEE" Home for All Prairie Style Lovers!  

### Remarks:
- **FRANK LLOYD WRIGHT INSPIRED & JIM THARP DESIGNED PRAIRIE STYLE HOME IN A WONDERFUL SOUTHEAST HINSDALE LOCATION**  
- **CONVENIENT TO ALL VILLAGE AMENITIES.** Exceptional 120' x 160' Lot.  
- **EXCEPTIONAL 120' X 160' LOT.** Convenient to all village amenities. Exceptional 120' x 160' Lot.

### School Data Assessments:
- **Remarks:**   
  - High School: Hinsdale Central (86)  
  - Special Assessments: Tax Miscellaneous  
  - Special Service Area: Tax Year 2004  
  - Bldg. Assess. SF:  
  - Special Service Area: Tax Year #:  

### Square Footage Comments:
- **Remarks on Internet?:** Yes  
- **Locked Box:** Keybox - Call First - Then Show

### Interior Property Features:
- **1st Floor Bedroom**  
- **Basement:** Partial  

### Additional Rooms:
- **5th Bedroom**  
- **Breakfast Room**  
- **Den**  
- **FAM**  
- **Foyer**  
- **Gallery**  
- **Office**  
- **Recreation Room**  
- **Screened Porch**  
- **3rd Bedroom**  
- **4th Bedroom**  
- **2nd Bedroom**  
- **Master Bedroom**  
- **Win Trmt**

### Appliance Details:
- **Oven/Dishwasher, Refrigerator, Washer, Dryer**

### Ceiling Details:
- **Separate**

### Attic Details:
- **Basement Details:** Partially Finished  
- **Disability Details:** No  
- **Disability Access:** No  

### Bath Details:
- **Whirlpool, Separate Shower, Double Sink**  
- **Disability Details:** No  

### Basement Details:
- **Full**  
- **Partially Finished**

### Driveway Details:
- **Brick**

### Fireplace Details:
- **Wood Burning**

### Foundation Information:
- **Concrete**

### Green Feats:
- **HERS Index Score:**

### Heating Details:
- **Gas, Forced Air, Zoned**

### Kitchen Details:
- **Eating Area-Table Space, Island, Pantry**

### Laundry Room Details:
- **Parquet**

### Office Details:
- **23X13 Main Level**

### Exterior Directories:
- **GARFIELD (S. OF R.R. TRACKS) TO FIRST, EAST**

### Agent Information:
- **Contact Info:** 630-308-1236

---

**Agent Remarks:**

### Internet Listing:
- **VOW AVM:**
- **Exclusive Right to Sell:**
- **Coop Comp:** 2.25% - $100

### Showing Instructions:
- **KEYBOX - CALL FIRST - THEN SHOW**

### Remarks:
- **On Internet?:** Yes  
- **VOW Comments/Reviews:**
- **Holds Earnest Money:**
- **Addl. Sales Info:**

---

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**NOTICE:** Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.
## Listing & Property History Report

**Address:** 343 E First Street  
**Total Days on Market:** 192

### Listing Summary

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</table>

*Status and price changes are only displayed for updates that occurred after 12/09/2003.*
**Remarks:** Classic vintage Hinsdale, located in a prime SE location. Only the third owner in over 100+ years has spent the last 27 years preserving and updating this very special home accentuating the architectural charm while bringing it mechanically into the 21st century. Truly the best of both worlds - updated vintage - awaits your approval.

**School Data Assessments**
- Elementary: Oak (181)
- Junior High: Hinsdale (181)
- High School: Hinsdale Central (06)

<table>
<thead>
<tr>
<th>Room Name Size</th>
<th>Level</th>
<th>Flooring</th>
<th>Win Tract</th>
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<tbody>
<tr>
<td>Living Room X13X13</td>
<td>Main Level</td>
<td>Hardwood</td>
<td>3rd level</td>
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<tr>
<td>Dining Room X17X15</td>
<td>Main Level</td>
<td>Hardwood</td>
<td>2nd level</td>
</tr>
<tr>
<td>Kitchen X17X13</td>
<td>Main Level</td>
<td>Hardwood</td>
<td>2nd level</td>
</tr>
<tr>
<td>Family Room X24X16</td>
<td>Main Level</td>
<td>Hardwood</td>
<td>2nd level</td>
</tr>
<tr>
<td>Laundry Room X8X6</td>
<td>2nd Level</td>
<td>Ceramic Tile</td>
<td>2nd level</td>
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<tr>
<td>5th Bedroom X14X13</td>
<td>2nd Level</td>
<td>Hardwood</td>
<td>2nd level</td>
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<tr>
<td>6th Bedroom X18X11</td>
<td>2nd Level</td>
<td>Carpet</td>
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</tr>
<tr>
<td>Master Bedroom X25X16</td>
<td>Master Bedroom</td>
<td>Hardwood</td>
<td>2nd level</td>
</tr>
</tbody>
</table>

**Additional Rooms: 5th Bedroom, 6th Bedroom, 7th Bedroom, Breakfast Room**

**Exterior Property Features: Bar-Wet, Hardwood Floors, 2nd Floor Laundry**

**Agent Remarks: No Close, No Commission. Buyers Agent Must Accompany.**

**Internet Listing:** A
- MLS #: 07953233
- List Price: $1,685,000
- Owner: OR

**Showing Info:**
- Owner: OR
- Broker: County Line Properties, Inc.
- List Agent: Penny Bohnen, CRS (224244)
- Collateral: John Bohnen (224244)

**Agent Notices:**
- MLS # 07953233
- Preprinted Remarks: No
- Internet Remarks: Yes
- Special Remarks: None
- Coop Comp Info: None
- Expiration Date: 02/28/12
- Contact Name: Penny Bohnen, CRS (221244)
- Ph #: (630) 789-3030
- Email: penny.bohnen@clphomes.com

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Prepared By: Josie Gallagher, ASP | County Line Properties, Inc. | 12/13/2017 12:55 PM
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*Status and price changes are only displayed for updates that occurred after 12/09/2003.
Elementary: OAK  
Middle: HINSDALE MIDDLE SCHOOL  
High: HINSDALE CENTRAL

**Lot Dimensions:** 174 X 254  
**Lot Size:** 1.0-1.99 Acres  
**Acres:** 1.0479

- **Waterfront:** No
- **Directions:** County Line Road, West on Sixth Street to home

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<td>Parquet</td>
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<tr>
<td>Kitchen</td>
<td>11X23</td>
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<td>Parquet</td>
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<tr>
<td>Family Room</td>
<td>17X33</td>
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<td>Parquet</td>
<td>Parquet</td>
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<tr>
<td>Laundry Room</td>
<td>8X8</td>
<td>Main Level</td>
<td>Parquet</td>
<td>Parquet</td>
</tr>
<tr>
<td>Master Bedroom</td>
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<tr>
<td>Water</td>
<td>Lake Michigan</td>
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**Remarks:** History abounds in this Hinsdale Classic, built by William Robbins, the founder of Hinsdale. Loving ...

**Agent Remarks:** Listing Agent Must Accompany All Showings. Buyer's Agent Must Accompany All Showings. No close, no ...

**Listing Type:** Exclusive Right to Sell  
**Sp. Comp. Info.:** None  
**Cooperative Compensation:** 2.5%+350 (on Gross SP)  
**Showing Instructions:** Pls call or let Penny at 630-279-8916 to make appt. Advance notice.

**Owner:**
- **Name:**
- **Owner's Phone:**
- **Owners Phone:**
- **Agent Phone:**
- **Agents Additional Contact #:**

**List Agent:**
- **Name:** John Bohnen  
- **ID #:** 223687  
- **Email:** John.Bohnen@CLPhomes.com

**List Office:** County Line Properties, Inc.  
**ID #:** 22124

**Co-Lister:** Penny Bohnen, CRS (221244), (630) 272-8916  
**Agents Additional Contact #:** penny.bohnen@clphomes.com

**List Date:** 02/06/2015  
**Contract:** 09/28/2015  
**Closed Date:** 03/01/2016  
**Original List Price:** $2,250,000  
**Listing Market Time:** 235

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Prepared By: Josie Gallagher, ABR | County Line Properties, Inc. | 12/13/2017 12:52 PM
### Listing & Property History Report

**Address:** 425 E 6th St

**Total Days on Market:** 159

#### Listing Summary

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#### Listing History

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- STATUS: CTG -> CLSD
- STATUS: ACTV -> CTG
- STATUS: PCHG -> ACTV
- LIST_PRICE: $2,359,000 -> $2,250,000
- RP: $0
- STATUS: ACTV -> PCHG
- STATUS: NEW -> ACTV
- STATUS: DRF -> NEW

### Listing History

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<tr>
<td>PCHG</td>
<td>$2,250,000</td>
<td>06/22/2015</td>
<td>Call Broker</td>
</tr>
<tr>
<td>ACTV</td>
<td>$2,359,000</td>
<td>04/29/2015</td>
<td>Call Broker</td>
</tr>
<tr>
<td>NEW</td>
<td>$2,359,000</td>
<td>04/23/2015</td>
<td>Call Broker</td>
</tr>
</tbody>
</table>

### Change Description

- STATUS: CTG -> CLSD
- STATUS: ACTV -> CTG
- STATUS: PCHG -> ACTV
- LIST_PRICE: $2,359,000 -> $2,250,000
- RP: $0
- STATUS: ACTV -> PCHG
- STATUS: NEW -> ACTV
- STATUS: DRF -> NEW

### Total Days on Market: 159

**HPC-10-2017 Findings - Objector's Group Exhibit 1**
Sold Price:
List Date: 05/01/2014
List Agent: 223687
List Office: 22124
LMT: 125

*Status and price changes are only displayed for updates that occurred after 12/09/2003.
October 3, 2017

RE: 244 E First Street, Request to Withdraw Landmark

To Whom it May Concern:

Nancy and I are requesting to have the landmark designation withdrawn from the property located at 244 E First Street Under 14-4-1 section E Financial Hardship.

Nancy and I decided to Landmark our property long before the village created Historic Districts. We did this out of our desire to raise awareness and create appreciation for historic architecture at the height of the teardown phenomenon of the 1990s. The Historic Preservation Ordinance was a Voluntary Ordinance at the time, and we were told designating our home a landmark under the ordinance was not binding as in other communities that had more strict ordinances. We were also reassured that we could have this designation removed should we ever change our minds. At the time we fully believed our decision would help enhance not only our own property value but would also increase the property values in the area. We were fortunate that East First Street had not seen any major changes to its housing stock in over seventy years, and older homes like ours were still commanding high property values. However, more recently we have seen our streetscape change and the value of older homes like ours decline. The 19th century home across the street was torn down and we have been looking at an empty lot for over a year now. Another 19th century home catty-corner to us has been on the market for over two years and remains without a buyer.

We are appealing to you now because eight months ago my wife Nancy was suddenly and unexpectedly diagnosed with Stage 3 cancer of the esophagus. Given the unexpected turn of events in our lives and the need to have a home better equipped for her illness, we put our home on the market. Our deepest hope is and always will be to sell the home if possible to someone who will restore the home back to its original luster. In the past six months we have spoken with two parties who would be interested in purchasing and restoring the home. Both parties are well funded and have a good history of taking on these projects, however they have also indicated to us that they simply have no interest purchasing the house at any price with the current Landmark Designation.
Our home is our single largest asset. We find ourselves in a position where we need to sell our home in a reasonable time frame and Real Estate Agents and investors are requesting we remove the Landmark Status from our property to facilitate or home sale. We are concerned that the Landmark status will increase the time our home sits on the market waiting for a buyer and we will be forced to accept a significantly lower sale price which will greatly affect our financial retirement security.

We plan to market the home and highlight its historic value. We absolutely have no interest in marketing the home for lot value. It goes against all that we love and value in our home. We are confident that since our home is now located in a historic preservation district the next owner will be required to appear in front of the Hinsdale Preservation Committee with any rehabilitation plans the town will do what the Historic Preservation Ordinance intended: act as an educational resource and provide guidance during restoration from experts in their field and in our lovely town's history. These recommendations will be VOLUNTARY not binging and we believe this is what the original law intended and it was only when we put our home on the market that we learned this was not the case.

It is important for me to point out that we never took advantage of any potential tax savings by way of Landmark status. We have a plaque and a lot of pride is all. We have dearly loved our home of the last 46 years, and we are hoping to find another owner who will restore it and enjoy it for the next fifty.

Respectfully,

Warren W. Furey, MD
Historic Preservation Commission  
Village of Hinsdale  
19 E. Chicago Ave.  
Hinsdale, IL 60521

Re: Application of Drs. Warren & Nancy Furey

Dear Chairman:

I am writing on behalf of my clients, Drs. Warren and Nancy Furey, who have filed an application to have their home at 244 East First Street removed from landmark status. The reason is based on economic hardship. Based on my knowledge of Warren and Nancy's financial situation, they will be highly dependent on the proceeds from the sale of 244 to sustain themselves given that they are now both retired. Given recent medical issues, there is even greater concern. We believe that this is truly a case of economic necessity.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: ____________________________

Gerald E. Kubasik
October 24, 2017

Anne and Bob Schultz
733 S Grant St
Hinsdale, IL 60521

Dear Anne and Bob,

The marketing at 244 E 1st St Hinsdale for Warren and Nancy Furey has not produced any possible buyers. The potential clients that have expressed an interest have all ruled it out due to the Landmark Status. The impact to the value of the home will be dramatic. Given the home needs extensive work any potential buyer will be impacted by the landmark status. The risk a buyer would need to undertake in dealing with this comes at a steep price and may require a substantially longer marketing period to find that right buyer. I am sorry as this will most likely cause a significant financial hardship for Warren and Nancy Furey at this most vulnerable time in their lives.

Please call to discuss at any time. Will continue to look for that one buyer in the mean time.

Sincerely,

Carrie Kenna
EXHIBIT A

Legal Description

LOT 1 OF JULIA PHELPS RESUBDIVISION, A RESUBDIVISION OF LOT 1 BEING A PART OF THE SUBDIVISION OF THE NORTHEAST QUARTER OF BLOCK 6 OF WILLIAM ROBBIN'S FIRST ADDITION, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID JULIA PHELPS RESUBDIVISION, Recorder OCTOBER 13, 1955 AS DOCUMENT 776804, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 244 East First Street, Hinsdale, Illinois 60521

Property Identification Number: 09-12-208-014
Attachment 2: Street View of 244 E. 1st Street (facing south on E. First St.)
Attachment 2: Street View of 244 E. 1st Street (facing west on S. Elm St.)
Good morning, Chan...along with the two page “Attachment A” of the original Landmark Application for this home, would you please print and forward this photo to the BOT? It is important to have these three pages in their packet, in addition to notes from the recent public hearing. Awareness of the architectural uniqueness and significance of this property is paramount.

Thanks much...enjoy the holidays!!
Sandy Williams
VILLAGE OF HINSDALE

ORDINANCE NO. 02002-60

AN ORDINANCE DESIGNATING 244 EAST FIRST STREET AS A HISTORIC LANDMARK (HPC CASE No. 07-2002)

WHEREAS, the Village is authorized pursuant to Division 11-48.2 of the Illinois Municipal Code, 65 ILCS 5/11-48.2-1 et seq., to enact ordinances for the purposes of protecting, preserving, enhancing, and regulating buildings, structures, objects, sites, and areas of historical, cultural, or architectural importance; and

WHEREAS, Title 14 of the Village Code of Hinsdale establishes a procedure by which such buildings, structures, objects, sites, and areas can be designated as historic landmarks and historic districts; and

WHEREAS, Drs. Warren and Nancy Furey (the “Applicant”), are the legal owners of the building located 244 East First Street in the Village and legally described in Exhibit A attached
to and made part of this Ordinance by this reference (the "Subject Building"), and they have filed an application seeking to designate the Subject Building, as a historic landmark (the "Application"), and

WHEREAS, pursuant to notice published and mailed in the manner required by the Village Code, the Hinsdale Historic Preservation Commission (the "Commission") conducted a public hearing on September 10, 2002, to consider the Application; and

WHEREAS, after review of all information presented at the September 10, 2002, public hearing, the Commission recommended approval of the Application, as set forth in the Commission's Findings of Fact in HPC Case No. 07-2002; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on September 23, 2002, considered the Application as recommended by the Commission; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have considered the findings and recommendation of the Commission and of the Zoning and Public Safety Committee and determined that it is in the best interests of the Village and its residents to establish the Subject Building as a designated landmark;

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 and made a part of this Ordinance by this reference.

Section 2. Designation as Historic Landmark. The nomination of the Subject Building as a historic landmark is hereby approved and the Subject Building is hereby designated as a historic landmark. The Subject Building shall hereafter by subject to the requirements of Chapter 5 of the Title 14 of the Village Code, as amended from time to time.
Section 3. Notice to Owner of Record and Building Commissioner. The Village Clerk is directed to send notice of the historic designation of the Subject Building to the Applicant, as owner of record, and to the Village Building Commissioner, which notice shall include a copy of this Ordinance.

Section 4. Recordation. The Village Clerk is directed cause a copy of this Ordinance be recorded promptly in the office of the DuPage County Recorder of Deeds.

PASSED this 1st day of October 2002.

AYES: TRUSTEES MILKINT, ELLIS, CICCARONE, LENNOX, BARROW AND BLOMQUIST.

NAYS: NONE

ABSENT: NONE

APPROVED this 1st day of October 2002.

Village President

ATTEST:

Village Clerk

Village of Hinsdale

ORGANIZED

1873

-3-

Attachment 4
EXHIBIT A

Legal Description

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Commonly known as 244 East First Street, Hinsdale, Illinois 60521

Property Identification Number: 09-12-208-014
I, Mary M. Reed, do hereby certify that I am duly qualified and elected Village Clerk of the Village of Hinsdale, Illinois in whose custody are the records of the Village of Hinsdale.

And, I do further certify that the attached is a true and correct copy of An Ordinance Designating 244 East First Street as a Historic Landmark (HPC Case No. 07-2002) passed and approved by the Village Board of Trustees at their regular meeting on October 1, 2002.

WITNESS my hand and seal this 2nd day of October, 2002.

Mary M. Reed
Village Clerk

By: Rosemary Graham
Deputy Village Clerk
I. FINDINGS

1. Drs. Warren and Nancy Furey (the "Applicant") submitted an application under Section 14-3-2 of the Village Code of Hinsdale (the "Village Code") to the Village of Hinsdale ("Village") nominating the 109-year old structure located at 244 East First Street for designation as an historic landmark. The applicant is the owner of record of the Subject Property.

2. The Subject Building is a two and one-half story wood frame and asphalt sided building, constructed in 1893 in the Victorian Renaissance Revival style. During the Great Depression, a portion of the front porch was removed and the coach house was relocated to the residential lot at 129 South Elm Street.

3. The Hinsdale Historic Preservation Commission finds that the Subject Building complies with one or more of the criteria set forth in Section 14-3-1 of the Village Code that shall be considered with a nomination for landmark designation for the following reasons, and specifically notes the following significant features in the exterior architectural appearance of the Subject Building and significant historical facts associated with the Subject Building that should be protected and preserved:

   A. The Subject Building has significant character, interest or value as part of the historic, aesthetic, or architectural heritage of the Village, as set forth in Section 14-3-1A1 of the Village Code, because the Subject Building is located in the original Robbins Park Subdivision and is a rare Chicago example of work by the prestigious architectural firm of Shepley, Rutan and Coolidge, of Boston. This firm was known for its commercial and institutional buildings, including the Art Institute of Chicago and the Chicago Public Library.

   B. The Subject Building is closely identified with a person or persons who significantly contributed to the development of the Village, as set forth in Section 14-3-1A2 of the Village Code, because the Subject Building’s second owner, Alfonso G. Dugan, had a son, Hugh, who was a Hinsdale civic leader and author of Village on the County Line in 1949, which provides insight into the early days of Hinsdale, and History of the Hinsdale Sanitarium and Hospital.
C. The Subject Building represents the notable efforts of an architect or artist whose individual accomplishments has influenced the development of the United States, as set forth in Section 14-3-1A3 of the Village Code, because the renowned architectural firm of Shepley, Rutan and Coolidge, of Boston, designed the building.

D. The Subject Building is an established or familiar visual feature due to its unique location or its singular physical characteristics, as set forth in Section 14-3-1A4 of the Village Code, because the Subject Building is located at an intersection with one of the Village’s few remaining brick paved streets in the historic Robbins Park subdivision.

E. The Subject Building represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction or use of materials as set forth in Section 14-3-1B1 of the Village Code, because the Subject Building represents the Renaissance Revival style. The Subject Building was constructed of balloon framing and has the original wood windows with their original wooden shutters. The Subject Building has large second story eaves with brackets and dentils. The Subject Building has a front porch that was once part of a considerably larger porch. The Subject Building has large, decorative brick chimneys. Asphalt siding was installed over the wood clapboard. In some areas, the asphalt siding has been removed to expose the original wood.

F. The Subject Building embodies elements of design, detail, material, or craftsmanship of exceptional quality as set forth in Section 14-3-1B2 of the Village Code, because the Subject Building, retains many of its original features, as noted above.

G. The Subject Building exemplifies or is one of the few remaining examples of a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction, as set forth in Section 14-3-1B3 of the Village Code, because the Subject Building has had no additions and few alterations in more than fifty years.

II. The Subject Building is an exceptional example of an historic or vernacular style, or is one of the few such remaining properties of its kind in the Village, as set forth in Section 14-3-1-C1 of the Village Code, because the Subject Building is unique as one of the Village’s few remaining examples of a Renaissance Revival style building.

I. The Subject Building is associated with the life or activities of a person or persons who has significantly contributed to or participated in the historic events of the United States, State of Illinois or the Village, as set forth in Section 14-3-1C2 of the Village Code, because, the Subject Building is a rare example of a single-family residence by the prestigious architectural firm of Shepley, Rutan and Coolidge, of Boston.
II. RECOMMENDATION

The Village of Hinsdale Historic Preservation Commission, on a vote of six (6) "Ayes," zero (0) "Nays," one (1) "Absent," and one (1) "Recusing," recommends that the President and Board of Trustees designate the Subject Building, in its entirety, as an historic landmark.

Dated this 27th day of Oct., 2002.

HINSDALE HISTORIC PRESERVATION COMMISSION

Chairman
Commission meeting held today on this matter. The Plan Commission is good with the relocated play area which cannot be seen from Ogden Avenue and will now have a wood chip surface. Two Plan Commissioners still felt that exterior changes to the building were not in keeping with the rest of surrounding buildings, but 12 Salt Creek is already similarly done. President Cauley said their vote was 3-2 on the exterior appearance and 5-0 on the site plan.

Mr. Bill Dvorak, the Director of Development for MidProperties addressed the Board. With the respect to the removal of the shutters, he explained that only 901 and 907 Elm still have shutters. He explained it their intention for all parcels to attract premiere medical providers and they believe these buildings need a facelift. They have gotten a lot of positive feedback from the marketplace appreciating what was done at 12 Salt Creek. MidProperties owns four buildings and one development parcel. The want to keep the character of the buildings, but they need some modernization. The child care facility will be an amenity to the campus.

Mr. Seamus Byrne, architect on the project, described the access to the playground and the fence enclosure. Mr. Dvorak said the black painted galvanized steel overhang will be a less obvious cover element; more subtle. Trustee LaPlaca moved to Approve an Ordinance Approving Site Plans/Exterior Appearance Plans for the Exterior Modifications and Façade Improvements at 901 N. Elm Street.

AYES: Trustees Elder, Angelo, Hughes, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustee Haarlow

Motion carried.

Approve an Ordinance Withdrawing the Landmark Status Designating 319 N. Washington Street as an Historic Landmark

President Cauley introduced the item which was previously addressed at ZPS and the Historic Preservation Commission. HPC was concerned about precedent, and the matter comes to the Village Board from that commission with a vote of 3-2. President Cauley suggested handling this matter apart from an attempt to revise the code. Moving forward we can work with HPC to try to have safety valves to get out of a landmark status, but with some criteria.

Ms. Beth Barrows of 319 N. Washington addressed the Board regarding the process to landmark one’s home, but she doesn’t see this as a preservation issue. Trustee Saigh explained his point of view, a macro look, noting there has been significant construction activity in this area. Some new construction is compatible
with older buildings. Discussion followed regarding preservation efforts in Hinsdale over the last 20-25 years.

Trustee LaPlaca moved to Approve an Ordinance Withdrawing the Landmark Status Designating 319 N. Washington Street as an Historic Landmark. Trustee Elder seconded the motion. Trustee LaPlaca noted this is a voluntary designation. She feels it would be different if the Village mandated it, or it was a commercial property. Further, she believes zoning accommodations to save a house makes more sense for preservation than to force landmark status on them. The Village needs to be creative moving forward to promote reconstruction and renovation. Trustee Hughes commented that if the landmarking tool is to have value it should have teeth.

AYES: Trustees Elder, Angelo, Hughes, LaPlaca
NAYS: Trustee Saigh
ABSTAIN: None
ABSENT: Trustee Harlow

Motion carried.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

STAFF REPORTS

Fire Chief Rick Ronovsky distributed the Fire Department 2013 Annual Report and thanked Firefighter Steve Tullis for his hard work getting it finished. Village Manager Kathleen Gargano stated she is pleased the budget materials have been well received. She thanked the department heads for their hard work; this was a short turn around, but the product will continue to improve. She gave special thanks to Assistant Village Manager/Finance Director Darrell Langlois, Assistant Finance Director Christopher Webber and Interim Special Assistant to the Manager's Office Kathy Katz. Trustee Saigh commented that the budget materials show an outstanding level of professionalism and he hopes residents find their way to it. He commend staff as both a resident and taxpayer.

CITIZENS’ PetITIONS

None.

TRUSTEE COMMENTS

None.
Chan Yu

From: Michael A. Marrs <mamarrs@KTJLaw.com>
Sent: Wednesday, February 07, 2018 2:48 PM
To: Chan Yu
Cc: Lance C. Malina; Kathleen Gargano; Robert McGinnis
Subject: HPC - Standard for Landmark Withdrawal - Section 14-4-1(E)
Attachments: 388974_4.docx; scan.pdf

Chan – As we discussed, it has been brought to our attention that on November 4, 2014, when the Board of Trustees considered an Ordinance adding a financial hardship standard for withdrawal of landmark status at Section 14-4-1(E) of the Village Code, they revised the standard during the meeting. The minutes of that meeting indicate that the Board approved the Ordinance with the standard as revised. The version of the Ordinance that was executed and submitted to the Codifier did not, however, include the revision, and the online version of the Village Code does not therefore accurately reflect Section 14-4-1(E).

The originally proposed standard was: “The owner of the structure, building or site demonstrates that he or she is experiencing significant financial hardship of a nature that has, and will going forward, negatively impact the ability of the owner to adequately maintain the structure, building or site.”

The correct standard as revised and approved by the BOT is: “The owner of the structure, building or site demonstrates that the landmark designation creates significant and continuing financial hardship.”

Attached for distribution to the HPC are the excerpt of the minutes from the November 4, 2014 BOT meeting when the change was made, and the draft Findings of Fact revised to accurately reflect the correct standard.

Michael A. Marrs | Klein, Thorpe and Jenkins, Ltd. | 20 N. Wacker Drive, Suite 1660 | Chicago, IL 60606 | Ph: 312-984-6419 | mamarrs@ktjlaw.com
VILLAGE PRESIDENT'S REPORT

No report.

CONSENT AGENDA

President Cauley explained that Trustee Hughes was intending to pull an item from the Consent Agenda for further discussion. Due to the fact that there are only two items on the Consent Agenda, each item was addressed separately.

ordinance amending title 14 (historic preservation), chapter 4 (withdrawal of landmark designation), relative to standards for withdrawal of landmark designations

Trustee Saigh moved to approve an Ordinance Amending Title 14 (Historic Preservation), Chapter 4 (Withdrawal of Landmark Designation), Relative to Standards for Withdrawal of Landmark Designations. Trustee Elder seconded the motion. Trustee Hughes explained he had concerns regarding Section 14-4-1(E) which is the condition for withdrawal that references financial hardship that will 'negatively impact the ability of the owner to adequately maintain the structure, building or site'. He says this is clear and on the surface makes sense, however, he wondered if the Board wants to be charged with evaluation based this criteria. In order to do so, the Board would need to understand a homeowner's financial hardship and situation and determine whether that will lead to a negative impact on their ability to provide structural maintenance to the property. In addition to administering this aspect of landmark designations, it seems to work against what the Village is trying to accomplish with this designation in the first place.

President Cauley stated his thought was this would be less exacting; people sought out landmark designation voluntarily; the Board would take them at their word if they were having financial issues. Trustee Saigh recalled the original ordinance passed in 2000 where economic hardship could be sited as a reason to remove the designation and it would be up to the property owner to disclose as much as they want, even anecdotally as in the most recent case of the Barrows. President Cauley said the spirit of the change is a middle ground; not a rigorous test, but a standard to allow people out. Trustee LaPlaca said the language about adequate maintenance is unnecessary, and suggested language that is more vague, but states the designation is creating a significant and continuing financial hardship.

Trustee Saigh withdrew his motion on the table. Trustee LaPlaca moved to approve an Ordinance Amending Title 14 (Historic Preservation), Chapter 4 (Withdrawal of Landmark Designation), Relative to Standards for Withdrawal of Landmark Designations, with revised language in Section 14-4-1(E) that states 'the owner of the structure, building or site demonstrates that the landmark designation creates significant and continuing financial hardship'.
Trustee Elder seconded the motion.

**AYES:** Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca and Saigh
**NAYS:** None
**ABSTAIN:** None
**ABSENT:** None

Motion carried.

Refer Application to the Plan Commission for Review and Consideration of a Text Amendment to Section 11-401, as it Relates to Requirements for a Certificate of Zoning Compliance

President Cauley introduced the item; the purpose is to take more routine requests out of the realm of requiring a certificate of zoning compliance. He has trouble with the language in Section 4 because of the double negatives in the section. He suggested clearer language and noted he is not changing the substance, just the language. He suggested Section 4 read as follows: ‘building or other permits pertaining to the construction, reconstruction, remodeling, alteration, or moving of any structure or the use of any land or structure shall not be issued by the village, provided that a Certificate of Zoning Compliance shall not be required for the following uses’. Trustee Saigh pointed out that Items A-I, listed in this section, can be modified, but the Committee felt it would be helpful to provide examples. Trustee LaPlaca moved to Refer Application to the Plan Commission for Review and Consideration of a Text Amendment to Section 11-401, as it Relates to Requirements for a Certificate of Zoning Compliance, including the amendments as outlined by the Village President. Trustee Elder seconded the motion.

**AYES:** Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca and Saigh
**NAYS:** None
**ABSTAIN:** None
**ABSENT:** None

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Accounts Payable

Trustee Hughes moved Approval and Payment of the Accounts Payable for the Period of October 18, 2014 through November 4, 2014 in the aggregate amount of $1,545,859.04 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee LaPlaca seconded the motion.
STATE OF ILLINOIS 
COUNTY OF DU PAGE 

BEFORE THE VILLAGE OF HINSDALE 
HISTORIC PRESERVATION COMMISSION 

IN THE MATTER OF: 
CASE NO. HPC-10-2017 
244 E. FIRST STREET 

REPORT OF PROCEEDINGS had and testimony 
taken at the Withdrawal of Local Landmark 
Designation Public Hearing of the above-entitled 
matter before the Hinsdale Historic Preservation 
Commission, at 19 East Chicago Avenue, Hinsdale, 
Illinois, on the 13th day of December, 2017, at 
the hour of 6:42 p.m. 

COMMISSION MEMBERS PRESENT:

MR. FRANK GONZALEZ, Acting Chairman; 
MS. JANICE D'ARCO, Member; 
MS. SANDRA WILLIAMS, Member; 
MR. JIM PRISBY, Member.
ALSO PRESENT:

MR. LANCE MALINA, Village Attorney;

MR. CHAN YU, Village Planner;

DR. WARREN FUREY,

DR. ANNE SCHULTZ,

MR. BOB SCHULTZ,

MS. CARRIE KENNA,

MR. and MRS. JOHN BOHNEN.

CHAIRMAN GONZALEZ: Okay. Moving forward.

MR. BOHNEN: Because I am a neighbor, I am going to recuse myself from the next item and join my wife in the audience.

MR. PRISBY: Also, it needs to -­

MR. BOHNEN: Is that a motion or we just announce it?

MR. MALINA: No. No. You have stated why you are recusing yourself, so that's duly noted.

MR. BOHNEN: Okay.

MR. MALINA: And as a resident and participant, you can retire to the audience and participate in that manner.

MR. BOHNEN: Will do.

CHAIRMAN GONZALEZ: Okay.

MR. PRISBY: And Frank, I think it needs to be part of the public record that 10 years ago in 2007 I was retained and did an addition for Greg and Jenny Furey in 2007.

CHAIRMAN GONZALEZ: Okay.

MR. PRISBY: However, I don't think that will affect my ability to properly base, you can suggest --

MR. MALINA: You have the letter that we wrote.

DR. SCHULTZ: He won't hear you, I'm sorry.

CHAIRMAN GONZALEZ: Okay. Now --

DR. FUREY: And if you would like, I can read the letter.

DR. SCHULTZ: I'm sorry. Hang on. One second.

Did you have more to say? He just can't hear.

CHAIRMAN GONZALEZ: No. I would like to avail him, if he'd like to speak first.

DR. FUREY: I'm sorry.

CHAIRMAN GONZALEZ: No. You don't --

DR. FUREY: I'm sorry. I'm --

CHAIRMAN GONZALEZ: You don't have to apologize, sir. You are fine. You are completely fine. I have elderly parents, too.

CHAIRMAN GONZALEZ: Yes. You can

Next on the agenda.

MR. MALINA: Yes. That is adequate.

MR. PRISBY: Thank you.

CHAIRMAN GONZALEZ: Okay. Public hearing to withdraw local landmark, Case HPC-10-2017 at 244 East First Street, Request to withdraw the local landmark designation for the home in the Robbins Park Historic District. So, now, I just want to say, as you know already, you have heard this many times is that this is a public hearing. We are an advisory committee. So basically we just provide suggestions and we vote on what we decide. Okay.

Whoever is going to be speaking, if you would, please, get sworn in.

DR. SCHULTZ: He doesn't hear, so I apologize. You have to be sworn in.

CHAIRMAN GONZALEZ: Okay. That's fine.

MR. MALINA: Anyone else who is planning on presenting testimony, stand and raise your right hand to be sworn at this time.

(Dr. Warren Furey, Dr. Anne Schultz, Mr. Bob Schultz and Mr. John Bohnen sworn.)

DR. FUREY: If I should talk, let me know.

CHAIRMAN GONZALEZ: Okay. Public hearing to withdraw local landmark, Case HPC-10-2017 at 244 East First Street, Request to withdraw the local landmark designation for the home in the Robbins Park Historic District. So, now, I just want to say, as you know already, you have heard this many times is that this is a public hearing. We are an advisory committee. So basically we just provide suggestions and we vote on what we decide. Okay.

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MR. MALINA: Anyone else who is planning on presenting testimony, stand and raise your right hand to be sworn at this time.

(Dr. Warren Furey, Dr. Anne Schultz, Mr. Bob Schultz and Mr. John Bohnen sworn.)

DR. FUREY: If I should talk, let me know.

CHAIRMAN GONZALEZ: Okay. Public hearing to withdraw local landmark, Case HPC-10-2017 at 244 East First Street, Request to withdraw the local landmark designation for the home in the Robbins Park Historic District. So, now, I just want to say, as you know already, you have heard this many times is that this is a public hearing. We are an advisory committee. So basically we just provide suggestions and we vote on what we decide. Okay.

Whoever is going to be speaking, if you would, please, get sworn in.

DR. SCHULTZ: He doesn't hear, so I apologize. You have to be sworn in.

CHAIRMAN GONZALEZ: Okay. That's fine.

MR. MALINA: Anyone else who is planning on presenting testimony, stand and raise your right hand to be sworn at this time.

(Dr. Warren Furey, Dr. Anne Schultz, Mr. Bob Schultz and Mr. John Bohnen sworn.)

DR. FUREY: If I should talk, let me know.

CHAIRMAN GONZALEZ: Okay.
DR. SCHULTZ: He reads lips so sometimes he can tell you're talking to him.

CHAIRMAN GONZALEZ: Oh, okay.

DR. SCHULTZ: So if you look at him, it will help a lot.

CHAIRMAN GONZALEZ: Basically you can address us as why you are here. We know what we have read, but we would like to hear it from you.

DR. FUREY: Okay.

CHAIRMAN GONZALEZ: Why you are here and proposing to remove the landmark from your house.

DR. FUREY: Would it be appropriate if I read the letter and paraphrased a little bit?

CHAIRMAN GONZALEZ: You can paraphrase, that's basically fine.

DR. FUREY: That's, you know --

CHAIRMAN GONZALEZ: We read the letter. We know the letter.

DR. FUREY: Thank you, Mr. Gonzalez, board members. Nancy and are requesting to have landmark status removed. We decided long before the Village created historic districts to make it landmark. We did this out of our desire to raise awareness and create appreciation for historic architecture at the height of the teardown phenomenon in the 1990s. The historic preservation ordinance was a voluntary ordinance at the time. We were told designating our home as a landmark was not binding as it could be in other communities. We also were reassured we could have this designation removed should we change our minds.

We fully believed our decision would help enhance not only our property but actually the whole neighborhood. We are fortunate east First Street had not seen major changes to its housing stock in over 7 years. Older homes like ours were still drawing, you know, they were wanted.

However, recently we have seen our streetscape change and the value of older homes like ours has reduced. The 19th century home, the home right across the street from us, the kids played there as kids, was torn down and it's been a vacant lot for a year. Another 19th century home catty-corner to us has been on the market for -- I don't know how long -- over two years.

We are appealing now because eight months ago -- We had a family. Nancy got carcinoma of the esophagus, stage 3, it was sudden and unexpected. We needed to have a home sort of better suited to her needs and her illness. We put our house on the market. And our deep hope is always to sell the home to someone who would restore it back to its original luster. We love the place.

In the past six months, we have spoken with two parties who would be interested in purchasing and restoring the home. However, they also indicated they don't have any interest in purchasing the house with the current landmark designation. Our home is our largest single asset. We find ourselves in a position where we need to sell it in a reasonable time and real estate agents and investors are requesting we remove landmark status. We are concerned the landmark status will increase the time our home sits on the market, and we won't get as much for it.

We plan to market the home and highlight its historic value, its architect. And we have no interest in marketing just for the lot value, it goes against all we love and value in our home. We are confident that since our home is now located in the historic preservation district the next owner will be required to appear in front of the Hinsdale preservation committee with any rehabilitation plans. And the town will do what the preservation ordinance intended, act as an educational resource and provide guidance during restoration from experts in their fields in our lovely town's history. These recommendations will be voluntary, not binding. And we think...
this is what the original law intended.

It's important for me to point out
we haven't taken advantage of any potential tax
savings by way of the landmark status. I will
admit I'm very proud of the plaque that we have
and a lot of pride in it. We've dearly loved
our home for 46 years, hoping to find another
owner who will restore it, and enjoy it as well.

Thank you.

CHAIRMAN GONZALEZ: Okay. Thank you.

MR. PRISBY: Thank you.

CHAIRMAN GONZALEZ: I have a number of
questions because in the application if you --
Okay. Since you are claiming financial
hardship, there is going to be some sensitive
questions the board needs to be answered. They
are sensitive. I apologize, but we need to ask.

So I'm going to ask a question.

You can stand right here, fine.

DR. SCHULTZ: Papa, I can tell you what
he's saying. We will tell you. I can tell you
what he's saying. No problem.

He says because it's for financial
hardship he's going to have to ask you some
sensitive questions.

CHAIRMAN GONZALEZ: Okay. We have a
list. Okay. I will begin, and I will speak as
slowly as I can.

DR. SCHULTZ: It would have been nice
to have that list prior to the meeting, but go
ahead.

DR. FUREY: I'm sorry.

CHAIRMAN GONZALEZ: Okay.

DR. SCHULTZ: We have a letter from
the --

MR. PRISBY: I haven't seen this.

CHAIRMAN GONZALEZ: I wrote the list.

It's a personal list.

DR. SCHULTZ: Oh, okay.

CHAIRMAN GONZALEZ: So basically it's a
standard that commissioners work with.

So, okay, what relief or latitude
would you expect to receive if the landmark was
re-sited and how do you perceive that this would
enhance your ability to sell your home? You can
answer that.

DR. SCHULTZ: Can we have --

MR. SCHULTZ: I'll do it. Let me
answer that for you. I think he's not going
to --

Just to help him out, I'm his
son-in-law, Bob Schultz, former trustee. The
letter is pretty clear, the market would be much
stronger without the landmark designation. And
that's why we are seeking to remove it.

CHAIRMAN GONZALEZ: So by simply
removing it, you believe it's going to be more
value; is that it?

MR. SCHULTZ: Yes, absolutely. And
it's more marketable.

CHAIRMAN GONZALEZ: More marketable.

MS. KENNA: Yes, more marketable.

DR. SCHULTZ: Do you want our Realtor
to comment? She's here.

We are having a tough time,
anyone, selling --

MR. SCHULTZ: We have a letter from our
Realtor that also explains that.

CHAIRMAN GONZALEZ: Okay. Well, we may
have questions with the Realtor, too.

The other question is -- Okay.

This is about financial question. Is it correct
that both of you, Mr. and Mrs. Furey, were
practicing physicians for approximately or over
40 years before retiring; correct?

MR. SCHULTZ: Yes, they did.

CHAIRMAN GONZALEZ: Yes. Okay.

MR. SCHULTZ: We have a letter from our
Realtor that also explains that.

CHAIRMAN GONZALEZ: Okay. Well, we may
have questions with the Realtor, too.

The other question is -- Okay.

This is about financial question. Is it correct
that both of you, Mr. and Mrs. Furey, were
practicing physicians for approximately or over
40 years before retiring; correct?

MR. SCHULTZ: That's correct. I have
no idea what that would have to do with
anything.

CHAIRMAN GONZALEZ: Well, I'm asking
the question and you answered. If you choose
not to answer, it's okay.

MR. SCHULTZ: Okay. Okay.

DR. SCHULTZ: Papa, he wants to know if
you practiced as a physician for the last
40 years. It's important to his decision. Did
you and Nancy practice as physicians?

MR. SCHULTZ: Yes, they did.

CHAIRMAN GONZALEZ: Yes. Okay.
DR. FUREY: I just retired because of her illness after 50 years of practice.

CHAIRMAN GONZALEZ: I understand, sir.

Is it accurate that among your real estate holdings you own a farmhouse in Pennsylvania and a summer home in Wisconsin as well as the Hinsdale residence at 244?

DR. FUREY: That's true.

CHAIRMAN GONZALEZ: Okay. Does your current home in Hinsdale have a mortgage?

DR. FUREY: No.

CHAIRMAN GONZALEZ: Okay. Have you considered a reverse mortgage being explored to free up cash?

MR. SCHULTZ: That's absolutely not a question -- The property taxes are $40,000 a year on this home, and the home is not really practical for them to live in at their age. So a reverse mortgage has absolutely nothing to do with the conversation.

CHAIRMAN GONZALEZ: Has a best effort been put forth to try and sell the home? And if so, please list what that effort consisted of.

In other words, what kind of MLS listing?

MR. SCHULTZ: As our real estate agent -- We marketed the home primarily in the private MLS network.

DR. SCHULTZ: He's asking how you sold, how you put the house on the market.

MR. SCHULTZ: And due to Nancy's illness where the property really couldn't be shown, and she was receiving medical attention.

We have also contacted all of the people that have rehabbed and developed homes in the area that would be looking at a project that large.

It's not that many. Two have come forward and talked with us about price and options. And both of them are interested to this day. They just, however, are not interested at any price with any landmark designation.

CHAIRMAN GONZALEZ: Okay. Here is a question, another. Has a teardown scenario been investigated or contemplated?

MR. SCHULTZ: Has a teardown --
1. building, or site is economically viable in its present condition or could be economically viable after completion of appropriate alteration and even if demolition would permit a more profitable use of such site." That's from chapter 5, title 14, Historic Preservation. This is a comment. This is just to give you a sense of how the board, how we perceive various property.

Does anybody else have a question here?

MS. D'ARCO: I just have a question about the effort that's been made to sell the home. I'm a Realtor myself as well. And I've looked on MLS in the private listing, and there is very limited information on the condition of the house, pictures. There is a price and a very, you know, brief description.

But when I think of marketing a property, I think of putting it out to the public. And with all due respect, I understand that there has been health concerns at home.

MR. SCHULTZ: So you being a Realtor, let me ask this question, do you believe that the house with the landmark designation would sell for less or more money? Do you believe that that would -- I mean you see this market today and the house kitty-corner.

MS. D'ARCO: You know, right. So it -- And I will say it depends, right? It depends on the condition of the house. Because there is definitely homes that have sold in the area that are being renovated as we speak.

Even, you know, the house next to 420, the Zoberis' house at 430 was a beautiful renovation and restoration. On First Street that have been done. Tons of potential for it.

MS. D'ARCO: So it's definitely possible, and there is buyers for it. We have the property at 120 East Fifth Street that actually came before the Commission, and it wasn't even landmarked, to be requested to be torn down. And we did not approve that as is, and it's now being worked with. It's just --

MR. SCHULTZ: Well, you will still have that same protection where whoever buys the house, if they do decide to tear it down, they will have to come here.

MS. D'ARCO: They don't. Not without the landmark --

MR. SCHULTZ: They will still have to come here before they do anything.

MS. D'ARCO: They will still have to come to us.

MR. SCHULTZ: Yes.

MS. D'ARCO: But then our purview at that point is purely advisory.

MR. SCHULTZ: Yes.

MS. D'ARCO: We cannot prevent a teardown.

MR. SCHULTZ: Yes. They will also have --

MS. D'ARCO: The only way we can secure no teardown is by having that landmark status in place. And that's where, that's where it becomes the problem.

MS. KENNA: You know, can I answer a couple questions real quick.

MR. SCHULTZ: Sure.

MS. KENNA: In terms of the marketing, we have been very sensitive to the situation that's at the house. And it's not in a position where we wanted to go in and take the interior photos. And you as a Realtor understand that your first -- You have to have the best photos available if you are going to hit the MLS.

That's the first place somebody is going to judge your house is by what they see with the photos. So we are not in a position to have been able to do that. So it's been just in the private, it's been just by word of mouth in terms of contacting those that we know locally have done it. The comments have been that they don't wish to do it. And the reason they don't wish to move forward with purchasing is because of the binding aspect.
Whereas we discussed in the previous case, you know, is it up to you to decide what they want to do in terms of their color or their stone. People are, they are not going to buy something if they don't have a say in what they are going to do with that home. So that's where we have come up against a brick wall in terms of resale. So it's not even the value, it's truly how do we find somebody who is willing to move forward if they have no say in what they can do on their home. It's not going to be up to them. It's up to you.

MS. D'ARCO: Well, they, but they -- We have had several homeowners come to us with proposed changes to their historical homes. And we have agreed to make modifications.

DR. SCHULTZ: Are they landmarked?

MS. KENNA: But that was a -- Were those binding? Were those with landmark status?

DR. SCHULTZ: Because your preservation commissioner's home isn't even landmarked.

MS. D'ARCO: Yes, we actually did. There is a home on First Street.

DR. SCHULTZ: Sandy, is your home landmarked?

MS. WILLIAMS: No.

DR. SCHULTZ: No. Yes, of course.

MS. WILLIAMS: It wouldn't qualify.

DR. SCHULTZ: Oh, yes, it would.

MS. KENNA: And one of those that did come before the board with a landmark status is one that has said they will not, don't wish to move forward because of the experience.

MS. D'ARCO: I understand. I understand. That's a particular --

DR. SCHULTZ: Those are the two buyers --

MR. SCHULTZ: Let's not confuse the point. The next buyer of the house, I think that there will be a very good chance that they will come back to this committee and ask to landmark the home themselves because they could take advantage of the tax, if they were to spend X amount of money, which they will be spending in excess of --

MS. D'ARCO: Then why would they want to unlandmark the home?

MR. SCHULTZ: Because it's done on the, there is no cloud on the title. It's their choice. They can look at it and see when they are done or whatever.

MS. D'ARCO: Well, see, I actually, I think that to be honest -- and maybe this is lack of education and maybe we need to educate more people on it -- but the tax freeze would apply to --

MR. SCHULTZ: We understand that.

MS. D'ARCO: And if it's --

MR. SCHULTZ: But right now the taxes are $40,000 so a freeze doesn't do us any good.

MS. D'ARCO: But so I'm not sure what condition of the home is and how much work needs to be done. But I mean if, if the cost to rehabilitate is 25 percent of the assessor's market value, you are going to get that --

MR. SCHULTZ: It is a benefit. To the buyer. And marketing --

MR. SCHULTZ: And we hope they are going to take advantage, and we are going to try to market it that way. But right now everyone that we have talked to tells us it's the highest and best use would be to remove the landmark status; and based on their financial position, that's what we need to do. And that's why we are here.

MS. D'ARCO: Right. It's a tough position because I understand what's going on.

DR. FUREY: I'm up because I don't hear well.

MS. D'ARCO: No, that's okay. I understand the sensitivities.

DR. FUREY: My thing is the home is --
It's still lovely.

MS. D'ARCO: Right.

DR. FUREY: We find it absolutely beautiful. It's just the young buyer now wants central air and a number of things that just aren't part of our --

MS. D'ARCO: Right. I understand.

DR. FUREY: We had a couple of --

DR. SCHULTZ: Nothing has been updated since 1971 if that gives you an idea.

MS. D'ARCO: Right. I understand.

DR. SCHULTZ: The bed sheets of mine are still in there. So it's no central heat, no central air. All the windows are original. There is -- The bathrooms are the same.

MS. D'ARCO: But, see, I would think that is actually for the next buyer. There is a lot to benefit --

MR. SCHULTZ: Okay. Do you want to buy it?

MS. D'ARCO: I would. I honestly would.

MR. SCHULTZ: I can show it to you tomorrow.

MS. D'ARCO: I'm just saying there is a market.

DR. SCHULTZ: Janice, if you want to go see what we are talking about, you are welcome to if you need that to make your decision.

DR. FUREY: The house next door to me is not landmark status.

DR. SCHULTZ: But the house, it would require a complete --

DR. FUREY: Isn't that right, the house next door to me is not landmarked?

DR. SCHULTZ: Yes. The house next door to you. Mr. Bohnen's house is not landmarked.

DR. FUREY: Yes. The Chairman, Mr. Bohnen's.

MS. KENNA: One of the things, too, is like --

MS. KENNA: It could. Absolutely.

MS. D'ARCO: And then there would be no point in the Preservation Commission existing.

MR. SCHULTZ: If this --

MS. D'ARCO: Right. But if we're just going to landmark and unlandmark, landmark and unlandmark because somebody doesn't like it; right?

MS. KENNA: The landmark in this situation I think was also given, as Dr. Furey has stated, under different conditions, they interpreted it.

DR. SCHULTZ: So that's a really good -- Well, Janice, I actually -- My father pointed out as soon as we sat down, the last time he was in this room was in the late 1990s when I was a young mom. And my young mom girlfriends, Kim Beard, Andrea Burridge, Tricia Enright, Tory Mortimer, and Pat Bruder, and I, all came before this Commission with little kids -- Jimmy wasn't even born if I recall -- and appealed before -- you guys didn't exist --
but the Board of Trustees.

And we asked that we get an historic preservation ordinance and an Historic Preservation Commission established. Because we, most of us grew up in the town, and we had seen these homes being torn down. Kim was our local attorney, not practicing, just a mom, who made our organization a 503(c). We were the Hinsdale Heritage and Architecture Society. And we had Zook coloring books, Zook walks. My mother tirelessly put together all of these pamphlets. And we had major educational fronts that we did 20 years ago to try to stem the tide on all the teardown phenomenon that was going on. And so it's just unintended consequences that here we are 20 years later, my mother and father, because it was a voluntary ordinance and a nonbinding decision, and that is why they landmarked their home, to try to encourage other people to do the same.

Fast forward, 2003, 2008, when I served on this Commission with Frank Gonzalez and -- what's her name -- Jean Fotlett was our commissioner and Kim Stevens were the people that were leading the Commission. That is what the Commission did was it would advise people like Carrie to say, Hey, looking on the streetscape, brick or stone would be perfectly acceptable things that would fit in. That was the whole purpose of this was to educate people to try to get them to do more historically sensitive renovations.

When this Commission -- and we didn't know this happened -- became, put historic preservation districts into place, apparently -- and the attorney could help me out here -- but I think that is when our voluntary local landmark that we did back in before it was a voluntary ordinance became a binding landmark because it was a local landmark within a historic district. We didn't even -- I didn't even know. My father, we can ask him, but I'm sure he will say he didn't. But I can go through that if you would like -- But we didn't know that even happened.

The first time we understood that the landmark that was voluntary from the old ordinance was different was when the neighbors, our neighbors, the Kellys, sold the home. They came before you guys, did a beautiful remodel of the coach house that was for this home. They are the ones that let us know that, no, something, it's a big change. Your home is now a landmark and it's all binding. Nothing can be done without strict, more strict approval. That is how all of this came about.

It was after my mom got sick when we started to talk about putting the house on the market. We started to talk to builders who we knew did a wonderful job restoring, and then we learned that this whole thing was just an unintended consequence of all of the right reasons why you are here. You guys are here because of the work that we did 20 years ago to try to get this into our town and the wonderful work Sandy Williams did with the historic commission, the historic society.

So I just think that's the background on all of this. We get all of this. They have not updated the home. It would be an absolute stellar if somebody has the money to come and do this, that would be amazing, I agree.

But I think it speaks volumes that your own Historic Preservation Commission chairman's home is not landmarked. I think there is one person on your board whose home is landmarked. And yet, you are going to dictate all of this for my parents? It's quite upsetting.

MR. SCHULTZ: It's supposed to be voluntary. In the last removal that was done, I believe, it was from the Barrows' house.

DR. SCHULTZ: That's right, the Barrows'.

MR. SCHULTZ: When that was brought to the board, I believe the final vote was done by --
DR. SCHULTZ: Bill Harlow.

MR. SCHULTZ: Bill Harlow. And Bill said, We have to allow this to be removed because --

MS. D'ARCO: Was this financial hardship?

MR. SCHULTZ: No. This was just because they wanted to remove it. They didn't feel it was necessary and would hurt the value of their home.

MS. D'ARCO: What year? It's before my time so I can't --

MR. SCHULTZ: It was I think in '14, 2014.

DR. SCHULTZ: And they didn't have to prove hardship. They just said the streetscape changed.

MR. SCHULTZ: Mr. Harlow made a really good point with that vote. He said, If we don't allow this, no one is ever going to landmark their house in Hinsdale if we are not going to allow them to remove it.

MS. D'ARCO: Then there is no point of doing it.

MR. SCHULTZ: There absolutely is. Absolutely.

MS. D'ARCO: I get that but it does happen. And I think that there are -- And just from what I have seen, there is not even a picture of the front of the house on the private listing, there is just no picture. There is no picture.

MS. KENNA: I could have it up there tomorrow.

MS. D'ARCO: Well, I know. But I'm saying up to this point there hasn't.

MS. WILLIAMS: Well, it hasn't been up there, and that's the point.

MR. SCHULTZ: We have gotten production on it and people aren't aware --

MS. WILLIAMS: The marketing effort, it doesn't seem to be there.

MR. SCHULTZ: I understand. But we don't have another year to sit on the market. Okay? We need, you know, and that's why we are here tonight.

MS. D'ARCO: I understand. I really wholeheartedly understand.

MR. SCHULTZ: So if we spend another wholeheartedly understand.

DR. SCHULTZ: He's got to go. Is there somebody, do you have anymore questions for him?
come back here again, we don't have that year.
We can't afford that.
DR. SCHULTZ: And we have the
observation of all the other historic homes that
have sat on the market for several years, as
your example. I don't know why you need my
parents to go through that.
MS. D'ARCO: I mean it's not our goal
to have your parents go through any hardship.
And I think --
MR. SCHULTZ: And that's why there is a
hardship clause.
DR. SCHULTZ: The hardship question is
what we are addressing.
MS. D'ARCO: My only point is that the
property itself hasn't been marketed to its
fullest. And I think there is, that's the only
comment I will make at this point because I'm
just seeing what I see.
DR. SCHULTZ: To market it to its
fullest --
MS. D'ARCO: And I think in order to --
MR. SCHULTZ: But what you're saying,
though --
MS. D'ARCO: -- get a greater reach in
the market beyond those two folks that have come
to you during this time. It's been on the
market since September so it didn't just go on
yesterday. It's been on the market since
September.
DR. SCHULTZ: My mother was diagnosed
in February.
MS. D'ARCO: I understand.
DR. SCHULTZ: And so, you know, that
was four months of chemo, radiation. You can't
move somebody when they are doing that. We
couldn't clean out the house to get pictures.
We finally got them to make a decision that she
is too weak to climb stairs and do these things.
We know neither one of them needs to be in a
home like this anymore.
MR. SCHULTZ: And regardless of the
marketing, there is no doubt -- I mean we are
looking, we need to sell it at its highest and
best use for financial hardship, plain and
simply stated. We have a letter from the
attorney that has performed their estate work.
So we do need to get the highest and best dollar
for the house. And there is no doubt as a
Realtor you must know that --
DR. SCHULTZ: How much for --
MR. SCHULTZ: -- how do you get it, you
get the highest and best dollar without any
landmark status. You are certainly not going to
get more with --
MR. MALINA: Everybody has got to be
taken down.
MS. KENNA: We truly have reached out
to, in particular, those who have done a lot of
the renovation work around here, as well as
then, honestly, even through us as a builder.
We have people come to us and call us, Hey, we
want to renovate or build. You know, I have
presented this to many, many people, and they
have said no.
So it's they, in particular, have
spoken to a few people. I have through the
marketing that we do in our conversations, as we
go through, have spoken to many people. And
with that landmark status, somebody won't make
the commitment because they don't know if they
need to cut off the back end of the house to --
Because the kitchen is back there. They really
do need to do extensive work. And my vision is
they maybe have to take that back end off. But
they don't know if it's going to be approved,
they have no control over it. Without that
control, someone doesn't wish to make that
commitment to it.
MS. WILLIAMS: The home is still in a
historic district.
MR. SCHULTZ: Yes.
MS. WILLIAMS: So you would have to get
a Certificate of Appropriateness.
MR. SCHULTZ: That's exactly right.
MS. WILLIAMS: That's exactly what you
are saying.
MR. SCHULTZ: Yes.
MS. KENNA: Right. That's absolutely right.

MS. WILLIAMS: So the fact that it is landmarked should make no difference when it comes to that.

MS. KENNA: Oh, it's a huge difference because you can -- Actually, with the way it's been presented to us is that with the landmark status, if they come to you with a set of plans, similar to what we did earlier, you could say, No, you can't do that, you have to put that brick or that stone on. That's our understanding is that, what you have the right to dictate how someone should do that renovation. And minimum on the exterior is my understanding, not necessarily interior.

MR. MALINA: Correct.

MS. KENNA: But this will need some exterior renovation work done. So because they don't have control over that decision, that's where we have gotten the pushback.

MR. PRISBY: But a lot of times those cases it's to preserve the historic nature of the exterior. So it's not so much, well, we want to replace this stone with a different stone.

MR. SCHULTZ: We agree.

MS. KENNA: We agree and we understand that. It's like trying to sell a house that's on the highway. It doesn't bother that person but --

MR. SCHULTZ: We agree. I mean we need to sell the house, and we know that to sell the house in a -- The house that's kitty-corner has been on the market two years. And the only offer they got was for the land. They didn't take it, I think they have rented the house now.

We have a vacant lot across the street. We need to be able to --

DR. SCHULTZ: Carl Weber's house was torn down.

MR. SCHULTZ: Yes. The house two over was torn down. And we don't plan to market the house as a teardown.

MR. SCHULTZ: That's fine. I understand that. But we need to sell the house, though. And we can't afford not to sell the house.

MS. WILLIAMS: And our job is to preserve the most significant historic buildings in the Village of Hinsdale and this is without a doubt one of those.

MR. SCHULTZ: That's for you.

MS. WILLIAMS: That is our job. And maybe your job is more aggressive marketing. Maybe your job is better pricing. The importance of saving these homes is why we are here. The entire Village with your help rose up to establish this Commission.

DR. SCHULTZ: How many more people, though, Sandy, are going to landmark their home?

MR. SCHULTZ: If you are not going to let us remove ours, who is going to landmark their home.

DR. SCHULTZ: Do you know what I mean? So I would like to buy a home, I will let you know, I love older homes. Our next home is going to be an older home I plan to restore. And then I probably will landmark it for tax break purposes.

MS. WILLIAMS: Exactly. There are benefits.

DR. SCHULTZ: And that's a wonderful thing. This is not -- We are not in this position now with this house. We are talking about a financial hardship. And you are locking somebody in who is already in an historic district. And with the right people that really want to come in and do the right thing and restore this home, I think they will do a bang-up great job. I mean you are putting them in a position where --
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<td>46</td>
<td>1</td>
<td>MS. WILLIAMS: Then you need to work a</td>
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<td>little harder, perhaps.</td>
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<td>MR. SCHULTZ: I think that's really</td>
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<td>easy to say when it's not your money.</td>
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<td>MS. WILLIAMS: No, I mean there are no</td>
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<td>photos of the house. There are no details of</td>
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<td>the house.</td>
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<td>MR. SCHULTZ: I understand that but --</td>
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<td>MS. WILLIAMS: We don't even know it's</td>
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<td>for sale.</td>
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<td>DR. SCHULTZ: How do you not know? The</td>
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<td>whole Village knows it's for sale.</td>
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<td>MR. SCHULTZ: It's for sale. We have</td>
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<td>told everyone. I mean it's --</td>
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<td>MS. D'ARCO: No. But say someone in</td>
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<td>Chicago who wants to buy a historic home in</td>
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<td>Hinsdale wouldn't be aware of it unless they are</td>
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<td>18</td>
<td>directly --</td>
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<td>MR. SCHULTZ: If they talked to any</td>
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<td>agent out here, they would be aware of it.</td>
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<td>MS. D'ARCO: Because it's not on the --</td>
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<td>22</td>
<td>I'm sorry?</td>
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| 47   | 1     | MR. SCHULTZ: If they talked to any, |
|      | 2     | you know, the larger agents out here would be |
|      | 3     | aware of it. Most of them walked through it. |
|      | 4     | DR. SCHULTZ: Yes. |
|      | 5     | MS. D'ARCO: Someone in New York who is |
|      | 6     | moving to, transferring to the Chicago area. I |
|      | 7     | guess what I'm just trying to say is I don't |
|      | 8     | feel like there is a -- |
|      | 9     | MS. KENNA: We do, without question, do |
|      | 10    | that. And they have asked us specifically that |
|      | 11    | the marketing be such that they wanted to rehab, |
|      | 12    | they do not want it torn down. |
|      | 13    | MR. SCHULTZ: We have some unique |
|      | 14    | circumstances with my mother-in-law's illness |
|      | 15    | that we -- We have a hardship here, and that's |
|      | 16    | what we are asking you for is help with our |
|      | 17    | hardship. If we didn't have this, we wouldn't |
|      | 18    | be here tonight. |
|      | 19    | MS. D'ARCO: I guess, well, we haven't |
|      | 20    | seen any documentation to back the financial |
|      | 21    | hardship. |
|      | 22    | MR. SCHULTZ: There is a letter from |

| 48   | 1     | our attorney that was from Dr. Furey's attorney |
|      | 2     | that states that it is a financial hardship |
|      | 3     | based on his review of their income and assets |
|      | 4     | and everything. So that was in your packet. |
|      | 5     | MS. D'ARCO: I know. No, I saw that. |
|      | 6     | But that there is -- |
|      | 7     | MR. SCHULTZ: But I don't think the |
|      | 8     | numbers are absolutely -- |
|      | 9     | MS. D'ARCO: How far are you guys -- |
|      | 10    | MR. SCHULTZ: I mean as a trustee who |
|      | 11    | was on the board for four years, we have never |
|      | 12    | asked for anything more than that. I mean if |
|      | 13    | you are not going to believe the attorney. |
|      | 14    | MS. D'ARCO: No, I -- |
|      | 15    | MR. MALINA: You have got to let the |
|      | 16    | court reporter -- One at a time. |
|      | 17    | MR. SCHULTZ: So are you saying you |
|      | 18    | don't believe the information we have given you? |
|      | 19    | MS. D'ARCO: Oh, no. |
|      | 20    | MR. SCHULTZ: I mean what is it? |
|      | 21    | MS. D'ARCO: We wholeheartedly do and I |
|      | 22    | really, with all due respect, understand the |

| 49   | 1     | situation. But to Sandy's point, and I can't |
|      | 2     | speak for everybody here, but our job is to |
|      | 3     | preserve these homes and I understand -- |
|      | 4     | MR. SCHULTZ: Then why have a hardship |
|      | 5     | clause if you don't believe in it. |
|      | 6     | MS. D'ARCO: Well, I don't know, that I |
|      | 7     | think that's something that legally would need |
|      | 8     | to be addressed with that I don't know. |
|      | 9     | MR. MALINA: Well, the hardship |
|      | 10    | provision was something added by the board in |
|      | 11    | 2014. And it sort of recognized the idea that |
|      | 12    | the landmark is mandatory and that you don't |
|      | 13    | just have a right to suddenly decide it's not a |
|      | 14    | landmark. And it sort of created an extra way |
|      | 15    | in certain cases for somebody to present |
|      | 16    | evidence of a significant and continuing |
|      | 17    | financial hardship that affects the ability of |
|      | 18    | the owner to adequately maintain the structure, |
|      | 19    | building, or site. |
|      | 20    | So the way it's drafted, it |
|      | 21    | presumes that the owner actually is probably |
|      | 22    | going to continue to live there. Because if you |
are selling it, you don't need to maintain it. But if the buyer has the wherewithal to maintain it, then there is no hardship. I mean so I would say that in a case where, like in a zoning case where you are denying somebody's ability, say, to have a variation or to get something they want to do with their property, the fact that it negatively affects them economically is not a hardship. And the fact that you are not getting the absolute highest and best price you can, that's not a hardship. It's got to significantly affect the ability to get a reasonable rate of return on a property to be a hardship in that context under the --

MR. SCHULTZ: I mean the two people who are interested in buying the house will not buy it at any price.

CHAIRMAN GONZALEZ: When you say you have comps, are you basing that on square footages?

DR. SCHULTZ: What's your comp, Carrie?

MS. KENNA: I mean, well, you could look at, you know what I mean, wherever you go into there, you have to look at similar houses. You can go to 120 East 5th Street, you know, South Park we just sold. I mean those are in the 1,6 range.

CHAIRMAN GONZALEZ: Are they landmarked?

MS. KENNA: No.

MR. SCHULTZ: No.

DR. SCHULTZ: No.

CHAIRMAN GONZALEZ: Okay. So they are not really comps. We don't have any comps. What landmarked houses can you find.

MR. SCHULTZ: We can go round and round.

MR. MALINA: Yes. We can't have side
conversations.

MR. PRISBY: 304 South Lincoln.

MR. SCHULTZ: It is what it is. And we are asking for you guys to vote in support of what we are doing.

DR. SCHULTZ: You guys can vote on it, vote no, and we will go on to the board. That's fine.

MR. PRISBY: A couple.

CHAIRMAN GONZALEZ: Well, wait. Okay. So I would like to open it up to anyone else that wants to make a comment.

MR. MALINA: Right. So now we can treat the case as having been presented, questions have been asked. Now, that's a good point. Now is the time since --

Is there anyone else?

CHAIRMAN GONZALEZ: Is there anyone else who would like to speak on behalf of this property.

DR. SCHULTZ: John, do you have something to say?

MR. SCHULTZ: No. We would like you to vote on it tonight.

CHAIRMAN GONZALEZ: No, absolutely not. So I'm going to make a motion --

DR. SCHULTZ: This is what you are known for. All right. I'm going to make my last public statement. This is exactly why people don't want a landmarked home because you do this, Frank.

MR. SCHULTZ: Do what?

CHAIRMAN GONZALEZ: Do what?

DR. SCHULTZ: You roll over meetings to the next meeting. You force us to hire attorneys. You are a voluntary --

CHAIRMAN GONZALEZ: We still have many questions. This has not been decided. This is not that simple. So I would like to adjourn, to move --

DR. SCHULTZ: That's exactly what you intended to do the entire time. Unbelievable.

MR. MALINA: One of the things I would suggest is if the Commission feels it doesn't have adequate --

First of all, people who want to speak should be allowed to speak.

MR. SCHULTZ: Right.

MR. MALINA: They shouldn't be shut off either way on either side. But also, if the Commission wants more information and the applicant doesn't want to give any more information --

MR. SCHULTZ: We have given -- Tell us what other information.

MR. MALINA: I'm just saying that you shouldn't just continue the case just to put it off if the applicant doesn't -- says, I'm not providing it, I'm not going to answer your questions, I'm not going to -- I don't want to bother with it anymore, then I think you just take the evidence you have because you are not
going to get anywhere. Does that make sense?

CHAIRMAN GONZALEZ: Yes.

MR. MALINA: So I think the applicants should have the option of providing more information if you want it, if the majority of you want it.

But if what they want to do is they want a decision --

DR. SCHULTZ: Yes.

CHAIRMAN GONZALEZ: -- no matter what, and there is no other reason to continue it, you may as well decide.

DR. SCHULTZ: Correct. Thank you very much.

MR. SCHULTZ: I believe I answered every question you had, Frank.

DR. SCHULTZ: Yes. And the --

CHAIRMAN GONZALEZ: We need evidence, too.

MR. SCHULTZ: What evidence are you looking for?

CHAIRMAN GONZALEZ: Well, we would like to see the house being marketed.

DR. SCHULTZ: That's not evidence.

MR. SCHULTZ: That's not evidence.

CHAIRMAN GONZALEZ: So you know what, if this is going to be, you know, I think we --

MS. D'ARCO: Would you like me to make a motion?

CHAIRMAN GONZALEZ: Yes. Go ahead.

MS. KENNA: The question is are you looking at this case as a hardship, and the hardship, does the hardship go to the economic status of the sellers? Is that what this case is being brought forward?

MR. MALINA: That's part of it. But economic hardship is also based on what the property -- if it's sellable at a reasonable rate because that affects hardship; right?

And so what the Commission I think has expressed, various members, is that the marketing efforts that they don't believe, at least a number of them, that there is enough evidence to determine that component. Whether there is really no mar -- Essentially the conclusions that you, the Commission, is being asked to reach, is that this is basically unmarketable. Isn't that what the questions are?

And what they are saying is based on the efforts that they have heard they aren't satisfied that that's the case.

MR. SCHULTZ: All right. So they can vote.

DR. SCHULTZ: That sounds good. Ready for the vote.

MS. WILLIAMS: I just want to mention, too, or read, in our Certificate of Appropriateness, "Demolition," which, indeed, becomes a possibility "should not be permitted if a structure, building, or site is economically viable in its present condition or could be economically viable after completion of appropriate alterations, even if demolition would permit a more profitable use of such site." I think that is key to this discussion.

DR. SCHULTZ: And to every homeowner in the historic district.

MR. SCHULTZ: And why did they let the last person have it removed when we were told this was a nonbinding --

DR. SCHULTZ: So Beth Barrow's home was removed, landmarked status.

MS. WILLIAMS: I wasn't here when that happened. I'm not familiar with that.

DR. SCHULTZ: But anyway, we've presented our case; and we would ask you to kindly vote.

MS. D'ARCO: Okay. Yes. I just don't feel like there has been a strong effort to sell the house.

CHAIRMAN GONZALEZ: Yes. There is not thorough --

MS. D'ARCO: Okay. Yes. I just don't feel like there has been a strong effort to sell the house.

CHAIRMAN GONZALEZ: Yes. There is not thorough --

MS. D'ARCO: And based on that and seeing that there have been homes that have and have sold -- And I know it takes time, but that's the risk of owning an older home and landmarking it. And I think most of us know
that. We can't laugh at that because it's true.

MR. SCHULTZ: An 82-year-old person
doesn't have a lifetime.

MS. D'ARCO: I understand that. But
you have family. And it's, you know, trying to
separate the personal from what the situation is
here and --

DR. SCHULTZ: Just vote, please.

MS. D'ARCO: So I will based on
everybody --

Anybody else? I think we need to
wrap up.

MR. MALINA: First of all, what I was
advising is just that's a consideration, if
there is no more evidence; right? But there
still needs to be before the Commission
deliberates and makes a motion, there needs to
be a consensus by motion that you want to close
the public hearing, which, you know, you don't
have to do it. I wasn't suggesting that. I was
just pointing out that if you have all the
 evidence --

CHAIRMAN GONZALEZ: Yes. I would like
to close it so the Commission can have the
conversation, yes.

MS. WILLIAMS: Can I just note and have
included in the public hearing then the history
of the home? Because I think that's important,
perhaps, for the next deliberation.

MR. SCHULTZ: It's in the packet.

MS. WILLIAMS: I don't believe that the
information will be available to the Village
board unless it is mentioned in the public
hearing.

And in the well-prepared submission
for the original landmark submission, it was noted
that this home was designed for the Mitchell
family about 1892 by the --

DR. SCHULTZ: This is the research that
I did just so you know.

MS. WILLIAMS: Chicago office.

Exactly. That's what I'm saying.

This was in the well-prepared submission.

DR. SCHULTZ: Yes. Thank you.

MS. WILLIAMS: It was prepared for the
Mitchell family about 1892 by the Chicago office
of Shepley, Rutan and Coolidge, a highly
regarded architectural firm. Most of the firm's
work at the time was in commercial and
institutional buildings. Their most notable
designs include the Chicago Public Library,
which is now the Chicago Cultural Center, the
Art Institute of Chicago, and several buildings
on the University of Chicago campus.

The Furey home -- and again I quote
from the landmark submission -- is an
exceptional and rare example of Shepley, Rutan
and Coolidge's residential work. It is the
firm's only known design in Hinsdale.

Much of the exterior in the Furey
home remains as-built, a rare architectural gem
in the Colonial or Victorian renaissance revival
style.

I think it's important that any
board who considers this going forward should
have that information.

MR. SCHULTZ: Yes. Thank you. I know
that was included in the original submittal.

CHAIRMAN GONZALEZ: Okay. I would like
to have an opportunity to have discussion with
the Commissioners.

MR. MALINA: Is there a --
CHAIRMAN GONZALEZ: Is there anyone
else who wants to speak? It's 7:30. It is
time. Okay.

MR. MALINA: Well, if you want to close the public
hearing till --

CHAIRMAN GONZALEZ: I'd like -- At
this moment I'd like to have a conversation and
close the meeting and have a conversation with
the Commissioners.

MR. MALINA: Well, here is the thing,
if you want to close the public hearing --
MR. SCHULTZ: Then it's closed.

MR. MALINA: Then it's closed.

CHAIRMAN GONZALEZ: Right.

MR. MALINA: You can't reopen it.

CHAIRMAN GONZALEZ: Right.

MR. MALINA: So you should have a
discussion about whether if people want to talk
you want to give them more opportunity to talk,
and then you decide if you have enough to go on.

CHAIRMAN GONZALEZ: We are running out
of time, too.

MR. MALINA: I understand.

CHAIRMAN GONZALEZ: So --

MS. D'ARCO: So does anyone else want
to speak I guess is the question. John?

MR. PRISBY: Anyone else?

MS. D'ARCO: And we will keep it short.

MR. BOHNEN: If I'm allowed to. Again,
I was saying as a Realtor, I think it's
important that you Commissioners look at -- I

pulled some sheets out of older vintage homes
in the southeast quadrant in the historic
neighborhood that have been sold and renovated.
And they have been in all different types of
conditions when they were sold. One of them was
landmarked as 134 South Park. The coach house
to the Furey's house was landmarked at 120 South
Elm. The Biggert house, the Kendall house, the
Stadt house. You -- I made a list of these for
you.

So maybe we should ask that this
goes into the record so the people -- There is
nothing easy about selling vintage houses. It's
hard. I mean there is no question about it.
It's a lot harder than selling a brand-new
house. Yet, there are people that cherish them
and look forward to owning them, and also see
the wisdom of renovating them and accessing the
tax freeze program, which is available under
certain conditions if you invest enough money in
a certain amount of time.

So in this age where you are going
to have a tax reform that's going to come down
hard on villages like Hinsdale, it may very well
be that these older homes that offer a potential
tax freeze could become a cherished item and
they would bring a good return.

So in my opinion, this house has
not been marketed. I think that it hasn't had a
chance to be sold. And I'm telling you this, my
opinion as a Realtor. So I will leave these
with you, and they can go into the record.

MR. MALINA: So you are offering those
as exhibits?

MR. BOHNEN: As exhibits, right. And I
mean the house can't sell if it isn't being
shown. Basically it needs a full-blown effort.
And unfortunately, there are circumstances that
the owners feel that prevented that. But that's
not the house's fault. So for what it's worth,
thank you very much.

MR. SCHULTZ: That was closed about,
with you, and they can go into the record.

MR. MALINA: I understand.

CHAIRMAN GONZALEZ: Okay. Thank you.

MS. KENNA: I have one last question
for you. So I think that's great data points.
I'm just kind of curious with some of them if
they came before you in terms of like the Stadt
house, when they did their addition, did they
come before you for approval of that addition
that they just did?
MS. D'ARCO: In some of my time on the Commission we have seen 134 Park, I have the Biggert's house. We have seen a couple. I don't know about Stadt, I don't remember.

MS. KENNA: They are right on Third.

MR. BOHNEN: It didn't have an addition.

MS. KENNA: He just redid the kitchen, though.

MR. BOHNEN: It was already built. It was all built.

MS. KENNA: And the family room. Oh, I thought she said they added that on.

MR. BOHNEN: That was part of the existing house.

MR. MALINA: Interior is not --

MS. D'ARCO: You know, for the record, our goal, we want these homes to be preserved.

MS. KENNA: Oh, absolutely.

MR. SCHULTZ: So do we.

MS. KENNA: And honestly, the marketing efforts on this one were that's where we got shut down because the marketing efforts on this one are pure preservation. That's the whole goal of this. Nancy and Warren, they don't want this house torn down. They do not. So I mean we, again, we can definitely, you know, market the house, go on the MLS. But the fear of coming before the Board is what our brick wall has been.

MS. D'ARCO: And I think as a Realtor, you know, it's probably a good thing to say, look, we -- I think it's tough. This role is tough, right, because our mission is to preserve, that is our mission.

But then a lot of stuff gets in the way, right? Personal situations, things that get in the way; right? And I, you know, when someone makes a decision to landmark a home, it is binding at least since the time I have been here.

DR. SCHULTZ: It's not binding.

MS. KENNA: It is. It wasn't binding when they did that.

DR. SCHULTZ: We modeled ours after Winnetka and the North Shore, voluntary ordinance, voluntary landmark status, period, nonbinding. We would never have passed -- and you know this -- in the climate at that time an ordinance that was a binding ordinance.

The whole reason this whole thing came into being is because we were able to pass this through -- you were there -- as a nonbinding, voluntary ordinance.

DR. SCHULTZ: Pardon me?

MS. WILLIAMS: Submissions.

DR. SCHULTZ: No. Ordinance. Sandy, we'll -- All right. For the record, I will pull out the ordinance. Or do you want to do that from the beginning? It's a voluntary, nonbinding ordinance that was passed by the Village in, what, 2003? You guys want to look it up?

MR. MALINA: The way I understand the history of this is that the language of the
ordinance did not allow anybody to just withdraw without any board approval. It was just that the policy of the board was to allow withdrawal but the law has always been it's voluntary to landmark, but then you cannot tear it down.

MS. WILLIAMS: Correct. That's correct.

MR. MALINA: And you need to do certain things. Now, the policy of a given local board --

DR. SCHULTZ: Right.

MR. MALINA: May be to say, well, we intend to allow liberal withdraw. And, you know, but the language, the law is that you need permission to withdraw it, and that without withdrawal it's binding.

DR. SCHULTZ: Okay. I was talking about the designation, not the withdrawal.

MR. MALINA: Well, right. But that's voluntary now. It's getting rid of it that's not.

MS. WILLIAMS: Right.

DR. SCHULTZ: But that was what Bill Harlow's whole testimony was with the last case that came before you. And that's why they allowed that withdrawal of the landmarked status.

MR. MALINA: Right. He was referring to sort of the policy. But the problem is a policy of a board is not binding on future boards. As a matter of fact, even the law isn't, unless invested rights are involved. So one board can grant variations more liberally than another board.

But if the law is the same, they are entitled to do that. And I think that was why historically another withdrawal reason was added to the Code so that there were standards. You couldn't just withdraw. No one has a right to just withdraw. You had to meet those standards. And so that's what the Commission is trying to do is do you meet any of the standards. You selected one. They are trying to determine what kind of evidence and whether it's sufficient so --

But we never had like a, oh, it's landmarked but I can do what I want, you know. You still needed withdrawal.

DR. SCHULTZ: But it was a landmark with the advisory commission is how that was set up. And I understand the problem when I sat on this committee. There is really no teeth to anything you do. But the point of the Commission was to be able to advise with expert architects and people to offer suggestions when people at the time were building very insensitive additions and things that were not really compatible with the streetscape. It was a service is how a lot of these are done in some of the other suburbs to offer for people who just needed knowledge. And they would have their expertise be offered to the people building, for example, here today.

If you want to achieve this mission, you are going to have to make binding historic districts. You are going to have to get more teeth in your historic districts. But to penalize my parents for 20 years ago starting this movement, doing the right thing, putting a landmark status on there, finding at 82 you get cancer, you can't move stuff out of the house to market it or sell it. They want desperately for somebody to buy it and restore it.

The only people that have come forward said they won't touch it because of this process. I think it has to show you guys that you have some work to do on what is the mission and the point of this Commission altogether. Because you are penalizing the people that are actually really trying to do this for the right reason. Please vote. We need to move forward.

CHAIRMAN GONZALEZ: I would like to close and have a discussion with the Commissioners.

MR. MALINA: So is there a motion to close the public hearing?
CHAIRMAN GONZALEZ: Yes. Motion to close.

DR. SCHULTZ: Can I ask, does the board go along with this? Or can you guys say why in the world are you closing it?

MS. D'ARCO: The board will look at everything we have discussed here tonight and make their recommendations based on what they hear and then on their own opinions and guidance.

DR. SCHULTZ: So when are you going to January?

MR. SCHULTZ: No.

MS. D'ARCO: No. We will vote today.

DR. SCHULTZ: Oh, got you.

MS. D'ARCO: We will close the public hearing. We will vote today based on the information that we have.

DR. SCHULTZ: Okay. I get it. My apologies. I thought Frank was going to try to continue the meeting again.

CHAIRMAN GONZALEZ: No. We haven't decided one way or another.

MR. MALINA: Yes. That's what they are trying to figure out.

CHAIRMAN GONZALEZ: We're trying but we keep getting interrupted.

MR. MALINA: If you'd let them do it.

MS. D'ARCO: So give us a second.

DR. SCHULTZ: Thank you.

MS. D'ARCO: Sandy?

CHAIRMAN GONZALEZ: Sandy. Okay. Start, your opinion.

MR. MALINA: Did we ever close the public hearing?

MR. SCHULTZ: It was closed a while ago.

MR. MALINA: No, it hasn't been. There hasn't been a motion to close the public hearing that's been seconded and then passed. Because every time someone tries to get to that point, there are more interruptions. So we need to get to that point first is my advice.

CHAIRMAN GONZALEZ: Is there a motion to close the meeting?

MS. D'ARCO: I motion to close the public hearing for 244 East First Street.

CHAIRMAN GONZALEZ: Is there a second?

MS. WILLIAMS: Second.

CHAIRMAN GONZALEZ: All in favor?

MS. WILLIAMS: Aye.

MR. PRISBY: Aye.

MS. D'ARCO: Aye.

CHAIRMAN GONZALEZ: Aye. Okay.

* * *

(Which were all the proceedings had in the above-entitled cause.)

STATE OF ILLINOIS )
) SS.
COUNTY OF DU PAGE )

I, JANICE H. HEINEMANN, CSR, RDR, CRR, do hereby certify that I am a court reporter doing business in the State of Illinois, that I reported in shorthand the testimony given at the hearing of said cause, and that the foregoing is a true and correct transcript of my shorthand notes so taken as aforesaid.

Janice H. Heinemann CSR, RDR, CRR License No 084-001391
KATHLEEN W. BONO, CSR 630-834-7728  
Attachment 7 - HPC 12.13.17 Meeting

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The meeting agenda includes the following topics:

- Welcome and introductions
- Update on project progress
- Discussion of budget constraints
- Review of the timeline for completion
- Next steps and action items

After the meeting, the minutes will be distributed to all attendees for review and approval.

KATHLEEN W. BONO, CSR 630-874-7112
STATE OF ILLINOIS  
COUNTY OF DU PAGE  

BEFORE THE VILLAGE OF HINSDALE  
HISTORIC PRESERVATION COMMISSION  

IN THE MATTER OF:  
CASE NO. HPC-10-2017  
244 E. FIRST STREET  

REPORT OF PROCEEDINGS had and testimony taken of the **Deliberations** at the Withdrawal of Local Landmark Designation Public Hearing on the above-entitled matter before the Hinsdale Historic Preservation Commission, at 19 East Chicago Avenue, Hinsdale, Illinois, on the 13th day of December, 2017, at the hour of 7:41 p.m.

COMMISSION MEMBERS PRESENT:

MR. FRANK GONZALEZ, Acting Chairman;  
MS. JANICE D'ARCO, Member;  
MS. SANDRA WILLIAMS, Member;  
MR. JIM PRISBY, Member.

KATHLEEN W. BONO, CSR, LIMITED  
630-834-7779
ALSO PRESENT:

MR. LANCE MALINA, Village Attorney;

MR. CHAN YU, Village Planner;

DR. WARREN FUREY,

DR. ANNE SCHULTZ,

MR. BOB SCHULTZ,

MS. CARRIE KENNA,

MR. and MRS. JOHN BOHNEN.

* * *

MR. MALINA: Now deliberate.

MS. WILLIAMS: Now do we have time to deliberate?

CHAIRMAN GONZALEZ: We have a few minutes.

MS. D'ARCO: I think we are just deciding whether we carry it on to a decision in January or we vote today and --

CHAIRMAN GONZALEZ: It, honestly -- So go ahead. Go ahead.

MS. D'ARCO: I'm comfortable voting today given that today I feel there -- Just the marketing for this has not really existed. So,
you know, there is always going to be buyers who
don't like landmark status. I understand that.
And I understand the timing. And I'm very, very
sensitive to your personal situation. That is,
hands down, I wholeheartedly understand that.

I just do feel that with the
property being listed on MLS since September
with not even a picture of the house, I don't
know what to say. Right? I just didn't even
know it was on the market, right, until I looked
in the private listings. So I think if you
really want and you want to be aggressive in
selling the house, you need to get it done. You
are in a great location. Someone would -- It
comes down to location and price and --

I mean, Carrie, you know that.

DR. SCHULTZ: And landmark status.

MR. SCHULTZ: And landmark status.

DR. SCHULTZ: And landmark status. But
there are examples of landmark homes, there are
examples of historical homes that are being
renovated. And I'm just not sure what I can say
to that other than what I'm saying. That's all
I can comment on it. I'm sorry.

MR. PRISBY: That's all right. Just
kind of disappointed we don't have more time to
debate this as a group, quite honestly. Totally
sympathetic, agree with several points that have
been made here tonight.

You know, I've, as an architect and
a builder, I have done probably seven or eight
historic homes, renovations, gut jobs, at every
level possible, that I know it can be done. And
to your point, you know, at what cost; right?
And that to me that gets back into the whole
level of debate that I just don't think we have
enough time to debate tonight.

CHAIRMAN GONZALEZ: Yes.

MR. PRISBY: At the same time, I would
prefer not to vote tonight. But the Fureys have
asked us to vote. And I would like to kind
of -- They may not like my answer but --

DR. SCHULTZ: That's fine.

MR. PRISBY: I would like to respect
CHAIRMAN GONZALEZ: Right, I understand. I respect and am very sensitive with your parents and everything. But I feel like we are being pushed to vote on something that we don't have enough evidence, and we are stuck. And I feel a little bit in limbo. I mean there is always information that we would like to see.

MR. SCHULTZ: What else would you like?

DR. SCHULTZ: What would you like to see?

MR. SCHULTZ: I don't know that we can give you any more.

CHAIRMAN GONZALEZ: No. No. No. You have been talking right now. So I would like physical documents, figures, estimates --

MR. SCHULTZ: Of what?

CHAIRMAN GONZALEZ: What would it cost to renovate this home, what's the cost in reality to sell it. Something with some comparison. And I don't -- I'm not ready for a
vote. I mean --

MR. SCHULTZ: We are not going to be able to get you an estimate at any time.

CHAIRMAN GONZALEZ: How do you feel?

MS. WILLIAMS: I don't know that we are going to get any more information to tell you the truth.

MR. PRISBY: I agree with that.

CHAIRMAN GONZALEZ: I think so, too.

MS. WILLIAMS: I feel we are done. Everything that's going to be done that's going to be presented.

DR. SCHULTZ: Thank you.

MS. WILLIAMS: I think we should go ahead and vote.

CHAIRMAN GONZALEZ: All right. Okay. So I move to -- for a vote to withdraw the local landmark designation at 244 East First Street.

Commissioner Janice D'Arco?

MR. MALINA: Well, no. We've got to -- Is there a motion?
CHAIRMAN GONZALEZ: Oh, sorry. Yes.

MR. PRISBY: A motion.

MR. MALINA: To recommend approval or denial of a request.

CHAIRMAN GONZALEZ: Okay. Okay. Is there a recommendation for approval or denial?

MR. MALINA: Of the request --

CHAIRMAN GONZALEZ: -- of the request --

MR. MALINA: -- to withdraw the landmark status based on the showing of financial hardship.

CHAIRMAN GONZALEZ: Yeah, on the hardship. Okay, on the financial hardship. Thank you.

MS. D'ARCO: Okay. Yes. There is a motion.

MR. MALINA: No. Say, Do you move to either approve the request or deny. You need to pick one.

MS. D'ARCO: Okay. So I move to deny the withdrawal of local landmark designation at

KATHLEEN W. BONO, CSR, LIMITED
630-834-7779

Attachment 7 - HPC 12.13.17 Meeting
244 East First Street.

CHAIRMAN GONZALEZ: Is there a second?

MS. WILLIAMS: Second.

MR. MALINA: And I would recommend a roll call on this so the votes are on the record.

CHAIRMAN GONZALEZ: Okay. All right. Roll call. So okay, Commissioner D'Arco, are you in favor?

MS. D'ARCO: In favor.

MR. MALINA: This is in favor of denial. Yes means no. The motion was to deny.

MS. D'ARCO: Yes. Yes. In favor of the denial, yes.

CHAIRMAN GONZALEZ: Commissioner Jim Prisby?

MR. PRISBY: As much as I am sympathetic to what you want to do, sitting on this side of the table and not really having the chance to debate this to the level I wanted to debate it, I'm going to have to say yes. Sorry.

CHAIRMAN GONZALEZ: Okay. Commissioner
Sandy Williams?

MS. WILLIAMS: Yes.

CHAIRMAN GONZALEZ: And my decision is yes.

All in favor?

MR. MALINA: That's it. You voted.

Since you voted by roll call, you don't need to do both.

* * *

(Which were all the proceedings had in the above-entitled cause.)
AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1643

MEETING DATE: February 15, 2018

FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion
Move to approve payment of the accounts payable for the period of February 7, 2018 through February 15, 2018 in the aggregate amount of $695,746.48 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

Background
At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

Discussion & Recommendation
After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1643 is recommended.

Budget Impact
N/A

Village Board and/or Committee Action
Village Board agenda policy provides that the Approval of the Accounts Payable should be listed on the Consent Agenda.

Documents Attached
1. Warrant Register #1643
VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1643

FOR PERIOD February 7, 2018 through February 15, 2018

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of $695,746.48 reviewed and approved by the below named officials.

APPROVED BY __________________________ DATE 2/13/18
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY __________________________ DATE 2/13/18
VILLAGE MANAGER

APPROVED BY __________________________ DATE
VILLAGE TRUSTEE
Village of Hinsdale  
#1643  
Summary By Fund

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**Total Bank Wire Transfers and ACH Payments** $196,772.06

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END OF REPORT
AGENDA SECTION: Consent - EPS

SUBJECT: Contract #1582 Extension - Tree Pruning

MEETING DATE: February 15, 2018

FROM: John Finnell, Superintendent of Parks and Forestry

Recommended Motion
To award extension of contract #1582 for Tree Pruning to Trees R Us Inc. in an amount not to exceed $73,906.

Background
The current Tree Pruning Contract #1582 is nearing expiration, which is April 30, 2018. Trees R Us Inc. has submitted written notification to the Village expressing their interest in extending the current tree pruning contract for one additional year. The new contract extension will take place from May 1, 2018 through April 30, 2019. Trees R Us Inc. has stated they will honor the terms, conditions, and pricing as the original contract.

In the proposed Fiscal Year 2018-19 budget there is a total of $73,906 in the Public Services Department line item 2203-7319 for contracted tree pruning. As part of this contract, staff estimates, approximately 1100 trees will be pruned.

Discussion & Recommendation
Trees R Us Inc. has provided the Village professional service for tree pruning; there have been no issues with property damage and no resident complaints. As performance has been acceptable, Public Services Staff recommends proceeding with approval of the proposed contract extension.

Budget Impact
There is a total of $73,906 included in the proposed FY18-19 budget for the mentioned tree pruning services.

Village Board and/or Committee Action
This item is included on the Consent Agenda as a routine item, as it meets the criteria specified in the meeting policy; purchases that are in the approved budget, within budget and under $500,000.

Documents Attached
1. Trees R Us Inc. Contract Extension Request Letter
January 31, 2018

Village of Hinsdale
19 E. Chicago Ave
Hinsdale, IL 60521
Attn: John Finnell, Village Forester

RE: Extension of Contract # 1582
Tree Pruning

Mr. Finnell,

The term for the Tree Pruning Contract # 1582 will expire on April 1, 2018. The contract allows for a one (1) year extension. Trees “R” Us, Inc. would like to execute the extension for April 1, 2018 through April 1, 2019. All terms, conditions and pricing will remain the same as Contract #1582.

We hope this is acceptable to the Village of Hinsdale as well. We look forward to a continued relationship with you. If you have any questions, or need further information, please let me know.

Sincerely,

Nick Willis
Vice President
Trees “R” Us, Inc.
AGENDA SECTION: Consent - EPS

SUBJECT: Contract #1624 Extension – Landscape Maintenance Services

MEETING DATE: February 15, 2018

FROM: John Finnell, Superintendent of Parks and Forestry

Recommended Motion
To award extension of contract #1624 for Landscape Maintenance Services to A&B Landscaping and Tree Service Inc. in an amount not to exceed $135,145.

Background
The current Landscape Maintenance Services Contract #1624 has expired as of November 30, 2017. As part of the Landscape Maintenance Services Contract #1624, there is an option to renew the contract for two (2) additional one (1) year periods, which is subject to approval from both parties.

A&B Landscaping and Tree Service Inc. has submitted written notification to the Village expressing their interest in extending the current Landscape Maintenance Contract for one (1) additional year. The new contract extension will take place from April 1, 2018 through November 30, 2018. As per the original contract, the terms, conditions, and pricing will remain the same.

The Landscape Maintenance Services Contract #1624 includes maintenance of 140 acres of public green space within the Village. The 140 acres of public green space includes; 23 acres of Village right-of-way ("ROW"), 117 acres of park grounds, and management of 59 rain gardens within the Woodlands neighborhood.

Discussion & Recommendation
A&B Landscaping and Tree Services Inc. has provided the Village professional services for landscape maintenance. A&B Landscaping and Tree Service Inc.'s performance has been acceptable and there has been no resident complaints. Public Services Staff recommends proceeding with approval of the proposed contract extension.

Budget Impact
There is a total of $135,145 included in the proposed FY18-19 budget for the mentioned landscape maintenance services. Below is the breakdown of the budgeted funds per each Village account.

<table>
<thead>
<tr>
<th></th>
<th>2202-7312</th>
<th>3301-7312</th>
<th>3724-7399</th>
<th>3951-7312</th>
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<td>ROW Mowing</td>
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<td>Rain Gardens</td>
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<td>KLM Lodge</td>
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<tr>
<td>Hinsdale Pool</td>
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<td>$135,145</td>
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Village Board and/or Committee Action
This item is included on the Consent Agenda as a routine item, as it meets the criteria specified in the meeting policy; purchases that are in the approved budget, within budget and under $500,000.

Documents Attached
February 12, 2018

Hinsdale Village Board,

We are requesting your approval to renew the Contract for Landscape Maintenance Services – Bid #1624 for the 2018 season. All terms, conditions, and pricing will remain the same as Contract #1624.

Sincerely,

Cynthia Ruska
President
AGENDA ITEM:  #7b
REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Second Reading – ACA

SUBJECT: FY 2018-19 through FY 2022-23 Capital Improvement Plan

MEETING DATE: February 15, 2018

FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

Move to Approve the FY 2018-19 through FY 2022-23 Capital Improvement Plan.

Background

On December 29, 2017, the draft FY 2018-19 through FY 2022-23 Capital Improvement Plan (CIP) was distributed to the Village Board and Finance Commission and was posted on the Village’s Website. On January 9, 2018 the draft document was reviewed in detail at a joint Committee-of-the-Whole and Finance Commission meeting.

Discussion & Recommendation

As a result of the joint meeting, staff was asked to prioritize the capital listings for FY 2018-19 and FY 2019-20 in order to have a plan in place should there not be sufficient funds to fund the CIP as proposed. Attached are the schedules that were prepared in response to this request. These documents were provided to the Finance Commission at their meeting on January 17, 2018, whereby they further requested that staff provide an estimate as to when these expenditures would be expected to occur. This information is also provided on the schedule. The CIP has now been available to the Village Board, Finance Commission, and general public for over 45 days, and subsequent to the joint meeting there have been no changes to the document requested. Thus, staff recommends approval of the document as originally presented.

Budget Impact

The CIP will form the foundation for the capital outlay items that will be included in the FY 2018-19 Budget. Once the CIP is approved, staff will start preparing to move forward on some of the items that will appear in next year’s budget that have long lead times, such as the roof projects, so that completion during next budget year will be possible. As a reminder, for those items in the CIP specific Village Board spending authorization is still required for all items that exceed $20,000.

Village Board and/or Committee Action

On January 9, 2018 the draft document was reviewed in detail at a joint Committee-of-the-Whole and Finance Commission meeting, which satisfies the first reading requirement.

Documents Attached

1. CIP Priority Lists

Please note the CIP was previously distributed on December 29, 2017.
<table>
<thead>
<tr>
<th>Rank</th>
<th>Item Description</th>
<th>Department</th>
<th>Funding Source</th>
<th>Amount</th>
<th>Critical/Recommended</th>
<th>Month Received</th>
<th>Comments</th>
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<tbody>
<tr>
<td>1</td>
<td>Replace Automated Chest Compression Devices</td>
<td>Fire Department</td>
<td>Corporate Fund</td>
<td>$25,000</td>
<td>Critical</td>
<td>May</td>
<td>Used approximately 24 times per year</td>
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<td>2</td>
<td>Well #5 Rehabilitation</td>
<td>Water/Sewer</td>
<td>Water/Sewer Fund</td>
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<td>December</td>
<td>Legal Compliance</td>
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<td>3</td>
<td>Replace/Upgrade Surveillance System</td>
<td>Police Department</td>
<td>Corporate Fund</td>
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<td>Critical</td>
<td>September</td>
<td>Organize Maintenance Plan</td>
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<td>4</td>
<td>Fire Hydrant Replacement</td>
<td>Water/Sewer</td>
<td>Water/Sewer Fund</td>
<td>$23,000</td>
<td>Critical</td>
<td>February</td>
<td>Organize Maintenance Plan</td>
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<tr>
<td>5</td>
<td>AFC RCE</td>
<td>Finance</td>
<td>Corporate Fund</td>
<td>$27,000</td>
<td>Critical</td>
<td>December</td>
<td>ERP Dependent</td>
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<tr>
<td>6</td>
<td>Upgrade Servers</td>
<td>Finance/IT</td>
<td>Corporate Fund</td>
<td>$15,000</td>
<td>Critical</td>
<td>December</td>
<td>ERP Dependent</td>
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<tr>
<td>7</td>
<td>Replace Storage Area Network (SAN)</td>
<td>Finance/IT</td>
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<td>Critical</td>
<td>December</td>
<td>ERP Dependent</td>
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<td>8</td>
<td>Replace Unit #12 Toolvan with Plow and Spreader</td>
<td>Public Services</td>
<td>Corporate Fund</td>
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<td>Critical</td>
<td>August</td>
<td>Snow and Ice</td>
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<td>9</td>
<td>Fast Tank</td>
<td>Public Services</td>
<td>Corporate Fund</td>
<td>$24,000</td>
<td>Critical</td>
<td>December</td>
<td>Cost Share Potential</td>
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<td>10</td>
<td>Replace Roadway Truck Unit #40</td>
<td>Public Services</td>
<td>Corporate Fund</td>
<td>$65,000</td>
<td>Critical</td>
<td>August</td>
<td>Snow and Ice</td>
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<td>11</td>
<td>Replace and Upgrade Veek Park CSO SCADA System</td>
<td>Water/Sewer</td>
<td>Water/Sewer Fund</td>
<td>$50,000</td>
<td>Critical</td>
<td>August</td>
<td>Water Data Reporting Requirements</td>
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<td>12</td>
<td>Security Improvements</td>
<td>Police Department</td>
<td>Corporate Fund</td>
<td>$65,000</td>
<td>Critical</td>
<td>June</td>
<td>Roof Study</td>
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<tr>
<td>13</td>
<td>KLM Lodge Roof Repairs</td>
<td>Parks and Recreation</td>
<td>Corporate Fund</td>
<td>$35,000</td>
<td>Critical</td>
<td>December</td>
<td>Roof Study</td>
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<tr>
<td>14</td>
<td>Replace Brush Hill Train Station Roof</td>
<td>Police Department</td>
<td>Corporate Fund</td>
<td>$30,000</td>
<td>Critical</td>
<td>December</td>
<td>Roof Study</td>
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<td>15</td>
<td>Community Pool Facility Audit</td>
<td>Parks and Recreation</td>
<td>Corporate Fund</td>
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<td>Critical</td>
<td>September</td>
<td>Last Pool Audit 2010, Structural</td>
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<td>16</td>
<td>Replace Pool Heaters (5)</td>
<td>Parks and Recreation</td>
<td>Corporate Fund</td>
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<td>Critical</td>
<td>November</td>
<td>Essential to maintain temperature</td>
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<td>17</td>
<td>Pump Motor Maintenance</td>
<td>Parks and Recreation</td>
<td>Corporate Fund</td>
<td>$13,000</td>
<td>Critical</td>
<td>February</td>
<td>Preventative Maintenance</td>
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<td>18</td>
<td>Refurbish Truck #184</td>
<td>Fire Department</td>
<td>Corporate Fund</td>
<td>$30,000</td>
<td>Critical</td>
<td>September</td>
<td>Preventative Maintenance</td>
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<tr>
<td>19</td>
<td>West Hinsdale Train Station Parking Lot Resurfacing</td>
<td>Public Services</td>
<td>Corporate Fund</td>
<td>$15,000</td>
<td>Critical</td>
<td>October</td>
<td>Heavy Use</td>
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<tr>
<td>20</td>
<td>Replace Supervisor Patrol Vehicle Unit #40</td>
<td>Police Department</td>
<td>Corporate Fund</td>
<td>$34,000</td>
<td>Recommended</td>
<td>February</td>
<td>Critical Next FY if Deferred</td>
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<tr>
<td>21</td>
<td>Resurface Tennis and Basketball Courts, add inline Ball Courts Brook Park</td>
<td>Parks and Recreation</td>
<td>Corporate Fund</td>
<td>$100,000</td>
<td>Recommended</td>
<td>November</td>
<td>Deferred from Last FY, Pickleball Addition Low Cost, Possible 3-6K donation is contingent upon resurfacing being completed this FY</td>
</tr>
<tr>
<td>22</td>
<td>Resurface Tennis and Basketball Courts - Peirce Park</td>
<td>Parks and Recreation</td>
<td>Corporate Fund</td>
<td>$45,000</td>
<td>Recommended</td>
<td>November</td>
<td>Deferred from Last FY</td>
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<tr>
<td>23</td>
<td>Replace In-Car Cameras</td>
<td>Police Department</td>
<td>Corporate Fund</td>
<td>$70,000</td>
<td>Recommended</td>
<td>August</td>
<td>Current System Functions</td>
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<td>24</td>
<td>Replace Electronic Fingerprint Identification System</td>
<td>Police Department</td>
<td>Corporate Fund</td>
<td>$30,000</td>
<td>Recommended</td>
<td>March</td>
<td>Purchase Contingent on New DUJIS System</td>
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<td>25</td>
<td>Parking Lot Resurfacing - Robbins Park</td>
<td>Parks and Recreation</td>
<td>Corporate Fund</td>
<td>$75,000</td>
<td>Recommended</td>
<td>October</td>
<td>Heavy Use, Cost Sharing</td>
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<td>26</td>
<td>Resurface Apparatus Floor</td>
<td>Fire Department</td>
<td>Corporate Fund</td>
<td>$37,800</td>
<td>Recommended</td>
<td>August</td>
<td>High Maintenance Costs Associated</td>
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<td>27</td>
<td>Replace Roadway Truck Unit #27</td>
<td>Public Services</td>
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<td>$90,000</td>
<td>Recommended</td>
<td>August</td>
<td>Daily Use</td>
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<tr>
<td>28</td>
<td>Replace Truck with Lift Gate Unit #3</td>
<td>Parks and Recreation</td>
<td>Corporate Fund</td>
<td>$36,000</td>
<td>Recommended</td>
<td>August</td>
<td>Daily Use</td>
</tr>
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</table>

**CIP Priority List**

**FY 2018-19**

<table>
<thead>
<tr>
<th>Rank</th>
<th>Item Description</th>
<th>Department</th>
<th>Funding Source</th>
<th>Amount</th>
<th>Critical/Recommended</th>
<th>Month Received</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Replace Board Room/Broadcast Equipment</td>
<td>Finance/IT</td>
<td>Corporate Fund</td>
<td>$39,500</td>
<td>Contingent on Funding</td>
<td>December</td>
<td>PEG Reimbursement Possible</td>
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<td>30</td>
<td>Replace Street Poles/Lamps</td>
<td>Public Services</td>
<td>Corporate Fund</td>
<td>$12,500</td>
<td>Contingent on Funding</td>
<td>November</td>
<td>25 Year Replacement Plan</td>
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<tr>
<td>31</td>
<td>Replace Park Benches</td>
<td>Parks and Recreation</td>
<td>Corporate Fund</td>
<td>$30,000</td>
<td>Contingent on Funding</td>
<td>August</td>
<td>Parks and Rec. Commission Recommendation</td>
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<tr>
<td>32</td>
<td>Resurface Courts at KLM &amp; Burns Field</td>
<td>Parks and Recreation</td>
<td>Corporate Fund</td>
<td>$25,500</td>
<td>Contingent on Funding</td>
<td>August</td>
<td>NHTA Currently Being Negotiated</td>
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<td>33</td>
<td>Undercover Vehicle</td>
<td>Police Department</td>
<td>Corporate Fund</td>
<td>$19,000</td>
<td>Contingent on Funding</td>
<td>June</td>
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<tr>
<td>34</td>
<td>Aquatic Climbing Wall</td>
<td>Parks and Recreation</td>
<td>Corporate Fund</td>
<td>$17,000</td>
<td>Contingent on Funding</td>
<td>May</td>
<td>Parks and Rec. Commission Recommendation</td>
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<td>35</td>
<td>Ogden Ave. Gateway Entry Marker Sign</td>
<td>Economic Development</td>
<td>Corporate Fund</td>
<td>$40,000</td>
<td>Contingent on Funding</td>
<td>August</td>
<td>Reviewing design/cost alternatives, Funding Source: Food and Beverage Tax</td>
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</tbody>
</table>

**Corporate Fund Total** | $1,837,300

**Water/Sewer Fund Total** | $151,000

**FY 2018-19 CIP Total** | $1,988,300

*All dates are tentative.*
<table>
<thead>
<tr>
<th>Rank</th>
<th>Item</th>
<th>Department</th>
<th>Funding Source</th>
<th>Amount</th>
<th>Critical/Recommended/Contingent</th>
<th>Month Received*</th>
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**CIP Priority List**

**FY 2019-20**

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<thead>
<tr>
<th>Rank</th>
<th>Item</th>
<th>Department</th>
<th>Funding Source</th>
<th>Amount</th>
<th>Critical/Recommended/Contingent</th>
<th>Month Received*</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td></td>
<td>Replace Vactor Unit #15 and Sewer Jet Unit #30</td>
<td>Water/Sewer Fund</td>
<td>$350,000</td>
<td>Recommended</td>
<td>December</td>
<td>Essential to repair and clean-up functions In Conjunction with Sidewalk Replacement, Deferred Due to Parking Deck</td>
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<tr>
<td>13</td>
<td></td>
<td>Installation of Safety Barriers on Washington</td>
<td>Public Services</td>
<td>$60,000</td>
<td>Recommended</td>
<td>August</td>
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<tr>
<td>14</td>
<td></td>
<td>Replace Street Poles/Lamps</td>
<td>Public Services</td>
<td>$12,500</td>
<td>Recommended</td>
<td>November</td>
<td>25 Year Replacement Plan</td>
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<td>15</td>
<td></td>
<td>Public Services Garage Tuckpointing</td>
<td>Public Services</td>
<td>$130,000</td>
<td>Recommended</td>
<td>December</td>
<td>Roof Study</td>
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<tr>
<td>16</td>
<td></td>
<td>Replace Phone System Hardware</td>
<td>Finance/IT</td>
<td>$30,000</td>
<td>Recommended</td>
<td>December</td>
<td></td>
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<tr>
<td>17</td>
<td></td>
<td>Replace Patrol Vehicle Unit #44</td>
<td>Police Department</td>
<td>$35,000</td>
<td>Recommended</td>
<td>November</td>
<td>Daily Use</td>
</tr>
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<td>18</td>
<td></td>
<td>Gutters &amp; Soffit Replacement - KLM Lodge</td>
<td>Parks and Recreation</td>
<td>$30,000</td>
<td>Recommended</td>
<td>November</td>
<td>Roof Study</td>
</tr>
<tr>
<td>19</td>
<td></td>
<td>Memorial Electrical Upgrades</td>
<td>Public Services</td>
<td>$30,000</td>
<td>Recommended</td>
<td>August</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td></td>
<td>19 Additional Parking Payboxes</td>
<td>Police Department</td>
<td>$247,000</td>
<td>Recommended</td>
<td>March</td>
<td>CMAP Study</td>
</tr>
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<td>21</td>
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<td>Resurface Road &amp; Parking Lots - KLM</td>
<td>Parks and Recreation</td>
<td>$300,000</td>
<td>Recommended</td>
<td>October</td>
<td></td>
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<tr>
<td>22</td>
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<td>Lincoln Street Parking Lot Resurfacing</td>
<td>Public Services</td>
<td>$30,000</td>
<td>Recommended</td>
<td>October</td>
<td></td>
</tr>
</tbody>
</table>

**Total**: $1,254,500

<table>
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<th>Rank</th>
<th>Item</th>
<th>Department</th>
<th>Funding Source</th>
<th>Amount</th>
<th>Critical/Recommended/Contingent</th>
<th>Month Received*</th>
<th>Comments</th>
</tr>
</thead>
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<tr>
<td>23</td>
<td></td>
<td>Memorial Building South Patio</td>
<td>Public Services</td>
<td>$55,000</td>
<td>Contingent on Funding</td>
<td>October</td>
<td>Funding Source: Food and Beverage Tax</td>
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<tr>
<td>24</td>
<td></td>
<td>Gateway Entry Marker Signs (5)</td>
<td>Economic Development</td>
<td>$50,000</td>
<td>Contingent on Funding</td>
<td>September</td>
<td></td>
</tr>
</tbody>
</table>

**Total**: $105,000

---

*All dates are tentative

---

**Funding Sources:**
- Corporate Fund Total: $1,824,500
- Water/Sewer Fund Total: $463,000
- FY 2019-20 CIP Total: $2,087,500
AGENDA ITEM # 30
REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Second Reading – ZPS

TEXT AMENDMENT APPLICATION FOR AUTOMOBILE DRIVING SCHOOL IN THE O-2 DISTRICT AS A SPECIAL USE, AND CONCURRENT SPECIAL USE PERMIT

RESPONSIBLE DRIVER – 7 N. GRANT STREET (LOWER LEVEL) IN THE O-2 DISTRICT

MEETING DATE: February 15, 2018

FROM: Chan Yu, Village Planner

RECOMMENDED MOTION
Approve an Ordinance amending Section 6-106 ("Special Uses") of the Hinsdale Zoning Code to allow Automobile Driving Instruction as a Special Use in the O-2 Limited Office Zoning District; and

Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the O-2 Limited Office Zoning District at 7 N. Grant St. - Responsible Driver

BACKGROUND
The Village of Hinsdale has received an application from Mr. Bryan Kearney, the owner of Responsible Driver driving school, requesting approval for a Text Amendment to establish a driving school at 7 N. Grant Street, with a Special Use Permit in the O-2 Limited Office District. Per the zoning code, a driving school is not a permitted use or special use in the O-2 Limited Office District. Music schools, tutoring and educational curriculum development services require a special use permit in the O-2 District. However, "automobile driving instruction" is a specific educational service per the zoning code.

Responsible Driver plans to use the Hinsdale location at 7 N. Grant Street to conduct classes in an office space approximately 550 square feet in area. The schedule for classes is:

<table>
<thead>
<tr>
<th>Days</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug. - May</td>
<td>Mon. - Thurs. 4 PM - 8:30 PM</td>
</tr>
<tr>
<td></td>
<td>Sunday 1 PM - 7 PM</td>
</tr>
<tr>
<td>June - July</td>
<td>Mon. - Thurs. 8 AM - 12 PM and 4 PM - 8 PM</td>
</tr>
</tbody>
</table>

Each class will have a maximum of 25 students. All students will stay inside the classroom for the entire 2-hour class. Students would be dropped off at the front building entrance on Grant Street or parking lot behind the building. All behind-the-wheel lessons will be arranged through Responsible Driver's main location in La Grange.

DISCUSSION & RECOMMENDATION
At the Plan Commission (PC) meeting on January 10, 2018, the applicant presented at the public hearing the business background, classroom/tenant space, business format and
logistics for the driving school classes. The applicant also stated that the lease will comply with the Board of Trustees recommendation for 1 parking space/250 SF.

The PC was generally supportive of the request, and had no major concerns. However, a Commissioner recommended the applicant install a bike rack for the students to use.

The PC unanimously recommended approval for the text amendment application as submitted, and the concurrent special use permit with the recommendation to provide a bike rack for the building, 8-0 (1 absent).

**Village Board and/or Committee Action**

At the November 21 2017, Board of Trustees meeting, the Village Board discussed driving schools in general in the O-2 District, had no general issues as a special use, and referred the application to the Plan Commission.

At the February 6, 2018, Board of Trustees meeting, the Village Board had no issues with the application after the applicant presented, and moved the item forward for Second Reading.

**Documents Attached**

Ordinances for Text Amendment and Special Use Permit

The following related materials were provided for the Board of Trustees of this item on February 6, 2018, and can be found on the Village website at:


Text Amendment/Special Use Applications
- Zoning Map Location of 7 N. Grant Street
- Birds Eye View of 7 N. Grant Street
- Street View of 7 N. Grant Street
- Zoning Code Section 6-101 Purposes: Office Districts
- Zoning Map highlighting all the O-2 Districts in Hinsdale
- Parking Lot photo for 7 N. Grant Street and 111 Chicago Avenue
- Plan Commission Public Hearing Transcript (01.10.18 PC meeting)
- Draft PC Findings and Recommendations
VILLAGE OF HINSDALE

ORDINANCE NO. ____________

AN ORDINANCE AMENDING SECTION 6-106 ("SPECIAL USES") OF THE HINSDALE ZONING CODE TO ALLOW AUTOMOBILE DRIVING INSTRUCTION AS A SPECIAL USE IN THE 0-2 LIMITED OFFICE ZONING DISTRICT

WHEREAS, the Village of Hinsdale (the "Village") has received an application (the "Application") from Responsible Driver (the "Applicant") pursuant to Section 11-601 of the Hinsdale Zoning Code for an amendment to the text of Section 6-106 of the Zoning Code to allow automobile driving instruction as a special use in the 0-2 Limited Office Zoning District (the "Proposed Text Amendment"); and

WHEREAS, the Board of Trustees has given preliminary consideration to the Application pursuant to Section 11-601 (D)(2) of the Hinsdale Zoning Code, and has referred the Application to the Plan Commission of the Village for consideration and a hearing. The Application has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

WHEREAS, on January 10, 2018, the Plan Commission held a public hearing on the Application. After considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Proposed Text Amendment by a vote of eight (8) in favor and none (0) opposed, with one (1) member absent, as set forth in the Plan Commission's Findings and Recommendation relative to the Proposed Text Amendment for Plan Commission Case No. A-38-2017 ("Findings and Recommendation"), a copy of which is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application.

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

Section 1: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length, The President and Board of Trustees further find that
the Proposed Text Amendment set forth below is demanded by and required for the public good.

Section 3: Amendment. Chapter 6 (Office Districts), Section 6-106 (Special Uses), of the Hinsdale Zoning Code is hereby amended at subsection (B) (Services) of the Use Table to insert a new number 12, to read in its entirety as follows:

<table>
<thead>
<tr>
<th>B. Services:</th>
<th>O-1</th>
<th>O-2</th>
<th>O-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>12. Automobile driving instruction</td>
<td>S</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.
PASSED this ____ day of ____________ 2018.

AYES: __________________________________________

NAYS: __________________________________________

ABSENT: ________________________________________

APPROVED by me this _____ day of ______________, 2018, and
attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

______________________________
Christine M. Bruton, Village Clerk
EXHIBIT A

FINDINGS AND RECOMMENDATION
(ATTACHED)
HINSDALE PLAN COMMISSION

RE: Case A-38-2017 – Applicant: Responsible Driver (driving school) – 7 N. Grant Street (lower level)

Request: Text Amendment to Section 6-106 ("Special Uses"), to allow automobile driving instruction as a Special Use in O-2 Limited Office Zoning Districts, and a concurrent Special Use Permit to operate an automobile driving instruction school at 7 N. Grant Street (lower level)

DATE OF PLAN COMMISSION (PC) REVIEW: January 10, 2018
DATE OF BOARD OF TRUSTEES 1ST READING: February 6, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. On January 10, 2018, the PC heard testimony from the applicant, the owner of Responsible Driver, Brian Kearney. He reviewed the driving school history, including its current location at 700 E. Ogden Avenue, in Westmont IL., and stated that has been teaching driver’s education for three years. Mr. Kearney also reviewed the subject property for the proposed location at 7 N. Grant Street, at the lower level, as he described as a basement area. The square footage is approximately 550 SF, 400 SF of which will be dedicated for the classroom, and 150 SF for an office.

2. The applicant reviewed the parking, and stated there are 11 spaces behind the building, and an additional 5 to 8 spots in the front, parallel to the building for student drop off. Of the 11 spaces, he stated that Responsible Driver is guaranteed for 9 spaces. Mr. Kearney also referenced that the 7 N. Grant Street building owner also owns the building immediately south, 111 W. Chicago Avenue, and has offered additional parking spaces if necessary. The parking lots are contiguous between 7 N. Grant Street and 111 W. Chicago Avenue.

3. The Plan Commission Chairman asked the Village Planner to clarify if the Board of Trustees recommendation is for 1 space for every 250 SF of tenant space for driving schools. The Village Planner stated correct, the Code does not regulate parking spaces for driving schools; however, the Village Board recommended 1 space/250 SF to be consistent with similar uses in the Code. To that end, the applicant is required to have 2 parking spaces, and meets the requirement as presented.

4. Commissioner Crnovich asked the applicant if he has plans for a bike rack. The applicant stated yes, but it is contingent on the building owner’s support. If so, the bike rack would be installed on the north side of the building near the entrance. Commissioner Crnovich reiterated that she supports a bike rack at the subject property. The applicant stated that he agrees.

5. There were no comments from the audience during the public comment period of the public hearing.

II. RECOMMENDATIONS

Following a motion to recommend approval of the text amendment application as presented, and the concurrent special use permit, with the recommendation to provide a bike rack for the building, the Plan Commission, on a vote of 8-0 (1 absent), recommends that the President and Board of Trustees approve the application.

THE HINSDALE PLAN COMMISSION By: __________________________, Chairman

Dated this ______ day of ______, 2018.
VILLAGE OF HINSDALE

ORDINANCE NO. __________

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE PROVISION OF AUTOMOBILE DRIVING INSTRUCTION SERVICES IN THE O-2 LIMITED OFFICE ZONING DISTRICT AT 7 N. GRANT ST. — RESPONSIBLE DRIVER

WHEREAS, an application (the "Application") seeking a special use permit to provide automobile driving instruction services in the O-2 Limited Office Zoning District, at property commonly known as 7 N. Grant St., 1st Floor (the "Subject Property") was filed by Responsible Driver (the "Applicant") with the Village of Hinsdale; and

WHEREAS, automobile driving instruction service uses are, following recent text amendments to Section 6-106 of the Hinsdale Zoning Code ("Zoning Code"), special uses in the O-2 Limited Office Zoning District; and

WHEREAS, the Subject Property is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, on January 10, 2018, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in The Hinsdalean. After considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the special use, by a vote of eight (8) in favor and none (0) opposed, with one (1) absent, as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-38-2017 ("Findings and Recommendation"), a copy of which is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application, with the conditions specified below, satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits.

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

Section 1: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and
recommendation of the Plan Commission, a copy of which is attached hereto as Exhibit B and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

Section 3: Approval of a Special Use for Automobile Driving Instruction Services. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approve a special use permit for the establishment of a business offering automobile driving instruction services in the O-2 Limited Office Zoning District on the Subject Property located at 7 N. Grant St., Hinsdale, Illinois, legally described in Exhibit A.

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

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

Section 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
PASSED this ____ day of ____________ 2018.

AYES: ____________________________________________

NAYS: ____________________________________________

ABSENT: ___________________________________________________________________

APPROVED by me this _____ day of ____________, 2018, and attested to by the Village Clerk this same day.

__________________________________________
Thomas K. Cauley, Jr., Village President

ATTEST:

__________________________________________
Christine M. Bruton, Village Clerk

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

By: _________________________________________

Its: _________________________________________

Date: _________________________, 2018
EXHIBIT A

LEGAL DESCRIPTION

LOT 3 (EXCEPT THE NORTH 65 FEET THEREOF AND EXCEPT THE SOUTH 50 FEET THEREOF) IN BLOCK 8 OF STOUGH'S ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1868 AS DOCUMENT 9593, IN RECORDERS OFFICE IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-01-330-004
COMMONLY KNOWN AS: 7 N. GRANT ST., 1ST FLOOR, HINSDALE, IL 60521
EXHIBIT B

FINDINGS AND RECOMMENDATION
(ATTACHED)
HINSDALE PLAN COMMISSION

RE: Case A-38-2017 – Applicant: Responsible Driver (driving school) – 7 N. Grant Street (lower level)

Request: Text Amendment to Section 6-106 ("Special Uses"), to allow automobile driving instruction as a Special Use in O-2 Limited Office Zoning Districts, and a concurrent Special Use Permit to operate an automobile driving instruction school at 7 N. Grant Street (lower level)

DATE OF PLAN COMMISSION (PC) REVIEW: January 10, 2018
DATE OF BOARD OF TRUSTEES 1ST READING: February 6, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. On January 10, 2018, the PC heard testimony from the applicant, the owner of Responsible Driver, Brian Kearney. He reviewed the driving school history, including its current location at 700 E. Ogden Avenue, in Westmont IL., and stated that has been teaching driver's education for three years. Mr. Kearney also reviewed the subject property for the proposed location at 7 N. Grant Street, at the lower level, as he described as a basement area. The square footage is approximately 550 SF, 400 SF of which will be dedicated for the classroom, and 150 SF for an office.

2. The applicant reviewed the parking, and stated there are 11 spaces behind the building, and an additional 5 to 8 spots in the front, parallel to the building for student drop off. Of the 11 spaces, he stated that Responsible Driver is guaranteed for 9 spaces. Mr. Kearney also referenced that the 7 N. Grant Street building owner also owns the building immediately south, 111 W. Chicago Avenue, and has offered additional parking spaces if necessary. The parking lots are contiguous between 7 N. Grant Street and 111 W. Chicago Avenue.

3. The Plan Commission Chairman asked the Village Planner to clarify if the Board of Trustees recommendation is for 1 space for every 250 SF of tenant space for driving schools. The Village Planner stated correct, the Code does not regulate parking spaces for driving schools; however, the Village Board recommended 1 space/250 SF to be consistent with similar uses in the Code. To that end, the applicant is required to have 2 parking spaces, and meets the requirement as presented.

4. Commissioner Crnovich asked the applicant if he has plans for a bike rack. The applicant stated yes, but it is contingent on the building owner’s support. If so, the bike rack would be installed on the north side of the building near the entrance. Commissioner Crnovich reiterated that she supports a bike rack at the subject property. The applicant stated that he agrees.

5. There were no comments from the audience during the public comment period of the public hearing.

II. RECOMMENDATIONS

Following a motion to recommend approval of the text amendment application as presented, and the concurrent special use permit, with the recommendation to provide a bike rack for the building, the Plan Commission, on a vote of 8-0 (1 absent), recommends that the President and Board of Trustees approve the application.

THE HINSDALE PLAN COMMISSION By: ___________________________ Chairman

Dated this ______ day of ______, 2018.
AGENDA SECTION: Second Reading – ZPS

SUBJECT: Text Amendment Application for Driving School in the B-1 District as a Special Use, not on the 1st floor, and concurrent Special Use Permit Top Driver – 1 Grant Square (2nd Floor) in the B-1 District

MEETING DATE: February 15, 2018

FROM: Chan Yu, Village Planner

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Recommended Motion

Approve an Ordinance amending Section 5-105 ("Special Uses") of the Hinsdale Zoning Code to allow Automobile Driving Instruction as a Special Use in the B-1 Community Business Zoning District; and

Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the B-1 Community Business Zoning District at 1 Grant Square – Top Driver

Background

The Village of Hinsdale has received an application from Mr. Paul Zalatoris, the CEO of Top Driver driving school, requesting approval for a Text Amendment to establish a driving school at 1 Grant Square, on the second floor, with a Special Use Permit in the B-1 Community Business District. Per the zoning code, a driving school is not a permitted use or special use in the B-1 Community Business District. Educational Services require a special use permit in the B-2 (but not on the 1st floor) and B-3 Business Districts. However, "automobile driving instruction" is a specific educational service SIC code classification.

Top Driver plans to use its Hinsdale location at 1 Grant Square, second floor, to conduct classes in an office space approximately 1,000 square feet in area. Classes would be held:

<table>
<thead>
<tr>
<th>Days</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug.-May</td>
<td>Mon.-Thurs. 4 PM - 6 PM and 7 PM - 9 PM</td>
</tr>
<tr>
<td></td>
<td>Sunday 10:45 AM - 7:30 PM (four 2-hr classes)</td>
</tr>
<tr>
<td>June-July</td>
<td>Mon.-Thurs. 8 AM - 8 PM (four 2-hr classes)</td>
</tr>
<tr>
<td></td>
<td>Sunday 10 AM - 12 PM or 1 PM - 3 PM</td>
</tr>
</tbody>
</table>

The applicant has no current plans to conduct classes on Friday or Saturday, but noted it is possible in the future to offer classes on those days.

Each class will have a maximum of 30 students, with an average size between 18 and 20 students. The location at 1 Grant Square would be utilized for a classroom only. In-vehicle lessons would be handled with pick up and drop off from the student's homes. The applicant anticipates using 2 vehicles to service its clients in the area, and will have 4 dedicated...
REQUEST FOR BOARD ACTION

parking spaces, per the Village Board’s recommendation for 1 space per 250 SF of tenant space.

Discussion & Recommendation
At the Plan Commission (PC) meeting on January 10, 2018, the applicant presented at the public hearing the business background, classroom/tenant space, business format and logistics for the driving school classes. The applicant also stated that the Board of Trustees recommendation for 1 parking space/250 SF, would comply per the lease.

The PC was supportive of the request and had no major concerns. However, a Commissioner recommended the applicant install a bike rack for the students to use.

The PC unanimously recommended approval for the text amendment application and the concurrent special use permit, as submitted, 8-0 (1 absent).

Village Board and/or Committee Action
At the October 3, 2017, Board of Trustees meeting, the Village Board discussed driving schools in general in the B-1 District, however, agreed the use should be considered for the second floor only, to prevent displacing first floor retail space and uses in the B-1 District.

At the November 21, 2017, Board of Trustees meeting, the Village Board had no general issues with the application and unanimously referred the item to the PC, with the recommendation to establish a minimum parking requirement of 1 space for every 250 SF for the special use.

At the February 6, 2018, Board of Trustees meeting, the Village Board had no issues with the application after the applicant presented, and moved the item forward for Second Reading.

Documents Attached
Ordinances for Text Amendment and Special Use Permit

The following related materials were provided for the Board of Trustees of this item on February 6, 2018, and can be found on the Village website at:

Text Amendment/Special Use Applications
Zoning Map Location of 1 Grant Square
Birds Eye View of 1 Grant Square
Street View of 1 Grant Square
Zoning Code Section 5-101 Purposes: Business Districts
Zoning Map highlighting all the B-1 Districts in Hinsdale
Plan Commission Public Hearing Transcript (01.10.18 PC meeting)
Draft PC Findings and Recommendations
VILLAGE OF HINSDALE

ORDINANCE NO. ____________

AN ORDINANCE AMENDING SECTION 5-105 ("SPECIAL USES") OF THE HINSDALE ZONING CODE TO ALLOW AUTOMOBILE DRIVING INSTRUCTION AS A SPECIAL USE IN THE B-1 COMMUNITY BUSINESS ZONING DISTRICT

WHEREAS, the Village of Hinsdale (the "Village") has received an application (the "Application") from Top Driver (the "Applicant") pursuant to Section 11-601 of the Hinsdale Zoning Code for an amendment to the text of Section 5-105 of the Zoning Code to allow automobile driving instruction as a special use in the B-1 Community Business Zoning District, where offered other than on the first floor (the "Proposed Text Amendment"); and

WHEREAS, the Board of Trustees has given preliminary consideration to the Application pursuant to Section 11-601 (D)(2) of the Hinsdale Zoning Code, and has referred the Application to the Plan Commission of the Village for consideration and a hearing. The Application has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

WHEREAS, on January 10, 2018, the Plan Commission held a public hearing on the Application. After considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Proposed Text Amendment by a vote of eight (8) in favor and none (0) opposed, with one (1) member absent, as set forth in the Plan Commission's Findings and Recommendation relative to the Proposed Text Amendment for Plan Commission Case No. A-39-2017 ("Findings and Recommendation"), a copy of which is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application.

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

Section 1: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length, The President and Board of Trustees further find that
the Proposed Text Amendment set forth below is demanded by and required for the public good.

**Section 3:** Amendment. Chapter 5 (Business Districts), Section 5-105 (Special Uses), of the Hinsdale Zoning Code is hereby amended at subsection (C) (Services) of the Use Table to insert a new number 25, to read in its entirety as follows:

<table>
<thead>
<tr>
<th>B-1</th>
<th>B-2</th>
<th>B-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. Services:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25. Automobile driving instruction, but not on the first floor of any structure in the B-1 district.</td>
<td>S</td>
<td></td>
</tr>
</tbody>
</table>

**Section 4:** Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 5:** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.
PASSED this ___ day of ___________ 2018.

AYES: __________________________________________

NAYS: __________________________________________

ABSENT: _________________________________________

APPROVED by me this _____ day of ____________ , 2018, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk
EXHIBIT A

FINDINGS AND RECOMMENDATION
(ATTACHED)
HINSDALE PLAN COMMISSION

RE: Case A-39-2017 – Applicant: Top Driver (driving school) – 1 Grant Square (2nd Floor)

Request: Text Amendment to Section 5-105 ("Special Uses"), to allow automobile driving instruction as a Special Use in B-1 Community Business Zoning Districts, but not on the first floor, and a concurrent Special Use Permit to operate an automobile driving instruction school at 1 Grant Square, on the 2nd floor.

DATE OF PLAN COMMISSION (PC) REVIEW: January 10, 2018
DATE OF BOARD OF TRUSTEES 1ST READING: February 6, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. On January 10, 2018, the PC heard testimony from the applicant’s attorney, Pete Coules, on behalf of the owners of Top Driver, Paul and Caroline Zalatoris. He reviewed the zoning process for the applicant, in regards to educational services, and that this text amendment would potentially affect only two areas that are zoned B-1 Community Business District, with second floors. He also stated under the definition of the B-1 District, it is desired for uses that are compatible with the existing uses in the vicinity. In this case, he explained that this driving school is very compatible with the area, and will not add any stress to the parking lot or cause traffic congestion.

2. The applicant reviewed the existing businesses at Grant Square, including examples such as Kramer’s grocery store, YiaYia’s restaurant, barber, and fish store, and expressed that it is a great area for parents to go after dropping their kids off for driving class. Mr. Coules also pointed out the central location of subject property, and a place a lot of kids might be able to walk to.

3. The applicant reviewed that the tenant space is 1,000 SF, and that reserving 4 parking spaces is not an issue (per the Village Board’s recommendation for 1 space/250SF). Mr. Coules stated there will be 2 driving cars they will keep in the shared parking lot of the shopping center.

4. A Commissioner Crnovich requested for a bike rack at the subject property. The applicant replied that there is one in the parking lot already, but he will request for one next to the bank.

5. There were no comments from the audience during the public comment period of the public hearing.

II. RECOMMENDATIONS

Following a motion to recommend approval of the text amendment application as presented, and the concurrent special use permit, the Plan Commission, on a vote of 8-0 (1 absent), recommends that the President and Board of Trustees approve the application as submitted.

THE HINSDALE PLAN COMMISSION By: _______________________________ Chairman

Dated this 13th day of February, 2018.

[Signature]
VILLAGE OF HINSDALE

ORDINANCE NO. ____________

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE PROVISION OF AUTOMOBILE DRIVING INSTRUCTION SERVICES IN THE B-1 COMMUNITY BUSINESS ZONING DISTRICT AT 1 GRANT SQUARE – TOP DRIVER

WHEREAS, an application (the “Application”) seeking a special use permit to provide automobile driving instruction services in the B-1 Community Business Zoning District, at property commonly known as 1 Grant Square, Fl. 2, on Chestnut Street (the “Subject Property”) was filed by Top Driver (the “Applicant”) with the Village of Hinsdale; and

WHEREAS, automobile driving instruction service uses are, following recent text amendments to Section 5-105 of the Hinsdale Zoning Code (“Zoning Code”), special uses in the B-1 Community Business Zoning District; and

WHEREAS, the Subject Property is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, on January 10, 2018, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in The Hinsdalean. After considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the special use, by a vote of eight (8) in favor and none (0) opposed, with one (1) absent, as set forth in the Plan Commission’s Findings and Recommendation for Plan Commission Case No. A-39-2017 (“Findings and Recommendation”), a copy of which is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application, with the conditions specified below, satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits.

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

   Section 1: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.
Section 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as Exhibit B and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

Section 3: Approval of a Special Use for Automobile Driving Instruction Services. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approve a special use permit for the establishment of a business offering automobile driving instruction services in the B-1 Community Business Zoning District on the Subject Property located at 1 Grant Square, Hinsdale, Illinois, legally described in Exhibit A.

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

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

Section 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
PASSED this _____ day of ____________ 2018.

AYES: __________________________________________

NAYS: __________________________________________

ABSENT: _________________________________________

APPROVED by me this _____ day of ____________, 2018, and attested to by the Village Clerk this same day.

_____________________________________________

Thomas K. Cauley, Jr., Village President

ATTEST:

_____________________________________________

Christine M. Bruton, Village Clerk

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

By: __________________________________________

Its: __________________________________________

Date: ____________________________, 2018
EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 AND 2 IN GRANT SQUARE SHOPPING CENTER RESUBDIVISION OF THAT PART OF OUT LOT 1 AND THAT PART OF DEPOT GROUNDS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTHERLY OF NORTH LINE SAID OUT LOT 1 IN (SAID POINT BEING ON SOUTHERLY RIGHT OF WAY OF CHICAGO AVENUE AS NOW PLATTED AND RECORDED) AND ON THE EAST LINE OF VINE STREET AS DESCRIBED IN QUIT CLAIM DEED RECORDED MAY 8, 1902 AS DOCUMENT 76425; THENCE EAST ALONG SOUTH LINE OF CHICAGO AVENUE 612.2 FEET MORE OR LESS TO WEST LINE OF EAST 166.28 FEET OF SAID OUT LOT 1; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 166.28 FEET OF SAID OUT LOT 1 (PART OF SAID WEST LINE BEING ALSO THE WEST LINE OF BERGMAN'S RESUBDIVISION, RECORDED JUNE 17, 1946 AS DOCUMENT 480985) 299.46 FEET TO SOUTHWEST CORNER OF SAID BERGMAN'S RESUBDIVISION; THENCE NORTH 65 DEGREES 21 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID BERGMAN'S RESUBDIVISION 182.70 FEET TO WEST LINE OF LINCOLN STREET; THENCE SOUTH 00 DEGREES 04 MINUTES 38 SECONDS EAST ALONG SAID WESTERLY LINE OF LINCOLN STREET 36.63 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 22 SECONDS 22 SECONDS WEST 20 FEET TO AN ANGLE POINT; THENCE SOUTH 65 DEGREES 21 MINUTES 28 SECONDS WEST 149.74 FEET TO AN ANGLE POINT; THENCE SOUTH 67 DEGREES 27 MINUTES 04 SECONDS WEST 232.07 FEET TO AN ANGLE POINT, SAID POINT BEING 107 FEET, MEASURED AT RIGHT ANGLES TO AND NORTHERLY OF CENTER MAIN TRACK OF CHICAGO BURLINGTON AND QUINCY RAILROAD; THENCE SOUTH 74 DEGREES 52 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL WITH AND 107 FEET NORTHERLY OF AS MEASURED AT RIGHT ANGLES TO CENTER LINE OF CENTER MAIN TRACK OF CHICAGO, BURLINGTON AND QUINCY RAILROAD (BEING ALONG EXISTING NORTHERLY RIGHT OF WAY LINE OF SAID RAILROAD) 423.08 FEET MORE OR LESS TO EAST RIGHT OF WAY LINE OF VINE STREET; THENCE NORTH ALONG EAST RIGHT OF WAY LINE OF VINE STREET 521.39 FEET TO PLACE OF BEGINNING, AS SHOWN ON PLAT OF SUBDIVISION RECORDED MARCH 3, 1964, AS DOCUMENT R64-6737.

P.I.N.: 09-12-109-013
COMMONLY KNOWN AS: 1 GRANT SQUARE, FL 2, ON CHESTNUT ST., HINSDALE, IL 60521
EXHIBIT B

FINDINGS AND RECOMMENDATION
(ATTACHED)
HINSDALE PLAN COMMISSION

RE: Case A-39-2017 – Applicant: Top Driver (driving school) – 1 Grant Square (2nd Floor)

Request: Text Amendment to Section 5-105 ("Special Uses"), to allow automobile driving instruction as a Special Use in B-1 Community Business Zoning Districts, but not on the first floor, and a concurrent Special Use Permit to operate an automobile driving instruction school at 1 Grant Square, on the 2nd floor.

DATE OF PLAN COMMISSION (PC) REVIEW: January 10, 2018
DATE OF BOARD OF TRUSTEES 1ST READING: February 6, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. On January 10, 2018, the PC heard testimony from the applicant’s attorney, Pete Coules, on behalf of the owners of Top Driver, Paul and Caroline Zalatoris. He reviewed the zoning process for the applicant, in regards to educational services, and that this text amendment would potentially affect only two areas that are zoned B-1 Community Business District, with second floors. He also stated under the definition of the B-1 District, it is desired for uses that are compatible with the existing uses in the vicinity. In this case, he explained that this driving school is very compatible with the area, and will not add any stress to the parking lot or cause traffic congestion.

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II. RECOMMENDATIONS

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THE HINSDALE PLAN COMMISSION By: ___________________________ Chairman

Dated this ______ day of February, 2018.